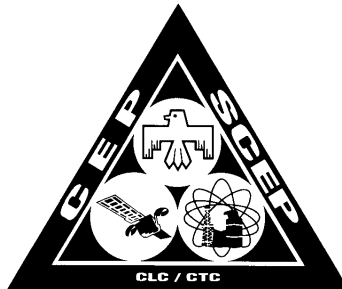


AGREEMENT

between

CKKW/CFCA-FM
DIVISION OF CTV LIMITED

and



COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP)

JANUARY 16, 2009
to
JANUARY 15, 2012

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THIS AGREEMENT MADE

BETWEEN: CKKW/CFCA-FM, Division of CTV Limited,

hereinafter referred to as the “Company”

of the First Part

AND: Communications, Energy and Paperworkers Union of Canada

hereinafter referred to as the “Union”

of the Second Part.

ARTICLE 1

Intent

- 1.1** It is the intent and purpose of the parties hereto, to set forth herein, their agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for the prompt and equitable disposition of grievances to the end that there shall be no interruption or impeding of work, work stoppage, strike or lockout during the life of this agreement.

ARTICLE 2

Definitions

- 2.1 Employee** - The term “employee” as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2. Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 2.2 Bargaining Unit** - The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its latest decision of November 14, 1996 certifying the Communications, Energy and Paperworkers Union of Canada (CEP), and any inclusions thereto as mutually agreed by the parties, or in any of the classifications listed in the wage schedule under Article 19.

The bargaining unit consists of a unit of employees of CKKW/CFCA-FM, Division of CTV Limited, comprising all employees excluding persons employed as General

Manager, Program Director AM and FM, News Director, Sales Manager, Supervisor Retail Sales, Supervisor National Sales, Promotion and Marketing Manager, Office Manager, Engineering Manager, Secretary to General Manager, Secretary to Program Managers, Sales Representatives, Announcers AM and FM, News Stringers, and casual employees.

2.3 Employee Categories - Whenever the term “functional group” is used in this Agreement, it shall denote any of the following groups of classifications:

- A. Reception
- B. Traffic Co-ordinator
- C. Board Operator
- D. News and Sports - Announcer/Writer/Reporter
- E. Creative Services Writer
- F. Producer
- G. Promotions Assistant
- H. Maintenance Technician
- I. Sales Co-ordinator

2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Article 2.3.2. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and, in such event, will discuss the matter with the Local President of the Union prior to the end of the first three (3) month period. The employee and the Local Union shall be advised of such extension in writing at the time of any such extension. During the probationary period, the Company may release the employee at any time.

2.3.2 Part-time employees may be hired in the classifications within the bargaining unit provided that:

- a) Part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned. Part-time employees may work up to twenty-four (24) hours per week. Part-time employees may work more than twenty-four (24) hours per week when they are hired to either replace a full-time employee during vacation periods, leaves of absence including illness or during the Christmas Holiday seasons or to meet an extra workload (subject to Article 2.3.3). A part-time employee shall work a minimum of three (3) hours per day,
- b) All Articles of the Collective Agreement shall apply to part-time employees working twenty-four (24) or less hours per week with the following exceptions: 2.3.1, 4.5.1 (except that 4.5.1 will apply to a part-time employee who has six (6) months service), 4.5.2, 9, 10.1.2, 10.2, 10.2.1, 10.2.2, 11, 13, 16 (except that Article 16.11 Night Differential shall apply), 17.1 (except that part-time radio operators will continue the present practice of consuming refreshments, etc. during their shifts at any convenient time, however, no refreshments shall be

allowed in any control room), 17.2(a), 17.2(b) {except that part-time radio operators will not be required to receive a first meal period on shifts of five and one-half hours or less},

c) All of Article 16 shall apply to part-time employees working in excess of twenty-four (24) hours per week with the following exceptions: 16.3(b), 16.5 (the time limits are the only part of this Article that do not apply), 16.5.2, 16.5.3, 16.5.4, 16.6, 16.7, 16.7.1, 16.8, 16.8.1,

d) Except as otherwise stated above, in lieu of Articles 11, 13, and 16 the provisions of the Canada Labour Code Part III - Standard Hours, Wages, Vacations and Holidays shall apply;

- part-time employees shall receive 6% vacation pay after they have worked the equivalent of three (3) consecutive years of service in hours worked; for office and clerical 5460 hours, for switchboard/receptionist 5850 hours, for technical, production, promotions and news 6240 hours, respectively.

e) At the Company's discretion, a part-time employee who transfers to a permanent full-time classification which is different from the classification the part-time employee performed prior to their transfer then they will be required to undergo a three (3) month probationary period from the date they becomes a permanent full-time employee,

f) A part-time employee who transfers to a permanent full-time position shall, after successful completion of the probationary period set out in Article 2.3.3 (c), receive a seniority credit equivalent to the number of hours worked as a part-time employee from the date of hire by the Company to the date of such transfer (ie. eight hours worked equals one calendar day).

2.3.3 The Union agrees that the Company may employ part-time employees provided that no part-time employee shall be employed at a time when such employment would cause a layoff of, avoid the recall from layoff of a full-time employee, or downgrade or eliminate a full-time employee who is a member of the bargaining unit or avoid the hiring of a full-time employee.

ARTICLE 3

Management Rights

3.1.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause

may be the subject of a grievance and dealt with as hereinafter provided.

- 3.2** The Union recognizes the right of the Company to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgment and final evaluations of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing from time to time, control over all operations, building, machinery, equipment and employees, and the right to subcontract, are solely and exclusively the responsibilities of the Company. Subject to the Company's right to decide on the number of employees needed at any time, the Company agrees not to exercise its right to subcontract in such a manner as to require the layoff of employees in the bargaining unit or to reduce the number of employees in the bargaining unit
- 3.3** Before implementing new rules and regulations directly affecting the general working conditions the Company will inform the Union of such proposed rules and regulations.
- 3.4** The parties recognize that broadcasting requires the continued maintenance of high standards and performance which, with respect to the "On-Air" employees are not capable of definition in solely objective terms. The parties therefore agree that, subject to the provisions of Article 3.5 the Company reserves the right to dismiss or reassign an employee who, in its opinion fails to achieve such standards of performance. Such rights shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been warned at least twice by written notice (which notice shall describe in reasonable detail the manner in which such employee is alleged to have fallen short of such standards of performance) and the Company shall use its best efforts to give direction and assistance to such employee to achieve such standards of performance. Such right to dismiss or re-assign an employee shall not be used as a disciplinary measure and shall be in addition and not in substitution for its rights to apply discipline, which may only be exercised for just cause.
- 3.5** The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

ARTICLE 4

Union Rights

- 4.1 Membership and Dues** - The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have freedom of choice as to joining or not joining the Union.
- 4.1.1** During the term of this Agreement, the company agrees to deduct from each pay, an amount equal to the uniform dues and or assessments as levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the Bargaining Unit, beginning with the date of hiring in the Bargaining Unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.
- 4.1.2** The Company shall remit the monies so deducted to the Union not later than the fifteenth (15th) day of the following month. The Company shall provide the Union with the following information:
- 1) Employee name;
 - 2) The amount of dues deducted on base wages;
 - 3) The amount of dues deducted on additional earnings.
- 4.1.3** Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to CEP for the calendar year in question on the T4 or TP4 income tax slips issued to employees.
- 4.1.4** The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company, by any or all employees, for amounts deducted from wages as provided by this Article.
- 4.2 Notices to Union** - The Company shall notify, in writing, the Local and Regional offices of the Union, in a timely fashion of the following:
- a) A list of employees showing their names, addresses and classifications ranked according to seniority;
 - b) The employee's telephone number, if the employee consents;
 - c) Job postings;
 - d) Wages of new hires and wage increases to current employees;
 - e) Promotions, demotions and transfers;

- f) Merit payments;
- g) Hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- h) Confirmation or extensions of probationary periods;
- i) Any notice pertaining to the application or agreed interpretation of this Agreement;
- j) Information relating to the Employee Benefit Plan.

4.2.1 Prior to beginning employment a new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating their rate of pay, classification and any other special commitments agreed to by the Company. As soon as practical, and in any event at the start of their employment they shall be introduced to a Union official.

4.3 Union Access to Premises -

- a) Upon reasonable notification to the management, the Company will permit free access to operating areas where employees covered under this Agreement work, to a Union representative and/or officer of the Union, to enable that person or persons to be able to observe whether the provisions of this Agreement are being complied with; such observations shall be at reasonable hours and so as not to interfere unduly with the normal operation of the Company.
- b) Local officers and stewards shall be permitted to leave their duties without loss of basic pay or other benefits to attend to Union business provided that:
 - i) such business relates to grievance meetings (including investigation of same), alleged violation, or administration of this Agreement;
 - ii) the Local officer or steward obtains permission from their immediate supervisor which shall not be unreasonably withheld;
 - iii) it does not interfere with their normal duties, and;
 - iv) the business is dealt with in a prompt manner.

4.4 Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by Management. Such approval shall not be unreasonably withheld.

4.5 Leave for Union Activities -

- a) Upon request by the Union, the Company will release without loss of payment or other benefits, up to two (2) employees named by the Union to attend grievance meetings.
- b) The two (2) employees will be released without loss of pay or other benefits to meet with the Company for the purpose of negotiating a renewal of this Agreement. It is understood that each of the employees shall be in a different functional group. In normal circumstances and except in emergencies, such employees will be completely released from duty for the entire days of such meetings and will not be required to perform any work on any of these days. When a member of the Negotiating Committee attends a negotiation meeting during a day off, they shall receive the equivalent of their standard work day off to be taken at a later time mutually agreed.
- c) The two (2) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation union meeting. The union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

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

4.5.2 Leave provided for in Articles 4.5 and 4.5.1 shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

ARTICLE 5

Relationship

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

ARTICLE 6

No Strikes, Lockouts or Strike-breaking

- 6.1 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slowdown or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.
- 6.2 The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property and perform the duties of employees on strike. The company will not specifically originate a program or programs not normally fed to such facility, nor will the Company require any employee in the bargaining unit to perform the duties of any other employee who is engaged in a lawful strike.
- 6.3 An employee shall have the right to refuse to cross a picket line set up by any labour union while engaged in a lawful strike or lawful lockout where they have good reason to believe that such crossing might endanger their person or property, in which case they will, if required by the Company furnish a signed written statement to such effect.

ARTICLE 7

Grievance Procedure

- 7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation, or alleged violation of this Agreement.
- 7.2 The parties recognize that the Canada Labour Code provides that any employee may present their personal grievance to their employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on grievance procedure.
- 7.3 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the Department Manager or their designee within ten (10) days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee and if the grievance is originated by the Chairman of the Grievance Committee, a copy shall be simultaneously delivered to the Local Unit Chairman. If a settlement is not reached within ten (10) days

from the time of presentation, the grievance shall proceed to Step 2 provided that the parties hereto may extend such time limit by mutual consent,

Step 2: The grievance shall be discussed at a grievance meeting with the General Manager or their designee and the Local Grievance Committee consisting of not more than two (2) members. Such meetings shall take place within five (5) days of the request for a meeting,

Step 3: If the grievance is not recorded as settled within five (5) days after the meeting described in Step 2, the dispute shall be referred to the General Manager of the Company and the Union Office for further discussion and consideration,

Step 4: In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party within fifteen (15) days of the meeting described in Step 3 be submitted to final and binding arbitration. The parties shall within fifteen (15) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitrator shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

- 7.4 Any party desiring to take advantage of the procedure provided for in this Article shall take each step in such procedure within the time limits set forth (or as extended by mutual agreement in writing), and upon failing to do so the particular grievance or matter in dispute shall be deemed to be closed and not subject to further proceeding hereunder. In cases of great import, any or all of the above steps may be omitted by mutual consent.
- 7.5 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have been lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.
- 7.6 If either of the parties to this Agreement, considers that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter shall be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 7.3.
- 7.7 Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, Statutory Holidays and Holidays recognized under this Agreement. Time limits may be extended by mutual consent. If the subject of a grievance by an employee arises within five (5) days prior to the commencement of that employee's scheduled vacation, the Company will not withhold consent to an extension on the time limits required by

Article 7.3. The time limits referred to in Article 7.3 shall not in this case run while such employee is on scheduled vacation.

- 7.8 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.
- 7.9 Upon agreement of the parties, minutes in duplicate shall be kept of all grievance meetings by a Secretary (who is mutually agreed to) and signed by both parties following the conclusion of such meeting.
- 7.10 The Local Union will notify the Company from time to time regarding the names of Union Stewards and members of the Union Grievance Committee. Such notification shall be by memo.

ARTICLE 8

Report on Performance

- 8.1 An employee shall be advised in writing within ten (10) working days of any complaint or accusation which may be detrimental to his advancement or standing within the Company. The employee's reply to such complaint or accusation if received within ten (10) working days after they have been given notice referred to above, shall become part of their record. If this procedure is not followed, such expression of dissatisfaction, or the reply thereto, shall not become part of their record for use against them at any time. Where an expression of dissatisfaction is found to be unjustified, all reference to such expression shall be removed from the employee's record.
- 8.2 The record of an employee will not be used against them for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident.
- 8.3 An employee shall have access to their personnel files during normal office hours a reasonable number of times throughout the year, but in any event at least once every six (6) months, or earlier in the event of a grievance.
- 8.4 Where an employee is called to a formal meeting for the purpose of disciplining or reprimanding the employee, such employee shall have the right, if they so desire, to bring a Union officer or steward with them, into such meeting.

ARTICLE 9

Seniority Rights

- 9.1 Company Seniority** - Company seniority shall be deemed to have commenced on the date of hiring by the Company, CAP Communications, or CHUM Limited, whichever is earlier, and shall be equal to the length of continuous service. Company seniority shall relate only to the order of layoffs, promotions, and the choice of vacation period.
- 9.2 Functional Group Seniority** - Functional group seniority shall be measured by the length of continuous service within a functional group as listed in Article 2.3.
- 9.3 Promotions and Job Vacancies** - The employee with the most company seniority shall, if they meet the qualifications for the position, be promoted to fill a vacancy in a higher classification. A notice of vacancy including qualification requirements shall be posted for a minimum of five (5) days. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. Whenever a vacancy is filled the Company shall post the name of the person filling the vacancy.
- 9.3.1** An employee promoted to fill a vacancy in a higher classification shall be on trial in such classification for a period of up to three (3) months. If during this trial period the employee performs in an unsatisfactory manner, the Company shall return them to their former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that their promotion has been made permanent.
- 9.3.2** No employee shall in any way be penalized for refusing to accept a promotion or transfer out of the bargaining unit.
- 9.3.3** The Company agrees to prior consultation with an employee and the Union before making a final decision that would involve a permanent transfer within the bargaining unit of the employee if such permanent transfer is for reasons other than a promotion.
- 9.4 Dismissals, Demotions and Resignations** - Dismissal or demotion of an employee shall only be for just and sufficient cause and it is agreed that dismissal or demotion may be subject to the grievance procedure.
- 9.4.1** An employee, when resigning, will give the Company two (2) weeks' prior notice in writing.
- 9.4.2** An employee shall lose all rights under this Agreement, except for unused vacation or holiday credits, if they voluntarily quit their employment with the Company, or if they are discharged for cause and are not reinstated pursuant to the provisions of the grievance or arbitration procedure.

- 9.5 Layoffs** - When layoffs of employees are to be made, the Company shall determine what jobs are to be abolished and the number of employees to be laid off. Where employees are to be laid off, such layoffs shall proceed in inverse order of company seniority within the functional group, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.
- 9.5.1** An employee about to be laid off from one functional group and who has the occupational qualifications for another functional group may apply their Company seniority and transfer laterally or revert to such another group, but not into a higher paid group.
- 9.5.2** An employee about to be laid-off in one functional group who exercises their rights in accordance with Article 9.5.1 shall have a familiarization period of fifteen (15) worked days in the functional group into which they wish to transfer. If (in the sole opinion of the Company) the employee fails to perform those duties to an acceptable level, the layoff will take effect on the date specified in the layoff notice.
- 9.5.3** An employee who has reverted through layoff to another group and whose basic salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red circled) for a period of two hundred and thirty (230) calendar days from the date upon which they reverted to the lower paid group after which they shall receive the salary in their new functional group.
- 9.5.4** In the event of layoffs, employees affected will receive eight (8) weeks notice or eight (8) weeks salary in lieu of notice, plus accrued vacation pay. The company shall advise the Union at least eight (8) weeks in advance of proposed layoffs. In the event an employee having been given notice of layoff leaves, they shall be paid to the date of their leaving, however they shall retain their recall rights under this Agreement.
- 9.5.5** An employee who is laid off shall receive continuation of benefits coverage for the following:
- life insurance
 - hospital expense benefit
 - medical and dental care benefit
 - vision care

The continuation of benefits coverage shall be one hundred percent (100%) paid by the Company for a period of 6 months from the date of layoff. In addition, there shall be a limit of five thousand dollars (\$5,000.00) on nursing care claims and a limit of five thousand dollars (\$5,000.00) on drug and hospital expense benefit claims.

9.6 Recall from Layoff - When vacancies occur, the Company agrees to re-engage in the order of Company seniority within the functional group, former employees who have been laid off for a period not exceeding one year. While on recall an employee shall have access to job postings throughout the parent Company.

In the event an employee returns to the employment of the Company pursuant to Article 9.6, such employee shall at that time refund to the Company the severance pay received pursuant to Article 9.8 for the period of time after their return to the employment of the Company.

9.6.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. The employee must notify the Company of their intention within seven (7) days of receipt of the letter, and return to work within fourteen (14) days of their response that they will return to work, or on the date specified on the recall notice, whichever is the later, or make mutually acceptable alternative arrangements, failing which the Company shall have no further obligation to such employee.

9.7 Computation of Seniority During Layoffs, etc. - In the event an employee with two (2) years or more Company seniority is laid off or is granted leave of absence or transfer to a position within the Company not covered by this Agreement:

- a) Continuity of service for the purpose of company or functional group seniority shall be considered unbroken if they return to the status of an employee within one (1) year, or;
- b) If they return to the status of an employee after one (1) year has elapsed, their company and functional group seniority upon returning shall be that which they had on the effective date of such layoff, transfer or leave of absence.

9.7.1 In the event an employee with less than two (2) years of company seniority is laid off and they return to the status of an employee before six (6) months has elapsed, their company and functional group seniority upon returning will be that which they had on the date of such layoff.

9.8 Severance - Employees laid off shall receive severance payments, which payment shall be deemed to include any severance payment required pursuant to any statute of fifteen (15) days per years of service to a maximum of seventy-eight (78) weeks.

With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

9.8.1 Article 9.8 shall not apply to employees who exercise their rights under Article 9.5.1 or 9.5.2 unless they are laid off.

ARTICLE 10

Jurisdiction, New Devices and Methods

10.1 Jurisdiction and Duties - The Company agrees to continue the practice of assigning duties relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of the Company's radio programs to employees as defined in Article 2.1 of the Agreement.

10.1.1 The Company agrees that it will not transfer or assign any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other person, except that it is agreed that the Company shall not be required to alter existing methods or practices where certain personnel perform some duties of a nature similar to those performed by employees in the bargaining unit.

10.1.2 It is agreed that the provisions of Article 10.1.1 shall not be used to avoid filling a vacancy, or to avoid the hiring or cause a layoff of an employee in the bargaining unit, or to avoid the payment of penalties as stipulated in this Agreement.

10.1.3 The container for every audio recording, as well as MP-3 and C.D.s, produced by the Company shipped outside the company shall bear the seal of the Union in the identification by label on the medium or container. Where recordings are transmitted over the internet the cover email shall contain the seal of the Union.

10.2 New Devices and Methods - Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the bargaining unit result in a layoff of employees (as distinguished from layoffs caused by changes in programming or other normal factors), the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations:

a) Upon written application by the employee, the Company agrees to exert every reasonable effort to find other positions within the Company for any such affected

employee. Such employee will be provided reasonable time off to be interviewed for positions outside the Company,

- b) Employees who have obtained seniority will be given a minimum of six (6) months' notification of such layoff. Should they obtain other employment prior to the end of the notice period, they shall be compensated to their last working day. Should the employee's position cease to be required during the period covered by the six (6) months' notice, the employee may be released by the Company and shall thereupon receive the balance of the six (6) months' notice by way of payment in lieu of such notice. In any event, the employee shall also receive severance pay as contained within Article 9.8.

10.2.1 An employee, who leaves the employment of the Company during the period of layoff notice contained in Article 10.2 (b), as a result of the layoff notice, shall retain recall rights for a period of nine (9) months from the date of termination.

10.2.2 In the event an employee returns to the employment of the Company pursuant to Article 10.2.1 such employee shall at that time refund to the Company the severance pay which they received pursuant to Article 10.2 (b) and that part of the pay in lieu of notice, if any, which they received pursuant to Article 10.2 (b) for the period of time after their return to the employment of the Company.

ARTICLE 11

Employment Benefits

11.1 Medical and Group Insurance - The Union recognizes the benefits contained in the CTV Ltd. Employee Benefit Plan (Policy # 97458) as follows:

*Effective September 1, 2009 employees shall pay 100% of the LTD Premiums.
Effective September 1, 2010 employees shall pay 20% of the premium cost for Extended Health Care Benefits and a portion of the cost of prescription drugs.*

The following outlines the premium cost sharing formula for each benefit under the Group Plan:

Benefit	Premium Cost Sharing	
	Employer	Employee
Basic Life	80%	20%
Basic AD&D	80%	20%
Dependent Life	80%	20%
LTD / Critical Illness		100%
Extended Health	80%	20%
Vision	80%	20%
Dental	80%	20%

Sick Leave (STD)	100%	
Employee Assistance Program	100%	
Business Travel Accident	100%	

The Health Benefit Plan covers employees if single coverage is selected and employee, spouse and children if family coverage is selected. If an employee has coverage through a spouse, dental, vision and health care benefits may be waived upon proof of coverage.

The Company shall have the benefit provider issue Drug Cards to all employees which enables the employee to fill prescriptions under the benefit plan with payment of 10% for generics and 25% for name brand drugs. Drugs that do not have a generic product will be reimbursed at the full 90%.

11.1.1 An employee who is incapacitated for duty through illness shall be paid for the time off from work for such illness or accident for up to 182 days on the condition that the employee complies with the provisions in 11.1.1 (a), (b) and (c). Should such illness or accident exceed this 182 day period the employee must apply before the expiry period for Long Term Disability Benefits. Sick leave with pay may not apply to an employee during the first three (3) months of employment.

- a) When taken ill or incapacitated they shall notify their Department Head at least one (1) hour before their shift commences if reasonably possible,
- b) The employee shall offer proof, exclusive of a diagnosis of their illness or incapacity following three (3) consecutive days, if requested to do so by the Company; however, the employee is obligated to provide all the information requested by the Company's insurance carrier to substantiate any disability claim,
- c) Notwithstanding Article 11.1.1 (b), the Company may request proof of illness (exclusive of diagnosis) after the employee has received seven (7) days of Short Term Disability benefits in any calendar year.

11.1.2 Absence because of illness or incapacity up to six (6) months shall not interrupt the accumulation of an employee's vacation credits.

- 11.1.3**
- a) An employee who receives the benefits of the Long Term Disability Plan shall retain the seniority they had on the date of entrance to the LTD Plan and for purposes of this Agreement shall be considered to be on leave of absence and the computation of seniority provided in Article 9.7 shall apply,
 - b) An employee shall have their earned vacation entitlement and vacation accrual rate frozen at the time they begin to receive Long Term Disability Benefits; and, upon their return to work, this earned vacation entitlement shall be provided (or as otherwise agreed with the Company) and their vacation accrual rate shall begin again,

- c) An employee in receipt of benefits under the Long Term Disability Plan because of their disability or their incapacity to perform services caused by their disability shall be considered to be terminated after:
 - 1) the employee has received Long Term Disability benefits for at least twenty-four (24) months; and,
 - 2) the employee has been deemed to qualify for continued receipt of Long Term Disability benefits by the insurance carrier.

- 11.1.4 a) Should an employee fall sick or become incapacitated while on authorized leave of absence, the Short Term Disability benefits will not begin until the expiration of that leave,
- b) Should an employee fall ill while on vacation with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at their place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employee,

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

11.2 Leave for Employees with Child Care Responsibilities - Illness or incapacity directly attributed to pregnancy shall not disentitle an employee to sick leave as provided in Article 11.1.

11.2.1 An employee with six (6) months or more of Company seniority is entitled to and shall be granted a leave of absence from employment as follows:

- a) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to ninety-five percent (95%) of two (2) weeks salary (less normal deductions) for the period coinciding with the Unemployment Insurance waiting period and the five percent (5%) balance after her return to work,
- b) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted, upon written request, a leave of absence without pay of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.

- c) Upon completion of maternity leave the employee, upon return to work, will receive an additional six (6) weeks of post natal pay payable over the three (3) pay cycles following her return to work. If the employee terminates her employment within six months of her return from Maternity leave, the post natal pay received by the employee shall be paid back to the Company.

11.2.2 Subject to Article 11.2.5 every female employee with six (6) months or more of company seniority and who has or will have the actual care and custody of a newborn child is entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing, as the employee elects,

- a) on the expiration of any leave of absence from employment taken by her under Article 11.2.1 (b)
- b) on the day the child is born; or
- c) on the day the child comes into her actual care and custody

11.2.3 Subject to Article 11.2.5 every male employee with six (6) months or more of Company seniority and who has or will have the actual care and custody of a newborn child, shall be entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing, as the employee elects,

- a) on the expiration of any leave of absence from employment taken in respect of a child by a female who is entitled to such leave on account of her pregnancy under the laws of Canada or of a Province of Canada;
- b) on the day the child is born; or,
- c) on the day the child comes into his actual care and custody.

11.2.4 Subject to Article 11.2.5 an employee with six (6) months or more of Company seniority who commences legal proceedings under the laws of a Province of Canada to adopt a child or obtain an Order under the laws of a Province of Canada for the adoption of a child, shall be entitled to and shall be granted, upon written request, to a leave of absence without pay of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.

- 11.2.5**
- a) The aggregate amount of the leave that may be taken by an employee under Articles 11.2.2, 11.2.3 and 11.2.4 in respect of the birth or adoption of any one child shall, when added to similar leave taken by another employee with respect to such child, not exceed thirty-seven (37) weeks.
 - b) The aggregate amount of leave taken by a female employee under Articles 11.2.1 and 11.2.2 shall not exceed 52 weeks.

- 11.2.6** Every employee who intends to take a leave of absence from employment under Article 11.2.1 (b), 11.2.2, 11.2.3, or 11.2.4 shall give at least four (4) weeks notice in writing to the Company, unless there is a valid reason why such notice cannot be given, and shall inform the Company in writing of the length of leave intended to be taken. Every employee who intends to take or is on leave of absence from employment under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 shall give the Company at least four (4) weeks' notice in writing of any change in the length of leave intended to be taken by the employee, unless there is a valid reason why such notice cannot be given.
- 11.2.7** Every employee who intends to take a leave of absence under Articles 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 is entitled, on written request therefore, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence and for which the employee is qualified.
- 11.2.8** Every employee who takes a leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 is entitled to be reinstated in the position that the employee occupied when the leave of absence began and, on the expiration of such leave, the Company shall reinstate the employee in that position. Where for any valid reason the Company cannot reinstate the employee in the same position, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.
- 11.2.9** The pension, health and disability benefits, and the seniority of an employee who takes a leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 shall accumulate during the entire period of the leave and during such period the Company shall pay one hundred percent (100%) of the cost of such benefits, with the exception of LTD premiums. During such leave the employee shall be responsible for the pension contributions which such employee would normally have made and must, within a reasonable time, pay such contributions. If the employee fails to pay such contributions within a reasonable time the employment of such employee on the employee's return to work shall be deemed to be continuous with their employment before their absence. Except as hereinbefore provided with respect to pension, health, disability and seniority benefits, for the purpose of calculating all other benefits of an employee who takes leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4, employment on such employee's return to work shall be deemed to be continuous with employment before the employee's absence.

It is understood that LTD Benefit Plan premiums will continue to be paid by the employee during Maternity, Adoption and Parental Leave.

- 11.3 Pension Plan** - The CHUM pension plan (CTV Limited) in effect shall continue and the terms may not be changed without discussion and agreement of the parties, unless required by legislation. Each employee shall receive an annual statement outlining his financial status in the Plan.
- 11.4 Bereavement Leave** -In the event of the death of a member of the immediate family (i.e., spouse, parent, guardian or child), bereavement leave on any of their normal working

days that occur during the five (5) days immediately following the death shall be granted, with pay.

- 11.4.1** In the event of the death of an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild or any relative currently residing in the employee's household, or with whom the employee resided, bereavement leave on any of their normal working days that occur during the three (3) days immediately following the death shall be granted, with pay.
- 11.4.2** An employee can, upon notice to the Company, take lieu days or vacation accumulated under Article 13 for Bereavement Leave in situations not covered in Clauses 11.4, and 11.4.1 (e.g., death of a niece, nephew or close friend). The Company will not incur any scheduling grievance by other employees as a result of the operation of this Clause.
- 11.4.3** In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.
- 11.5 Special Leave** - The Company may grant leave in the case of emergencies such as birth of a child, illness in the immediate family. However payment for such leave will be at the sole discretion of the Company.
- 11.6 Medical Appointments** - The Company will grant sufficient time to an employee for personal medical, dental and eye appointments where notice is given to the Department Head as far in advance as possible; however, whenever possible and practical, the employee will endeavour to schedule such appointments:
- a) outside of their scheduled hours of work; or,
 - b) to minimize the time off that would overlap with their hours of work.
- 11.7 Jury and Witness Duty** - Employees called to serve on juries or to obey a subpoena to appear as a witness in a matter in which they do not have a personal interest shall receive their regular salaries during such periods, less the amount they receive in payment for such calls. Employees shall not be scheduled to work evenings, nights, or weekends while acting in this capacity. Employees shall have the responsibility of notifying the Company upon the discharge of such duty.

ARTICLE 12

Travel Provisions

- 12.1 Travel Expenses** - The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company; reimbursement to

be on the basis of actual out-of-pocket costs for all reasonable purposes. Employees on “out-of-town” assignments which require overnight accommodation shall receive suitable single occupancy accommodation at company expense when available at the location concerned, and in this case Article 12.2.3 shall apply. The Company reserves the right to specify the method of transportation and generally the type of expense to be incurred.

12.1.1 It is agreed that an application for an advance to cover traveling and location expenses will be made as far in advance as possible of an employee’s departure time and that an accounting of any such expenditures will be submitted for approval within five (5) work days of an employee’s return.

12.1.2 It is the policy of the Company that an employee’s use of their own automobile for transportation in connection with their duties is to be discouraged. It is further recognized that such use of an employee’s automobile is not compulsory on the part of the employee and they may at their discretion decline to do so. However, where an employee is authorized by the Company and agrees to use their own automobile for transportation in connection with their duties, such employee shall be reimbursed at the rate of fifty cents (\$.50) per kilometer or company policy whichever is higher, with a minimum payment of five dollars (\$5.00).

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

12.1.4 Any female employee of the Company other than those regularly assigned to a night shift who works past the hour of 9:00 p.m. shall be provided with transportation home, when required, at company expense.

12.1.5 For the purposes of this Agreement, the following definition of “location” shall apply:

- a) “Local” location is considered to be any point within the Regional Municipality of Waterloo, Ontario, accessible by public transportation or within a twenty (20) mile radius of the home base of an employee outside of the Region,
- b) “Out-of-Town” location shall be any point beyond the limits defined as “Local” location.

12.2 Travel Time - For pay purposes, employees engaged only in traveling out-of-town shall be credited with all time consumed when traveling on an assignment of the Company to the maximum hours in a standard work day. Such time will be computed:

- a) From the scheduled time of the carrier’s departure, when the employee leaves from their home for travel by common carrier;
- b) From the assigned hour of departure from their home when the employee travels by automobile direct to the assignment;

- c) From the time they leave their normal place of employment when the employee reports there before proceeding to travel;
- d) From the assigned hour of departure from their lodging when an employee is using overnight accommodation.

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

12.2.2 When an employee is required to work at a studio or remote location other than their normal place of employment, they shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return. Travel time credits may not be paid if an employee agrees to report to the work location for their convenience.

12.2.3 Per Diem - Employees on “out-of-town” assignments which require overnight accommodation shall receive a per diem allowance of sixty dollars (\$60.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or two dollars and fifty cents (\$2.50) per hour to a maximum of sixty dollars (\$60.00) when absences involve fractions of a day. Where exceptional conditions as agreed upon by the parties require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned.

- a) The above per diem amounts shall be in U.S. currency when employees are assigned outside of Canada;
- b) The above per diem amounts shall be in addition to the cost of a five (5) minute call home upon the day of the employee’s arrival, and every second day thereafter;
- c) The above per diem amount shall be in addition to receipted laundry costs following more than five (5) consecutive days on out-of-town assignments.

ARTICLE 13

Holidays and Annual Vacation

13.1 Holidays with Pay - The following shall be paid holidays:

New Year’s Day

Civic Holiday

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- a) In addition to the holidays listed above two (2) “floating holidays” shall be granted each calendar year. Such holidays shall be taken at a time mutually convenient to each employee and the Company. In lieu of this provision, and upon the agreement of the individual employee and the Company, an employee may elect to work half of their normal shift each second Friday, between July 1st and Labour Day, without loss of regular pay.
- b) In the event that “Heritage Day” is declared as a holiday, that day as well as any other federally proclaimed holiday, shall be added to the above list.
- c) Full-time employees who advise the company, upon hiring or after, providing three (3) months notice, that for ethnic, racial or religious reasons they hereinafter wish to observe a holiday other than those in Article 13.1 may request that one of the holidays with pay will be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a holiday with pay for the purpose of this Agreement.
- 13.1.1** If any of the above holidays fall on a Saturday or Sunday, then for the purposes of the Agreement, the preceding Friday or the following Monday as determined by the Company, shall be the holiday and the Company shall post notice of the substitute holiday at least two (2) weeks prior thereto. This Article shall not apply to Technical, Production or News employees with respect to Christmas Day, Boxing Day, New Year’s Day and Canada Day.
- 13.1.2** If a holiday falls on a scheduled work day and the employee is not required to work, they shall receive their normal basic pay for such day at the straight time rate.
- 13.1.3** If the holiday falls on a scheduled work day and the employee is required to work, they shall receive their basic rate plus one and one-half (1 ½) times his basic rate for all hours worked, with a minimum credit of their standard work day.
- 13.1.4** If the holiday falls on a scheduled day off, or during their annual vacation, they shall be entitled to a day off with pay in lieu or one and one-half (1 1/2) times their basic rate with a minimum credit of their standard work day, the choice to be at the Company’s discretion. If the Company grants a day off in lieu then such day shall be scheduled at a mutually agreeable time within twelve (12) months; and, if it is not taken within twelve (12) months, it shall be paid at their basic rate for their standard work day.
- 13.1.5** If the holiday falls on a scheduled day off and the employee is required to work, they shall receive their basic rate plus two (2) times their basic rate for all hours worked, with a minimum credit of their standard work day.

13.2 Scheduling of Christmas and New Year's Holidays - On or before the 15th day of November in each year an employee may indicate to the Company in writing their preference for time off during the period, including Christmas and New Year's Day. So far as possible, the Company will take such preference into account having regard to the seniority of the employees concerned, so as to provide the most suitable time off for each employee over Christmas and New Year's. These Christmas and New Year's holiday schedules shall be posted not later than December 1st. Such scheduling shall not be the subject of grievance.

13.3 Annual Vacations - Employees shall be entitled to an annual vacation with pay, or upon separation vacation pay less any vacation taken, in accordance with the following table:

<u>SERVICE</u>	<u>DURATION</u>
<u>Seniority as defined in Article 9.1 at April 1st of each year</u>	<u>Duration of vacation and pay in working days</u>
Less than 1 year	1 day per month
1 year but less than 9 years	1 ¼ days per month (i.e. 15 days per year or 3 calendar weeks)
9 years but less than 17 years	1 2/3 days per month (i.e. 20 days per year or 4 calendar weeks)
17 years and over	2 1/12 days per month (i.e. 25 days per year or 5 calendar weeks)

No employee shall be entitled to more than one of the annual vacation periods referred to in this Article.

13.3.1 Each employee shall be entitled to take up to two (2) weeks of their annual vacation in consecutive days, but vacation in excess of two (2) weeks shall be taken at the mutual convenience of the Company and the employee, which may or may not be consecutive to the two (2) weeks of the aforesaid. An employee shall be entitled to take up to three (3) weeks of their annual vacation in consecutive days during the period of January 1 to March 31.

13.3.2 An employee will be entitled to begin each of their vacation periods in conjunction with their days off. If they so choose, the employee may request that such days off be Saturday and Sunday, and the Company shall make its best efforts to accommodate this request.

13.3.3 Employees shall have the right to take their vacation throughout the vacation year (April 1st of one year to March 31st of the succeeding year) and subject to scheduling preference shall be given employees on the basis of company seniority within the functional group. The employee's application shall be submitted in writing not later than March 1st for the following vacation year. Vacation schedules will be posted by March 15th each year. An employee by mutual agreement with the Company may change their choice of vacation period insofar as it does not adversely affect another employee's previously selected vacation period.

- a) When employees request vacation time following the March 1st deadline, such request shall be made in writing to the Company. The Company's response to this request shall be made in writing to the employee within two (2) weeks of the employee's request. Thereafter, the vacation period cannot be changed by the Company without the employee's consent.

13.3.4 Vacations shall be taken in the year (April 1st of one year to March 31st of the succeeding year) and may not be carried over from one year to the next, however, on request and subject to the Company's operational requirements, an employee may be granted leave without pay to be taken in conjunction with their vacation period. No employee shall suffer loss of seniority or other benefits as a result of such leave.

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

ARTICLE 14

Outside Activities

14.1 Prior approval must be obtained from the Company should an employee wish to work outside the Company where the nature of the work pertains to the business of the Company, or where the employee exploits their connection with the Company in the course of their activities.

14.2 It is recognized that the need for confidentiality regarding certain sales campaigns or programs may be necessary. Employees therefore shall not disclose information which could be considered injurious to such campaign or program.

ARTICLE 15

Air Credits

- 15.1** The Company shall give on-air credits to employees where, in its opinion, such credits are merited by their contribution to the production.

ARTICLE 16

Hours and Scheduling of Work

- 16.1 Standard Work Week** - The standard work week for the office and clerical employees shall be thirty-five (35) hours with the exception of the switchboard/receptionist, in which case the standard work week shall be thirty-seven and one half (37 1/2) hours. The standard work week for the technical, production, promotions and news employees shall be forty (40) hours. The work week shall commence at 12:01 a.m. Monday. The hours of work shall be exclusive of the first meal period and shall be inclusive of second or subsequent meal periods and break periods.
- 16.2 Standard Work Day** - The standard work day for the office and clerical employees shall be seven (7) hours except for the switchboard/receptionist whose standard work day shall be seven and one-half (7 1/2) hours and the standard work day for the technical, production and news employees shall be eight (8) hours. The standard work day for all employees shall be exclusive of meal periods, subject to Article 17.2 (c).
- 16.2.1 Alternate Work Week and Work Day** - Notwithstanding Article 16.1 and Article 16.2, an employee may be scheduled on a four (4) day work week consisting of a ten (10) hour tour of duty for each day in that work week. The standard work day provided in the Agreement shall be ten (10) hours in such cases, exclusive of the first meal period but inclusive of all other meal periods and break periods. The third day off in the work week resulting from this Article shall be scheduled consecutive to the two (2) consecutive days off provided in Article 16.3. Should an employee work on this third day off in the work week, such employee will be paid in accordance with Article 16.8 (b).
- 16.3 Days off** -
- a) There shall be two (2) consecutive days off in each work week which shall be referred to hereinafter as scheduled days off. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday,
 - b) The Company shall use its best efforts to schedule the days off on weekends as frequently as possible but in any event each employee shall receive a minimum of three (3) weekends (i.e., Saturday and Sunday) off per calendar quarter (beginning January 1, 1982). Where an employee does not receive the minimum number of weekends off as required by this Article, they shall receive an additional three dollars and fifty cents (\$3.50) per hour payment for all hours worked on the weekends infringed upon in that quarter,

- c) Reporter-Announcers may not receive weekends off in accordance with Article 16.3 (b) when acting as presenters of News, Weather or Sports,
- d) Subject to Articles 13.3.2 and 16.3 (b) no employee shall work for more than eight (8) consecutive days without their prior consent.

16.3.1 A scheduled day off or a day off in lieu, shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours.

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

16.4 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day calculated to the last quarter hour in which work was performed; provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

16.4.1 With the exception of those employees who request such assignment, there shall be no assignment of split shifts.

16.5 Posting of Schedules - It is the intent of this Article that employees are advised of their work schedules at the earliest possible times. Each employee's schedule shall be posted not later than 2:00 p.m. Monday two (2) weeks prior to the week in question. The employee shall check their posted schedule at the end of each tour of duty.

16.5.1 Each employee's schedule shall state clearly daily starting time, finishing time and days off. A notation on the posted schedules stating "sign off" shall be considered as the finishing time for "on air" operating and maintenance employees.

16.5.2 After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 2:00 p.m. of the day prior to the day in question. If such notice is not given the employee shall be credited with all the hours originally scheduled. If the schedule is changed on the employee's day off the Company will be responsible to notify the employee directly of such change.

16.5.3 An employee's days off will not be changed after 2:00 p.m. on the Wednesday prior to the week covered by the schedule referred to in Article 16.5.

16.5.4 The Company will attempt to schedule employees equitably on a rotating basis in the various shifts. Failure to do so will not be cause for grievance. However, the Company will on request, meet with the Union Committee to discuss any problem arising in this regard.

16.6 Change of Schedules - Notice of change of starting time shall be given no later than 2:00 p.m. of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has

verbally so informed the employee, provided that this shall not relieve the employee from checking their posted schedule as per Article 16.5. If the employee is off duty, the Company will notify the employee verbally. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours. This provision does not apply to the first day of rescheduling when such rescheduling is caused by circumstances beyond the control of the Company (i.e. sickness replacement, and bereavement leave replacement).

16.6.1 Prior to going on leave of five (5) days or more, an employee, if they so request, shall be given a written pre-arranged time to report back to work. This time will not be changed thereafter without the employee's consent.

16.6.2 It is the responsibility of an employee to report to their Department Head advising when they will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in their schedule.

16.7 Overtime Computation - Subject to Article 16.2.1 all time worked or credited in excess of the standard work day shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rate of the employee. Further, all hours beyond twelve (12) in one day shall be paid at the rate of two (2) times the basic hourly rate of the employee, and all hours beyond sixteen (16) in one day shall be paid at the rate of two and one-half (2 1/2) times the basic hourly rate of the employee.

- 16.7.1** a) The employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty-eight (48) hours of the original schedule being posted,
- b) The employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within twenty-four (24) hours of any revised schedule being posted,
- c) If all qualified employees, who are not on vacation or in receipt of Disability Income Benefits, refuse to work overtime as in (a) and (b), then the Company may direct that the work be performed by any qualified member of the bargaining unit in inverse order of seniority.

16.8 Work on Scheduled Days Off - Where an employee agrees to work on a day off, work performed on that day shall be compensated as follows:

- a) If work is performed on one day off in a week, time and one-half (1 1/2) computed separately from the work week, for all hours worked with a minimum credit of the standard work day. Hours worked in excess of the standard work day shall be paid at two (2) times the basic rate,

- b) If work is performed on any day(s) off scheduled conterminously to any other day off, and regardless of the work week(s) in which these days off occur double time (2X) computed separately from the work week for all hours on this day(s), with a minimum credit of the standard work day. Hours worked in excess of the standard work day shall be paid at two and one-half (2 ½) times the basic rate,
- c) If all qualified employees who are available refuse to work on a day off then the Company may direct that the work be performed by any qualified member of the bargaining unit in inverse order of seniority,

16.8.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 2:00 p.m. of the previous work day. If such notice is not given, the employee shall receive four (4) hours pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

16.9 Turnaround - A Turnaround 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, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

16.9.1 All time scheduled and/or worked and any meal period, during any of the above turnaround periods shall be compensated for, in addition to the regular basic rate, at one-half (1/2) times basic for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be one and one-half (1 1/2) times the basic rate, in addition to the regular basic rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof, and shall be one (1) time the basic rate, in addition to the regular basic rate for the portion of such assignment which encroaches on the fifth, sixth, seventh or eighth hours immediately following the end of the employee's original schedule or any extension thereof.

<u>HOURS BETWEEN STOP AND START TIME</u>	<u>COMPENSATION</u>
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0-4	1 ½ times basic rate
4-8	1 times basic rate
8-12	½ times basic rate

16.9.2 No payment shall be made for the following encroachments:

- a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day off.

- b) On a shift where an employee is released from duty to attend negotiation or grievance meetings with Management,
- c) When an employee is on vacation of one (1) week or more, turnaround will not apply to the first shift back,
- d) On a shift mutually agreed to by the employee and the Company.

16.10 Call-back - An employee called back to work having left their place of work on the day in question shall be paid at the time and one-half (1 1/2) rate with a minimum credit of four (4) hours. If call-back is extended over four (4) hours the additional hours will be paid at the double time (2X) rate. Call-back shall be computed separately from the work week.

16.10.1 Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty and having left their place of employment is called back to perform further work on the day in question.

16.10.2 An employee shall not be required to work more than four (4) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 17 shall apply.

16.11 Night Differential -

- a) Where an employee is required to work an unscheduled extension to their shift, (i.e. notice which is given after 2:00 p.m. of the day prior) the overtime rate will be increased to twice the hourly rate for all such unscheduled extended hours worked between 12:00 midnight and 7:00 a.m.;
- b) An employee who works between the hours of 12:30 a.m. and 6:30 a.m. shall be paid a night differential of three dollars and fifty cents (\$3.50) per hour for all work performed between 12:30 a.m. and 6:30 a.m. Night differential shall not be deemed overtime or part of the basic hourly rate of pay.

16.12 Temporary Upgrading - In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification (within or without the bargaining unit) than that to which they are usually assigned, they shall be paid eight dollars (\$8.00) for such work up to four (4) hours in a tour of duty. If such assignment extends for more than four (4) hours they shall be paid twelve dollars (\$12.00) for the full tour of duty. If such assignment extends beyond their regular tour of duty, or if the temporary upgrade is more than one group higher than their normal wage group, they shall be paid sixteen dollars (\$16.00) for the temporary upgrade. This Article shall not apply where they are assigned work of a higher classification for a training or trial, for a maximum of three (3) full consecutive weeks.

16.12.1 Article 16.12 shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. At the time of such assignment, an employee shall be verbally advised of their temporary upgrading and this shall be recorded on the employee's time sheets.

16.13 Safety - No employee shall 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 Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice their employment with the Company. It shall be the duty of the employee to take all reasonable and necessary precautions to ensure their own safety and the safety of their fellow employees. An employee may, before performing potentially hazardous duties, request the assistance of another employee. The Company will not deny any reasonable request. The Company shall give consideration to the capabilities of an employee for assignment involving climbing ladders and no employee will be required to climb a transmitting tower.

16.13.1 The Company agrees to supply special protective clothing and/or safety devices for employees on assignments (e.g. remotes, towers) where conditions require their use, and to supply other special attire when required by the Employer. It is understood that such protective clothing and/or safety devices and special attire are and remain the property of the Employer and shall be returned in good condition on demand. In cases where the Company does not supply protective clothing, the Company shall continue its present practice of paying, where the Company deems it appropriate to do so, the reasonable cost of repairing and cleaning an employee's clothing soiled or damaged while the employee is performing work related duties.

16.13.2 Where transportation is provided to an employee, the appropriate safety standards shall be observed by the Company and the employee and traffic laws shall be observed by the employee.

ARTICLE 17

Break and Meal Periods

17.1 Break Periods - All employees shall be entitled to, and shall receive, a break period of fifteen (15) minutes' duration during each half of a standard work day, and shall receive a fifteen (15) minute break period for each additional four (4) hour work period. If the break periods are not received in accordance with the provisions of this Article, the employee shall receive one and one-half (1 1/2) times the basic rate for each missed break period. No refreshments shall be allowed in any control room.

17.2 Meal Periods - First Meal Period -

a) **Office and Clerical Employees**

A first meal period of one (1) hour's duration shall be taken at a time convenient to the employee and which will not interfere with the efficient operation of the station;

b) **Technical, Production and News Employees**

During each tour of duty of more than five (5) hours, the Company shall schedule a first meal period of one (1) hour's duration as close to regular meal hours as efficient scheduling permits;

c) In lieu of (b) above an inclusive first meal period of at least thirty (30) minutes may be assigned at a time which will not interfere with the efficient operation of the station. If such a thirty (30) minute meal period is not so received during the tour, one-half (1/2) hour will be added to the tour of duty and be paid at one and one-half (1 1/2) times the basic rate and in either event, one break period in Article 17.1 shall be waived.

17.2.1 Second Meal Periods - A second meal period of not less than thirty (30) minutes' duration shall be assigned in tours of duty of more than ten (10) hours. This second meal period shall be assigned within the fourth (4th) or fifth (5th) hour after the assignment of the first meal period. If such a meal period is not so received during the tour, one-half (1/2) hour will be added to the tour of duty and be paid at one and one-half (1 1/2) times the basic rate.

17.2.2 Subsequent Meal Periods - A subsequent meal period of not less than thirty (30) minutes shall be assigned within the fourth (4th) or fifth (5th) hour after the completion of the prior meal period. If such a meal period is not so received during the tour, one-half (1/2) hour will be added to the tour of duty and be paid at one and one-half (1 1/2) times the basic rate.

17.2.3 An employee whose tour of duty begins between 4:00 a.m. and 7:00 a.m. shall be scheduled a thirty (30) minute relief period before 10:00 a.m., in lieu of one fifteen (15) minute break period. If the employee does not receive the relief period, one-half (1/2) hour will be credited to the employee's tour of duty and paid for at the appropriate rate in effect at that time.

17.3 When employees are on assignment outside of the Company's main plant facilities, the Company shall supply and/or pay for an appropriate meal for each meal period required by this Article 17 unless the Company is paying per diem amounts in accordance with Article 12.2.3.

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

ARTICLE 18

General Wage Provisions

- 18.1 Employees shall be paid according to the wage schedule of the classification to which they are assigned.
- 18.2 Employees will receive twice their regular weekly earnings, after statutory deductions have been made, every second Friday. Payment for overtime work shall be made not later than the second pay date following the pay period during which such overtime has occurred and has been submitted. If changes have been made on a time sheet after its submission by an employee, a copy of such time sheet noting such changes shall be given to the employee with their pay slip.

ARTICLE 19

Wage Scales and Classifications

- 19.1 Effective January 16, 2009, the Job Rates for each classification shall be:

	Weekly	Hourly	Yearly
Reception	\$607	\$16.18	\$31,547
Board Operator	\$662	\$16.56	\$34,439
Maintenance Technician	\$703	\$17.59	\$36,581
Promotions Assistant	\$684	\$17.10	\$35,564
Sales Coordinator	\$684	\$19.54	\$35,564
Traffic Coordinator	\$684	\$19.54	\$35,564
Producer	\$785	\$19.62	\$40,813
Creative Services Writer	\$785	\$22.42	\$40,813
News & Sports Announcer/Writer/Reporter	\$785	\$19.62	\$40,813

Effective January 16, 2010, the Job Rates for each classification shall be:

	Weekly	Hourly	Yearly
Reception	\$622	\$16.58	\$32,336
Board Operator	\$679	\$16.97	\$35,300
Maintenance Technician	\$721	\$18.03	\$37,496
Promotions Assistant	\$701	\$17.53	\$36,453
Sales Coordinator	\$701	\$20.03	\$36,453
Traffic Coordinator	\$701	\$20.03	\$36,453
Producer	\$804	\$20.11	\$41,833
Creative Services Writer	\$804	\$22.99	\$41,833
News & Sports Announcer/Writer/Reporter	\$804	\$20.11	\$41,833

Effective January 16, 2011, the Job Rates for each classification shall be:

	Weekly	Hourly	Yearly
Reception	\$634	\$16.91	\$32,982
Board Operator	\$692	\$17.31	\$36,006
Maintenance Technician	\$735	\$18.39	\$38,246
Promotions Assistant	\$715	\$17.88	\$37,182
Sales Coordinator	\$715	\$20.43	\$37,182
Traffic Coordinator	\$715	\$20.43	\$37,182
Producer	\$821	\$20.51	\$42,670
Creative Services Writer	\$821	\$23.44	\$42,670
News & Sports Announcer/Writer/Reporter	\$821	\$20.51	\$42,670

All employees shall receive the following increases to their existing salaries:

- January 16, 2009 = 3%
- January 16, 2010 = 2.5%
- January 16, 2011 = 2%

19.2 The rates in the above schedule are minimum.

19.3 The Company agrees that it will not release any commercial audio material incorporating a performance by a person in the bargaining unit to any Company, Sponsor or Agency for use outside of CTV Limited until such time as the person performing on the recording has arranged payment for their services from the client involved.

ARTICLE 20

Duration

- 20.1** This Agreement shall become effective as of January 16, 2009 and shall remain in full force and effect until and including the 15th day of January 2012, and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than one hundred and thirty (130) days and not less than thirty (30) days before the termination of the said Agreement.
- 20.2** If such notice is given by either party and no new Agreement is reached, all the provisions of the Agreement shall be observed by both parties until seven (7) days after the Report of the Conciliation Board is received by the Minister of Labour, or as otherwise provided by the Canada Labour Code.
- 20.3** The parties to this Collective Agreement declare that it contains responsibilities and obligations for each party and that in signing this Collective Agreement, it binds the parties during the Collective Agreement to do everything they are required to do by the Collective Agreement and to refrain from doing anything they are not permitted to do by the Collective Agreement. To that end this Collective Agreement supersedes and replaces all other written or verbal agreements between the parties regarding any employees in the bargaining unit which were entered into prior to the signing of this Collective Agreement.

**In witness, whereof the parties hereto have caused this Agreement and attached Letters of Agreement to be signed by their duly authorized representatives this
day of _____, 2009.**

**CKKW/CFCA-FM
Division of CTV Limited**

**Communications, Energy &
Paperworkers Union of Canada**

LETTER OF AGREEMENT NO. 1

The person fulfilling the function of an Assignment Editor on a regular full-time basis shall be paid an additional sixty (\$60.00) dollars per week. It is understood that the company shall only be required to have an Assignment Editor on duty during the day shifts Monday to Friday and that on the day shifts on weekends one person will perform the functions of Assignment Editor as has been the past practice and will not receive any additional payment for so performing the Assignment Editor function.

LETTER OF AGREEMENT NO. 2

The parties hereto agree that unscheduled overtime may sometimes be necessary. Employees shall have the right to express reasons to their scheduling supervisor, as to why working such overtime would present an inconvenience.

LETTER OF AGREEMENT No. 3

The parties agree that the positions as herein listed are excluded from the bargaining unit, although not currently filled:

News Stringers
News Director
Supervisor Retail Sales
Supervisor National Sales
Secretary to Program Managers

LETTER OF AGREEMENT NO. 4

The parties agree that Hosts/Hostesses may be used for the radio stations' promotional activities including the handling, set-up and removal of broadcast equipment.

Hosts/Hostesses shall be part-time employees and the Collective Agreement will apply to them except that penalty and scheduling Articles and all of Article 18 will not apply.

Hosts/Hostesses shall receive a minimum flat fee as follows:

	January 16, 2009	\$10.50 per hour (no change from 2008)
Effective	January 16, 2010	\$10.75 per hour
	January 16, 2011	\$10.75 per hour (no change)

LETTER OF AGREEMENT NO.5

Notwithstanding Article 13.3, as long as the employees listed below continue to be employed on a full-time basis by CKKW/CFCA-FM, Division of CTV Limited, they shall receive vacation as follows:

Cathy Maciaczyk - 2 ½ days per month (i.e. 30 days per year or 6 calendar weeks)

Rych Mills - 2 ½ days per month (i.e. 30 days per year or 6 calendar weeks)

LETTER OF AGREEMENT NO. 6

Peggy Merritt

- 1) Peggy Merritt who is Secretary to the Station Manager, will be included within the bargaining unit and classified as a Sales Coordinator under the Collective Agreement.
- 2) The Union recognizes that Ms. Merritt will be called upon from time to time to perform non-bargaining unit work. The performance of such work will not form any manner of jurisdictional precedent.
- 3) The inclusion of Ms. Merritt in the bargaining unit will not be used by the Company to lay off or reduce staff.