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EFF.	900101
TERM.	930103
No. OF EMPLOYEES	439
NOMBRE D'EMPLOYÉS	L.W.

COLLECTIVE AGREEMENT

between

CFCF INC.

**for Its Broadcasting Division,
Television Station CFCF-TV
located at
405 Ogilvy Avenue
Montréal, Qué.
H3N 1M4**

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS
(NABET), C.L.C.**

January 1st, 1990
to January 3rd, 1993.

0388403

INTRODUCTION

It is the intent and purpose of **this** Agreement to **recognize** the community of interest between the parties in promoting co-operation between the Employer and its employees, consistent with the rights of both parties,

To this end, the Union agrees that it will co-operate with the **Employer** in the observance of -the provisions of this Agreement and of the Employer's regulations pertaining to employees, that it will assist the Employer and its supervisory personnel in bringing about a high level of **efficiency** on the part of all employees and to maintain at **all** times in its negotiations with the Employer and in its discussions with individual employees, the concept that each employee shall give a fair return of his services,

The Employer agrees that it will not discriminate against any employee's participation in legal Union activities and that it will, upon reasonable notification, permit free access to its premises by an accredited Union representative to enable him (her) to observe whether the provisions of this Agreement are being complied with. If the visit involves entry into **restricted** areas, arrangements are to be made at the time when notification is given.

This Agreement is therefore designed to set forth clearly the rates of pay, **hours** and conditions of employment to be observed between the **parties**.

For means of application of **this** collective agreement, neither the Employer or its **representatives**, nor the Union or its representatives shall exercise **directly** or **indirectly**, threats, constraints, unfair distinctions against any employee because of his/her race, **nationality**, social origin, language, sex, sexual orientation, civil status, age, religious beliefs or the absence thereof, personal political opinions, affiliations and activities or the exercise of a right the law or this collective agreement **recognizes**.

ARTICLE 1 **Definition of the bargaining unit**

1.1.

The Employer recognizes the Union as the exclusive Bargaining agent for all persons employed in the Unit **certified** by the Canada Labour Relations Board on September 29, 1961, and amended in decisions dated June 26, 1964, and March 4, 1977 and December 2, 1985; in the Unit certified by the Canada Labour Relations Board on September 25, 1972, and amended in decisions dated May 2, 1975, May 9, 1977, June 22, 1982 and October 31, 1984; finally, as amended on October 31, 1989.

The Unit is comprised of:

**all employees of CFCF Inc. excluding the following classifications:*

- president***
- vice-president*
- controller***
- manager*
- assistant** news director*
- sports director*
- art** director*
- executive producer*
- producer**director***
- producer*
- private** secretary*
- sales** representative*
- program** coordinator*
- payroll and personnel** employees*
- casual employees*

*but including the **classification of floor manager**,*

It is understood that the following functions are excluded from the bargaining unit: private chauffeur, treasurer, **chief** announcer, news director and sports director,

1.2

The Employer further **recognizes** the Union as **the** exclusive Bargaining agent for all employees in any of the **classifications listed in** the wage schedule under the Article 23.

Article 2-Definitions

2.1

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 hereinbefore defined and/or within the **classifications** set forth in Article 23.

2.2

The terms 'Company, Employer and Management' as used in this Agreement, shall mean CFCF Inc. in its Broadcasting Division, Television Station CFCF-TV.

2.3

The term 'unit', as used in this Agreement, shall mean the bargaining unit hereinbefore defined and/or the **classifications** set forth in Article 23.

2.4 APPLICABLE TO TALENT EMPLOYEES ONLY

(a) Commercial Program - means a program in which all or portions of the program are purchased by one or more sponsors.

(b) Commercial Participating Program - means a program available to more than one advertiser for the placement of spot announcements.

(c) Spot Announcement - means a commercial which is broadcast or telecast individually by non-interconnected stations within station breaks, or participating programs contracted for locally, or in programs in which the advertiser is not identified in **the** opening and/or closing billboards as a sponsor of the program,

(d) Program Commercial - means a commercial broadcast or telecast by **inter-connected** stations and/or a commercial **used within** the span of any live or **pre-recorded** program when the opening and/or closing billboard identifies the advertiser as one of the sponsors of the **program**.

(e) Billboard - shall **be defined** as a program **introduction** and/or cross reference and/or **sign** off and may only include a reference to the sponsor's name, product or **service**. Should **the** billboard include a claim for the sponsor's name, product or service, **the** billboard will **be** treated as a program **commercial**.

(f) Extra - is a performer **used exclusively** for the background to a scene, who does not speak or sing any word or line of dialogue other than ad lib crowd noises and does not **receive** individual direction.

Article 3

MANAGEMENT RIGHTS

3.1

The Union acknowledges that it is the exclusive function of the Employer to hire, promote, judge and evaluate personnel qualifications and employee performance, demote, transfer, reclassify and to discipline or discharge any employee, provided that a claim by an employee who has been treated in a manner inconsistent with any of the terms of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

3.2

The Union **recognizes** the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the **direction** of the working forces, the **organizational** placement of function, the amount and type of supervision necessary, of machines and technical **equipment**, procedures and standards of operation, the content of programs, the right to decide on the number of employees needed by the Employer at **any** time, operating schedules and the selection, procurement, designing and engineering of **equipment** which may be incorporated into the Employer's plant, control over all operations, buildings, machinery, equipment and employees, are **solely** and exclusively the responsibility of the Employer,

3.3

It is understood and agreed that, in addition to the above, any and all of the rights, powers of authority the Employer had prior to the signing of this Agreement **are** retained by the Employer, except those **specifically** abridged, delegated, granted or **modified** by this Agreement.

Article 4

UNION SECURITY AND DUES CHECK-OFF

4.1

During the term of **this** Agreement, the Employer agrees to deduct monthly from the salary of each **employee in** the bargaining unit, an amount equal to the uniform dues and assessments, as levied by the International Union, based on the gross monthly earning of every employee in the bargaining unit. The present rate of dues is equal to one and two-thirds percent (**1.666%**) of gross monthly earnings. The Employer shall be notified by registered letter from the International Union of any change in this regard,

4.1.1

For the purpose of the present Article, gross monthly earnings shall be limited to earnings as per the salary scales and fees provided for in the present Agreement, and for the purposes of dues deductions, the Union shall advise the Company in writing of the maximum yearly amount to be deducted from any employee whose salary is above the salary schedules and scales as set out in the present Agreement,

4.2

The Employer agrees to remit the monies so deducted by cheque payable in Canadian Funds to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month, The Employer, when remitting such dues, shall name the employee from whom deductions have been made, the respective amounts deducted and the names of the employees within the bargaining unit who have left or joined the Employer since the last payment.

4.3

Each year the Employer shall include on the T-4 and Relevé 1 slips issued to each employee, the total amount of dues deducted at source and forwarded to NABET.

4.4

Present employees who are members in good standing of the Union, and those who shall become members in the future, shall remain members in good standing of the Union for the duration of the present Agreement or its renewal.

4.5

All future employees covered by the terms of the present Agreement shall be considered members of the Union on the first day of employment and remain members in good standing as long as they are employed.

Employees reinstated in a Unit job after lay-off, leave without pay, or filling of a job not included in the Bargaining unit, shall resume their status as members in good standing of the Union on the day they are reinstated in the Unit.

4.6

A member in good standing is an employee who has paid his initiation fee and his dues.

4.7

The Union agrees to accept as members, employees who hold bargaining Unit jobs. However, the Employer is not obliged to discharge or transfer an employee rejected or excluded from the Union. Nevertheless, such employee shall pay Union dues as a condition for maintaining employment.

4.8

The Employer **agrees** to **letting** a **Union representative** hold, after **authorization**, an interview not **lasting more** that **thirty (30) minutes with** any new employee during working hours and without **loss** in wages, The **interview shall** be conducted in the **five (5)** days following hiring.

Article 5

RELATIONSHIPS

5.1

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total **or** partial, on any of the Employer's operation anywhere in Canada during the term of this Agreement. The Employer will not cause, **engage** in or permit a lock-out of any employee in the bargaining unit.

5.2

The Employer **recognizes** the employee's right to refuse to **go to** any TV or radio station, transmitter, studio or property **where a lock-out of strike of any person** whose functions are similar to those covered by this Agreement **is in progress**.

Any **and all** of the above shall exclude properties of **CFCF Inc.**, in which case, the employees shall have the right to refuse to execute any work **normally** done by the employees on strike or lock-out.

5.3

The Employer agrees to the **posting** by the Union of announcements regarding elections, meetings, **negotiation** developments and the internal affairs of the Union.

The Employer shall provide for that purpose **notice** boards for exclusive Union use,

5.4

Any new employee **hired** for a job covered under Article **23** shall be presented with a copy of this Agreement, At the **time** of employment, the Local President shall be advised in **writing**.

5.5

Employees who wish to do freelance work **outside** the Company may do so provided that the following applies:

5.5.1

Prior approval in **writing for** such outside work must be obtained from Management if the nature **of such** freelance work **is** related to **radio, television** or motion picture industries including **industrial**, educational and closed circuit systems. Such approval will not be withheld unreasonably,

5.5.2

Such outside **work** must in no way impair **his efficiency** or availability.

5.6

Nothing in **this** Agreement shall be deemed to prevent the Company from continuing to have non-employees **participate** in any **Television** productions nor prevent Company staff excluded from the bargaining unit from participating in Television productions as long as their participation does not result in the displacement of **reduction of** employees in the bargaining unit,

5.7

This Agreement shall not in any way amend any special arrangements for salary scales or working conditions more favourable to the employees that existed prior to the signing of this Agreement.

5.8

TV EXTRAS - It is understood that the Employer may, from time to time, use persons in the employ of the broadcasting division to appear on TV programs as extras, Payment will be made to such persons at the rate of forty-five dollars **(45,00\$)** for up to thirty **(30)** minutes per program and seventy **dollars (70,00\$)** for up to **sixty (60)** minutes per program.

Article 6

UNION-MANAGEMENT **CONSULTATION** COMMITTEE

6.1

The parties agree 'to maintain an active Union-Management Consultation Committee.

6.2

The Union-Management Consultation Committee shall **meet** on a regular basis. An agenda of subjects to be discussed shall be provided by the parties at least one **(1)** week prior to the meeting. Minutes in writing shall be kept and approved by the parties.

Article 7

HEALTH AND SAFETY

7.1

The parties agree to give proper attention to the health and safety of employees, To this end, there shall be a Safety Committee made up of Employer and employee representatives,

7.2

Employees shall not be required to work under hazardous conditions, Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Employer and the employee, If the Employer has any reason to believe that it is a potentially hazardous assignment, the Employer shall notify the employee of such at the time of the assignment and ~~refusal to undertake such~~ dangerous or hazardous work will in no way be held against ~~the employee~~ or prejudice his employment with the Employer. Should a situation arise when the employee must interrupt his work as a measure of safety, he shall immediately notify his supervisor and if there is a disagreement ~~between~~ the employee and the ~~supervisor~~, the head of the department will assume the decision either of ordering the employee to continue his work or have the ~~situation~~ remedied. The interruption of work shall not cause an interruption of his salary,

7.3

The Employer provides special or protective clothing and the necessary safety apparel for employees assigned to execute **specific** tasks when the working conditions commend its use, Wearing and using such clothing and apparel is mandatory. Such clothing and **apparel** will remain the property of the Employer,

7.4

a) The **parties** to the Agreement will **establish** and maintain an Occupational Safety and **Health** Committee for the duration of the Agreement in **conformity** with the Canada Labour Code (Part II).

b) The **committee** shall meet once a month ~~during normal working hours~~. In case of an emergency **or** other exceptional circumstances, a member of the committee may call for a meeting of the committee when such a meeting has to be **held**.

c) In **a non restrictive** manner the powers and functions of the committee are:

1° receive complaints In relation with Occupational Health and Safety, evaluate them and take measures **accordingly**;

2° ensures that adequate records are kept on work accidents, injuries and health hazards and monitors data on a regular basis;

3° contributes and ~~participates in all inquiries~~ and Investigations concerning Occupational Safety and Health;

4° may develop, establish and maintain safety and health programs for the education of the employees the committee represents.

d) The Employer shall **communicate** the names of the members of the Occupational- Health and Safety Committee and all changes as to its composition by way of posting in the workplace of easy access to all employees.

7.5

a> Any employee who has reasonable grounds to believe that:

1° the use of certain equipment procured by the Employer will result in danger to him(**her**) or another employee, or

2° exposure to some condition in the workplace will result in danger to him(**her**) or to another employee,

has the right to refuse to execute such work,

Steps

b)

1° An employee who refuses to execute work as provided above must report his(**her**) refusal to his(**her**) superior and to a member of the **Occupational** Health Safety Committee,

2° The Employer must immediately investigate the refusal in the presence of the employee and of a non-management member of the Occupational Health Safety Committee, Where the Employer decides that there is no danger or takes steps to correct the danger and the employee has reasons to believe that a danger still exists, the employee may continue to refuse. In **this** case, both the Employer and the employee must contact a Labour Canada Safety Officer for investigation and **decision** In conformity with the **law**.

c) No employee may be subject to discipline because of the exercise of his right of refusal under the present article,

7.6 Video Display Terminal (VDT)

a) The Employer will abide by 'La loi sur la **santé** et la **sécurité** au travail' concerning regular work on a VDT.

7.7

The Employer shall give **consideration** to the **capabilities** of an employee for assignments involving climbing towers, ladders, etc.

7.8

The Employer and the employee will abide by the regulations of the Canada Labour Code Part II, especially for the work on electrical facilities and in noisy areas.

7.9

The Employer agrees to supply protective clothing and/or safety devices and to respect safety standards for employees on assignments (e.g. remotes from mobile units, towers, etc.), where conditions require their use, and to supply any other special attire where required. In the case of Camera persons and their TV- Assistants, and Reporter-Writers who work regularly outside, they shall be supplied with such clothing personally. It is understood that such protective clothing and/or safety devices are and remain the property of the Employer, and shall be returned to him in good condition on request. The Employer is obliged to have all protective clothing maintained in good repair and suitably cleaned as required,

7.9.1

Except in cases of employee's negligence, the Employer shall be required to pay appropriate compensation to employees whose wearing apparel is damaged in the performance of their duties. It is expected that employees will dress in an appropriate manner.

7.10

When transportation is provided to employees by the Employer, the appropriate safety standards shall be observed.

7.10.1

On vehicles supplied to the employee by the Employer, the employee will be responsible for the cleanliness of the vehicle (at the Employer's time and expense) and to report operating faults to the appropriate supervisor. The employee is to use and maintain radio contact with the station at all times the vehicle is being used, including travelling to and from his place of residence at the beginning and end of shift, if the employee chooses to drive the vehicle home.

7.11

The Employer shall not assign excessive hours of work to employees in excess of twelve (12) shall be considered excessive unless mutually agreed with the employee concerned.

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Article 8

WORK WEEK AND DAYS OFF

8.1 Production and Technical Employees

Each fourteen (14) calendar day period shall contain eighty (80) working hours, commencing on Monday at 05:00 hours.

Office Employees

Each fourteen (14) calendar day period shall contain seventy-five (75) working hours commencing on Monday at 00:01 hours.

Talent Employees

Each fourteen (14) calendar day period shall contain seventy-five (75) working hours, exclusive of first meal periods, commencing on Monday at 05:00 hours.

8.1.1

There shall not be more than ten (10) consecutive working days per period. The days off will be given in one (1) block of four (4) consecutive days off or in two (2) separate blocks of two (2) consecutive days off but when an employee works ten (10) consecutive days, it must be followed with the four (4) consecutive days Off.

8.1.2 APPLICABLE TO OFFICE EMPLOYEES ONLY

The work week for office workers starts Monday and ends on Friday with two (2) days off consisting of Saturday and Sunday.

Should the Employer decide, due to operations necessities, a different work week is required on a regular basis, a two (2) month notice must be given to the affected employees after notification to the Union.

8.1.2 APPLICABLE TO TALENT EMPLOYEES ONLY

The five (5) Working days in any work week need not necessarily be consecutive; they may be separated by two (2) consecutive days off. Efforts will be made to schedule such consecutive days off on weekends.

8.2

For purpose of computation of overtime, the following shall apply :

8.2.1

Any work that is broken through authorized absence (e.g. paid sick leave, paid compassionate leave, paid to attend grievance and negotiation meetings) shall be reduced by one (1) hour for each hour of absence.

Article 9

WORK SCHEDULING

9.1

There is a schedule to establish the employee's working time and another schedule for his(her) days off. Daily starting and stopping time shall be determined by the Employer, Each employee's schedule for any week regarding days off shall be posted by 15:00 hours Tuesday and regarding hours of work including break and meal periods, by 15:00 hours Wednesday of the week prior to the week in question; each day thereafter, one (1) extra day's schedule will be posted.

9.2 Daily Scheduler

Production and technical employees shall receive a daily work schedule consisting of a working day of eight (8) hours. Office and talent employees shall receive a daily work schedule consisting of a working day of seven and one half (7^{1/2}) hours.

9.2.1 Daily Schedules for Camerapersons and Television Assistants assigned to news or Production Department and Reporter-Writers

The Camerapersons and Television Assistants assigned to news or Production Department, and Reporter-Writers shall be scheduled an eight (8) hour day inclusive of a thirty (30) minute lunch period. The schedule will provide a break period in the morning shift to be taken at any time except in the first hour of duty. The lunch period will be assigned no earlier than the beginning of fourth (4) hour after starting time and completed not later than the end of the sixth and one-half (6^{1/2}) hour from the beginning of the shift, The afternoon break may be taken at any time during the 'after lunch period'. If the thirty minute lunch period cannot be taken in the above period, one (1) hour shall be added to the shift and paid at the appropriate rate.

9.3 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Three (3) weekends off per calendar quarter will be scheduled for each employee. In the event that the employee does not receive the required three (3) weekends per quarter, but does receive the required number of days off, he/she will receive the equivalent of an additional daily work schedule at half (1/2) the basic rate for each such weekend not received, This penalty is not to be construed as an option to avoid assigning the weekends off when such is possible. Such an employee may waive the conditions of this clause if mutually agreed by the Union and the Employer. Every possible effort will be made to distribute weekends off evenly among employees in each job function.

9.4 APPLICABLE TO TALENT, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Prior to going on leave of **five (5)** days or more, an employee shall be given a prearranged time to report back. This time, however, may be **re-scheduled** later, but not earlier than the prearranged time. However, the employee will contact the Employer on the day of his prearranged **starting** time or on the **day** before to determine whether any change has been made in that starting time. Should the employee be out-of-town, he may call the Employer collect,

9.5 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

The Employer agrees to consider a request by an employee for a working schedule which would permit **enrollment** in a night **course**. The request shall be made in **writing**, specifying the educational institution, the name, dates and the times of the course. Upon **enrollment**, the Employer shall be provided with a copy of any **enrollment** document or other proof of **enrollment**. The Employer may also require proof of attendance. The granting of such a request shall be at the sole discretion of the Employer,

9.6 Rotating Shift

A regular rotating shift is a working schedule whereby employees are assigned in rotation on either a weekly, a **bi-weekly**, a monthly or another period to work shifts, each constituting part of a twenty-four (24) hour work day.

9.7

A **regular** rotating shift may be established through the agreement of a simple **majority** of a working group and with the approval of the Employer.

9.8

For the employees on their regular rotating shift, no payment shall be made for the encroachment that may occur on the changing of their **shifts**.

9.9 Days Off

APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Notice of **change** of days off will be given to the employee with a copy to the Union, in writing, **five (5)** days in advance of the days in question.

9.9.1 APPLICABLE TO TALENT EMPLOYEES ONLY

When a scheduled day off **is** changed without **notice** being **given** by the Employer thirty-six (36) hours in advance of **06:00 a.m.** of the **earliest** day involved in the change, hours worked on that day **will** be **paid** at one and one-half (1 1/2) times the basic rate.

9.10

When an employee **has** been scheduled to work on **his(her)** day off and **he(she)** is not notified either by telephone or **in** writing **with a** copy to the Union prior to **12:00** hours (noon) on the **last** working **day** prior to **the day(s)** in question of the cancellation of this work, **he(she)** shall not be required to come to work but will be credited with three (3) hours to be paid at one and **one-half (1 1/2)** times the basic rate.

9.10.1

If an employee cannot be reached and subsequently reports for work on his(her) day off and the work has been cancelled, he(she) will be credited with four (4) hours at one and one-half (1 1/2) times his(her) basic rate and shall not be required to work and shall be released within the first hour.

9.11

The two (2) consecutive days off (Article 8) shall consist of forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. The four (4) consecutive days off (Article 8) shall consist of ninety-six (96) hours plus a turn-around period of twelve (12) hours for a total of one hundred and eight (108) hours. The days off turn-around period does not apply to work assigned on days off. However, the twelve (12) hours turn-around period shall apply between any two (2) consecutive days worked.

9.11.1

If a holiday falls before or after two (2) consecutive days off (Article 8), the turn-around period shall consist of eighty-four (84) hours.

If a holiday falls before or after four (4) consecutive days off (Article 8), the turn-around period shall consist of one hundred and thirty-two (132) hours,

When a holiday is scheduled off and is not consecutive with days off, there shall be a thirty-six (36) hour turn-around period between the end of the last tour of duty before such holiday off and the beginning of the next tour of duty following such holiday off.

9.12 turn-around

A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty. All time worked or any meal period which encroaches on the turn-around period or the days off, shall be paid for at an additional one-half (1/2) the basic hourly rate for the first two (2) hours. Hours in excess of two (2) shall be paid at an additional one-half (1/2) the basic hourly rate.

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9.12.1

Except for employees on a rotating shift, the employee has the right to refuse a turn-around period of ten (10) hours or less,

9.13 Tour of Duty

'Tour of Duty' or 'tour' means the authorized and/or approved time worked by an employee during a day, with a minimum credit of his(her) daily work schedule calculated to the last two-tenths (2/10) of an hour in which work was performed. However, if the tour extends beyond midnight (12:00 AM.), it shall be considered as falling wholly within the calendar day in which it started,

9.13.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

An employee who has a **reason** to absent **him(her)self** at the end of the scheduled tour of **duty** shall notify **his(her) supervisor** in the **first** hour of work or in **his(her) supervisor's** first hour of work, and **provided** this is done, **he(she)** will not be obliged to accept a **modification** to **his(her)** scheduled tour of duty for that day.

9.14

Employees who are called in to work for a short period of time between the end of a tour and the beginning of the next, shall be **paid** for each such occasion a minimum of four **(4)** hours at the appropriate overtime **rate**.

9.15 Start and Stop times

Notice of change of scheduled **start** and stop times shall be given not later than twenty-four **(24)** hours in advance of the day in question, No scheduling changes of start time and stop time will be made within this twenty-four **(24)** hour period without the consent of the employee concerned, If the employee agrees to the change, **he(she)** shall be credited with all hours originally scheduled plus any additional hour. Copy of the daily schedules showing all changes will be deposited daily in the Union box.

9.16 Restrictions

The provisions of Article **9.15** shall not apply to employees who replace another employee in **case** of unexpected absence for the first day of such replacement, No more than two **(2)** employees **shall** be affected by the provisions of this **clause** for each individual **case** of unexpected absence.

9.17

The provisions of **9.9, 9.10.1** and **9.15** shall not apply to an employee who does not have telephone service.

9.18

An employee's time sheet shall not be changed without **notification** to **him(her)** when such change **results in a** reduction of the employee's claim.

Article 10

OVERTIME

10.1

All the time worked in excess of a doily work schedule in one day, and in excess of eighty (80) hours in a two (2) weeks period for production and technical employees and in excess of seventy-five (75) hours in a two (2) weeks period for office and talent employees shall be calculated and paid according to the following schedule,

In addition to the employee's basic rate:

a) Add one-half (1/2) time to the basic rote for all hours performed beyond the employee's doily work schedule;

b) Add one (1) time to the basic rate for all hours performed beyond ~~ten (10)~~ ^{31B-2} hours per day for production and technical employees and beyond nine and one-half (9 1/2) hours per day for office and talent employees;

c) Add one and one-half (1 1/2) times to the basic rate for all hours performed beyond ~~twelve (12)~~ ⁵¹¹ hours per day for production and technical employees and eleven and one-half (11 1/2) hours per day for office and talent employees;

d) For all work performed beyond one hundred and four (104) hours in a two (2) week period for production and technical employees and beyond ninety-nine (99) hours in a two (2) week period for office and talent employees, add a minimum compensation of one (1) times to the basic rate. ^{77A}

Production and Technical Employees

Hours worked daily	Rate	Hours worked bi-weekly	Rate
0 - 8		0 - 80	basic
8 - 10	1 R basic	80 - 104	1 R basic*
10 - 12	2 basic	104 & over	2 basic*
12 & over	2 R basic		

Office and Talent Employees

Hours worked daily	Rate	Hours worked bi-weekly	Rate
0 - 7 R		0 - 75	basic
7 R - 9 R	1 R basic	75 - 99	1 R basic*
9 R - 11 R	2 basic	99 & over	2 basic*
11 R & over	2 R basic		

*Or the appropriate rate, whichever is greater.

The **above** schedule represents on **escalation** of premium payments which shall not pyramid.

10.2

When an employee agrees to work on a **day** off, the employee shall be compensated **as** follows:

10.2.1

When an employee works four (4) hours or less on a day off, **he(**~~she~~**)** shall be compensated at two (2) times the basic rate with a minimum credit of four (4) hours. When an employee works more than four (4) hours **he(**~~she~~**)** shall be compensated at one and **one-half** (1^{1/2}) times the basic rate with a minimum credit of **his(her)** doily work schedule.

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10.2.2

When an employee works four (4) hours or less on an additional **day** off which is scheduled continuously (consecutively in a block), **he(**~~she~~**)** shall be compensated at one and one-half (1^{1/2}) times the basic **rate** with a minimum credit of **his(**~~she~~**)** doily work schedule. When an employee works more than four (4) hours, **he(**~~she~~**)** shall be compensated at two (2) times the basic rate with a minimum credit of **his(her)** **daily** work schedule.

10.2.3

All work performed beyond the doily work schedule on a day off shall be compensated **as** provided in paragraph 10.1.

10.3 APPLICABLE TO OFFICE, **PRODUCTION** AND TECHNICAL **EMPLOYEES** ONLY

In the **case** of unscheduled overtime, if an on duty employee in a job **classification** refuse to work **overtime**, the Employer will have the right to select a qualified replacement from within the bargaining unit. if there are no qualified replacements, the Employer may assign an employee from the original job classification, except for the employee who has already invoked Article 9.13.1.

The present clause would **only** be applicable on that one day which is unscheduled.

10.4 APPLICABLE TO OFFICE, **PRODUCTION** AND TECHNICAL **EMPLOYEES** ONLY

The Employer shall make every effort to distribute evenly the overtime among employees in each job **function**.

10.5

A breakdown of all overtime hours **and penalties** shall be shown on all employees' **pay** stubs.

10.5.1

Vacation **pay** stubs shall also include gross earnings from May **1st** to April **30th**.

10.6

If an employee is required to work in excess of **eighteen (18) consecutive** hours, inclusive of meal periods, he/she shall receive the next day off with pay. If the next day is already a scheduled day off, one (1) day with pay will be added to a block of days off at a mutually agreed time,

Article 11

MEAL PERIODS

11.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

To all tours of duty of five (5) hours or more, a first meal period of adequate time but not less than sixty (60) minutes will be scheduled, not earlier than the beginning of the fourth (4th) hour and completed not later than the end of the fifth (5th) hour, except for Operations employees whose first meal of sixty (60) minutes may be scheduled not earlier than the beginning of the fourth (4th) hour and completed not later than the end of the sixth (6th) hour of such tour excepting those employees covered by Article 9.2.1.

Scheduled meal periods cannot be changed unless the Employer provides fifteen (15) minutes advance notice to the employee.

Scheduled meal periods cannot be delayed more than thirty (30) minutes and cannot be advanced more than fifteen (15) minutes.

11.1 APPLICABLE TO TALENT EMPLOYEES ONLY

To all tours of duty of five (5) hours or more, a first meal period of adequate time but not less than thirty (30) minutes and not more than sixty (60) minutes duration will be assigned not earlier than the beginning of the fourth hour of such tour and to be completed not later than the end of the sixth hour of such tour,

11.1.1 Rest periods

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Including those employees covered by Article 9.2.1, when an employee is called in advance of his/her regularly scheduled tour of duty for a period of not less than one (1) hour and not more than four (4) hours, a rest period of thirty (30) minutes shall be scheduled in the last half (1/2) hour prior to the start of the employee's scheduled tour of duty.

Such thirty (30) minutes rest period shall be considered as time worked and paid at the applicable rate, In each occasion, the employee shall be compensated nine dollars and fifty cents (9,50\$).

When Article 11.1.1 is invoked, the scheduling of meal periods, in accordance with Articles 11.1 and 11.2 shall be computed from the end of the rest period. If the rest period is not taken, this clause of the present Article does not apply.

11.2

If an employee is required to work more than six (6) hours after the end of the first meal required in Articles 9.2.1 and 11.1, or more than two (2) hours after the end of the regular tour of duty, whichever is earlier, employees may be assigned a second (2nd) meal period of thirty (30) minutes duration or will be given a second (2nd) meal period of sixty (60) minutes duration, no more than eight (8) hours after the end of the first meal period referred above or four (4) hours after the end of the regular tour of duty, whichever is earlier. Every additional six (6) hour period worked shall also be followed by a sixty (60) minute meal period.

These meal periods are inclusive in the overtime hours and shall be paid at the applicable rates, in the event the thirty (30) minute meal period is not taken, and the sixty (60) minute meal period did not apply, one (1) hour shall be added to the shift as time worked.

11.3

For each sixty (60) minute meal period not taken other than the first, one (1) hour shall be added to the end of the shift as time worked.

11.4

An allowance of nine dollars and fifty cents (\$9.50) shall be paid to employees each time a meal period is taken other than the first.

11.5

The provisions of Articles 11.1, 11.2 and 11.3 above and Article 12 following do not apply to those employees assigned as continuous Operators such as Transmitter Technicians, but the following applies:

11.5.1

The Transmitter Technicians who work more than two (2) hours after the end of their regular tour of duty, shall have one (1) hour added to their shift as time worked.

11.6

Except for those employees covered by Article 9.2.1, when an employee is not given a meal period within the time limits required by this Article, he (she) shall receive, in addition to his (her) applicable rate, compensation in an amount equal to his (her) basic hourly rate for each hour worked, with a minimum credit of one (1) hour, until a meal period is actually received or should have been assigned. This compensation is to be computed from the beginning of the last quarter (1/4) hour in which the meal period should have been assigned and extended to the start of the meal period given, or from the end of the meal period given, extended to the end of the first half-hour (1/2) in which the meal period should have been assigned.

11.7

For all meals on remote **assignments** within the local location as **defined** in Article **38**, eleven dollars (11,00\$) shall be paid to compensate for the cost of each meal except that the **Camerapersons** and the **Television Assistants assigned to news**, and **Reporters-Writers** shall obtain **seven** dollars and fifty cents (7,50\$).

11.7.1

When **Camerapersons** or the **Television Assistants assigned to news**, or **Reporters-Writers** are required to go for a meal with another employee of **CFCF Inc.** who receives a higher meal **allocation**, they shall be compensated equally, **If** the meal must be taken at a place where meals cannot be obtained at popular prices, the **Camerapersons** and the **Television Assistants assigned to news**, and the **Reporter-Writers** shall be compensated **the** actual cost of the meal, not to exceed the appropriate per diem allowances in Article **38**.

11.8

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 periods, the Employer shall:

Allow the crew sufficient added time and supply them with adequate transportation to travel to **where** on appropriate meal can be obtained; or

At its own **expense**, furnish **the** crew with an appropriate meal. If a choice of menu is offered, the meal allowance will **be waived**.

Article 12

BREAK PERIODS

12.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Employees will be entitled to two **(2)** fifteen **(15)** minute break periods during each regular tour of duty. **Break** periods will not be assigned during **the** first **(1st)** or the last hour of a tour of duty,

Break periods can be assigned fifteen **(15)** minutes in advance of, or delayed fifteen **(15)** minutes **from** the scheduled time.

Employees **will** be **entitled** to an additional fifteen **(15)** minute break period for each three **(3)** hour **extension** of a regular tour of duty. If break periods are not available, they **will** be paid at one and **one-half** **(1 1/2)** times over and above the regular working day,

12.1 APPLICABLE TO TALENT EMPLOYEES ONLY

Employees will be entitled to **two (2)** fifteen (15) minute break periods during each regular tour of duty. **Break periods** will not be assigned during the first (1st) or the last hour of a tour of **duty**.

Employees will be entitled to an additional fifteen (15) minute break period for each three (3) hour extension of a regular tour of duty. If break periods are not available, they will be paid at one and one-half (1 1/2) times over and above the regular working day,

Article 13

NIGHT DIFFERENTIAL

(APPLICABLE TO OFFICE, **PRODUCTION AND TECHNICAL EMPLOYEES ONLY**)

13.1

All hours worked between **00:30** and **06:30** shall be compensated for at twenty) percent (**20%**) of the basic rate and computed separately from the work **week**. Night shift differential shall not be deemed overtime nor part of the basic pay.

Article 13A

PREPARATION

(APPLICABLE TO TALENT EMPLOYEES **ONLY**)

13A.1

The Company **recognizes** that staff employees involved as hosts, co-hosts, dominant or featured performers in programs require time for preparation of their programs. To this end, the Company **agrees** that in scheduling work assignments for these employees, the Company **shall** consult with the employee in providing for the preparation time required. Said time **spent** in preparation shall be credited as part of the work week. **The** final determination of preparation time required shall rest with the Company.

13A.2

Wherever **possible**, **Newscaster/Writers and Sportscaster/Writers** shall be given a minimum of forty-five (**45**) minutes **before** each scheduled telecast in preparation time, (**i.e.** not working on other **assignments**).

Article 14

HOLIDAYS AND HOLIDAY PAY

14.1

The following shall be paid holidays, for Production and Technical Employees :

New Year's Eve
New Year's Day
Good Friday
Victoria Day
La Fête Nationale
Canada Day

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+2FL

First Monday of August
Labour Day
Thanksgiving Day
Christmas Eve
Christmas Day

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For Office and Talent Employees :

New Year's Day
Day after New Year's Day
Good Friday
Victoria Day
La Fête Nationale
Canada Day

First Monday of August
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In addition to the holidays listed above, ~~two (2) additional~~ 'floating holidays' shall be available, Provided the employee ~~notifies the Employer~~ **fourteen (14)** days in advance, the holiday shall be scheduled on ~~the~~ day requested by the employee otherwise the holiday shall be scheduled by mutual consent. Such request shall not be unreasonably denied. The **floating** holiday must be received/taken within the calendar **year** in which it is earned.

Notwithstanding the above, an employee may **take his(her)** floating day(s) along with the leaves provided for in articles **19.2, 19.3 or 19.4.**

14.2

If the holiday falls on a **regular** working day and the employee is not required to work, **he(she)** shall receive **his(her) normal basic** pay for such day at the straight time rate.

14.3

If ~~the~~ holiday falls on a regularly scheduled work day and the employee is required to work, **he(she)** shall ~~receive two~~ and one-half (**2 1/2**) times his(her) basic rate for all hours worked, or ~~he(she) shall~~, at his(her) option, receive his(her) basic pay plus half (**1/2**) his(her) **basic** rate for all hours worked up to the scheduled hours of his(her) daily **work schedule**, plus two and one-half (**2 1/2**) times his(her) **basic** rate thereafter, and ~~within~~ **twelve (12)** months of the holiday, **he(she)** shall be permitted to add **one (1) day** to his(her) annual leave or be given **one (1)** day with pay at a ~~mutually~~ agreeable time,

14.4

If the holiday falls on a **regularly** scheduled day off or during **his(her)** vacation and **he(she)** is not **required to work**, the employee shall, at **his(her)** option, receive **either** one (1) additional day's pay for that **week**, or within twelve (12) months of the holiday, add one (1) day to **his(her)** annual leave, or one (1) day off with pay.

14.5

If the holiday falls on a **scheduled** day off and the employee is required to work, **he(she)** shall receive the applicable **rate** for that day plus one and one-half (1 1/2) times **his(her)** basic rate for all hours worked, with a minimum credit of **his(her)** daily work schedule: or **he(she)** shall at **his(her)** option, receive the above remuneration **reduced** by one (1) time **his(her)** basic rate for all hours worked up to all the scheduled hours of **his(her)** daily work schedule and **his(her)** full rate of remuneration **thereafter**, and within **twelve (12)** months of the holiday, **he(she)** shall be permitted to add one (1) day to **his(her)** annual leave or one (1) day off with pay,

14.5.1

Days off may be **separated** and scheduled adjacent to holidays, provided the holiday is considered a day off for the purposes of Article 10.2. Compensation shall **be** according to Article 14.5

14.6 APPLICABLE TO TALENT, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Before December 1st of each year, the Employer will ascertain the preferences of the employees and shall take **them** into account regarding the scheduling of Christmas and New Year's holidays, Preferences shall be **taken** on the **basis** of Company seniority within the functional groups, In any case, each employee is entitled to obtain a Christmas or New Years **leave**.

14.7 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Eve Day, one (1) day in lieu of Christmas Day, one (1) day in lieu of **New** Year's Eve Day, and one (1) day in lieu of New Year's, and these six (6) days include either Christmas Day or New Year's Day, the **Christmas** Eve Day, Christmas Day, New Year's 'Eve Day and New Year's Day will be **considered** as taken, then the **provisions** of **Articles 14.3, 14.4** and **14.5** shall not **apply**.

14.7 APPLICABLE TO TALENT EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of **two (2)** regular scheduled days off plus one (1) day in lieu of Christmas Day, one (1) day in lieu of Boxing Day, one (1) day in lieu of New Year's Day, and one (1) day in lieu of the Day after New **Year's** Day, and these six (6) days include either Christmas Day or New Year's Day, the **Christmas** Day, Boxing **Day**, New **Year's** Day and the Day after the New Year's Day will **be** considered as taken, then the provisions of **Articles 14.3, 14.4** and **14.5** shall not **apply**.

14.8

If in the week prior to or in the week following **Fête Nationale** or Canada Day holidays, three (3) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of **Fête Nationale** or Canada Day, then the holiday will be considered taken

14.9

If in the week prior to or in the week following Good Friday, three (3) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Good Friday, the the holiday will be considered as taken.

Article 15

ANNUAL VACATION

(APPLICABLE TO OFFICE, **PRODUCTION** AND TECHNICAL EMPLOYEES ONLY)

15.1

Except as modified by subsequent clauses of this **Article**, employees shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table :

1. Service: Seniority as defined in Art, 29 at April 30th of each year	2. Duration of vacation in working days	3 Payment: % of gross earnings since May 1st
Less than 12 months	5/6 day per month	4%
12 months to 83 months inclusive	15 days	6% 01 03
84 months to 167 months inclusive	20 days	8% 07 04
168 months to 239 months inclusive	25 days	10% 14 05
240 months and over	25 days	12% 20 05

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15.2

Except in the case of those **sick** leaves with pay granted by the Employer, an employee's vacation may be reduced because of continuous absence from work if such absence has **lasted** at **least** one (1) month. This reduction **will** be at the rate of five-sixths (**5/6**), five-fourths (**5/4**), five-thirds (**5/3**) or two and one-half (**2 1/2**) days per month, depending on whether **he(he)** would otherwise have been entitled to a vacation of ten (**10**), fifteen (**15**), twenty (**20**) or twenty-five (**25**) days.

15.3

In accordance with the Canada Labour Code, Part III, an employee with six (**6**) years or less of seniority must take two (**2**) weeks of annual vacations per vacation year; an employee with more than six (**6**) years of seniority must take three (**3**) weeks of annual vacations per vacation year.

15.4

Although employees are not **normally** requested to work during their vacation, when the Employer does request and the employee accepts to work on any day which falls within the scheduled vacation period, compensation shall be calculated as follows: Two (**2**) times basic rate with a minimum credit of **his(her)** daily work schedule and three (**3**) times basic rate for **all** hours in excess thereof. Furthermore, the employee shall be allowed reasonable travelling time and expenses. Any payments earned under this Article shall be in addition to vacation pay earned in accordance with paragraph **15.1**.

15.5

Vacation period shall be from May **1st** to April **30th** except for the period between December **10th** and January **10th**. Scheduling of annual leave between December **10th** and January **10th** will be subject to **articles 14.6, 14.7** and subject to operational requirements.

15.6

Vacation preference **shall** be **given** to employees within each functional group on the basis of employee's **seniority**.

15.7

Employee's **application** for **vacation** shall be submitted in writing **prior** to April **1st** and **vacation** schedules shall be posted by May **1st** of each year.

Article 16

**ANNUAL VACATION
(APPLICABLE TO TALENT EMPLOYEES ONLY)**

16.1

In recognition of the special nature of the work in which the employees in this bargaining unit are engaged, the employees shall be entitled to annual vacation or separation pay in lieu thereof, in accordance with the following table:

1. Seniority as defined of each year	2. Number of days vacation	3. Payment for vacations (see note 1)	4. Payment for separation (see note 2)
Less than 12 months	5/4 day per month	6% of annual gross earning	5/4 day per month from May 1
12 - 59 months	15 days	6% of annual gross earning	6% of gross from May 1
60 - 119 months	20 days	8% of annual gross earning	8% of gross from May 1
120 - 130 months	25 days	10% of annual gross earning	10% of gross from May 1
240 months or more	30 days	12% of annual gross earning	12% of gross from May 1

Note 1 - At a percent of annual gross earning, calculated from May 1 to April 30.

Note 2 - Balance of credit from columns 2 and 3 plus percent of salary as below.

Note - An employee who, because of illness, does not achieve at least an amount of vacation pay equal to the number of weeks entitlement times his(her) normal weekly salary, shall be guaranteed no less than this amount in any vacation year.

The payment provided shall be at least **equivalent** to the current salary of the employee **at** the time of vacation pro-rated to the appropriate number of days, **if** the above percentage is greater than the regular salary, the percentage rate shall **apply**.

16.2

The term 'gross annual earnings' means salary plus guaranteed weekly advance on talent fees plus all other earnings before any deductions are made,

16.3

Whenever possible, extra weeks of vacation will be continuous with the scheduled three (3) week vacation period. In cases where convenience or the exigencies of business do not permit this policy to be followed, the fourth (4th) and/or fifth (5th) and/or sixth (6th) week may be taken at a mutually convenient time,

16.4

An employee's vacation may be reduced because of continuous absence from work if such absence had lasted at least one (1) month, except in the case of sick leave (note 3). This reduction will be at the rate of 5/4, 5/3, 2 1/12 or 2 1/2 days per month, depending on whether **he(she)** would otherwise have been entitled to a vacation of fifteen (15), twenty (20), twenty-five (25) or thirty (30) days.

16.5

The vacation year during which an employee will accrue **his(her)** vacation shall be from May 1 of one year through April 30 of the following year.

16.6

The vacation period during which vacations shall be taken shall be from May 1st to April 30th except for the period between December 10th and January 10th.

16.7

Vacation preference shall be given to employees within each functional group on the basis of Company **seniority**.

16.8

Vacation schedules shall be posted by April of each year.

16.9

The Employer **reserves** the right to restrict employee **vacations** during the major audience survey periods.

16.10

Vacation ~~time~~ shall not be accumulated from one vacation year to the next. However, if as a result of a request by the Company, the employee is unable to take his(her) scheduled vacation or the balance of his(her) scheduled vacation within the vacation year, he(she) shall be permitted to reschedule it in order that it be taken within the first six weeks of the following vacation year, The company may extend this period up to a further six (6) weeks,

Article 17

SICK LEAVE

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17.1

In cases of absence due to injury or illness, the Employer will grant sick leave with pay at the rate of one and one-half (1 1/2) working days for each calendar month of seniority acquired while on the salaried payroll of the Employer, accumulative to a maximum of forty (40) working days,

A further forty (40) working days will be accumulative at the same rate and will be applied against the short term disability. These extra days will be applied at the rate of one-third (1/3) of a day per working day of absence during the short term disability illness, In other words, if a person has accumulated the extra forty (40) days, it means that he(she) will receive the equivalent of full basic salary for up to one hundred and twenty (120) working days or until his(her) return to full-time employment if earlier. Maximum sick leave benefits will be one hundred and sixty (160) days at full salary.

If required by the Employer, a doctor's certificate must be produced when sickness exceeds three (3) consecutive working days, which may be broken by days off or statutory holidays.

17.2

In the event that the absence uses up all the accumulated days then, should another period of illness occur, the employee has available only such number of days as may be accumulated for each calendar month of service after return to duty,

17.3

Absence because of illness or incapacity shall not Interrupt an employee's vacation credits,

17.4

Should an employee fall sick while on vacation and should this illness require hospitalization, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee.

17.5

Whenever a permanent **employee** has exhausted **his(her)** accumulated days of sick leave, or in case of total **disability**, the Employer shall then pay **him(her)** two-thirds (2/3) of **his(her) salary** until **he(she)** returns to work or is eligible to be covered by the Long Term Disability Plan.

17.6

In case of repeated sick leave, the Employer **reserves** the right to require medical certification at any **time**.

17.7

Compensation received by an employee under the Workmen's Compensation Act shall be supplemented by the Employer so that the total payment shall equal the employee's regular basic salary.

17.8

The Employer shall, upon request from the **employee**, furnish all pertinent information concerning the status of the employee's sick leave (**e.g.** sick days used, sick leave credits remaining, **etc.**).

Article 18

Maternity leave and leave for child care responsibilities

18.1

The Employer grants employees who have completed **six (6)** months of continuous service with the Employer a maternity leave of seventeen (17) weeks. However she must file the request for such leave four (4) weeks prior to the leave and such request must be supported by a **medical** certificate specifying the probable date of birth.

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The delay for presentation of the notice may be shorter if a medical certificate states **that** the employee must leave sooner than **expected**. In an unexpected situation, the **employee** is exempted of the obligation for a notice provided she produces a medical **certificate** stating she had to **leave** work without **delay**.

18.2

The distribution of the maternity leave before and after birth is up to the employee but includes the day of birth. However the maternity leave with exception of circumstances provided for in 18.11 must be consecutive,

18.3

The employee who gives birth to a still-born child **after** the twentieth (20th) week **preceeding** the **foreseen** date of delivery is also **entitled** to this maternity leave.

18.4

Applicable to permanent female employees only:

Type A: For employees with six (6) months **continuous** service and entitled to unemployment insurance:

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- 1) two (2) weeks of pay at ninety-three per cent (93%) of the employee's basic **salary less** any monies received from Québec's Manpower Centres;
- 2) fifteen (15) weeks of payment equivalent to fifty per cent (50%) of the difference between the unemployment insurance payments and the employee's basic salary.

The indemnity for the first **two (2)** weeks is paid by the Employer within the first two (2) weeks of the maternity leave. The indemnity paid by the Employer for the following fifteen (15) weeks is paid every two (2) weeks, the first payment being due **only** fifteen (15) days after the employee produces a certificate from the Unemployment Insurance Commission attesting that she is eligible for unemployment insurance,

Applicable to other female employees:

Type B: For employees who are not entitled to unemployment insurance:

seventeen (17) weeks of leave of absence without pay,

It is understood that such a leave will not have **the** effect of extending the intended duration of an *employee's* employment,

18.5

Care and custody of a newborn child - subject to paragraph 18.7, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-four (34) weeks commencing, as the employee elects:

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- a) In the case of a female employee:
 - i) on the expiration of any leave of absence from employment taken by her under sub-paragraph 18.1,
 - ii) on the day the child is born, or
 - iii) on the day the child comes into her actual care and custody,

b) In the case of a male employee:

- i) on the **expiration** of any leave of absence from employment taken **in respect** of the child by a female employee under sub-paragraph 18.1,
- ii) on the day the child is born,
or
- iii) on the day the child comes into his actual care and custody,

18.6

Adoption - subject to paragraph 18.7, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-four (34) weeks commencing on the day the child comes into the employee's **care**.

18.7

The aggregate amount of leave of absence from employment that may be taken by two employees under sub-paragraphs 18.5 or 18.6 in respect of the birth or adoption of any one child shall not exceed thirty-four (34) weeks, 63 M-3

18.8 - Right to Benefits and Seniority

Any employee who takes or is required to take a leave from employment under this Article will be subject to the following:

18.8.1

The pension, **health** and sick leave **benefits** and the **seniority** shall accumulate during the entire period of the leave. 56.52-2

18.8.2

Where a monetary **contribution** is **normally** required of an employee for the employee to be **entitled** to a **benefit** referred to in sub-paragraph 18.8.1, the employee is **responsible** for and **must**, within a reasonable time, pay that monetary contribution.

18.8.3

For the purposes of calculating the **pension**, health and sick leave benefits of an employee who fails to pay the **monetary** contribution required by sub-paragraph 18.8.2, employment on **the** employee's return to work shall be deemed to be continuous with **employment** before his (her) absence,

18.8.4

for the purposes of **calculating benefits of** an employee, other than benefits referred to in sub-paragraph 18.8.1, **employment** on the employee's return to work shall be deemed continuous **with employment** before his (her) **absence**.

18.9

The employee ~~is~~ entitled to a special leave with pay for ~~visits~~ to the doctor related to her pregnancy as attested by a medical certificate, Such leave shall last no longer than necessary than to allow the pregnant employee to visit her doctor, In any case, such special leave shall be available ~~only~~ during that port of pregnancy when the employee is still at work.

18.10

Should complications (attested by a medical certificate) ~~arise~~ which obliges the employee to be removed from her job, the Employer will provide alternate employment. The employee is then paid at her regular rate of pay, notwithstanding the grade of the alternate ~~job~~. It is understood that Articles 30.1 and 30.5 do not apply,

18.11

The employee who gives birth prematurely and whose child consequently stays in the hospital may have a broken leave. She may return to work and resume her leave upon return of the child home,

18.12 Return to work

Resumption of employment following a ~~leave~~ under this ~~Article~~ will be as follows:

18.12.1

Same position - the Employer shall, on the expiration of any such leave, reinstate the employee in the position that ~~he~~(~~she~~) occupied when the leave of absence from employment commenced.

18.12.2

Comparable position - where for any ~~valid~~ reason the Employer cannot reinstate an employee in the position referred to in subparagraph **18.12.1**, the Employer shall reinstate the employee in a ~~comparable position~~ with the same wages and benefits and in the same location.

18.13

The employee may carry over her ~~holidays~~ and vacations if they are scheduled during her maternity leave provided for ~~in~~ 18.4.

18.14

Upon return from maternity leave and/or ~~child care~~ leave, a female employee must return to work for a minimum ~~period of six (6)~~ continuous months, Failure to do so, such employee will reimburse ~~the employer all~~ indemnities provided for in ~~article~~ **18.4** above.

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18.15

Male employees who have completed at least six (6) consecutive months of continuous employment with the Employer will be granted two (2) days paid paternity leave at the time of the birth of his child or upon the return of mother or child from the hospital.

Article 19

COMPASSIONATE LEAVE

19.1

Employees called to serve on juries or to obey a subpoena shall receive their regular salary less their jury or witness compensation provided that they shall return to work if released before 13:00 hours. Furthermore, employees shall not be required to work any tour except the normal day shift tour Monday to Friday, inclusive during periods when serving on juries.

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19.2

When an employee is required to be absent due to a death in his/her immediate family, e.g. legal guardian, spouse, common-law spouse, father, mother, sister, brother, child, mother-in-law, father-in-law, grandparent, he/she will be granted compassionate leave of absence with pay of up to three (3) days in normal circumstances.

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Recognizing that there may be special circumstances, at the employee's request, the Employer will have the option of either granting an additional two (2) days with pay or, reschedule the employee's days off without penalty to the Employer to provide a five (5) day compassionate leave period.

19.3

Employees will obtain permission to absent themselves on short notice in the event of an unforeseen emergency. During such absence, the salary will be maintained for a duration left to the discretion of the Employer.

19.4

The Employer will consider requests for specified leave for emergencies, e.g. birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Employer.

63 F-2

Article 20

LEAVE FOR UNION ACTIVITIES

20.1

Upon request by the Union, the Employer will release without loss of pay or other benefits up to five (5) employees named by the Union for negotiation meetings. At the Union's request, two (2) additional employees shall be released without pay for negotiation meetings. Employees released with pay for the above purposes shall be paid at their basic rate only.

63D-1

20.1.1

Upon request by the Union, the Employer shall release without loss of pay or other benefits up to seven (7) employees named by the Union, for a period of five (5) consecutive days for the purpose of pre-negotiation meetings. At the Union's request, three (3) additional employees shall be released without pay to take part in pre-negotiations meetings. Employees released with pay for the above purpose shall be remunerated at their basic rate only. No more than one (1) employee in each departmental job function shall be released,

✓

20.1.2

Upon request by the Union, the Employer will release without loss of pay or other benefits, up to three (3) employees (i.e. the Union Grievance Committee) for the duration of the grievance meetings. In cases of Steps 1 and 2 of the Grievance Procedure, the Union Grievance Committee will be released for the day in order to resolve the outstanding grievance(s) from the previous step(s). Employees released with pay for the above purposes shall be paid at their basic rate only.

20.1.3

Recognizing the need for Union Officers to attend local executive meetings, the Employer agrees to arrange working schedules so that a quorum of four (4) would be off duty. The Union agrees to provide the names of the executive members required, the dates and times of such meetings for a period from June to May. It is understood that meetings will normally be scheduled once each month during the evening hours. If it is not possible to make the above arrangements, the Employer will advise the Union prior to the posting of schedules so that a mutually agreeable alternate date for the meeting may be selected,

20.2

Leave without pay will be granted for a reasonable period to any employee duty authorized to represent employees in order to:

63K-3

20.2.1

Attend executive council meetings, labour conventions, congresses and the like. A request for such leave shall be submitted at least eleven (11) days in advance.

20.2.2

NOT APPLICABLE TO TALENT EMPLOYEES

Accept a **position with the Union** or an **official labour body**. Such leave shall be granted by the Employer for **the duration of the mandate**, on receipt of a written request from the employee and the **President of Local 614**.

6.35-3

20.2.3

It is understood that no more than eight (8) employees shall be released at any one time. No more than one (1) employee in each departmental job function shall be released.

20.2.4

Upon request by the Union, the Employer shall release with **pay two (2)** Union representatives so that they might meet to discuss any matter not provided herein but regarding the management of the Collective Agreement. Such meeting shall last at most one (1) hour per week. No more than one (1) employee from each departmental job function shall be released,



20.3

Recognizing the community of interest that exists in the workplace between the parties, the Employer shall release duly **authorized** officers of the Union for a combined period of **fifty (50)** working days per year to attend to matters relative to the administration of the collective agreement **and/or** relative to the administration of the Union affairs,

These days shall be granted as non-paid leave and any overtime penalties incurred as a direct result of such leave shall be **borne** by the Union.

Any such request must be submitted in writing at least ten (10) working days in advance.

Article 21 Sabbatical leave

21.1

The Employer grants upon **written** request of a permanent employee with ten (10) years seniority or more a **sabbatical** leave with the following conditions. At no time will there be more than **one (1) permanent** employee per job function, with a maximum of **five (5)** permanent employees in the bargaining unit, on a sabbatical leave. The Employer and the employee will sign the sabbatical agreement reproduced in Appendix 'D' before the **sabbatical** agreement can be implemented,

21.2

The sabbatical leave extends over a five (5) year period. The **employee's** four (4) years **basic** salary (exclusive of overtime, **premiums** and **allowances**) is spread over a **five (5)** year period. The employee is at work during the first four (4) years and on leave the **fifth (5th)** year.

21.3

The Employer shall, upon the **expiration** of a sabbatical leave, reinstate the employee in the **position** that he (she) occupied when the leave of absence from employment commenced.

Subject to Articles **33** and **34**, where for any valid reason the Employer cannot reinstate on employee in such position, the Employer shall reinstate the employee in a comparable position with the same wages and **benefits** and in the some location,

21.4

During the first four (**4**) years of the sabbatical **agreement**, the employee is subject to all the provisions of the collective agreement, When the employee is on leave **during** the fifth (**5th**) year, he (she) remains subject to all the provisions of the collective agreement except os follows: there is no entitlement to jury duty leave, leave for union activities, bereavement leave or paternity leave; coverage of the benefits provided for in Article **45** is subject to the terms, conditions and limitations of the master-policies,

21.5

During the entire **sabbatical** leave arrangement (i.e. five (**5**) years), vocations are remunerated at eighty percent (**80%**) of the basic **rate**.

21.6

Each of the years of the sabbatical leave is computed os a year of **service** for the purpose of retirement,

21.7

Should an employee wish to withdraw from the sabbatical agreement, he (she) may do so at any time within the first forty-two (**42**) months from the start of the sabbatical agreement by giving **two** (**2**) weeks notice in writing to the Employer. In such cases, the provisions of article **21.8** shall **apply**. In the last eighteen (**18**) months of the **sabbatical** agreement, an employee may not withdraw from the arrangement without the Employ&s agreement.

21.8

In case of retirement, withdrawal, resignation, death, lay-off or dismissal of the employee, the sabbatical agreement, subject to article **21.7**, ends on the day of the event and the following conditions **apply**:

the Employer reimburses to the employee for the time the sabbatical agreement was in effect the amount **equal** to the difference between the salary he (she) would have **received** as per the collective agreement if the sabbatical agreement had not been in force, and the salary **received**.

For the purpose of the pension **plan**, the Employer repays the contributions as if the employee had never subscribed to the sabbatical agreement, The said **contributions** are taken from the **reimbursement** provided far **above**.

21.9

During the **sabbatical** agreement, the total amount of leaves of absence without pay cannot exceed twelve (12) months, In this case, the sabbatical agreement is prolonged by the **duration** of the leave(s),

21.10

In case of long term disability, the employee may choose:

a) Either to continue to participate in the sabbatical agreement and to delay the sabbatical leave until the time he (she) is well, In such a case, the employee is entitled to long term disability benefits calculated on the **salary** provided for in the sabbatical agreement,

Should the disability occur during the year of leave, the said leave may, subject to the terms, conditions and limitations of the **LTD** plan, be interrupted and resumed when the employee is well, During this interruption, the employee is entitled, subject to the terms, conditions and limitations of the **LTD** plan, to long term disability benefits calculated on the salary provided for in the **sabbatical** agreement,

b) Either to put on end to the sabbatical agreement and to receive long term disability benefits calculated on his (her) full salary, The provisions of article 21.8 apply in such a case,

21.11

Should the employee benefit from a maternity or adoption leave, the sabbatical agreement **is** interrupted during the said leave and resumes at the end of such leave, During the interruption, the **collective** agreement **applies**.

Article 22

Leave **of** absence **without pay**

22.1

A permanent employee who has completed his (her) probationary period may request a leave of absence **without pay for good and sufficient** reason,... His (her) request (including the reasons) **must be made in writing at** least thirty (30) days before the intended starting date of the leave and shall include the starting date and the return date,

22.2:

Subject to operational requirements, the Employer may grant such o leave of absence for a maximum period of one (1) year. Should the employee wish to extend a leave of absence, it shall be considered as a new request and the employee follow the same procedure, Such leave or extension there of shall not be denied without goad and **sufficient** reason,

22.3

Requests for such **leave** shall **be considered on a first come, first serve** basis, Should two **(2)** or more employees request such leave at the same **time**, priority shall be **given** to the employee with **the** most seniority,

22.4

An **employee** who wishes to **return to work prior** to the **date** indicated in his (her) request may do so if the Employer permits it. The Employer shall not **withhold** permission unreasonably, **In any case, the** employee must give at least **twenty (20)** calendar days advance notice,

22.5

While on leave of **absence** without pay, an employee accumulates seniority as provided for in articles **29.4** and **29.5**. During such absence, an employee is not covered by the terms of this collective agreement except as provided for 'in articles **5.5** and **22.6**.

22.6

Except as may be **otherwise** agreed, employees on absence without pay do not enjoy **benefits** under this Agreement. **They** may, however, provided **they** pay the entire cost, continue to participate in the employee **benefit plans** described in article **45.2**, subject to the limitations imposed by such plans,

22.7

The company will provide the employee taking such leave with pertinent information as to **the** consequences for **his(her)** benefits,

22.8

The Employer shall, on the expiration of any such leave of absence without pay, reinstate the employee in **the** position that he (she) occupied when the leave of absence from **employment** commenced+

22.9

Subject to Articles **33** and **34**, **where** for any valid reason the Employer cannot reinstate an employee in the **position** referred to in paragraph **22.8**, the Employer shall reinstate the employee in a comparable position with the same wages and **benefits** and in the same **location**.

ARTICLE 23

JOB TITLES, GRADES AND SALARY SCHEDULES

PRODUCTION , TECHNICAL AND OFFICE EMPLOYEES

JOB TITLES		.1990.	.1991.	.1992.	
GRADE 1	MAIL CLERK	START	\$557.89	\$647.38	\$742.46
		1 YEAR	\$615.38	\$705.08	\$800.15
		2 YEARS	\$673.08	\$762.77	\$857.84
		3 YEARS	\$730.77	\$820.46	\$915.54
		4 YEARS	\$788.46	\$878.15	\$973.23
GRADE 2	ASSISTANT LIBRARIAN	START	\$673.08	\$762.77	\$857.84
	ASSISTANT SHIPPER RECEIVER	1 YEAR	\$730.77	\$820.46	\$915.54
		2 YEARS	\$788.46	\$878.15	\$973.23
		3 YEARS	\$846.15	\$935.85	\$1 030.92
		4 YEARS	\$903.85	\$993.54	\$1 088.61
		5 YEARS	\$961.54	\$1 051.23	\$1 146.30
GRADE 3	CLERK TYPIST	START	\$730.77	\$820.46	\$915.54
	DUPLICATING MACHINE OPERATOR	1 YEAR	\$788.46	\$878.15	\$973.23
	SWITCHBOARD/RECEPTIONIST	2 YEARS	\$846.15	\$935.85	\$1 030.92
		3 YEARS	\$903.85	\$993.54	\$1 088.61
		4 YEARS	\$961.54	\$1 051.23	\$1 146.30
		5 YEARS	\$1 019.23	\$1 108.92	\$1 204.00
GRADE 4	ASSISTANT CARPENTER HANDYPERSON	START	\$730.77	\$820.46	\$915.54
	ASSISTANT PHOTOGRAPHER LABPERSON	1 YEAR	\$788.46	\$878.15	\$973.23
	JANITOR HANDYPERSON	2 YEARS	\$846.15	\$935.85	\$1 030.92
	PROMOTION SCHEDULER/WRITER	3 YEARS	\$903.85	\$993.54	\$1 088.61
		4 YEARS	\$961.54	\$1 051.23	\$1 146.30
		5 YEARS	\$1 019.23	\$1 108.92	\$1 204.00
	6 YEARS	\$1 076.92	\$1 166.62	\$1 261.69	
GRADE 5	BUYER ASSISTANT	START	\$730.77	\$820.46	\$915.54
	OFFSET PRESS OPERATOR	1 YEAR	\$788.46	\$878.15	\$973.23
		2 YEARS	\$846.15	\$935.85	\$1 030.92
		3 YEARS	\$903.85	\$993.54	\$1 088.61
		4 YEARS	\$961.54	\$1 051.23	\$1 146.30
		5 YEARS	\$1 019.23	\$1 108.92	\$1 204.00
		6 YEARS	\$1 076.92	\$1 166.62	\$1 261.69
	7 YEARS	\$1 134.62	\$1 224.31	\$1 319.38	
GRADE 6	PROPMASTER	START	\$730.77	\$820.46	\$915.54
	SHIPPER/RECEIVER	1 YEAR	\$788.46	\$878.15	\$973.23
	TELEVISION ASSISTANT	2 YEARS	\$846.15	\$935.85	\$1 030.92
	WARDROBE PERSON	3 YEARS	\$903.85	\$993.54	\$1 088.61
		4 YEARS	\$961.54	\$1 051.23	\$1 146.30
		5 YEARS	\$1 019.23	\$1 108.92	\$1 204.00
		6 YEARS	\$1 076.92	\$1 166.62	\$1 261.69
		7 YEARS	\$1 134.62	\$1 224.31	\$1 319.38
		8 YEARS	\$1 192.31	\$1 282.00	\$1 377.07
	9 YEARS	\$1 250.00	\$1 339.69	\$1 434.77	

GRADE 7

ACCOUNTING CLERK

START	\$730,77	\$820,48	\$915,54
1 YEAR	\$788,48	\$878,15	\$973,23
2 YEARS	\$846,15	\$935,85	\$1 030,92
3 YEARS	\$903,85	\$993,54	\$1 088,61
4 YEARS	\$961,54	\$1 051,23	\$1 146,30
5 YEARS	\$1 019,23	\$1 108,92	\$1 204,00
6 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
7 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
8 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
9 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
10 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
11 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
12 YEARS	\$1 423,08	\$1 512,77	\$1 607,84

GRADE 8

CREDIT OFFICER
PROMOTION WRITER PUBLICIST
RESEARCHER
TRAFFIC BILLING CLERK

START	\$846,15	\$935,85	\$1 030,92
1 YEAR	\$903,85	\$993,54	\$1 088,61
2 YEARS	\$961,54	\$1 051,23	\$1 146,30
3 YEARS	\$1 019,23	\$1 108,92	\$1 204,00
4 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
5 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
6 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
7 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
8 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
9 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
10 YEARS	\$1 423,08	\$1 512,77	\$1 607,84

GRADE 9

PROMOTION WRITER
LIBRARIAN

START	\$961,54	\$1 051,23	\$1 146,30
1 YEAR	\$1 019,23	\$1 108,92	\$1 204,00
2 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
3 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
4 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
5 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
6 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
7 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
8 YEARS	\$1 423,08	\$1 512,77	\$1 607,84
9 YEARS	\$1 480,77	\$1 570,46	\$1 665,54
10 YEARS	\$1 538,46	\$1 628,15	\$1 723,23

GRADE 10

AUDIO OPERATOR
CAMERAPERSON
CARPENTER
DRAFTPERSON
ELECTRICIAN
FILM/ENG EDITOR
GRAPHIC ARTIST
HAIR DRESSER
LIGHTINGPERSON
MAKE-UP ARTIST
MASTER CONTROL OPERATOR
OPERATIONS SCHEDULER
PHOTOGRAPHER LABPERSON
PRODUCTION ASSISTANT
PROJECTS TECHNICIAN IN BUILDING MECHANICS
SET DECORATOR
STATIONARY/ENGINEPERSON (LICENSED)
SWITCHER
VIDEO OPERATOR
VIDEO TAPE OPERATOR
VIDEOGRAPH OPERATOR

START	\$961,54	\$1 051,23	\$1 146,30
1 YEAR	\$1 019,23	\$1 108,92	\$1 204,00
2 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
3 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
4 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
5 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
6 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
7 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
8 YEARS	\$1 423,08	\$1 512,77	\$1 607,84
9 YEARS	\$1 480,77	\$1 570,46	\$1 665,54
10 YEARS	\$1 538,46	\$1 628,15	\$1 723,23
11 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
12 YEARS	\$1 653,85	\$1 743,54	\$1 838,61

NOTE: EXCEPTIONS ARE PROVIDED FOR IN APPENDIX "C"

GRADE 11

COMPUTER PROGRAMMER ANALYST	START	\$961,54	\$1 051,23	\$1 146,30
TRAFFIC BILLING COORDINATOR	1 YEAR	\$1 019,23	\$1 108,92	\$1 204,00
	2 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
	3 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
	4 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
	5 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
	6 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
	7 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
	8 YEARS	\$1 423,08	\$1 512,77	\$1 607,84
	9 YEARS	\$1 480,77	\$1 570,46	\$1 665,54
	10 YEARS	\$1 538,46	\$1 628,15	\$1 723,23
	11 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
	12 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
	13 YEARS	\$1 711,54	\$1 801,23	\$1 896,30

GRADE 12

CHIEF STATIONARY ENGINEERPERSON	START	\$961,54	\$1 051,23	\$1 146,30
FILME.N.G. EDITOR COORDINATOR	1 YEAR	\$1 019,23	\$1 108,92	\$1 204,00
LIGHTING DIRECTOR	2 YEARS	\$1 076,92	\$1 166,62	\$1 261,69
MASTER CONTROL OPE. COORD.	3 YEARS	\$1 134,62	\$1 224,31	\$1 319,38
MASTER ELECTRICIAN	4 YEARS	\$1 192,31	\$1 282,00	\$1 377,07
OPERATIONS COORDINATOR	5 YEARS	\$1 250,00	\$1 339,69	\$1 434,77
PROMOTION EDITOR/WRITER	6 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
REPORTER-WRITER	7 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
SET DESIGNER	8 YEARS	\$1 423,08	\$1 512,77	\$1 607,84
TECHNICIAN (MECHANICAL)	9 YEARS	\$1 480,77	\$1 570,46	St 665,54
VIDEOTAPE EDITOR	10 YEARS	\$1 538,46	\$1 628,15	\$1 723,23
VIDEOTAPE OPERATOR COORDINATOR	11 YEARS	\$1 596,15	\$1 685,85	St 780,92
	12 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
	13 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
	14 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
	15 YEARS	\$1 826,92	\$1 916,62	\$2 011,69

GRADE 13

FLOOR MANAGER	START	\$1 192,31	\$1 282,00	\$1 377,07
PROPMASER SUPERVISOR (SEE NOTE)	1 YEAR	\$1 250,00	St 339,69	\$1 434,77
TELEVISION TECHNICIAN	2 YEARS	\$1 307,69	\$1 397,38	\$1 492,46
TRANSMITTER TECHNICIAN	3 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
	4 YEARS	\$1 423,08	\$1 512,77	St 607,84
	5 YEARS	\$1 480,77	\$1 570,46	St 665,54
	6 YEARS	\$1 538,46	\$1 628,15	\$1 723,23
	7 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
	8 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
	9 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
	10 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
	11 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
	12 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
	13 YEARS	\$1 942,31	\$2 032,00	\$2 127,07

NOTE THIS FUNCTION WILL SE ABOLISHED
WHEN THE CURRENT INCUMBENT LEAVES

GRADE 14

ASSIGNMENT EDITOR	START	\$1 250,00	\$1 339,69	\$1 434,77
NEWS EDITOR	1 YEAR	\$1 307,69	\$1 397,38	\$1 492,46
TELEVISION TECHNICIAN COORDINATOR	2 YEARS	\$1 365,38	\$1 455,08	\$1 550,15
	3 YEARS	\$1 423,08	\$1 512,77	\$1 607,84
	4 YEARS	\$1 480,77	\$1 570,46	\$1 665,54
	5 YEARS	\$1 538,46	St 628,15	\$1 723,23
	6 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
	7 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
	8 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
	9 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
	10 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
	11 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
	12 YEARS	\$1 942,31	\$2 032,00	\$2 127,07
	13 YEARS	\$2 000,00	\$2 089,69	\$2 184,77

GRADE 15

BUYER/MAIL SUPERVISOR	START	\$1 480,77	\$1 570,46	\$1 665,54
PROMOTION SUPERVISOR/OFFICE	1 YEAR	\$1 538,46	\$1 628,15	\$1 723,23
	2 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
	3 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
	4 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
	5 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
	6 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
	7 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
	8 YEARS	\$1 942,31	\$2 032,00	\$2 127,07
	9 YEARS	\$2 000,00	\$2 089,69	\$2 184,77
	10 YEARS	\$2 057,69	\$2 147,38	\$2 242,46
	11 YEARS	\$2 115,38	\$2 205,08	\$2 300,15

GRADE 16

BUILDING SERVICE SUPERVISOR	START	\$1 480,77	\$1 570,46	\$1 665,54
CARPENTRY SUPERVISOR	1 YEAR	\$1 538,46	\$1 628,15	\$1 723,23
FILM/TAPE LIBRARIAN SUPERVISOR	2 YEARS	\$1 596,15	\$1 685,85	\$1 780,92
GRAPHIC DEPARTMENT SUPERVISOR	3 YEARS	\$1 653,85	\$1 743,54	St 838,61
OPERATIONS SUPERVISOR	4 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
PHOTO SUPERVISOR	5 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
PRODUCTION DEPARTMENT SUPERVISOR	6 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
SUPERVISOR SPECIAL PROJECTS (NEWS)	7 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
TECHNICAL MAINTENANCE SUPERVISOR	8 YEARS	\$1 942,31	\$2 032,00	\$2 127,07
VTR SUPERVISOR	9 YEARS	\$2 000,00	\$2 089,69	\$2 184,77
	10 YEARS	\$2 057,69	\$2 147,38	\$2 242,46
	11 YEARS	\$2 115,38	\$2 205,08	\$2 300,15
	12 YEARS	\$2 173,08	\$2 262,77	\$2 357,84
	13 YEARS	\$2 230,77	\$2 320,46	\$2 415,54

TALENT EMPLOYEES

		JOB TITLES			
		.1990.	.1991.	.1992.	
GRADE A	STAFF ANNOUNCER	START	St 423,08	St 512,77	St 607,84
		1 YEAR	\$1 480,77	\$1 570,46	
		2 YEARS	\$1 538,48	\$1 628,15	\$1 723,23
		3 YEARS	\$1 596,15	\$1 685,85	St 780,92
		4 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
		5 YEARS	\$1 711,54	St 801,23	St 896,30
		6 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
		7 YEARS	St 826,92	\$1 916,62	\$2 011,69
		8 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
		9 YEARS	\$1 942,31	\$2 032,00	\$2 127,07
		10 YEARS	\$2 000,00	\$2 089,69	\$2 184,77
		11 YEARS	\$2 057,69	\$2 147,38	\$2 242,46
GRADE B	NEWSCASTERWRITER	START	\$1 480,77	St 570,46	St 665,54
		1 YEAR	St 538,48	\$1 628,15	\$1 723,23
		2 YEARS	St 596,15	\$1 685,85	\$1 780,92
		3 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
		4 YEARS	\$1 711,54	St 801,23	\$1 896,30
		5 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
		6 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
		7 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
		8 YEARS	St 942,31	\$2 032,00	\$2 127,07
		9 YEARS	\$2 000,00	\$2 089,69	\$2 184,77
		10 YEARS	\$2 057,69	\$2 147,38	\$2 242,46
		11 YEARS	\$2 115,38	\$2 205,08	\$2 300,15
12 YEARS	\$2 173,08	\$2 262,77	\$2 357,84		
GRADE C	SPORTSCASTERWRITER	START	\$1 480,77	St 570,46	\$1 665,54
		1 YEAR	\$1 538,48	\$1 628,15	\$1 723,23
		2 YEARS	\$1 596,15	St 685,85	St 780,92
		3 YEARS	\$1 653,85	\$1 743,54	\$1 838,61
		4 YEARS	\$1 711,54	\$1 801,23	\$1 896,30
		5 YEARS	\$1 769,23	\$1 858,92	\$1 954,00
		6 YEARS	\$1 826,92	\$1 916,62	\$2 011,69
		7 YEARS	\$1 884,62	\$1 974,31	\$2 069,38
		8 YEARS	St 942,31	\$2 032,00	\$2 127,07
		9 YEARS	\$2 000,00	\$2 089,69	\$2 184,77
		10 YEARS	\$2 057,69	\$2 147,38	\$2 242,46
		11 YEARS	\$2 115,38	\$2 205,08	\$2 300,15
		12 YEARS	\$2 173,08	\$2 262,77	\$2 357,84
13 YEARS	\$2 230,77	\$2 320,48	\$2 415,54		

ARTICLE 24

GENERAL WAGE PROVISIONS

24.1

All employees at the **official** signing of this agreement will be slotted in accordance with Appendix 'B'.

For 1990, all permanent employees in the employ of the Employer at the **date** of official signing of this agreement shall receive **5%** of their basic salary as of December 31, 1990 or two thousand two hundred dollars (**2,200 \$**), whichever is greater. This amount will be pro-rated to the employee's period of employment during 1990. (This amount may be a salary increase, lump sum payment or a combination of both.)

During the year 1991, all permanent employees shall receive two thousand three hundred and thirty-two dollars (**2332 \$**) or **6%** of their December 31, 1990 rate, pro-rated over the year, whichever is greater. (This amount may be a salary increase, lump sum payment or a combination of both,) Employees whose slotted salary is within the scale at the beginning of the year, the increase shall be based on the scale only,

During the year 1992, all permanent employees shall receive two thousand four hundred and seventy-two dollars (**2472 \$**) or **6%** of their December 31, 1991 rate, pro-rated over the year, whichever is greater, (This amount may be a salary increase, lump sum payment or a combination of both.) Employees whose slotted salary is within the scale at the beginning of the year, the increase shall be based on the scale **only**.

24.2

When an employee's actual **bi-weekly** salary exceeds the maximum of his(her) grade, his(her) rate shall **remain** unchanged until such time as the salary scale reaches the employee's actual **bi-weekly** rate,

24.3

When the salary schedule defined in Article 23 matches the employee's bi-weekly rate as determined on December 31, 1990, such employee shall **be paid** according to the new salary schedule. However, if the salary schedule defined in article 23 **partially** exceeds the employee's **bi-weekly** rate as determined on December 31, 1990, such employee shall be paid the difference between their actual rate as pro-rated over the remainder of the calendar year and the lump sum as provided for in **article 24.1**.

24.4

If the annual lump sum determined at the **start** of a calendar year is **260 \$** or less, it shall be paid in total at the nearest **pay period**. Otherwise, this sum shall be **divided** into **26** equal parts and each part shall be added to the employee's bi-weekly **cheque**.

In either case, lump sum payments shall not be deemed to be part of the employee's actual base rate.

24.5

Progression through the salary scale within each grade as defined in Article 23 shall automatically occur on the employee's annual anniversary date of appointment or promotion to the salary grade,

24.5.1

Any contractual increases shall be made retroactive to the start of the pay period if it falls during the first seven (**7**) days of that pay period and shall be effective at the start of the next pay period if it falls during the last seven (**7**) day period. In all other cases, the adjustment in salaries will be effective at the start of the **pay period** following that in which the change falls due.

24.6

Excepting lay-offs and day-to-day reassignments, should an employee be reclassified to a job, the salary grade of which is lower than that of **his(her)** current job, **his(her)** rate shall remain unaltered except that it shall not exceed the maximum of the grade into which **he(she)** is **reclassified**.

24.7

Where an employee's salary exceeds the maximum of the grade in which **his(her)** job is classified, the Employer shall have the right to reclassify the employee into another job within the bargaining unit for which **he(she)** is qualified, the salary grade of which is more in keeping with **his(her)** salary.

24.8

Payment of salary cheques shall be made on alternate Fridays before noon and shall cover the **pay period** ending on the **preceding** Monday at **05:00 hours**.

24.8.1

Payment of overtime shall be made at the same time as the regular salary pay and shall cover the two (**2**) week period covered by the salary pay cheque,

Article 25

FEES - TELEVISION

APPLICABLE TO TALENT EMPLOYEES ONLY

25.1 Local Recorded Commercial Announcements

The following shall apply to commercials produced at the Company's request for airing on CFCF-TV for local retail or service advertisers and involving members of the bargaining unit:

25.1.1.

i) Performers on camera in speaking roles shall be paid one hundred and ninety-five dollars (195.00\$), effective date of signature of the agreement and for the duration thereof.

ii) Performers appearing on camera in non-speaking roles shall be paid one hundred and twenty-five dollars (125.00\$), effective date of signature of the agreement and for the duration thereof,

These payments shall be for each thirteen (13) weeks of use, The maximum session call shall be four (4) hours, Should the recording session exceed that maximum, additional hours shall be paid at the rate of thirty-five dollars (35,00\$) per hour.

25.1.2

When an off camera television commercial is recorded one hundred and twenty-five dollars (125.00\$), effective date of signature of the agreement, shall be paid.

This payment shall be for each thirteen (13) weeks of use. The maximum session call shall be four (4) hours, Should the recording session exceed that maximum, additional hours shall be paid at the rate of thirty-five dollars (35,00\$) per hour.

25.2 Live and Recorded Commercials and Programs for Use In Extended Markets i.e. beyond the Montreal Market

Fees and rates for live and recorded commercials and programs for use in extended markets shall, for the bargaining unit employees, be based on the rate and fee schedules used by the Employer for freelance performers for the same commercials and programs in extended markets.

25.3 Minimum Talent Fees on Commercial

Programs and Announcements

Staff **announcers** featured on local commercial programs in which all of portions of the program time **is** purchased by one of more sponsors, such programs **including**, but not limited to, **personality** programs, **M.C.** live talent, **M.C.** specialty shows, commentary, **sports** programs, telephone interviews, shall receive talent fees provided below for the sponsored **time** segments specified, irrespective of **the** number of sponsors.

25.2.1 OFF CAMERA

	Signature	1991	1992
5 minutes	34.35	25.70	27.00
10 minutes	40.00	36.10	37.90
15 minutes	44.75	47.00	49.35
30-60 minutes	84.70	88.95	93.40
each additional 30 minutes	12.70	13.35	14.00

ON CAMERA

	Signature	1991	1992
5 minutes	45.80	48.10	50.50
10 minutes	64.00	67.20	70.55
15 minutes	84.70	88.95	93.40
15-30 minutes	124.85	131.10	137.65
30-60 minutes	164.30	172.50	181.10
each additional 30 minutes	24.50	25.70	27.00

25.3.2

Those off-camera announcers who present a single item of programming, either as a complete program or as a part of any longer program of any kind of **five (5)** minutes or greater in **length**, will be considered for **the** purposes of this Article as having **been featured**.

25.3.3

The Employer may, from time to time, request other employees in **the** unit to fill a position in **the** talent group,

If the employee agrees to the conditions of filling the position **offered**, he(she) shall be **paid** a performance fee based on **the following** program lengths.

	Signature	1991	1992
Up to 1 minute	\$25.00	\$25.00	\$26.25
More than 1 minute up to 6 minutes	\$50.00	\$50.00	\$52.50
More than 6 minutes up to 15 minutes	\$75.00	\$75.00	\$78.75
More than 15 minutes up to 30 minutes	\$110.00	\$110.00	\$115.50
More than 30 minutes up to 60 minutes (For each additional 15 minutes of program, over 60 minutes)	\$150.00	\$150.00	\$157.50
	\$30.00	\$30.00	\$31.50

25.4 Guaranteed Advance on Talent Fee

In addition to the applicable bi-weekly salary set forth in article 23, the Employer agrees to advance to each regular staff announcer, the sum of \$50.00 bi-weekly, such sum to be a guaranteed advance against the staff announcer's earned commercial fees and other remuneration for which specific fees are provided above.

25.4.1

The Employer agrees to give each staff announcer, a monthly statement showing his (her) commercial fees and other earnings for the month, which statement shall be rendered not later than ten (10) days after the close of the month.

25.4.2

It is understood that only those earned commercial fees and other remunerations which are contracted for by CFCF-TV will be credited against the Guaranteed Advance on Talent Fees. All fees earned by the staff announcer while under contract to any other party will not be credited against the Guaranteed Advance.

25.4.3.

It is further understood that residual payments, that is to say, all payments for use of commercials and programs for use in extended markets after the session and first use payment will not be credited against the Guaranteed Advance on Talent Fees, but will be paid in full to the performer.

25.4.4

Wherever possible, the Station will schedule the production of commercials and additional revenue bearing programs destined for use beyond the immediate CFCF-TV market outside of the announcer's shift and overtime shall not be paid for such performances, However, when scheduling requires the production during the shift, an amount equal to the hourly rate times the actual time spent by the announcer on the production of National commercials and CTV Network programs and at 50% of hourly rate times actual time spent on programs for extended markets, shall be deducted from the fee.

25.5

In **the event** that a member Of the bargaining unit records material which is **considered to be specifically station promotion for use Only on CFCF-TV**, no compensation shall be **paid**. Every effort will be made to schedule such recording during their regular **tour** of duty.

25.6

Where staff is required to take part in the recording of non-broadcast audio-visual, or audio recordings, which are specifically sales promotions or auditions relating to the services of **CFCF-TV**, for use by (i) sales **organizations** or (ii) the sales departments of broadcast outlets owned and operated by **CFCF Inc.**, no compensation should be paid. However, if such material promotes the service of entities other than those aforementioned, the work Shall be performed by full-time staff at a **fee** to be negotiated between the individual and **CFCF Inc.**

Article 26

ADDITIONAL ASSIGNMENTS AND REMOTES

APPLICABLE TO TALENT EMPLOYEES ONLY

26.1 Additional Assignments

The **Employer** has the **right** to arrange a reasonable number of personal appearances by staff announcers and performers, These appearances shall be at no cost to the Employer provided that, if **they** are scheduled outside an announcer's or performers work day, such announcer **or** performer shall be paid for time Spent at the overtime rate. The **employee** shall **not** be required to perform in a manner which **he(she) feels he(she) is not capable**.

26.2 Remoter

When a commercial program **originates** from a remote location during a staff announcer **tour** Of duty no **remote fee shall** be payable for **the** first **occasion** in any one month. The staff announcer **shall** receive double his basic hourly salary (the **hourly** rate used for calculation **shall** never exceed the maximum hourly basic rate of the scale) per hour of broadcast time for all commercial **remotes** within **his(her) shift** beyond the first **occasion** per month at a minimum four hour credit. No fees are payable for **remotes designated** as public service, promotional or charitable **broadcasts**. A staff announcer may refuse a remote broadcast **scheduled** outside **his(her) tour of duty**.

26.3

The Employer agrees that no **announcer will** be required to **add his(her)** name to a product **or service** without **his(her) prior consent**.

Article 27

NOTIFICATION TO THE UNION

27.1

The Employer shall **immediately** mail to the **office** of Local **614 one (1)** copy of each of the following:

27.1.1 NOT APPLICABLE TO TALENT EMPLOYEES

Notice of **vacancy in any classification** within **the** bargaining unit, 27.1.1

27.1.2

- a) Monthly notice of any new **employee** hired, including **his(her)** classification and starting salary;
- b) Monthly notice of transfer, **classification** and annual progression, including the new **bi-weekly** salary of **the** employees concerned;
- c) Monthly notice of hours worked by temporary and part-time employees as well as their grade scale and functions;
- d) Advance notice of lay-off;
- e) NOT APPLICABLE TO TALENT EMPLOYEES
List of employees who applied for vacant **position**; and
- f) Employees seniority list as well as on update every six **(6)** months;
- g) **Changes** to **generic** job descriptions;
- h) NOT APPLICABLE TO TALENT EMPLOYEES
A **list** of **employees** on recall; and
- i) All written **requests** for leave under the provisions of Article **18**;
- j) **Notification** as **per article 30.2** of all employees undergoing formal **training**.
- k) All written **requests** for **leave** of absence **without** pay under **Articles 21** and **22**.

27.1.3

Notice of **dismissal**, extension of probationary period, suspension, resignation, termination, retirement, or any disciplinary action **affecting** any employees **within** the bargaining unit,

27.1.4

Any notice pertaining to the **application** or **agreed** interpretation of this Agreement arising **from** a grievance **meeting**.

Article 28
Employee categories.

28.1 Definitions.

a) Permanent employee means:

a person hired to fill a **permanent position** covered within the scope of the bargaining unit and has completed **his(her) probationary period or extension** thereof.

b) Temporary employee means:

a person hired: to replace an employee for **the** duration of an **authorized** leave of absence as provided for in the collective agreement;
OR
for a specific purpose and for a limited time up to a maximum of nine **(9)** months unless otherwise **mutually** agreed between the parties.

c) Pull-time employee means:

a person hired to work a normal work **week** of thirty seven and one half (37 1/2) hours in the case of **office** and talent employees and of forty **(40)** hours in all other cases. Such an employee may be either permanent or temporary,

d) Part-time **employee** means:

a person hired to work for **variable** periods of time which may be less than the normal daily, **weekly**, and/or **bi-weekly** hours of work. Such an employee may be either **permanent** or **temporary**.

e) Probationary employee means:

a person hired to fill a permanent position but who must first complete a probationary period. **The** probation for Grades 1 to **9** shall be sixty **(60)** continuous days actually worked **but** may be **extended** for an **additional sixty (60)** days upon written notice to the employee by the Employer. **The** probation for Grades **A, B, C** and **Grades 10** and up shall be ninety **(90)** continuous days actually worked but may be **extended** for an additional ninety **(90)** days upon **written notice to the employee** by the Employer, The Employer may **release** a probationary employee, at any time, who is found **unsuitable** to fill the position.

2060

28.2 Benefits.

Permanent full-time employees are subject to all the provisions of this agreement. **Permanent part-time** employees are subject to **all** the provisions of this agreement on a **pro-rated basis and subject to the** limitations of the benefit plans, The pro-ration **is determined** on a **quarterly** basis, Part-time seniority versus full-time seniority cannot be weighted against one **another** and shall be compiled **separately**.

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Temporary employees hired for less than three (3) months are subject to all the provisions of this agreement except for benefits described in Article 45, sick leave, paternity leave, statutory holidays, compassionate leave and vacations. Temporary employees do not accumulate seniority, In lieu of the benefits, temporary employees are covered by the provisions of the Canada Labour Code Part III and shall be paid at a salary rate of not less than the second year level of the applicable grade that corresponds to the duties performed,

Temporary employees hired for more than three (3) months are subject to all the provisions of this agreement except for benefits described in Article 45, paternity leave, statutory holidays leave and vacations. Temporary employees do not accumulate seniority, In lieu of the benefits, temporary employees shall be paid at a salary rate of not less than the second year level of the applicable grade that corresponds to the duties performed.

28.3 Hiring practices.

It is understood that the Employer will refrain from firing/re-hiring practices designed to extend the length of a temporary employee's service nor will Management use the service of a temporary employee to avoid filling a permanent position.

28.4 Restriction.

The use of temporary and part-time employees will not result in the reduction of the permanent work force nor will they be used to avoid the hiring of permanent full-time employees or for the express purpose of avoiding the payment of overtime.

28.5 Creation of a permanent position.

In the case of a temporary position (except where this position is created for the duration of an authorized leave of absence) which exceeds the nine (9) month limit specified in article 28.1, the position will then become permanent and subject to articles 28 and 27. In no case will there be pyramiding of same hours worked by employees in any one job function.

When a temporary employee becomes a permanent employee in the same job function and has served a minimum of six (6) months in a nine (9) month period in that same function, it is understood that the employee will have served the probationary period.

28.6 APPLICABLE TO TALENT EMPLOYEES ONLY

The parties agree that an employee may be given the opportunity individually to negotiate a personal contract with the Company. Personal contracts and letters of agreement shall not provide for salary and benefits that are less than those outlined in the present collective agreement.

Article 29

SENIORITY

APPLICABLE TO OFFICE, **PRODUCTION** AND **TECHNICAL** EMPLOYEES ONLY

29.1

Employee's seniority shall be **deemed** to have commenced on **the** day of hiring by **the** Employer or the day of hiring by the Employer and the Union as outlined in **the** Memorandum of Successor Agreement signed **July 28, 1972**, and shall equal **the** total length of **continuous service**. It shall relate to the choice of vacation periods and vacation entitlement,

29.2

Unit seniority shall be measured by the total length of continuous service within the unit and shall **relate** to lay-offs, recalls, **promotions**, transfers, **reclassifications** and wages. *27, 11, 10, 10 - 1*

29.3

Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement,

29.4

Unit seniority shall be broken and cease to exist if:

29.4.1

The employee resigns.

29.4.2

The employee is **discharged**.

29.4.3

The employee is absent, without **authorization**, from work for **five (5)** consecutive working days or more.

29.4.4

The employee is **absent** beyond the time limit of an **authorized** sick leave of **leave Of absence**, or extension thereof.

29.4.5

Seniority will **cease** to **accumulate**:

29.5.1

During that part of a lay-off which exceeds three **(3)** months.

29.5.2

During that part of a **leave** of absence without pay which exceeds one (1) month for each two (2) full years of seniority at the **time** the leave commences.

29.6

An employee leaving **during his** lay-off notice period shall not **see** his service seniority interrupted with the Employer.

29.7

Except during the probationary period, seniority shall be **recorded** in whole months, An employee engaged between the first (1st) and the **fifteenth** (15th) of the month inclusive shall **be** given credit for that month and an employee engaged **between** the **sixteenth** (16th) and the end of that month shall not be given credit for that month. An **employee** laid off between **the** sixteenth (16th) and the end of the month shall be given **credit** for that month and an employee laid off **between** the first (1st) and the **fifteenth** (15th) of the month shall not be given credit for that month,

29.8

For non-permanent employees, the Employer shall **keep** a record of **service** for each single occasion **the** employee is called to work, **Service** shall accrue at the rate of half a day (1/2) **for** a call of four (4) hours in a day, and a **full day** (1) shall be credited for a Call over four (4) hours.

This record of service will apply to determine the seniority of a non-permanent employee becoming permanent in **accordance** with **Article 27.1**.

Article 29A

SENIORITY

APPLICABLE TO TALENT EMPLOYEES ONLY

29A.1

Employee's **seniority** shall be deemed to have commenced on the **day** of hiring by the Employer and **shall** equal the total length of continuous **service**. It shall **relate** to **the** choice of **vacation** periods and **vacation entitlement**.

29A.2

Seniority shall not be established until **the probationary** period has been served but shall then count from the date of engagement,

29A.3

Seniority shall be broken and **cease** to exist if:

29A.3.1

The employee **resigns**.

29A.3.2

The employee is terminated.

29A.3.3

The employee is absent without authorization from work for five (5) consecutive working days or more

29A.3.4

The employee is absent beyond the time limit of an authorized sick leave or leave of absence or extension thereof.

29A.3.5

The employee retires

29A.4

Seniority will cease to accumulate:

29A.4.1

During that part of a leave of absence without pay which exceeds one (1) month for each two (2) full years of seniority at the time the leave commences.

29A.4.2

During that part of a lay-off which exceeds three (3) months.

29A.5

Except during the probationary period, seniority shall be reported in whole months. An employee engaged between the first (1st) and the fifteenth (15th) of the month inclusive shall be given credit for that month and an employee engaged between the sixteenth (16th) and the end of that month shall not be given credit for that month,

Article 30

UPGRADING

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

30.1

When an employee is scheduled or authorized to work in a higher grade than that to which he/she is regularly assigned, he/she shall be paid at an additional one-quarter (1/4) times for all hours worked for the period he/she is upgraded. Minimum credit shall be one (1) hour

This onequarter (1/4) basic rate shall not apply in the case of an employee temporarily assigned to cover an approved absence for Union activities under the provisions of Articles 20.1.3, 20.2.1 and 20.2.2.

30.1.2

If a technical or production employee is upgraded for **twenty-five (25)** hours or more per **week**, or in the case of an office **employee** twenty-two (22) hours or more per week, over a **period** Of three (3) months, the position filled by this **upgraded** employee shall become permanent and subject to **Article 31**.

30.2

When an employee is upgraded expressly for training and **under** direct supervision for a maximum **period** of three (3) months, Article 30.1 shall not apply,

30.3

An **employee** may be assigned to a higher grade for a trial up to a maximum of three (3) calendar months, **In** the event **he(she)** shall satisfactorily complete his(her) trial period, **he(she)** shall be confirmed in the higher **grade** effective as of the commencement of such **trial** period.

30.4

Upgrading shall not be **used** to avoid paying overtime to employees of the same job classification.

30.5 Downgrading

An employee may be called upon to perform any job other than his(her) own, in the grade **he(she)** is classified or below, which the Employer judges **he(she)** is competent to perform. Employees performing such jobs shall be paid an additional two dollars (**\$2.00**) per hour for hours worked in such jobs, This two dollars (**\$2.00**) basic **rate** shall not apply in the case of an employee temporarily assigned to cover a sick leave in excess of **five (5)** days or approved absence for Union activities. **No** employee will be called upon to perform **multiple**, simultaneous **duties** irrespective of any compensation except as may be necessary to maintain broadcasting services in an emergency, The **present** paragraph shall not be used to avoid paying overtime to the employees of a same job **classification**.

ARTICLE 31

PROMOTIONS AND VACANCIES

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Article 31.1 Definitions

- a> Promotion means :
The assignment of an employee to a **position** with generally more responsibilities and/or **with** a higher grade.

- b) Transfer means :
The **assignment** of an employee to a position within the same grade,
- c) Demotion means :
The assignment of an employee to a position with **generally** fewer responsibilities and/or with a lower grade.

NOTE The assignment is either temporary or permanent depending on the status of the position to be filled,

3 1.2 Posting procedure

Whenever a new position is created or whenever a position becomes vacant which the Employer decides to fill he proceeds to a **posting** according to the following procedure :

- a> **The** posting must take place within twenty **(20)** calendar days of the vacancy. Should the Employer decide not to fill or to abolish the position, he notifies the Union in writing within the said twenty **(20)** calendar day period,
- b) At the Union's request, the Employer agrees to meet with the Union within ten **(10)** calendar days of the **notice** referred to in a) above in order to evaluate the impact of this decision.
- c) A notice of vacancy posting shall provide the following information:
 - 1) **The** position **title**;
 - 2) **The** department;
 - 3) The posting period;
 - 4) The status of **the** position i.e. - full-time **or** part-time temporary or permanent;
 - 5) A summary of the function;
 - 6) **The** subunit i.e. technical of **office**;
 - 7) The **qualifications** and requirements for **the** position;
 - 8) The estimated starting date;
 - 9) The grade of the position to be filled.
- d) **The** posting appears at least on **five (5)** bulletin boards.
- e) Prior to the **expiry** date specified on the pasting, notice of vacancies shall be posted for not less than seven **(7)** calendar days for permanent vacancies and two **(2)** calendar days for temporary vacancies,
- f) The **Union** may, while the notice of vacancy **is posted** as provided for in the present Article, submit names of employees,

- g) **The selection of the Successful candidate is made within thirty (30) calendar days from the end of the posting period. The name of the successful candidate is then posted on the bulletin boards.**
- h) **Where the successful candidate is an employee on an authorized leave of absence, the trial period starts on the first day the employee is back to work and commences in his (her) new position**

31.3 Promotions and vacancies

The position is filled by an **applicant** having the ability to perform the function as **posted**. The Employer makes the selection based on **the** following factors:

Qualifications and experience in relation with the requirements listed in the posting,

When the above factors are equal between two **(2)** or more applicants, unit seniority will be the determining factor,

31.4 Promotions and vacancies

If no **employee** in the **bargaining** unit is qualified for the vacancy as posted, the vacancy may be filled from **outside** the unit.

31.5 Recognition of experience

When **the** Employer hires a new **employee** or when the Employer **selects** a temporary employee to **fill** a permanent position, **he(she)** may credit such employee with a certain number of years of experience and award him (her) a salary rate in proportion to this **recognized** experience,

31.6

The fact that an employee **did not apply** for or refused a position does not affect his (her) right to **apply for a position** in the future,

31.7 Temporary filling of vacancies

The **Employer** may **decide** to temporarily fill a vacant position until such **time as** the **successfull** candidate is selected and starts on the **job**. In such **cases, article 30.5** or, at the Employers discretion, **31.2 e), shall apply.**

31.8 Filling of a temporary vacancy by a permanent employee

When as a result of **articles 31.2 and 31.3**, a **temporary vacancy is** fitted by a permanent employee, the following shall **apply**:

- the **employee** keeps the same **anniversary date**;

in the **case** of a **promotion**, the employee's **bi-weekly** rate of pay shall be set at the second **year level** of **the** applicable **grade** or, **the** employee shall receive an **additional** two dollars and **fifty cents (\$2.50)** per hour worked, **whichever is lesser**;

the employee keeps his (her) permanent status;

the employee returns to his (her) **original** permanent position when the temporary **position** is **terminated**.

Trial period.

An employee selected to fill a vacancy in accordance with article 3 1.3, shall be on a trial basis for a period of up to **three (3)** months continuous and uninterrupted service but may be extended for an additional **three (3)** months upon written notice to the employee by **the** Employer.

During the trial period, the Employer may return an employee to his (her) former job, or, at the employee's request, he (she) may be returned to his (her) former **job**. In such cases, the employee reverts to his (her) former salary and grade. If his (her) former job is **filled**, he (she) may be placed in a position of comparable salary and the provisions of Article 3 1.1 and 3 1.4 will not apply.

31.10

The Employer agrees not to fill the vacancy (except as provided for in 3 1.7 above) before the **expiration** of the posting period provided for in **article 3 1.2 above**.

31.11 Information to Union

The Employer **gives** the Union :

- 1) **copy** of the **posting**;
- 2) within seven **(7)** calendar days of the end of **the** posting period, the name of **employees** who **have** applied;
- 3) the name of the successful candidate.

The Employer **will** notify **the** unsuccessful employees of the name of the **successful candidate**.

At the unsuccessful employee's request, the Employer will provide him (**her**) with the **reasons** as to why he (she) was not **chosen**.

31.12 Vacancies outside bargaining unit

Whenever a **position is created** Or becomes vacant **outside** the bargaining unit, the Employer agrees to consider the **applications** submitted in writing by bargaining unit **members**.

31.13 Transfer outside of bargaining unit

No employee shall be **transferred** or assigned to a position outside the unit without his (her) consent. No **employee** shall be **penalized** in any way for refusing to accept such transfer or assignment.

31.14 Videotape editor

An employee may be assigned **for** a trial period of up to a maximum of twelve (12) calendar months for the purpose of training and apprenticeship as a Videotape Editor.

In the event the employee shall satisfactorily complete the twelve (12) month period, the employee shall be confirmed in the position and be paid **retroactively** from the end of the ninth (9th) month at the appropriate rate.

Article 32

PERFORMANCE AND DISCIPLINE

32.1

Employees shall be advised in writing **immediately** of the content of any review or report which concerns **them**. If such a review or report is to be made part of the employee's file, **he(she)** shall have the opportunity to **reply** and such reply shall **also become** part of his(her) file.

32.2

The Employer will **remove** all **adverse** reports in the employee's **file** provided the **same incident has not recurred** and **so inform him(her)** in **writing** as follows:

- a) At the end of six (6) months for a **notice** of reprimand.
- b) At the end of **twelve (12)** months for a **suspension**.

This would not **apply** for an employee involved in a grievance or arbitration procedure, until such procedure is **resolved**.

32.3

No employee shall be suspended, discharged or otherwise disciplined without just cause.

32.4

An employee shall have access to his(her) Human **Resources** Department file in the presence of a member of the Human **Resources Department** during his(her) **normal office** hours.

32.5 APPLICABLE TO TALENT EMPLOYEES ONLY

Any employees, except probationary employees, whose employment is terminated **because** of unsatisfactory performance or **disciplinary** measures, except in the case of gross misconduct, shall be **entitled** to two (2) weeks notice or pay in lieu thereof.

Article 33

LAY-OFF

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

33.1

When, as a result of automation or for lack of work, lay-offs of employees are to be **made**, the Employer shall determine what jobs are to be left vacant or abolished and the **number** of employees to be laid off. Where employees are to be laid off, such lay-offs shall proceed in inverse order of unit seniority, provided that no **employee is to be displaced by an employee with more unit seniority unless he(she) can fulfill the normal functions of the job filled by the employee with less seniority.** ✓

An employee about to be laid off who has **the** normal qualifications for another job may apply **his(her)** unit seniority and transfer laterally or revert to another such **job**.

At least sixty (**60**) days prior to the lay-off notices being sent to a group of five (5) or more **employees, the Union-Management Consultation** Committee will meet and develop an adjustment **program to eliminate** the necessity for the termination of employment or to **minimize** the impact of such termination on the redundant employees and to assist those employees in obtaining other employment. ✓

33.1.1

In an employee **has** twelve (12) months or more seniority in the unit and is transferred out of the unit to a job in the Broadcast **Division** of the Company and **he(she)** is laid off, **he(she) will** retain all rights **mentioned** in Article **33.1** above for one (1) year from **the time he(she) transferred** out of this unit,

33.1.2

Should an employee be reclassified to a job **as** provided in Article **33.1**, the salary **grade** of which is **lower** than that of **his(her)** current job, **his(her)** rate will remain frozen until such time as the increases in the lower **grade** attain the **level** of the frozen salary, save **that** the employee will obtain the **contractual** annual increase applicable to the **lower grade**.

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33.2

The Employer must advise In **writing** both the **Union** and the employee to be laid off at least ~~thirty (30) days~~ in advance of the proposed ~~lay-off due~~ to lack of work or ninety (90) days due to **automation**.

33.3

The Employer shall make **every** effort to place such employees on lay-off elsewhere in the Employer's employ,

33.4

At the written request of any employee thus affected, the Employer undertakes to give him(her) reasonable free time, without loss of pay, to allow him(her) to be interviewed for **employment** outside the service of the Employer,

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33.5

An employee laid off shall remain subject to recall for five hundred and forty-eight (~~548~~) days except for employees who have less than one (1) year seniority who retain their callback rights for a period of ninety (90) days,

33.6

When vacancies occur, the Employer agrees to recall in order of unit seniority (Article 33) laid off employees with the occupational qualifications for such vacancies.

33.6.1

An employee recalled permanently to his(her) regular job or a job of same grade, shall be paid the salary he(she) was paid for that job at the time he(she) was laid off or the salary that may apply due to his(her) **accrued** seniority,

33.6.2

Should an employee be recalled for **permanent** employment, the salary grade of which is lower than his(her) job at time of **lay-off**, the salary will remain frozen until such time as the increases in the **lower** grade attain the level of the frozen salary **save** that the employee will obtain the applicable annual contractual increase but excluding the **anniversary** increments.

33.6.3

The employee on the callback list who is recalled to work after lay-off for his(her) regular job **held** at the beginning of **the lay-off** procedure and does not accept to **report** to work within one (1) **week** after **notice** has been sent to the address on record in the Payroll Department and does not return to work within a further two (2) weeks **will** be considered as **having resigned**.

33.6.4

An **employee** who refuses recall in a **job classification** other than held on a **permanent** basis at the time of **lay-off**, shall **forfeit** his(her) recall right in that other job classification **only**.

33.7

An employee who is laid off **must** be recalled to **fill** a temporary or part-time position for which the employee is **qualified**. Refusal to accept such a position will not forfeit the employee's **right** to be recalled **at** a later date,

33.7.1

Should an employee who is **still** on the **Employer's official** callback **list** be recalled for temporary employment in the same or lower job grade, **he(she)** will be recalled on a weekly basis and be paid the basic salary received at **time** of lay-off or the salary that may apply due to the annual general increase but excluding the anniversary increments, whichever is greater, as well as receive all **benefits** of this Agreement.

33.8

Should an employee be recalled for part-time employment in the same job grade as **his(her)** job at time of lay-off, **he(she)** shall be paid one and one-half (1 1/2) times **his(her)** basic rate at the time of **lay-off** for all hours worked in the day or one and one-half (1 1/2) times the basic rate that may apply due to the annual general increase but excluding the anniversary increments due to **his(her)** accrued seniority.

33.8.1

Should an employee be **recalled** for part-time **employment** in a job grade lower than **his** job at the time of lay-off, **he(she)** shall be paid one and **one-half** (1 1/2) times the maximum of the salary grade into which **he(she)** is recalled.

33.9

Except in case where the employee is called in to replace an employee on sick leave, approved leave of **absence** or vacation, an employee who is **called** back and works continuously for four (4) weeks, shall be **considered** as having been reinstated in permanent employment and may not be laid off again unless all pertinent clauses of Agreement are applied. If the employee has been recalled for a job other than **his(her)** own and this job becomes permanent, **he(she)** still retains all recall rights for the job **he(she)** held **at the** beginning of the lay-off procedure,

Article 33A

LAY-OFF

APPLICABLE TO TALENT EMPLOYEES ONLY

33A.1

Any employee terminated **due** to **automation** or a reduction in the work force shall **be** considered as being **laid** off.

33A.2

When lay-offs of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

33A.3

The Employer must advise in writing both the Union and **the** employee to be laid off at least thirty **(30)** days in advance of the proposed lay-off.

33A.4

During the notice of lay-off period, the Company and **the** Union will make every effort to relocate such employee(s) within or outside **CFCF** Inc.. If some work is found within **CFCF** Inc., such laid-off employee(s) **will** be placed in the appropriate grade. At the written request of any employee thus affected, the Employer undertakes to give him (her) reasonable free time, without loss of pay, to allow him (her) to be interviewed for employment outside the services of the Employer,

33A.5

Subsequent to lay-off, if a job vacancy occurs in **the** bargaining unit, the Company shall **consider** the laid off employee for **re-employment**. The Company shall not be obliged to consider a laid off employee laid off for more than five hundred and forty-eight **(548)** days or ninety **(90)** days in the case of an employee with less than one **(1)** year's seniority, **if** a laid off employee accepts regular on-air **employment** for a direct competitor of **CFCF-TV**, he shall not be considered for **re-employment**.

33A.6

An employee **re-hired** in accordance with Article **33A.5** shall be placed in the appropriate grade,

33A.7

A laid-off employee offered employment in accordance with Article **33A.4** or **33A.5** in a regular position and who refuses shall not be considered for re-employment.

33A.8

A laid off employee who loses seniority rights, or who is no longer to be considered for **re-employment**, or who waives seniority rights, or who is not employed by the Company in any capacity, shall be paid the appropriate separation allowance due at the time of lay-off, as provided in Article **35A**.

Article 34

AUTOMATION

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

34.1

Should the Employer introduce machinery or equipment which automates a process in a way as to affect the employee's job security or render an existing job **classification** redundant or create any significant alteration of the employee's working conditions, the Employer shall notify in writing the Union before implementation of such changes and further, the Employer recognizes his(her) obligation towards his(her) employees by agreeing to the following conditions:

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34.1.1

Should a lay-off be the result of such automation, any employee thus affected shall be served the lay-off notice as specified in Article **33.2** and shall also be eligible for **lay-off or severance pay**.

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34.1.2

In case of lay-off or future change in the employee's working conditions or job security due to the introduction of automation, the Employer agrees to set up a program **of training** or retraining for the employees affected to enable them to become **familiar with the operation** or maintenance of the new equipment.

34.1.3

An employee who refuses training, **retraining**, as outlined in Article **34.1.2**, or works in an equivalent or **higher classification**, forfeits **his(her)** rights to the **severance pay**,

34.1.4

No permanent employee who is on the Company's payroll on the date of the signing of this Agreement **and who accepts** retraining and/or reclassification can be laid off as a direct result of **automation**.

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Article 35

SEVERANCE AN TERMINATION PAYS

APPLICABLE TO OFFICE, PRODUCTION AND **TECHNICAL** EMPLOYEES

35.1

^{3(A-1)}
An employee with ~~one~~ or more ~~years~~ of seniority who is laid off as a result of ~~automation or lack of work shall be entitled~~ to severance pay on the basis of one (1) week of ~~salary per year~~ of uninterrupted service with the Employer,, An employee with seven (7) or more years of continuous service shall receive severance pay at the ~~rate~~ of one (1) week of ~~salary~~ per ~~six (6)~~ month's of such service, In no case shall ~~severance pay be less~~ than four (4) weeks of pay or more than a maximum of twenty-six (26) weeks of pay, At the employee's written request, severance pay shall be paid in a lump sum at the time of lay-off . Employees accepting severance pay at the time of lay-off shall not be subject to recall, An employee who has not requested severance pay at the time of lay-off and has not been recalled within the eighteen (18) month recall period shall receive severance pay in accordance with the above at the expiration of the recall period,

If, during the recall period, an employee is offered a permanent position in the same or higher classification as his(her) job at the time of lay-off and refuses to accept, the ~~severance~~ pay rights will be forfeited.

35.2

If the employee leaves before the termination of his(her) notice period, he(he) shall be remunerated only for the time he(he) remained in the service of the Employer but he(he) remains eligible for ~~severance~~ pay as provided in Article 35.1.

35.3 Termination Pay

Any employee, except probationary employees, whose employment is terminated for any reason, except gross misconduct or a lay-off, shall be entitled to two (2) weeks notice or pay in lieu of notice.

Article 35A

SEPARATION

APPLICABLE TO TALENT EMPLOYEES

35A.1

It is understood and agreed that an employee may have his(her) employment terminated for reasons peculiar to the broadcasting industry, for example: changes in program policy, replacement by more appropriate or more talented personnel, etc. Before implementing decisions in connection with the prerogative referred to herein, the Employer will advise the Union prior to any action being taken of the pertinent facts affecting the employee(s) status, Subsequently, a meeting between the Company and the Union will be arranged to discuss the impact of the decision. It is agreed that failure by the Employer to advise the Union or to hold the meeting as provided above shall render the Employer's decision null and void until such time as the advice is given,

In such cases, the employee shall receive a **separation** allowance in accordance with the following table:

35A.2

Separation allowance shall be four (4) weeks salary prorated for even/ year of seniority, Weekly salary shall be as provided for in the salary scales in Article 23.

35A.3

An employee who is terminated in the present bargaining unit but who remains an employee of the Company in another capacity shall not be eligible for separation allowance,

35A.4

If an employee transfers into a job **classification** included in Grades A, B or C and successfully passes the probationary period, then the **entire** seniority accrued within **CFCF** INC. will be considered for the purpose of this Article,

Should the employee fall to pass the probationary **period** and revert to his(her) previous position, the employee's salary will be reduced to the original salary at the time the move was made and adjusted to include any automatic **increase(s)** which he(she) should have been entitled to had he(she) remained in the same position.

It is understood that if a **position** becomes vacant because of an employee **transferring** into a job classification included in Grades A, B or C , and the Company wishes to **fill** the vacant position, such a **position** may be filled temporarily until the probationary period has **expired**.

Article 36

JURISDICTION

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

36.1

The Employer agrees not to assign to other persons duties normally performed by employees except with regard to the following insofar as it does not result in the replacement or **reduction** of the bargaining unit employees:

36.1.1

Supervisory and Management personnel who may perform **such duties insofar as** they are not used to circumvent the provisions of this Agreement. 3-1 2 }

36.1.2

Employees of CFCF Inc. or its sub-contractors who may do installation, re-arrangement, certain maintenance and construction work and sale demonstrations.

36.1.3

It is understood that the relations between the function of the Newscaster-Writer and the functions covered by this Agreement are regulated by the Canada Labor Relations Board's decision of June 26, 1964.

36.1.4

In the case of commercial productions and originations where the client supplies his(her) own specialists.

36.1.5

The Employer shall have the right to sub-contract for **goods** and services provided that such sub-contracting is not done with the intention of circumventing the **provisions** of this Agreement. ✓

36.1.6

Every videotape recording done by the Employer shall bear the seal of the Union.

36.1.7

Except for **remotes**, whenever possible, those persons employed as Television Assistants shall set up **or** strike any sets **or** props. On **remotes**, all crew members will assist in setting up and striking,

36.1.8

Only permanent CFCF Inc. Management, Sales Personnel, Producers, Directors and Unit employees may operate up to and **including** three quarter (3/4) inch videotape equipment for the purpose of **pre-editing**, screening, content **evaluation** and similar functions in the designated areas only. However, all in

house recordings **which** are to be aired, **must** be recorded by the Unit employees,

36.2

Unless otherwise mutually agreed, the minimum crew on a remote mobile assignment with a portable camera unit shall consist of **a Cameraperson**, and when such work is required, a **VTR Operator**, a **Floor Manager**, a **Lightingperson**, an **Audioperson** and a **Television Assistant**.

Article 37

JOB CLASSIFICATIONS

37.1

The following generic job descriptions are meant to define the job titles and it is herein understood that other related duties are assumed.

TECHNICAL EMPLOYEES

ASSIGNMENT EDITOR

Selects and assigns news stories to be covered. Coordinates movement of **Reporter/Writers** and **Camerapersons**.

ASSISTANT

An employee in this position generally works under the direct supervision of a more senior person holding the same job title.

AUDIO OPERATOR

Performs duties associated with the **setting** up, picking up, operating and mixing of audio for **production**.

CAMERAPERSON

Sets up, strikes, lines up and **performs** duties associated to the operation of a camera used in a production. When using a portable camera, the **Cameraperson** will be required to light.

CARPENTER

Performs carpentry work related to **building** and **television productions**, paints, erects, wallpapers, installs utilities to **sets and props**.

COORDINATOR

Coordinates and performs the activities of related functions.

CHIEF STATIONARY ENGINEPERSON

See Coordinator

DRAFTSPERSON

Conceives and prepares detailed drawings for specific parts of machines, building, structures and products,

ELECTRICIAN

Lays out, assembles, installs, modifies and repairs electrical wiring and otherwise associated systems,

FILM/ENG EDITOR

Operates film, videotape and related equipment including playback, recording and editing. Performs associated clerical duties.

FLOOR MANAGER

Coordinates the activity of talent and crew for productions.

GRAPHIC ARTIST

Conceives, designs and produces artwork for all types of media.

HAIRDRESSER

Responsible for providing hairdressing and hair styling services to persons appearing in productions,

JANITOR/HANDYPERSON

Performs general maintenance and housekeeping activities.

LIBRARIAN

Catalogues, files, labels and retrieves audio-visual material for production and performs related clerical duties,

LIGHTING DIRECTOR

See Coordinator

LIGHTINGPERSON

Conceives, positions, operates, sets up and strikes lighting equipment associated with production,

MAKEUP ARTIST

Responsible for straight and character makeup for use in productions.

MASTER CONTROL OPERATOR

Coordinates the reception and on-air presentation of audio and video from various sources,

MASTER ELECTRICIAN

Must possess a valid A-2 licence, prepares request for renovation permits, meets government inspectors for approval of electrical modifications and performs the activities of an electrician,

NEWS EDITOR

Rewrites, evaluates incoming feeds, lines up news programs, edits reporters' and news copy, coordinates on-air news production with control room, **screens** and selects interview clips.

OPERATIONS SCHEDULER

Schedules **operations** crews, **studios** and equipment,

PHOTOGRAPHER LABPERSON

Sets, lights and operates a still camera to take photographs, and processes exposed film and prepares prints,

PRODUCTION ASSISTANT

Times and coordinates all phases of a production and carries out related clerical duties,

PROMOTION EDITOR/WRITER

Conceives, writes, produces and directs on-air promotional productions and video presentations for corporate, sales and promotional use.

PROPMASTER

Maintains prop-room, orders, catalogues, stores and retrieves props and articles used for productions,

PROJECTS TECHNICIAN IN BUILDING MECHANICS

Ensures technical support in order that the mechanical, electrical or other equipment functions properly and carries out all other associated tasks related to building mechanics.

REPORTER/WRITER

Gathers, investigates, writes, rewrites, interviews and selects interview clips. Screens videotapes, produces news stories, narrates and performs on camera.

RESEARCHER

Does research for news and **production** programs. May book guests and performs related clerical duties.

SET DECORATOR

Selects and prepares necessary props for sets according to specifications by set designer,

SET DESIGNER

Conceives, designs and coordinates the **construction** of sets and furniture,

SHIPPER/RECEIVER

Receives and expedites goods and **materials** and maintains appropriate documentation.

STATIONARY ENGINEERPERSON (licensed)

Operates, modifies and **maintains** stationary engines and mechanical equipment such as boilers, **pumps, compressors**, generators and refrigeration units,

STATIONARY ENGINEPERSON (unlicensed)

An employee In this position generally works under the **direct** supervision of a more senior person holding the same job **title**.

SUPERVISOR

Coordinates the **activities** of various functions and personnel assigned to him(her). May be required to perform functions of those **supervised**.

SUPERVISOR SPECIAL PROJECTS (NEWS)

Plans and coordinates special event programming for news and public affairs, Supervises and schedules satellite mobile,

SWITCHER

Operates video switching and associated equipment, Ensures that all equipment is operating to technical specifications.

TECHNICIAN (Mechanical)

Maintains, installs and modifies mechanical and optical equipment,

TELEVISION ASSISTANT

Sets and strikes props, sets and equipment; operates electrical and mechanical props; assists audio operator, lightingperson, propmaster, cameraperson and carries out general television duties.

TELEVISION TECHNICIAN

Installs, modifies, repairs and maintains **portable**, mobile and stationary broadcast equipment,

TRANSMITTER TECHNICIAN

Operates, **installs**, modifies, repairs, maintains and monitors broadcast **transmitter** and associated control equipment.

VIDEO OPERATOR

tines and sets up cameras, operates camera control units and related camera equipment associated with productions.

VIDEOGRAPH OPERATOR

Operates electronic video graphic and titling equipment,

VIDEOTAPE EDITOR

All work pertaining to videotape operator plus computer assisted editing and electronic special effects.

VIDEOTAPE OPERATOR

Operates videotape and related equipment including playback, recording and editing, Performs associated clerical duties.

WARDROBE PERSON

Performs the care and maintenance of special wardrobe, wigs, costumes and special accessories necessary for productions,

OFFICE EMPLOYEES

ACCOUNTING CLERK-GENERAL

Keeps records of financial transactions, processes miscellaneous invoices, posts and maintains masterfiles and subledgers, performs general clerical duties.

BUYER ASSISTANT

Handles all clerical duties for preparation, processing and issuance of purchase orders, follows up with suppliers.

BUYER/MAIL SUPERVISOR

Selects and buys goods, bases decisions on inventory and costs.

Coordinates the activities of various functions and personnel assigned to him(her). May be required to perform functions of those supervised.

CLERK TYPIST

Performs general clerical work where the majority of duties requires the use of a typewriter and/or word processor.

COMPUTER PROGRAMMER ANALYST

Designs, programs and maintains computer systems.

CREDIT OFFICER

Handles the **clerical**, **credit** and **collection** duties of the **credit** department.

DUPLICATING MACHINE OPERATOR

Operates a duplicating machine reproducing from masters,

MAIL CLERK

Sorts and expedites mail, Keeps appropriate documentation,

OFFSET PRESS OPERATOR

Operates an offset machine reproducing from masters Does collating, padding and cutting, Maintains and requisitions stock of stationary supplies.

PROMOTION SCHEDULER/WRITER

Schedules on-air promos, writes on-air copy and coordinates public service announcements,

PROMOTION WRITER

Conceives, writes, and coordinates promotional, sales and advertising campaigns.

PROMOTION WRITER/PUBLICIST

Coordinates public and media relations. Writes, schedules and coordinates promotions and **advertising**.

SUPERVISOR

Coordinates the activities of various functions and personnel assigned to him(**her**). May be required to perform functions of those supervised.

SWITCHBOARD/RECEPTIONIST

Operates a telephone **switchboard**, receives visitors and messages at the front desk, performs associated clerical duties and books tours,

TRAFFIC & BILLING CLERK

Responsible for creation and completion of on-air logs, inventory control, processing sales orders, material **handling**, and billing.

TRAFFIC & BILLING COORDINATOR

Coordinates and performs the activities of related functions,

TALENT EMPLOYEES

STAFF ANNOUNCER?

A person regularly employed by the station to perform on television, normally scheduled on a **daily** shift basis

Introduces various types of programs, interviews guests, acts as host, and makes other announcements for television broadcasting by performing any combination of the following duties:

identifies station using call letters. Gives cues to control room to insure affiliated stations receive intended program, Reads special announcements. Reads advertisements and may receive payment if applicable in accordance with Article **25**. **Conducts** interviews with persons of interest and acts as host for certain programs. Broadcasts events of interest that originate outside the studio. Observes, evaluates and broadcasts weather, **traffic** conditions and related **information**. Narrates explanatory comments to accompany action parts of television presentations.

NEWSCASTER - WRITER

A person **regularly** employed by the station to write and deliver newscasts.

Prepares and delivers **comments** on news and current affairs,

Analyzes and **evaluates** news items of local, national and International **significances**. Conducts interviews 'with persons knowledgeable about or involved in events of current interest, Prepares scripts for broadcasts and may interpret the facts to **give** a personal assessment of their causes, consequences and likely implications,

May collect and report facts about newsworthy events at scene of special assignment or other **locations** distant from station. May provide extemporaneous commentary on important **public** events.

SPORTSCASTER - WRITER

A person **regularly** employed by the station to **write and deliver** sportscasts on **television**.

Broadcasts sports news, events and information.

Appraises sports news and **information** available through sources, such as:

wire service, press conference and Interview,

Travels to scene of **sports event** and collects all available information concerning assignment through observation, interview and investigation. Writes scripts on basis of timeliness and **likely audience** interest. Reads script on sportscast. Broadcasts running commentary or play-by-play description of sports event, inserting biographical and statistical data, to inform and entertain audience, Interviews sports or public **personalities** at sports event or in studio for live or **delayed** broadcast

May perform other announcing duties, such as making special announcements and reading advertisements,

FREELANCE PERFORMER

A person engaged for a **particular** production or occasion on a contract basis.

As a contributor to a designated television program, either as host or participant, may conduct interviews with various guests which are based on researched material or personal knowledge or developing spontaneity through creative interviewing techniques or perform in their speciality.

For a specified program interviews guests, acts as host makes other announcements for **television** broadcasts by performing any combination of the following duties:

Identifies station using **call** letters. Gives cues to **control** room to insure affiliated stations receive intended program. Reads advertisements at specified times, Conducts **interviews** with persons of interest. Broadcasts events of unusual interest that originate outside the studio. Observes, evaluates and broadcasts related **information**. Narrates explanatory comments to accompany action parts of **television** presentations.

Writes scripts and news **copy**.

37.2 Classification of New or Modified Job

It is **recognized** that job content **may** change from **time** to time and that revised job **descriptions** may be necessary. Such revisions may **change** not Only the description **applicable** to each job but also the relative value of each **job**.

37.2.1

The Employer shall notify the Union in **writing** no **less** than **thirty (30) days** in advance:

- a> of any significant change contemplated to the duties, tasks or **responsibilities** of a job covered by this **Collective Agreement**,
- b) or any **new** job to be created and declared by the Employer, adjudicated or jointly deemed to be the jurisdiction of the bargaining unit,
- c) of the wage group in which the Employer wishes to classify a new or modified job.

37.2.2

The **next** meeting of the Union-Management Consultation Committee shall place the matter on the agenda for discussion, Should differences exist and remain **unresolved** twenty **(20)** days **after** the first meeting, these differences will automatically become a subject for grievance and may be dealt with **accordingly** under Article **47.4** of the grievance procedure and the arbitrator will have the power to establish the proper salary range for the job,

Article 38

TRAVELLING EXPENSES

38.1

For the purpose of this Agreement, the **following** definitions shall apply:

38.1.1

| In-town - anywhere within a thirty **(30)** kilometer radius of the station,

38.1.2

Out-of-town - anywhere beyond the area defined in Article **38.1.1**

38.2

| Employees **on** in-town **remotes** who are required to **provide** their own travelling arrangements to remote locations will be given an allowance of twelve dollars **(12.00\$)** for **1990** and thirteen dollars **(13.00\$)** for **1991** and **1992** per **remote** location, Employees who are **authorized** to use a **taxi** in such cases shall be compensated in accordance with Article 4 1.2.

38.3

| Employees on out-of-town assignments who require overnight **accommodations** shall receive a per diem allowance of **sixty-four** dollars **(64.00\$)** in **1990**, sixty-five dollars **(65.00\$)** in **1991** and sixty-six dollars **(66.00\$)** in **1992** for each twenty-four **(24)** hour period in addition to the cost of **accommodations**. Further, when absences involve fractions of a twenty-four **(24)** hour period, the per diem shall

be in the amount of three **dollars** and **fifty cents (3.50\$)**, per hour to a maximum of sixty-four **dollars (64.00\$)** in 1990, sixty-five **dollars (65.00\$)** in 1991 and sixty-six **dollars (66.00\$)** in 1992.

For employees on **authorized** training courses or **seminars**, the per diem will be forty-five **dollars (45.00\$)** in 1990, forty-seven **dollars and fifty cents (47.50\$)** in 1991 and fifty **dollars (50.00\$)** in 1992.

When **meals** are supplied, the cost of the per diem allowance shall **be reduced** by the cost of each **meal** so supplied at the rate provided for in article 38.4 below. This reduction applies only to **remotes** outside Canada,

38.3.1

Employees on out-of-town assignments shall receive single **accomodations**, at the Employer's expense, when single **accomodation** is available at the location concerned,

38.4

Employees on out-of-town assignments who do not require overnight **accomodations** and are required to purchase their own meals will be compensated as **follows** and, for office, production and technical employees, the meal allowances referred to in Article 11.1.1 and 11.4 would not apply:

	1990	1991	1992
Breakfast	9.50\$	10.00\$	10.00\$
Lunch	17.00\$	17.50\$	17.50\$
Dinner	19.00\$	19.50\$	20.00\$
Subsequentmeats	17.00\$	17.50\$	17.50\$

38.8

The allowance mentioned in Articles **38.3** and **34.4** shall be in addition to the following allowable **expenses**:

38.5.1

The cost of transportation.

38.5.2

The cost of taxis or limousine service **between** point of departure and station or airport, at points of **departure** and return: and between **station Or airport** and hotel, at point of **destination**.

38.5.3

The cost of **vehicles** for the transport of **equipment**.

38.5.4

The cost of extra assistance in **handling equipment**.

38.5.5

The cost of telegrams and long **distance** calls **required** for the Employ&s business and also, in North **America**, one (1) personal station-to station call home after 18:00 hours, local time, to a limit of three (3) minutes on the first day of remote assignment and on alternate days after the first: also a three (3) minute **station-to-station** call home at any time on the last day of the remote assignment; elsewhere, a six (6) minute call home for each five (5) days of remote assignment,

38.5.6

The actual cost Of laundry On Out-of-town assignments of three (3) nights or more upon presentation of receipts.

38.5.7

Portable toilets **shall** be provided on remote assignments where permanent facilities are not available,

38.6

It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible. The advance will be given to the employee prior to his departure time, An accounting of any such expenditures with receipts will be submitted for approval within **five (5)** working day of an employee's return.

38.7 NOT **APPLICABLE** TO TALENT EMPLOYEES

Employees shall not required to be on out-of-town assignments that require overnight **accomodations** of more than nine (9) calendar days,

Article 39

TRAVELLING TIME CREDITS

39.1

For pay purposes, employees **engaged** in travelling **on** an out-of-town assignment for the Employer shall be credited with ail time consumed **when** travelling on such **assignment** except as **provided** in **Article 40**. Such time will be computed:

39.1.1

From the scheduled **time** of the **carrier's** departure when the employee leaves **his(her)** home **for** travel by carrier. if the **carrier's** departure is delayed more than one (1) hour, the employee shall so **advise** the Employer,

39.1.2

From the assigned hour of departure from **his(her)** home, **when** an employee travels by automobile direct to the **assignment**.

39.1.3

From the time **he(he) leaves his(her) normal place** of employment when the employee **reports there** before **proceeding to travel**.

39.1.4

From the **assigned** hour of departure from **his(her)** lodging when an employee is using overnight **accomodations**.

39.1.5

To the time of **arrival** at the final destination, when the employee reaches **his(her)** hotel, in the case of an out-of-town assignment which involves an overnight stay,

**ARTICLE 40
WAIVER OF TIME CREDITS**

40.1

When travelling is on a carrier the employee shall be compensated only as follows:

Travel Hours

Rate

Production/Technical Employees

0 - 8	basic
8 - 16	20% bask
16 and over	25% bask

Office /Talent Employees

0 - 7 1/2	bask
7 1/2 to 15	20% bask
15 and over	25% basic

Travelling time **starts** at time of departure on a carrier and continues to **the** time of **arrival** at the **final** destination, **when** the employee reaches **his (her)** hotel, in the case of an out-of-town **assignment** which involves an overnight **stay**.

40.2

In addition to the rote above, a ten percent (10%) premium will be applied if an economy **seat** is provided. This premium is not applicable if seating **exceeds** economy **class**.

Article 41

USE OF EMPLOYEE'S CAR AND TAXIS

41.1

It is agreed that the use Of **an employee's** car in **executing** the **business** of the Employer is **not compulsory**. if an employee is **authorized** to use his automobile on the Employer's business, he shall be reimbursed **as follows**:

Based on the price of regular unleaded gas at the retail gasoline outlet nearest CFCF:

Up to **.59¢** per litre = **.32¢** per km

This formula **shall** be extended us necessitated by increases or decreases in gasoline prices, **i.e.**, each **.09¢** increase per litre shall advance the reimbursement by **.05¢** per km (**.08\$** per mile),

41.2

An employee working **at** an in-town remote location who has no personal means of transportation and is required to commence or conclude **a** tour of **duty** between **01:00** and **06:00** hours, shall be reimbursed for **taxi** expenses, upon presentation of receipts, up to a maximum of thirty dollars (**\$30.00**).

Transmitter Technicians who have no personal means of **transportation** and who commence or conclude a tour of duty **at a time** when normal public transportation to and from the transmitter is not scheduled, will be reimbursed taxi expenses to or from the nearest **public transportation** point.

41.3

An employee who has no personal **means** of transportation shall be reimbursed by the Employer the cost of taxis when **he(she)** is required to commence or conclude a tour of duty outside of the scheduled hours of essential services in the case of a public transportation **disruption**. Reimbursements will be made upon **presentation** of **receipts** up to a maximum of thirty dollars (**30.00\$**).

ARTICLE 42

CLOTHING AND ALLOWANCES

42.1

Notwithstanding the **provisions** of Article 7, **Camerapersons** and their Assistants, assigned to news or the Production **department**, shall receive, upon presentation of receipts, a **monthly** clothing **allowance** of forty dollars (**\$40.00**).

It is understood that this allowance is to **be used** towards the purchase of clothing used at work.

42.2

Notwithstanding the above, permanent Reporter/Writers and permanent talent employees shall receive, upon presentation of receipts, a monthly 'dry cleaning' allowance of forty dollars (\$40.00).

It is understood that this allowance is to be used towards the 'dry cleaning' of clothing used at work.

42.3 Clothing Allowance

Permanent Reporter-Writers who regularly appear on camera shall receive, upon presentation of receipts, four hundred and seventy-five dollars (475\$) in annual clothing allowance.

Permanent talent employees shall receive, upon presentation of receipts, five hundred and thirty five dollars (535,00\$) annual clothing allowance. However, any equivalent amount provided through contra-arrangements shall be taken into consideration, Similar clothing allowances included in contracts between the Company and individual employees or provided for under other collective agreements shall also be taken into consideration.

42.4 APPLICABLE TO TALENT EMPLOYEES ONLY

The Employer will provide adequate and appropriate dressing room space for all staff announcers-TV where they will have lockers in which to keep clothes required for performances and space for studying and preparing,

42.5 APPLICABLE TO TALENT EMPLOYEES ONLY

Any apparel which may reasonably be expected to be included in the wardrobe of an employee, including semi formal wear and not more than three (3) additional changes of apparel in any single telecast session, shall be considered as regular wardrobe and shall be provided by the performer.

42.6 APPLICABLE TO TALENT EMPLOYEES ONLY

Special wardrobe, wigs, costume, special appurtenances and clothes and apparel other than those specified under the preceding paragraph shall be considered as special wardrobe and shall be provided by the Employer,

Article 43

PRE-RECORDING

APPLICABLE TO TALENT EMPLOYEES

43.1

A staff announcer shall be permitted to prerecord programs or commercials for the purpose of broadcasting in or out of the staff **announcer's** work shift, on his(her) days off or his(her) vocation, or for special purpose broadcasts such as **obituaries** for prominent people,

43.2

Any announcements or programs **pre-recorded** by a Staff Announcer, Newscaster/Writer or Sportscaster/Writer, at his(her) request shall not be used past the current thirteen (13) week cycle after such person has left the employ of the Company. Fees as stated in this Agreement will **apply**.

Article 44

EXISTING BENEFITS

APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

44.1

The Employer **recognized** that as of November **3rd, 1961**, the employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein: the Employer agrees not to **alter** or change these practices in such manner as to discriminate **against** employees in this bargaining unit,

44.2

For the purpose of this Agreement, the Employer and the Union **recognize** the Memorandum of Successor Agreement signed on **July 28, 1972** and agree to include the said **Memorandum** of Successor Agreement as **Appendix 'A'** of this Agreement and shall be part of this Collective Agreement, The parties further agree that the **Pension** Plan referred to in the Memorandum of Successor Agreement with **equivalent** or increased benefits shall be retained for the life of this Agreement,

Article 45

BENEFIT PLANS COMMITTEE

45.1

A Committee will be formed to review the present benefit plans (~~excluding the Pension Plan~~), discuss weaknesses and possible changes in the plans and make a recommendation to Broadcast Management.

45.2

Employee benefit plans consist of the following plans:

1. Group Life Insurance, Health and Major Medical; 1²
2. Optional Life Insurance;
3. Long Term Disability; 700-999, 74 9999⁸⁰⁶
4. Pension Plan;
5. International Travel Accidents Insurance;
6. Dental Plan (current dental fee guide); -71-9 700 199
7. Eye care Plan; 706 999
8. All therapists recognized by the 'Office des professions du Québec': no maximum per visit, subject only to a yearly maximum per therapist;
9. Dependent life insurance. 76D-1

45.3

The group insurance and pension contributions of talent employees shall be based on the employee's current base salary and guaranteed advance.

45.4

The Employee Benefit Plans Committee will be composed of five (5) members: one (1) from Management Staff, three (3) from NABET and one (1) from non-unionized staff, The Committee Chairman will be elected by the Committee members.

45.5

The objectives of the Committee are to:

- review the current plans in light of current needs and in relation to plans of similar companies in broadcasting,
- recommend changes in the coverage of the plan(s),
- recommend methods of sharing costs.

45.6

Recommendations concerning changes to the plans and the share of costs between employees and Employer must be by unanimous vote, On aspects which are not unanimous or where there are differing points of view, points of view will be recorded as stated and submitted.

45.7

Pension Plan: the Retirement Committee which administers the Pension Plan shall keep informed the Benefit Plan Committee.

Article 46

GRIEVANCE PROCEDURE

46.1

It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application of this Agreement and the Letters of Agreement.

46.2

The parties recognize that the Canada Labour Code provides that any employee may present his(her) personal grievance to his(her) Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure,

46.3

Preliminary

When a grievance arises, the employee(s) and/or the Shop Steward shall discuss the matter within fifteen (15) days of the event that gave rise to the grievance, with the employee's immediate superior concerned.

46.4

step 1

In the event the immediate superior's answer is not satisfactory or there is no answer, the employee or the Union shall submit it to the Human Resources Department in writing within thirty (30) days of the event which gave rise to the grievance. A meeting shall be held to consider the grievance. Such meeting shall be held to consider the grievance. Such meeting shall take place within ten (10) days of the submission, in writing, of the grievance. Such meeting shall be attended by the Union Grievance Committee which shall normally not exceed three (3) employees and may be attended by the grievor(s) where required and by persons designated by the Employer, Minutes of such meeting shall be kept and signed by both parties.

46.5

step 2

In the event the grievance has not been resolved within fourteen (14) days after the final meeting in Step 1 or that no meeting was held, either party may, upon notice by registered mail to the other, but no later than thirty (30) days after the delay in Article 46.4, submit a grievance to final and binding arbitration.

Within the next following ten (10) days of the said notice, the parties, by way of their **representatives**, shall **agree** on the naming of sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) days delay, the Minister of Labour may be requested by either **party** within the next following ten (10) days to appoint the arbitrator.

46.6

The time and limits **specified** in **steps** 1 and 2 shall be counted in calendar days, **save** that an employee who is absent from the **station** by reason of a leave provided in this Agreement or because of an outside **assignment** will obtain an extension of the time limits amounting to the number of calendar days for such an absence. The above time limits may be extended by written agreement.

46.7

A grievance shall not be invalid due to an error in wording or formulation which does not affect the nature or substance of the grievance, or the desired redress,

Article 47

ARBITRATION

47.1

An **arbitrator** to whom **any** grievance may be submitted, in accordance with Article **46**, shall have jurisdiction and authority to interpret **and** apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but shall not have jurisdiction or **authority** to **alter** in any way any of the terms of this Agreement.

47.2

if it is determined by the **arbitrator** that any employee has been suspended or discharged or otherwise disciplined and **that** the disciplinary **measure** has **resulted** in the suspension or the **discharge of** the employee, the Arbitrator may change or amend such **penalty and** give an award that seems just and reasonable in all circumstances,

47.3

The **award** of an arbitrator, in respect to **any** grievance regarding the status of an employee which may be **submitted, as** provided for **above**, shall in no **case** be made retroactive to a date prior to the date upon which such grievance **was** first submitted, in **writing** to the Employer, except in the case of a proper contractual wage payment **as** provided for under the collective agreement, seniority, granting of holidays, vacation and sick leave.

in disposing of any grievance, an **arbitrator** shall not have jurisdiction to award payments to employees which would exceed any payments **expressly** provided for under the terms and conditions of the present **agreement**.

47.4

If either of the parties considers that this Agreement, including the Letters of 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 Employer and the Union, **Minutes** of such meeting shall be kept and signed by both **parties**. If not **satisfactorily** settled within fourteen (14) days of the **above** meeting, either **party** may refer the matter to **arbitration** as provided in Step 2 of the Grievance Procedure.

47.5

The cost and/or expenses of the Arbitrator shall be **borne** equally by the Employer and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

Article 48

EFFECTIVE DATE, DURATION AND RE-NEGOTIATION NOTICE

48.1

This Agreement, including the Appendixes and the Letters of Agreement, shall **be** effective **as** of **January 1st, 1990**, and remain in force for a period ending on **January 3rd 1993**.

48.1.1

Unless specified otherwise, any payments or **penalties** payable to employees under the present agreement shall be based on the salary schedules and scales **as** set out in the present agreement.

Automatic increases, general increases and **retroactivity** payments shall only **apply** to the extent of the **salary** schedules and scales provided for in the present agreement and shall not increase the **salary** of an employee **paid** above **scale** whether by **written** contract or **otherwise**.

48.2

in the event that **prior** to the **expiration** of this Agreement either party desires to **negotiate** a new Agreement, notice in writing by registered mail shall be given to the other **party** within a period of one hundred and twenty (120) days **prior** to **January 3rd, 1993**. if such **notice** is given by **either** party and no new Agreement is reached, **all the** provisions of this Agreement shall continue to be observed by both parties until seven (7) days after the report of the Conciliation Officer is received by the Minister of Labour or until advice has been **received** from the Minister of Labour, as set forth in the **Canada Labour Code (Part I), Article 89**.

48.3

Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article **48.2**; a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be **held** as **frequently as** possible until settlement is reached or **until either party** makes **application** for conciliation,

48.4

If neither party gives notice of **termination** nor of a desire to negotiate a new Agreement, **this** Agreement shall be **automatically** renewed for a further period of one (1) year **and** from year to year thereafter.

48.5

The parties understand and declare that In **case** any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or **Regulations** passed thereunder, such provisions shall be to that extent only deemed null and void or shall **be applied** in such **manner as** will conform with **law**.

In witness thereof the parties hereto have caused this Agreement to be executed by their **duly authorized representatives** on *Nov 20 1990*

CFCF Inc.

Nov. 21, 1990.

NABET

NABET National President

APPENDIX 'A'

CURRENT TECHNICAL AGREEMENT TEXT TO BE INCORPORATED

APPENDIX-W

EMPLOYEE NAME	OFFICE, TALENT, PRODUCTION & TECHNICAL POSITION	GRADE	EMPLOYEES YEAR
ARMSTRONG M.A.	RESEARCHER	8	5
AUSTIN L.A.	PROMOTION SCHEDULER WRITER	4	6
AZORES J.	SHIPPER/RECEIVER	6	9
BACHAND M.	CARPENTER	10	12
BALFOUR S.	TV TECHNICIAN	13	11
BARRETTE S.	JANITOR/HANDYPERSON	4	6
BELEC L.	MAKE-UP ARTIST	10	12
BELLAMRI R.	VIDEO OPERATOR	10	12
BENEDETTI B.	SUPERVISOR SPECIAL PROJECTS (NEWS)	16	13
BERTHIAUME G.	PROP MASTER SUPERVISOR	13	13
BERTHIAUME M.	TRANSMITTER TECHNICIAN	13	13
BESNER W.	LIGHTINGPERSON	10	12
BOBULA B.J.	TRANSMITTER TECHNICIAN	13	11
BOIVIN J.J.	TRANSMITTER TECHNICIAN	13	13
BOND B.	STATIONARY ENGINEPERSON (UC)	10	12
BONDER E.	FILM/ENG EDITOR	10	12
BOUCHARD B.	CAMERAPERSON	12	15
BOUCHARD F.	COMPUTER PROGRAMMER ANALYST	11	6
BOULCH J.L.	VIDEOTAPE OPERATOR	10	7
BOURCIER G.	LIBRARIAN	9	10
BOURDUAC.	MAKE-UP ARTIST	10	10
BOUTSALIS T.	TELEVISION ASSISTANT	6	a
BRITT B.	REPORTERWRITER	12	15
BROUSSEAU M.	TELEVISION ASSISTANT	6	9
CAISSE M.	FLOOR MANAGER	13	13
CAMERON J.	CAMERAPERSON	12	15
CARON A.	TELEVISION ASSISTANT	6	9
CARON J.	FILM/ENG EDITOR	10	12
CARRIER P.	CHIEF STATIONARY ENG.	12	15
CARRIER R.	CAMERAPERSON	10	12
CARTER G.	OPERATIONS SUPERVISOR	16	13
CAULFIELD M.	PRODUCTION ASSISTANT	10	12
CEPEHA R.	CAMERAPERSON	10	12
CLARKE S.	PHOTO SUPERVISOR	16	13
COLLIER A.	AUDIO OPERATOR	12	15
COMEAL L.	AUDIO OPERATOR	10	10
CONNOR A.	TRANSMITTER TECHNICIAN	13	13
CONSTANTIN C.	PROJECTS TECH. BUILDING MECHANICS	10	4
COUTURE J.	CREDIT OFFICER	8	10
COUTURE R.	CAMERAPERSON	10	10
COWAN N.	MASTER CONTROL OPERATOR	10	12
CREPEAU P.	TRANSMITTER TECHNICIAN	13	7
CULLETON D.	TELEVISION ASSISTANT	6	9
DAVID M.	PRODUCTION ASSISTANT	10	10
DAVIS A.	TV TECHNICIAN	13	11
DESAUTELS S.	STAFF ANNOUNCER	A	11
DESCOTES R.	SHIPPER/RECEIVER	8	9
DESJARDINS L.	NEWSCASTERWRITER	B	12
DION M.	ACCOUNTING CLERK	7	3
DOUVILLE J.G.	AUDIO OPERATOR	12	15

APPENDIX "B"

LOW K.	MASTER CONTROL OPERATOR	10	3
MOWNEY G.	ACCOUNTING CLERK	7	12
APER W.	ASSIGNMENT EDITOR	14	13
DUBE J.P.	GRAPHIC ARTIST	10	12
DUBOIS A.	STAFF ANNOUNCER	A	11
DUBOIS G.	CARPENTER	10	12
EICHLER S.	FILWENG EDITOR	10	5
FAUCON D.	CAMERAPERSON	10	12
FAULDS R.	SPORTSCASTER/WRITER	C	13
FAZLIYAN H.	VIDEOGRAPH OPERATOR	10	4
FERLISI D.	CAMERAPERSON	10	12
FIORE M.	SWITCHER	10	12
FOURNIER L.	PRODUCTION ASSISTANT	10	12
GAGE H.	CAMERAPERSON	10	12
GAGNON D.	ELECTRICIAN	10	12
GAGNON F.	ELECTRICIAN	10	12
GAGNON S.	TRAFFIC BILLING COORDINATOR	11	13
GAGNON S.	TRANSMITTER TECHNICIAN	13	7
GALES J.	TRAFFIC/BILLING CLERK	8	10
GENTILE D.	LIBRARIAN	9	10
GERGEL P.	ACCOUNTING CLERK	7	4
GLENDON J.R.	VIDEOTAPE EDITOR	12	15
GOSINE N.	VIDEOTAPE OPERATOR/COORDINATOR	12	15
GREENBERG G.	TELEVISION TECHNICIAN	13	13
GROULX A.	FLOOR MANAGER	13	13
GUARNA N.	MAIL CLERK	1	1
GUAY P.	FLOOR MANAGER	13	13
GYBA MA	FILM/TAPE LIBRARIAN SUPERVISOR	16	10
HAIMERL H.	PRODUCTION ASSISTANT	10	12
HALTRICH K.	RESEARCHER	a	9
HAMZA A.	CAMERAPERSON	10	12
HANESSIAN L.	STAFF ANNOUNCER	A	7
HAROON C.	VIDEOTAPE EDITOR	12	15
HARROWER B.	OFFSET PRESS OPERATOR	5	7
HARTLEY W.	NEWS EDITOR	14	13
HAUGLAND H.	VTR OPERATOR	10	7
HAUGLAND W.	NEWSCASTER/WRITER	B	12
HAYWARD S.	CAMERAPERSON	10	12
HELFENBAUM W.	RESEARCHER	8	5
HERMANNS S.	VIDEOGRAPH OPERATOR	10	5
HERRON R.S.	CAMERAPERSON	12	15
HOGG D.	CARPENTER SUPERVISOR	16	13
HUGHES A.	BUYER/MAIL SUPERVISOR	15	11
IGAZ G.	MASTER CONTROL COORDINATOR	12	15
IRVIN D.	SPORTSCASTER/WRITER	C	13
JENKINS G.	TELEVISION ASSISTANT	6	9
JOB S.	TELEVISION ASSISTANT	6	9
KELLER D.H.	SET DESIGNER	12	15
KELLY D.	SWITCHER	12	15
KING B.	VIDEOTAPE OPERATOR	10	12
KING B.H.	AUDIO OPERATOR	10	12
KIRKHAM E.S.	FILWENG EDITOR	10	12
KOWAL D.	TECHNICIAN MAINTENANCE/SUPERV.	16	13

APPENDIX "B"

KRAWCHENKO S.	NEWSCASTER/WRITER	B	12
KUMP P.	CAMERAPERSON	10	12
LABBE J.J.	JANITOR/HANDYPERSON	4	6
LABERGE J.	VIDEOTAPE OPERATOR	10	12
LADEROUTE G.J.	PRODUCTION ASSISTANT	10	12
LAMARCHE G.	SWITCHBOARD/RECEPTIONIST	3	5
LAURIN M.	VIDEOGRAPH OPERATOR	10	7
LEA S.	PROMOTION-EDITOR/WRITER	12	15
LEDUC L.	ASSISTANT BUYER	5	7
LEE G.	TRANSMITTER TECHNICIAN	13	13
LEE J.	REPORTER/WRITER	12	15
LEGER N.	PRODUCTION DEPARTMENT/SUPERV.	16	13
LESCARBEAU C.	LIGHTINGPERSON	10	12
LEVESQUE F.	ACCOUNTING CLERK	7	12
LEVESQUE R.	NEWS EDITOR	14	13
LEVITT P.	PROMOTION WRITER	9	10
LEWIS A.	REPORTER/WRITER	12	15
LIBERMAN W.	VIDEOGRAPH OPERATOR	10	3
LOGAN A.	SWITCHBOARD/RECEPTIONIST	3	5
LONG L.	FILM/ENG EDITOR	10	12
LOVEJOY A.	CAMERAPERSON	10	12
LOWERY R.J.	VIDEOTAPE EDITOR	12	15
LUFT H.	REPORTER/WRITER	12	15
LUTFI H.	TRAFFIC/BILLING CLERK	6	10
M A - B.	SPORTSCASTER/WRITER	C	13
MAILLE F.	COMPUTER PROGRAMMER ANALYST	11	3
MAINARDI M.	TELEVISION ASSISTANT	6	9
MALVIS L.	VIDEOTAPE EDITOR	12	15
MANDROZOS P.	TRAFFIC/BILLING CLERK	6	10
MARANDOLA E.	ACCOUNTING CLERK	7	12
MARION Y.	SWITCHER	10	6
MARTEL G.	JANITOR/HANDYPERSON	4	6
MARTEL S.	ASSISTANT LIBRARIAN	2	5
MARTIN E.	TELEVISION TECHNICIAN	13	1
MARTINEAU J.M.	TELEVISION TECHNICIAN	13	13
MCELLIGOTT G.P.	MASTER CONTROL OPERATOR	10	12
MCKOY J.	FILM/ENG EDITOR	10	12
MCQUADE R.	CAMERAPERSON	10	12
MENTORE A.	TELEVISION TECHNICIAN COORDINATOR	14	13
METAXAS P.	TELEVISION TECHNICIAN	13	START
METROPOULOS G.	TELEVISION ASSISTANT	6	9
MICHAILIDIS H.	RESEARCHER	6	10
MIKUS A.	GRAPHIC ARTIST	10	7
MOLL J.F.	LIGHTINGMAN	10	12
MORAND M.	PRODUCTION ASSISTANT	10	START
MORRIS G.A.	REPORTER/WRITER	12	15
NADEAU P.	TELEVISION ASSISTANT	6	9
NADEAU R.	OPERATION COORDINATOR	12	15
NEOS-ARVANITIS	ASSISTANT LIBRARIAN	2	5
NEUMULLER J.	VIDEOTAPE OPERATOR	10	12
NOSEWORTHY R.	REPORTER/WRITER	12	15
PARASKEVAS J.	TELEVISION TECHNICIAN	13	13
PARASKEVAS N.	TELEVISION TECHNICIAN	13	1

APPENDIX "B"

PARIZEAU L.	PROMOTION WRITER/PUBLICIST	8	10
PELLETIER P.	SWITCHBOARD/RECEPTIONIST	3	4
PEPIN M.	CAMERAPERSON	10	12
PERREAULT M.	TELEVISION ASSISTANT	6	9
PERREAULT P.	LIGHTING DIRECTOR	12	15
PERSICO M.	PRODUCTION ASSISTANT	10	4
PIOBICI M.	LIBRARIAN	9	10
PISTILLI R.	LIBRARIAN	9	10
PISTRUZAK M.	TRAFFIC/BILLING CLERK	8	10
PLYAM S.	TV TECHNICIAN	13	13
POIRIER L.	FILM/ENG EDITOR	10	12
POISSON A.	TV TECHNICIAN	13	6
POITRAS R.	PHOTOGRAPHER LABPERSON	10	12
POLLOCK H.	ELECTRICIAN	10	11
POVACZ R.	MASTER CONTROL OPERATOR	10	12
PRIEUR R.	AUDIO OPERATOR	12	15
RACICOT I.	FILM/ENG EDITOR COORDINATOR	12	15
RADOK I.	GRAPHIC ARTIST	10	12
RENAUD F.	CAMERAPERSON	10	12
RICKERT B.	SWITCHBOARD/RECEPTIONIST	3	5
RINFRET C.	CARPENTER	10	12
RISACHER A.	RESEARCHER	8	10
RIZZI A.	FILM/ENG EDITOR	10	12
ROBERTS L.	REPORTER/WRITER	12	15
ROBITAILLE M.	CAMERAPERSON	10	12
RODRIGUEZ A.	TELEVISION ASSISTANT	6	9
ROSSI T.	GRAPHIC ARTIST	10	2
ROWCLIFF E G	SHIPPER/RECEIVER	6	9
ROZGA E.	MAKE-UP ARTIST	10	12
SAFFORD C.	FLOOR MANAGER	13	13
SAID I.	VIDEOTAPE OPERATOR	10	12
SAUVE F.	TELEVISION TECHNICIAN	13	4
SAVAGE J.	TRAFFIC/BILLING CLERK	8	10
SAVARY R.	PRODUCTION ASSISTANT	10	12
SAVOY L.	AUDIO OPERATOR	10	6
SCHWARTZ H.	REPORTER/WRITER	12	15
SEGELSTEIN D.	VIDEOTAPE OPERATOR	10	a
SEITZ K.	LIGHTINGPERSON	10	11
SHATILLA A.	REPORTER/WRITER	12	10
SHEHATA F.	CAMERAPERSON	10	12
SILVERMAN S.	VIDEO OPERATOR	10	12
SIMIONI S.	PROMOTION SUPERVISOR/OFFICE	15	9
SINGERMAN J.	REPORTER/WRITER	12	15
SMITH M.	TELEVISION ASSISTANT	6	6
SNOWDON D.	MASTER CONTROL OPERATOR	10	12
SPADOTTO W.	TELEVISION TECHNICIAN	13	13
STEADMAN C.	RESEARCHER	8	7
STEVENSON W.	NEWS EDITOR	14	13
STOBO S.	PRODUCTION ASSISTANT	10	6
SZUBER D.	SWITCHER	10	8
TAKAHASHI M.	NEWSCASTER/WRITER	10	12
TAKEFMAN J.	PRODUCTION ASSISTANT	10	10
TAM T.	VIDEOTAPE EDITOR	12	15

APPENDIX 'B'

TANGLAY A.	TRANSMITTER TECHNICIAN	13	11
TAVARES F.	PROMOTION EDITOR WRITER	12	13
THIBAudeau M.	STATIONARY ENGINEERPERSON	10	8
TIEMAN R.	SPORTCASTER/WRITER	C	13
TILTIN I.	GRAPHIC SUPERVISOR	16	13
TOPLOSKY W.	VIDEO OPERATOR	10	8
TRINH C.X.	FILM/ENG EDITOR	10	12
TURCOTTE M.	GRAPHIC ARTIST	10	12
TURCOTTE R.	VTR SUPERVISOR	16	13
VAIRO R.	REPORTER/WRITER	12	15
VAN VLAARDINGEN C.	REPORTER/WRITER	12	11
VANNELLI D.	VIDEO OPERATOR	12	15
VIEN A.	TECHNICIAN (MECHANICAL)	12	15
VOSBURGH R.	TELEVISION TECHNICIAN	13	13
WEEKES D.	RESEARCHER	8	10
WEGODA R.	CAMERAPERSON	10	12
WELLS T.	VIDEOTAPE OPERATOR	10	11
WENER J.	TELEVISION TECHNICIAN	13	12
WESTON M.	REPORTER/WRITER	12	15
WHELAN T.	MASTER CONTROL OPERATOR	10	12
WILLIAMSON M.	DUPLICATING MACHINE OPERATOR	3	2
WILSON A.	SET DESIGNER	12	15
WILSON B.	REPORTER/WRITER	12	15
WILSON G.K.	LIGHTINGPERSON	10	12
WONG T.	CAMERAPERSON	10	12
WRIGHT P.	CAMERAPERSON	12	15
ZACCARDELLI L.	TRAFFIC/BILLING CLERK	6	10
ZAPPA P.	CAMERAPERSON	12	15
ZELINSKY G.	MASTER CONTROL OPERATOR	10	12
ZUCCALA A.	VIDEOTAPE OPERATOR	10	12
DOWNNEY C.	CLERK TYPIST	3	2
SEARS N.	TRAFFIC/BILLING CLERK	8	5

ELIZABETH TRAVERS LINE-UP EDITOR
 BEBORAH LIGHTSTONE LINE-UP EDITOR.

APPENDIX 'C'

SPECIAL STATUS

In recognition of their special **status**, the following employees are in **grade 12**.

Boris **Bouchard**
Jim Cameron
Art **Collier**
Jean-Guy **Douville**
Robert **Herron**
Doug Kelly
Roy **Prieur**
Dino **Vannelli**
Peter Wright
Pierre **Zappa**

APPENDIX 'D' SABBATICAL AGREEMENT

(TEXT TO BE INCLUDED AT A LATER DATE)

LETTER OF AGREEMENT #1 TRAINING

The Employer undertakes to provide training In order to develop and maintain the skills of employees within the bargaining unit,

The Employer **will**, at its expense, send employees to courses when it is in the Employer's Interest or when **it** is a job requirement In order to encourage employees to **develop** and Improve **their** job performance;

The Employer will, at its **expense**, continue to provide **courses** to train employees when new equipment, new devices or methods, required for the performance of their duties, are introduced,

LETTER OF AGREEMENT #2
Letter of agreement on Jurisdiction.

The Employer is a division of CFCF inc., CFCF Inc. currently has subsidiaries involved in production, post-production, cable distribution, broadcasting, etc., The Employer is mainly involved in broadcasting although it produces some programs mainly, if not exclusively, for its own air. To this end, the Employer possesses equipment and facilities which are, and will continue to be, used for its own mission. However, these facilities and equipment may not be used fully at all times, To this effect, the parties agree that the Employer, CFCF Inc. or any of its divisions or subsidiaries may lease or lend these facilities and equipment to a third party.

The parties further agree that in accordance with the provisions of article 36 of the collective agreement, the Union's jurisdiction extends to jobs required for broadcasting and to productions which are within the exclusive creative, financial and production control of the Employer

Notwithstanding the provisions of the collective agreement, particularly article 36, the parties agree that the Union's jurisdiction does not extend to productions outside the exclusive creative, financial or production control of the Employer, nor to any subsidiaries or other divisions of CFCF Inc. or their productions, nor to any third party production produced at the facilities of the Employer, CFCF Inc. or any of its divisions or subsidiaries.

finally, recognizing the community of interest between the parties in promoting co-operation between the Employer, the Union and the employees, the parties agree that when productions mentioned in the preceding paragraph are produced at the Employer's premises, the Employer will inform the Union (as soon as possible before actual production begins) of the type of production, the producer, the number of bargaining unit members required (if any) and the intended duration of the production. The Employer undertakes to remit to the Union an amount of three dollars (\$3.00) per production day (excluding pre-production and post-production), per non-bargaining-unit-member used in said production and working in a function normally performed by bargaining-unit members,

IN WITNESS THEREOF, the parties have signed on this day of 1990.

EMPLOYER

UNION

**LETTER OF AGREEMENT #3
VIDEOTAPE EDITORS**

The Videotape Editors are expected to **continue** performing **the** tasks formerly covered under the **title** of Videotape Operator Senior without the Employer being subjected to Articles **30.1** and **30.5** of the **Collective** Agreement as long as it applies to the related tasks of the Videotape Operator Senior.

**LETTER OF AGREEMENT #4
UNION DUES
(APPLICABLE TO TALENT ONLY)**

The Employer agrees that **contractuals** shall be subject to the payment of the equivalent of union dues as provided for in Article **4**.

**LETTER OF AGREEMENT #5
CONVENIENT TOUR FOR LARGE REMOTES**

The **parties** may elect to **apply** a convenient tour in **regard** to any large remote,

Such tours when **agreed** to shall be **identified** on the working schedule as 'CONVENIENT TOUR'.

**LETTER OF AGREEMENT #6
CANDIDATE FOR ELECTION**

63I-3

The Employer shall grant, upon request in **writing**, **leave without pay** to any **employee seeking nomination** as a candidate **and to be a candidate** for an **election** as a **member** of the **House of Commons**, a **provincial legislature** or **territorial council for a period ending** on day on which the **results** of the election are **officially** declared or **on** such earlier day as **may** be requested by **the employee** if he has **ceased to be a candidate**. An employee who **is** declared elected as member of **the** House of Commons or a provincial legislature thereupon **ceases** to be an employee. An employee declared elected as a **member of a territorial council** and **whose** responsibilities regularly impede his **working** schedule at CFCF INC. thereupon **ceases** to be an **employee**.

LETTER OF AGREEMENT # 7
EMPLOYEE ASSISTANCE PROGRAM

21-1

it is recognized by the parties that drug and alcohol addiction and chronic abuse is an ever-increasing problem in today's Society. in an effort to provide a more compassionate means of assisting and rehabilitating personnel affected by such illness, the parties agree to the establishment of a permanent Committee to be comprised of one (1) nominee from each of the parties, with these two (2) members selecting a third (3rd) person to serve as Chairman, The methods and manner of operation will be decided by the Committee itself, however, no disciplinary action of a permanent nature will be taken by the Company against an employee without prior consultation of this Committee*

LETTER OF AGREEMENT # 8
PROFESSIONAL ETHICS

If an employee is prosecuted following acts performed in good faith and in the normal exercise of his(her) duties, and also when acting under orders from the Employer, the latter shall assume the defense of the employee as well as the costs involved including damages and interest,

- a) Decisions at all levels of the procedure, including the choice of attorneys and their mandate, shall be taken by the Employer.
- b) In the event the acts referred to in paragraph a) prevents an employee from working, the Employer shall maintain the employee's wages, and seniority shall continue to grow.

The employee prosecuted shall be allowed not to avail himself of the above provisions, in which case, he(he) shall assume his(her) own defense, defray expenditures and be solely responsible for the judgement consequences.

LETTER OF AGREEMENT #9
SIMULCAST

The NABET talent group agrees, as a means of promotion, that Pulse News at six o'clock continue to be simulcast on Radio (Mount-Royal Broadcasting Inc.) with no penalty or payment to its members.

CFCF-12 agrees to make no further agreements to simulcast other CFCF-12 news programs without full consultation with the talent group,

Letter of agreement #10
Job sharing programme.

Further to discussions during the last round of negotiations, the parties agree to set up a committee composed of two (2) representatives from the Employer and two (2) representatives from the Union, to study the concept and make recommendations concerning a job sharing programme and report to the parties within four (4) months of the signature of this agreement. Within three (3) months of the rep&, the parties will decide on the action to be taken.

LETTER OF AGREEMENT #11

The parties agree the security system will be used for purposes of security.

LETTER OF AGREEMENT #12

The Company agrees to notify the Union on a monthly basis of upgraded and downgraded hours in each function, for each employee concerned, as soon as the computerized pay system allows it.