

# CJOH

CTV

BATON/CTV  
P.O. Box 5813,  
Merivale Depot, Ottawa,  
Ontario, Canada K2C 3G6

between



|                   |     |    |    |
|-------------------|-----|----|----|
| EFF.              | 95  | 01 | 01 |
| TERM.             | 98  | 12 | 31 |
| No. OF EMPLOYEES  | 125 |    |    |
| NOMBRE D'EMPLOYÉS | 125 |    |    |

**BBS Ontario Incorporated (CJOH-TV Division)**

and



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

RECEIVED  
JUL 29 1998  
1995  
to  
December 31, 1998

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This Agreement executed **this 1st** day of January, 1995

Between: **BBS Ontario Incorporated** (CJOH-TV Division)  
hereinafter referred to as the "Company"

Party of the First Part

**And: Communications, Energy and Paperworkers  
Union of Canada**

hereinafter referred to as the "Union"

Party of the Second Part

.....

## **ARTICLE 1**

### **Intent**

- .1** It is the intent and purpose of this Agreement to recognize the community of interest between the parties in promoting co-operation between the Company and its employees as described herein.
- 2** To this end, the Union agrees that it will co-operate with the Company in the observance of the provisions of this Agreement and of the Company's regulations pertaining to employees, that it will assist the Company and its supervisory personnel in maintaining a high level of efficiency on the part of all employees, and to maintain at all times in its negotiations with the Company and in its discussions with individual employees, the concept that all employees shall give a fair return of their services.

- 1.3 The **Company** will bargain collectively with the Union in respect to rates of pay, wages, hours and conditions of work for all employees in the bargaining unit herein before set forth.

## ARTICLE 2

### Definitions

**OFFICE &  
PROFESSIONAL**

**TECHNICAL &  
ENGINEERING**

**O & P**

**T & E**

### 2.1 Employee-

**Technical & Engineering (T & E)** shall mean all classification in functional groups 1 through 19.

**Office & Professional (O & P)** shall mean all classifications in functional groups 20 through 34.

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. shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

**“Student employee”** shall mean any person either male or female employed in accordance with Article 2.3.2.

**“Part-Time employee”** shall mean any person, either male or female, employed in accordance with Article 2.3.4.

**1.2 Bargaining Unit** - The Company recognizes the Union as the exclusive bargaining agent for all the persons employed in the unit defined by the Canada Labour Relations Board in its decision of July 18, 1995.

The bargaining unit is as follows:

**“All employees of BBS Ontario incorporated (CJOH-TV Division), excluding:**

- president
- vice-president and general manager
- vice-president, sales
- vice-president, news and public affairs
- director, administration & human resources
- managing director, operations
- personal secretaries to the above
- production co-ordinator
- executive producer, news
- managing editor, news
- director, engineering
- director, operations
- director, creative services
- manager, commercial production
- manager, building services
- director, scheduling
- assignment editor, news
- managing producer/director



- unit manager
- chief accountant/supervisor, payable & receivable
- supervisor, payroll
- human resources officer
- staff announcer and any other on-air performer
- caretaker (transmitters)
- supervisor, transportation/mailroom and shipping
- supervisor, security services
- security officers, and

excluding all other employees presently covered by collective agreements between the Company, The Newspaper Guild, and the Alliance of Canadian Cinema, Television and Radio Artists, and employees of Baton Broadcasting Incorporated working at 1500 Merivale Road, Nepean, Ontario."

**2.3 Employee Categories** - It should be noted that a complete listing of the current job classifications and wage levels is contained in Article 17. Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

- 1) Remote Control Camera Operator, Sr. Remote Control Camera Operator
- 2) Audio, Sr. Audio
- 3) VTR Operator, VTR Editor, Sr. VTR Editor
- 4) Character Generator/Still-Store Operator
- 5) Lighting Director
- 6) Technical Producer
- 7) Building Maintenance, Sr. Building Maintenance
- 8) Installation Wireperson
- 9) Central Technician, *central* Maintenance Supervisor
- 10) Studio Technician, Studio Maintenance Supervisor

- 11) Transmitter Technician, Transmitter Maintenance supervisor
- 12) VTR Technician, VTR Maintenance Supervisor
- 13) Satellite/Microwave Mobile Technician
- 14) Sr. Carpenter
- 15) Stagehand, Staging Specialist
- 16) Studio Director, Sr. Studio Director
- 17) ENG Librarian
- 18) ENG Editor, Sr. ENG Editor
- 19) ENG/EFP Camera, Sr. ENG/EFP Camera
- 20) Electronic Graphic Artist, Sr. Electronic Graphic Artist
- 21) Accounts Clerk
- 22) Sr. Printer/Graphics Tech.
- 23) Switchboard/Receptionist
- 24) Associate Producer
- 25) File Clerk, Office Clerk, Secretary
- 26) Driver, Shipper/Receiver, Mail Messenger
- 27) Traffic Co-ordinator
- 28) Producer/Director
- 29) Researcher
- 30) Creative Services Writer/Director, Sr. Creative Services Writer/Director
- 31) Production Assistant
- 32) Makeup Artist, Sr. Makeup Artist
- 33) VTR Librarian, Sr. VTR Librarian
- 34) Program Manager \_\_\_\_\_ Assistant

N.B. The underlined job titles are those classifications assigned a 37.5 hour work week.

**3.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as provided in Articles 2.3.2 and 2.3.4. They shall be probationary employees for a period of three (3) months from

the date of 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 this event **will so** advise the employee concerned and consult **the** Union. During the probation period the Company may release the employee at any **time** for reasonable cause.

**2.3.2 Student Employee - Engineering, University Degree, Diploma or Cooperative Work** Period students may **be** hired by the Company for specific **work** periods (current practice). Such students shall be paid at an hourly rate based on the top rate of the wage classification to which they are **assigned**. They shall be scheduled to **work** the minimum tour of duty and **work** week for **the** assigned classification.

**Summer** Students may be hired by the Company for specific **work** periods not in excess of **the** four (4) consecutive months during the summer. Such students shall **be** paid seventy-five percent (75%) of the **start** rate of the wage classification to which **they** are assigned. **Except** for summer students, all other students shall be scheduled to work the minimum tour of duty and **work** week for the assigned classification.

**2.3.3 Placement Student - Placement students** are defined as those **who as** part of their studies **curriculum, need to** be placed for a specific term in a workplace environ. While such students are **not** employees, they may be **assigned** to assist full-time employees in the bargaining unit provided that **they** do not perform any work functions except under the direct supervision of the employee **to whom** they are assigned.

**2.3.4 Part-time Employee - A Part-time employee** is one hired on a regular or occasional basis to cover peak work periods, child care leave, sick leave, annual leave or to work on a special project or productions of a pre-determined length of time. Part-time employees shall be paid on an hourly rate, based on the applicable wage rate of the classification to which they are assigned.

**2.3.5** Students, Part-time employees or Placement Students shall not be used for the purpose of eliminating or displacing full-time employees to avoid hiring full-time employees in the bargaining unit.

**2.3.6** All Students and Part-time employees shall be subject to all conditions of this Agreement except those pertaining to length of service, eg, health and insurance benefits, pension, workforce reductions, sick leave. Students and Part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum work week of twenty-four (24) hours. However, the regular work hours will apply to all part-time employees who are replacing regular employees on child care, sick or annual leave or to work on a special project or productions of a pre-determined length of time. Such employees shall be entitled to receive vacation pay calculated at the rate of six percent (6%) of their gross basic earnings. Further, a meal period will be assigned in all tours of duty of more than five (5) hours.

### ARTICLE 3

#### Management Rights

- 3.1** The Union recognizes that the Management of the Company, the control of its properties, and the maintenance of order among its employees, as described herein on its premises and/or while engaged in work for which the Company is liable for remunerations are solely Management rights. Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.
- 3.2** The Union further recognizes the right of the Company to operate and manage its business in all respects. Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which, but by no means wholly inclusive are: the right to decide the number and locations of plants, the amount and type of supervision necessary, of machinery and technical equipment, methods, procedures and standards of operation, operating schedules together with the selection, procurement, designing and engineering of equipment which may be incorporated into the determination of the size of the work forces including the right to hire, transfer, promote, demote, retire or to suspend or discharge for proper cause, or to relieve employees from duty because of lack of work, content of programs, the judgement and final evaluation of personnel qualifications and performance.
- 3.3** The rights referred to in Article 3.2 above shall be exercised in accordance with the provisions of this Agreement.

## ARTICLE 4 Union Rights

**4.1 Union Security and Dues Check-off** - 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, or remaining a member of the Union.

**4.1.1** The Company will discharge **any** employee outlined in Article 4.1 **within fifteen (15) days** after receiving written notice from the **Union** that the membership of **such** employee **has** been **terminated** by reason of failure to pay uniform assessments.

**4.1.2** During the **term** of this Agreement, the Company **agrees** to deduct monthly **from the salaries of** the employees in the **Bargaining Unit** an **amount equal to** the uniform dues as levied by the **Union** for each pay period as a condition of employment 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 regular salary and **the same percentage** shall be deducted on all additional earnings. **The Company** will be **notified** thirty (30) days by registered mail of any **changes** in the present rate of deductions. **The Union** shall not require the Company to vary the deductions **more than twice** a year.

**4.1.3** The **Company** **agrees** to remit the **monies so** deducted to the **Union** monthly by cheque. The Company shall remit such dues **by the** fifteenth of the month following the month

for which such dues are deducted together with the following information:

1. Employee name and address
2. **Sex**
3. Classification title and **salary**
4. Amount of dues deducted on base salary
5. **Amount** of dues deducted on **additional** earnings
6. The name of **any** employee **who has** left or joined the Company since the last payment, including the **name** of any employee **going** on or returning from child care leave. **A copy** of this statement shall be provided to the Local Treasurer of the Bargaining Unit.

As soon as possible, the Company undertakes to provide this information to the National Union by means of a monthly computer disc in an ASCII format.

**4.1.4** Each year the Company shall include on the T-4 and TP-4 slips issued to each employee, the total amount of dues deducted at source and forwarded to CEP.

**4.2** Notification to the Union - The Company shall immediately mail to the office of the Union and the President of CEP Local 715M one copy of each of the following:

- a) Notice of dismissal, extension of probationary period, suspension or any disciplinary action affecting an employee within the bargaining unit.
- b) Any notice pertaining to the application or agreed interpretation of this Agreement.

- c) Within **five (5) days**, notification of any **new** employees hired.
- d) Notice of **vacancy in any** classification concurrent with the time **of** internal **posting**.

**4.2.1** An elected Local Union official **shall** be present **at** the time **an** employment letter is signed by **a new** employee.

**4.3 Union Access to Premises -** Representatives **of** the Union shall have **access to the Company's** premises to carry on **inspections** or investigations pertaining to the **terms and** conditions of this Agreement **at any** operating unit of **the Company**, **at** reasonable notice to the Company, **and free** from unreasonable interference **from the** Company. Such investigation or inspection **shall** be carried **on** at reasonable **hours and** in such **manner as** not to interfere unduly with the **normal** operations of **the Company**. **The Company** will furnish a suitable business letter or a **card of** identification for **the** Representative entitling admission to **the** premises of **the Company** and **other** places where **employees covered by this** Agreement may be **working**.

**4.4 Union Use of Bulletin Boards -** **The Company** agrees to the posting by the Union on **scheduling/bulletin** boards, of announcements **regarding** elections, **meetings**, negotiation developments **and internal affairs** of the Union, provided such **notices** are authorized by **the** Director of **Administration & Human Resources**.

**4.5 Leave for Union Activities -** Upon request by the Union, the Company will release without **loss of pay** or other benefits, up to three (3) employees named by **the Union** to attend grievance meetings **and** four (4) employees



for negotiation meetings. In the event **that** an employee attends **meetings on a scheduled day off, the** employee shall receive **a compensatory day(s) off in lieu to be taken at a mutually agreed time.** Any time spent in such meetings shall not be considered for the **purpose** of determining overtime pay if **the** meeting extends beyond the normal tour.

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

- a) Attend Executive Council Meetings, Labour Conventions, Congresses, **etc.** A request for such leave shall be submitted **at** least **eighteen (18)** days **in** advance.
- b) **Accept a position with** the Union or **an official labour** body. Such leave shall be granted by **the** Company **on** receipt of **a** written request from **the** employee **and** the **President of the** Union. **The** length of leave shall be **as** follows:
  - 1) **A maximum of four (4) years** for **elected** positions.
  - 2) A **maximum** of two (2) years for non-elected positions.
- c) **It is agreed and** understood **that** not more **than** three (3) employees from the Bargaining Unit shall be **so** released at **any one time.**

**4.5.2** Leave provided for **in** Article 4.5.1 (b) shall not **constitute a** break in continuity of **service** in the **computation of** seniority and with respect **to** Article 4.5.1 (a) **shall not constitute a break** in continuity of service in the

computation of seniority, severance pay, or other benefits under this Agreement.

Employees taking leave as provided in Article 4.5.1 (b) will be required to contribute a percentage of their salary so paid by the Union or an official labour body, into the Company pension plan. Such percentage to be paid shall be the percentage normally paid into the pension plan if they were still being paid by the Company.

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

## ARTICLE 5

### No Strike, Lockouts or Strike-breaking

**.1** The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down 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 lookout of any of its operational locations during the term of this Agreement.

**2** The Company will not assign, transfer, or require employees to go to any radio station, television station,

transmitter, studio, or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress to perform the duties of any employees engaged in a strike/lockout, or to originate a program or programs not normally fed to such facility, nor will the Company require any engaged employee to perform the duties of any other employee who is engaged in a lawful strike/lockout, or the duties of any employees of any company engaged in a lawful strike/lockout.

## ARTICLE 6

### Grievance Procedure

- 6.1 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.
- 6.2 The parties recognize that, the "Canada Labour Code" provides that any employee may present a personal grievance to the Company at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on Grievance Procedure.
- 6.3 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 hereof:

Step I: The grievance shall be reduced to writing, specifying the Article or Articles of this Agreement on which the grievance is based, and a copy thereof delivered to the Director of Administration & Human Resources or designee within ten (10) working days of the arising of such grievance.

A copy shall also be delivered simultaneously to the employee designated by the employees as their Unit Chairperson of the Grievance Committee.

**Step 2:** The grievance shall be discussed with the Director of Administration & Human Resources or designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) working days notice shall have been received. Such meetings shall take place within ten (10) working days of the request for a meeting. If a meeting is not requested within thirty (30) working days such grievance will automatically advance to Step 3. Appropriate records of such meetings shall be kept.

**Step 3:** If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the Director of Administration & Human Resources and Union Office for further discussion and consideration. If not resolved within thirty (30) days of being advanced to this level, the grievance will automatically proceed to Step 4.

**Step 4:** In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, within thirty (30) working days, by Written notice of either party to the other party, be submitted to final and binding arbitration. If not so submitted to arbitration any such grievance will be considered abandoned or withdrawn. The parties shall within ten (10) working 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 by either party to appoint

the arbitrator. The cost and/or expenses of such arbitration 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**.

**6.4** The arbitrator **shall not** have the **power to change**, modify, extend or amend the provisions of **this Agreement**, **but** 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**.

**6.5** If either of the parties of **this Agreement** consider that **this Agreement is** being misinterpreted, **or violated in any respect** by the other party, the matter may be **discussed** between representatives of the **Company and the National Union** and if not satisfactorily **settled within thirty (30)** working days either party may refer **the matter to** arbitration as provided **in** Step 4 of Section **6.3**. It is **agreed** and understood that the **provisions of Article 6.5 are not** intended to replace an individual employee's **right** to file a grievance; e.g., an arbitrator is not **permitted** to **award damages or a remedy in favour of an individual as a result of a policy grievance**.

**6.6 Time Limits:** Any time limit **mentioned** under grievance procedure shall **exclude Saturdays, Sundays and Statutory Holidays**, and may **be** extended by mutual consent.

**ARTICLE 7**  
**Report on Performance**

- 7.1** Employees shall be notified in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company immediately the complaint or accusation is made. If this procedure is not followed, such expression or complaint shall not become part of their record for use against them at any time.
- 7.2** The employee's reply to such complaint or accusation, if received within ten (10) working days after the individual has been given the notice referred to in Article 7.1 above, shall become part of the employee's record. If such reply is not so received it will not become part of the record for the individual's use at any time.
- 7.3** Employees shall have access to their personal performance file in the presence of their supervisor or an elected Union representative during office hours.
- 7.4** An employee shall have the right to have a Union Steward or Local Officer present at any disciplinary meeting involving a supervisor or Management personnel.
- 7.5** A written notice of dissatisfaction/complaint shall be removed from an employee's record, and not be used against the person at any time, if no other related incident

occurs before eighteen (18) months has elapsed. In circumstances of related incidents, associated memos will not be removed until eighteen (18) months after the date of the most recent notice.

**7.6** At the employee's request, a Written performance appraisal shall be completed and discussed, with the employee within thirty (30) days. Such requests shall not be made more than once every twelve (12) months. The Company may conduct a performance appraisal on its own initiative for every employee at least once every year. Performance appraisals shall remain part of an employee's file, and shall not be subject to the grievance procedure. However, it is understood that performance appraisals shall not be used for disciplinary purposes and will not include any references to specific events which have not been first issued as a report on performance.

## **ARTICLE 8**

### **Seniority Rights**

**8.1** Company Seniority - Company seniority shall be deemed to have commenced on the date of hiring as full-time employee by the Company and shall be equal to the length of continuous service.

**8.1.1.** Prior service shall be credited to an employee who transferring to full-time status provided there is no break in continuity of employment. Such past service credit will not reduce any waiting period pertaining to a company benefit plan. Nor will such credit cause a probationary period to be reduced to less than one (1) month.

**8.1.2** Company seniority shall relate only to the order of workforce reductions, promotions and the choice of vacation periods.

**8.1.3** All seniority rights of an employee shall cease for any of the following reasons:

- i. Resignation;
- ii. The individual is discharged for just and sufficient cause and not reinstated through the grievance or arbitration procedures;
- iii. The individual fails to return from leave of absence unless such failure to return is proven to the satisfaction of the Company to have been due to causes beyond the employee's control;
- iv. Retirement.

**1.2** Promotions and Transfers - The employee with the most Company seniority who meets the reasonable qualifications (which may include practical qualification tests) for the position, as set by the Company, shall be promoted/transferred to fill a vacancy/opening in another classification. The Company retains the right to make the final determination concerning whether a vacancy exists. For example a vacancy will not occur where a bargaining unit employee is transferred into another position, and staff levels do not increase. Nothing in this Article precludes the Company from hiring an external applicant when no qualified employees apply and are accepted.



- 8.2.1** Before the **Company** fills any available position in the classifications **covered** by **this Agreement**, the **Company** shall post on all designated bulletin boards for a minimum of five (5) days any vacancies/openings for permanent positions. Subsequent vacancies/openings resulting from an initial vacancy shall be posted a minimum of two (2) days.
- 8.2.2** Notwithstanding Articles 8.2 and 8.2.1 above, vacancies/openings and/or positions outside the bargaining unit shall be **posted**, thereby enabling present employees to apply for the positions.
- 8.2.3** Without the individual's consent, **no** employee shall be transferred or assigned to a position outside the bargaining unit.
- 8.2.4** Employees required to perform in a job classification different **from** their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performances.
- 8.2.5** An employee promoted/transferred to fill a vacancy/opening in another classification shall be on an evaluation period in such classification for three (3) months. The **Company may**, at any time during this period, return the employee to their classification with **no** loss of seniority. At the conclusion of a successful evaluation period the employee will be **advised** in writing that the promotion/transfer has been made permanent. Nothing in Article 8.2.5 will impair the **Company's** rights as set out in Article 3 of **this Agreement**.
- 8.2.6** When an employee has worked an accumulative total of five hundred and twenty (520) hours or more in a

classification which is higher than the one to which they are normally assigned, and when a vacancy/opening in such higher classification is available and the employee is promoted, they shall then serve only a one (1) month evaluation period.

**8.2.7** Employees promoted into another level in the same functional group (merit increase) or from one functional group to another functional group (transfer or promotion), less than ninety (90) days before their anniversary date increment, or a contract anniversary increment, shall receive a wage increase of one full increment in addition to the wage increase which would have been received for the promotion or transfer. (Where such equivalent of one full increment would result in a salary overscale, the employee will be placed at the top rate of the higher salary scale.)

**8.3 Dismissals, Resignations and Demotions** - 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 devance procedure. An employee dismissed for just and sufficient cause shall be entitled to two (2) weeks notice or in lieu of such notice, shall be given two (2) weeks pay plus accrued vacation pay.

**8.3.1** An employee, when resigning, will give the Company two (2) weeks notice in writing.

**8.3.2** Notwithstanding Article 8.3, a probationary employee who is released in accordance with Article 2.3.1 shall be entitled to one (1) week's notice, or in lieu of notice, shall be given one (1) week's pay plus accrued vacation pay. If the employee is released for gross misconduct the Company

shall not be required to provide notice or pay in lieu of notice.

**8.3.3** Notwithstanding Article 8.3.1, a probationary employee, when resigning, will give the Company one (1) week's notice in writing.

**8.3.4** Notwithstanding Article 8.3, the Company agrees that prior to the imposition of discharge, the Union representative (or Local President in case of absence) shall be advised by the Company of the reasons for considering such action and discharge shall be delayed for a period of forty-eight (48) hours.

**8.4** Workforce Reductions - Workforce reductions shall proceed in inverse order of Company seniority within the functional groups.

An employee will be advised in writing of the said reduction and if the employee chooses to exercise his/her bumping rights, the employee will respond in writing to the Company within three (3) business days indicating, in order of preference, the positions into which the employee wishes to bump. The employee will also indicate which article (8.4.1 or 8.4.2) applies in each circumstance. The Company will respond to the employee's request within three (3) business days.

The Company agrees to provide copies to the Union and Local Union President of any workforce reduction notice and any subsequent correspondence with affected employees. The Company agrees to meet with two local union officers prior to releasing the written response referred to in the above paragraph.

**8.4.1** An employee about to be laid off (Workforce Reduction) from one functional group who has had three (3) months or more of service in another functional group, may apply his/her seniority and revert to such other group, provided that no employee is to be displaced by a more senior employee unless the senior employee possesses the occupational qualifications of the job filled by the employee with less seniority.

**8.4.2** An employee about to be laid off (Workforce Reduction) and who has seven (7) or more years seniority may apply his/her seniority and revert to another functional group in the Company, provided that, in the opinion of the Company, the employee may be trained in a reasonable length of time to perform the duties in the other functional group, shall be trained and then revert to that group subject to the following conditions:

- a) In the event that the training is not successful, then the workforce reduction will proceed as originally planned;
- b) An employee shall revert to a salary level in the new group which is equal to his/her current salary, but in any event not higher than the top rate of the new group;
- c) A reasonable length of time shall be four (4) weeks.

**8.4.3** An employee about to be laid off (Workforce Reduction) who has the Company Seniority, and who in the opinion of the Company may be trained in a reasonable period of time, shall be trained to fill a vacant position and

then revert to that new position and group, subject to the following conditions:

(a) in the event that the training is not successful, then the layoff will proceed as originally planned.

(b) A reasonable length of training time shall be four (4) weeks.

This article shall apply only where there is an existing vacancy at the time of the workforce reduction. This will include any new vacancies arising at the time and as a result of the application of Article 8.4.7.

**8.4.4** Except for employees reverting under Article 8.4.2 an employee who has reverted to another group and whose basic salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, but in any event the employee's basic salary shall not be decreased by more than ten percent (10%) on reversion.

**8.4.5** In the event of workforce reductions, employees will receive at least eight (8) weeks notice or eight (8) weeks salary in lieu of notice, plus accrued vacation pay. Employees will be considered terminated and will receive severance pay equal to three (3) weeks' basic salary for each year of continuous service with the Company, to a maximum of fifty-two (52) weeks. Severance pay will be calculated on a pro-rata basis to the nearest month. This severance payment shall be deemed to include any severance payment required pursuant to any statute and employees will be required to sign a release with the Company. This article is subject to the terms of a letter issued by Mr. Gerry Donohue and dated May 13, 1996.

**8.4.6** When an employee is terminated as set out in Article 8.4.5, the Company will pay one hundred percent (100%) of the cost of the employee's medical and group insurance benefits except for Long Term Disability coverage (See Article 10.3) for a period of six (6) months.

Coverage will cease once an employee is re-engaged in other employment. It is the responsibility of the employee to notify the Company immediately that such other work is obtained

The Company agrees to continue to provide basic "outplacement services" to employees so terminated.

**8.4.7 New Equipment / Technological Change / Organizational Change** - in the event that the Company introduces or permits to be used any process, machinery, or equipment which substitutes for, supplements, or replaces any present process, machinery or equipment which fails under the jurisdiction of the bargaining unit, then to such extent as such process, machinery or equipment falls under the jurisdiction of the bargaining unit, it shall be operated and maintained only by employees in the bargaining unit herein set forth.

## ARTICLE 9

### Jurisdiction and New Equipment

**9.1 Jurisdiction and New Equipment** - Only employees under this Agreement as provided hereinafter shall perform all the duties related to: the maintenance of the Company's property; the preparation, administration, audition and the broadcast, rehearsal and preparation of the Company's originated television programs; the operation, installation,

setup, dismantling, removal, assembly, modification and maintenance of all equipment **used**, owned, rented, leased or obtained **by the** Company or **any** equipment obtained in the future to replace or supplement such equipment.

- a) Notwithstanding anything to the contrary contained in **this** Agreement, it is **agreed** that the provisions of this Article shall not be applicable to other Divisions of BBS **Ontario** Incorporated, or to any **subsidiary/affiliated** company of BBS Ontario Incorporated.
- b) It is **also** agreed that the Company shall have the right to **assign**, but shall be under no obligation to **assign** employees to productions produced by any other company, including independent third party producers, or any other BBS Ontario Incorporated **affiliated** company. In the event of an **assignment** by CJOH-TV, the terms of the Collective Agreement shall apply.
- c) For the purposes of this Article, programs produced by the Company, **and** Company originated television programs shall mean those productions **and/or** programs that **are** subject to the **exclusive** creative, financial **and** production control of BBS Ontario Incorporated - CJOH-TV Division.

**9.1.1 O & P-** Notwithstanding Article 9.1, it is agreed that persons, **whose** classifications are excluded from the bargaining **unit** as defined in the CLRB decision dated July **18, 1995** shall be permitted **to** continue their normal duties.

**9.1.1 T & E-** For the purposes of this Agreement, equipment shall mean that used **in** transmitting, **control** **and/or** conducting audio, video **and/or** radio frequencies and

signals for use in broadcast, close circuit broadcast, re-broadcast, pick-up, relay. audition, rehearsal, recording, and/or on-air playback. The aforesaid jurisdiction shall include the following:

- a) The optical equipment physically associated **with** the above and used in TV live, film or recorded programs, **slides**, opaque pictures or **other** forms of pictures.
- b) The equipment used to project through the TV system, **and** the equipment used for technical inspection **and** evaluation of film. slides, opaque pictures or **other forms** of pictures.
- c) The sound **effects** equipment and facilities used to create aural illusions.
- d) Lighting equipment including dimmer **boards**, lighting **effects**, reflector boards, portable power generator equipment **and** related equipment for **use** in **studio or on location**.
- e) All electronic, film, video **and** audio equipment (including **combination** electronic and **motion** picture or slave **camera**) **used** either in connection **with** live **broadcasting** or in connection **with** video and audio recording. It shall include all related electronic, mechanical **and** optical equipment used for all recording, **re-recording**, duplicating, editing, cutting, splicing and playback.
- f) The **Lighting** Director shall be **the only** person **who may** direct personnel in connection **with** the handling and placement of lighting equipment **on any major**



production, and may be required to perform the duties in connection with the handling and placement of lighting equipment.

- g) On all major productions which require changes or adjustments in lighting, at least one (1) lighting director shall be assigned to direct **the lighting**.
- h) Build, **make** and repair, **as** assigned; sets, set properties, and graphic material **and** erects scaffolding.
- i) **Arrange**, set up, operate, handle, transport and keep up; **wardrobe, costumes, sets**, scenery, set properties, set **dressings**, drapes, projection screens on set, special effects, **titling drums, titling machines and graphic cards**. **Set up** equipment for the accommodation of musicians, performers **and** audience, for example: musical instruments, music **stands**, **prompting** and cueing **devices**, chairs, **table** and risers. **Arrange**, set up, operate, handle, transport and keep up **visual effects, equipment, devices seen on camera** which are used to notify **performers** and audiences of information about the program, such as time **or** results, including **lights** integral to such **devices**, and light appearing on camera including their wiring **and** maintenance, arrange prefabricated **wiring** in **staging** and design elements. **and** operate **Company** vehicles when assigned.
- j) **As** assigned, handles and **operates** the electro-mechanical devices used to convey information or direction to **performers** in a television production when **floor** mounted or otherwise suspended or hung.

- k) The recording, processing, printing and reproduction equipment used in developing and printing of film, both motion picture *and* still photograph.

**9.1.2 O & P** - It is further agreed that the provisions of Article 9.1.1 shall not be used for the purpose of eliminating or displacing employees, avoiding the hiring of employees, effecting a Workforce Reduction of employees or solely for the purpose of avoiding the payment of overtime.

**9.1.2 T & E** - The jurisdiction set forth above shall also apply to video tape equipment. Only employees under this Agreement shall operate, modify and maintain video tape equipment utilized in connection with any process using electronic methods, wholly or partially for the storage and reproduction of video information and other signals pertaining thereto. This shall be expressly applicable to video tape or any substitute therefore.

**9.1.3 T & E** - The Studio Directors have exclusive jurisdiction over the following:

- a) Supervises stagehands in the performance of their duties.
- b) Acts as an assistant to the Director during the production of a program and as such coordinates and supervises all phases of production from the studio floor and without restricting the generality of the foregoing, is responsible for the relaying of information and the assignment of duties to the stage crew.

- c) Creates **the** necessary atmosphere and is responsible to the Director for the conduct and discipline on the **studio** floor.
- d) Attends auditions **and** production meetings **as** assigned.
- e) **Performs** other duties **as** are directly **related** to the above.
- f) Notwithstanding the foregoing, the Director of **Staging** may perform the duties of a **Studio** Director **when** they are not available to **perform** such duties.

**9.1.4 T & E - Film** Editors shall have exclusive jurisdiction **over the** following:

- a) The editing, re-editing and assembling of completed film packages using creative **judgement** in **so** doing; handle **and** operate equipment for **the** cutting, **splicing and** footage **measuring** required in **the** assembly, **timing**, repair **and** disassembly of **film**; clean film; file **film** for library purposes. Past practice in relation to **telescope** operations shall not **be affected** by the foregoing.
- b) Handle **and** operate **film** projection equipment used in conjunction **with** film **inspection** and **editing**, **except that**:
  - Program**, Commercial, Engineering and Administrative **staff** may handle and operate, outside the film **editing** rooms, file projection equipment used for audition, **instruction and** content evaluation purposes.

**9.1.5 T & E** - Film Cameramen shall have exclusive jurisdiction over **the** following

- a) The handling **and** operation **of** motion picture camera equipment, including the sound recording and **portable** power **supply** equipment of a film camera and **the** lighting equipment (**excluding** studio lighting equipment) **used by** the Film Department. **The Company, at its discretion, may assign a sound technician from the bargaining unit to operate the sound recording equipment of a film camera. Such jurisdiction shall apply to all production, newsreel and commercial film.**
- b) The **film** cameramen shall be limited to **a** maximum of **three thousand (3,000) watts of lighting gear.**

**9.1.6 T & E** - Outside firms and contractors **may be retained under the** provisions of Article 2.3.4 **to** supply a given service **in** regards to the **film** editing and film cameramen **bargaining unit for a program or series of programs insofar as this does not displace a full-time employee. Notwithstanding** the foregoing, part-time film cameramen and part-time film editors **may be retained wider** the provisions of Article 2.3.4 to supply creative illustrations, **motion pictures and editing services**, when their special talents **meet** the requirements of particular programs **and** promotional activities. **It is agreed that this shall not be done to evade any of the provisions of this Agreement or to displace a full-time employee.**

- 9.1.7 T & E** - In the case of co-production where the Company does **not** have control over **the** personnel employed on programs produced outside the **Company's owned** and operated premises the duties referred to in Articles 9.1.4 and 9.1.5 may be **assigned** to personnel outside the bargaining unit.
- 9.1.8 T & E** - Accounts Clerks, Accounting Assistants, Switchboard Operators and Receptionists shall continue **as** in the past **to perform** all duties related to their **job** functions.
- 9.1.9 T & E** - Notwithstanding Article 9.1.8, it **is** clearly understood **that some** related duties **within** the bargaining unit were performed by certain non-bargaining unit personnel in the Accounting Department. To the extent that **this** practice predates the inclusion of Accounting Clerks, Accounting Assistants, Switchboard Operators and Receptionists into this Agreement, the Union agrees that **such** practice shall not be curtailed and the Company agrees **that** such practice shall not be expanded in **any way** beyond the signing date of this Agreement.
- 9.1.10 T & E** - The Technical Producers shall not be scheduled **to perform** in any other classification within the bargaining unit but may be **assigned** duties within their functional groups Nos. 1 to 7 on a per-occasion basis.
- 9.1.11 T & E** - The Company agrees that it will not assign programs **to be pre-recorded** or recorded on video tape or **film to an** affiliate for the sole purpose of depriving the employees under **this** Agreement of **the** jurisdiction **as** set forth herein.

**9.2** The Company agrees *that* it will not **transfer or assign any work** or functions covered **by this** agreement to any other person, except **that** it is agreed **the** Company shall not be required to alter any existing **or** agreed methods or practices **as** outlined below. It is agreed that **the** provisions of **this** article shall **not be used to avoid filling a vacancy, to cause a job loss of an employee in the bargaining unit, or to avoid the** payment of overtime or penalties **as** stipulated.

- a) Outside contractors retained **by** the Company for specific installation **and/or** modification.
- b) Engineering Department employee classified as **Director of Engineering.**
- c) Operations Department employee classified as Director of **Operations.**
- d) Production Department employee classified as Design Co-ordinator.
- e) Accounting Department employees classified as Chief Accountant/Supervisor, Payable & Receivable; and Supervisor, Payroll.
- f) Commercial Production employee classified as Manager, Commercial Production.
- g) Creative Services Department employee classified as Director, **Creative Services.**
- h) Building **Services** Department employee classified as **Manager,** Building Services.

- i) Existing or past practices of **permitted** contracting out, including any cooperative productions within the **BATON** group of companies.

## **ARTICLE 10**

### **Employee Benefits**

**10.1 Sick Leave - An employee who is unable to work** because of illness or accident shall be paid full salary for such time **to a maximum of six (6) months**. If it is expected that such **absence will exceed six (6) months**, the employee is responsible for making an application for **Long Term Disability Benefits** prior **to the** expiration of **Sick Leave**.

**Sick** leave with pay will not apply during the **first three (3) months of employment**.

**10.1.1** Sick leave will be paid subject to the following **conditions**:

(a) **A** written declaration of illness will be required for each absence **and a doctor's** certificate is to be attached if the absence **extends to more than three (3) days**. **A** subsequent doctor's certificate may be required to substantiate the length of a **claim** or to **verify** that an **employee is** capable of returning to active duty. **A copy of the approved doctor's certificate form is** attached as **Schedule I**.

(b) Employees shall give **as much notice as possible** when calling in **sick** to those persons responsible for **their scheduling**, a minimum of one **(1)** hour prior to the start of their **tour** of duty.

(c) The Company agrees to pay for **any reasonable cost**, upon submission of **an invoice**, for obtaining a **medical certificate**.

It is expected that **an employee** will obtain the required **certificate in conjunction with a regular doctor visit**. However, the Company will **give consideration to any exceptions**.

(d) Where **an absence is as a result of an injury or illness that is or should be covered by LTD**. [Sick leave does not apply if **an employee is denied LTD or subsequently has LTD cancelled.**]

(e) Employees on sick leave (**Short Term Disability**) may be required to provide a **Baton Medical Report Form** in cases of extended absences (**more than 15 days**), or where a date **for return to work has not been established**. **This form may also be required from employees where a medical report is required to update a previous report**. The **Baton Medical Report will be forwarded to Baton's Corporate Medical Doctor for review, guidance and direction**. A copy of the approved **Baton Medical Report Form is attached as Schedule II**.

**(9 A medical examination may be required by the Company at its expense:** (i) as a pre-employment physical; (ii) in order to substantiate a claim for sick leave; (iii) **verify** that an employee is able to return to work. **All results shall be forwarded directly to Baton's Corporate Medical Doctor.**



(g) If requested in writing by the employee, the results of the medical examination will be conveyed to the employee's personal physician.

(h) Confidential medical information forwarded to the Baton Rouge Corporate Medical Doctor shall be subject to the ethical and disclosure rules of the College of Physicians and Surgeons. It will not be forwarded to non-medical individuals without the written consent of the employee.

**10.1.2** Absence because of illness or incapacity shall not interrupt an employee's accumulation of vacation credits for a period of up to six (6) months. Vacation credits shall not accumulate during the period when an employee is in receipt of LTD benefits.

**10.1.3** Should an employee fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.

**10.1.4** Employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for Long Term Disability in the Company Group Insurance, shall be deemed to have voluntarily quit their employment with the Company. It is the responsibility of employees to make application to the insurance Company prior to the expiry of the Company's six (6) month full pay provisions. Employees who fail to apply, or do not meet the requirements for disability benefits, will be deemed to have voluntarily resigned their position with the Company. Employees who are unable to return to their job classification on a regular full-time basis, having been on Long Term Disability for a period of one (1) year or more, will have voluntarily resigned their position with the Company. However an employee on

Long Term Disability as a result of a work related injury will, upon recovery from the disability be entitled to return to work at any time within two (2) years of the injury.

**10.2 Leave for Employees with Child Care Responsibilities - Every employee is entitled to and shall be granted a leave of absence as follows:**

L 1) Where an employee provides the Company with a  
E certificate of a qualified medical practitioner  
N certifying that she is pregnant, that employee is  
G entitled to, and shall be granted a leave of absence  
T from employment of up to seventeen (17) weeks,  
H which may commence not earlier than eleven (11)  
O weeks prior to the estimated date of her  
F confinement and end not later than seventeen (17)  
weeks following the actual day of confinement.

2) 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  
L of absence from employment of up to twenty-four  
E (24) weeks commencing, as the employee elects,  
A  
V

- E i. in the cast of a female employee,  
a) on the expiration of any leave of absence  
from employment taken by her under  
paragraph (1) above.  
b) on the day the child is born, or  
c) on the day the child comes into her actual  
care and custody.

- ii. in the case of a male employee,
  - a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under paragraph (1) above,
  - b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
  - c) on the day the child is born, or
  - d) on the day the child comes into his actual care and custody.

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 twenty-four (24) weeks commencing on the day the child wines into the employee's care.

- 3) Where both parents work in a business governed by the Canada Labour Code (federal jurisdiction), the twenty-four (24) weeks may be shared but the aggregate total is not to exceed twenty-four (24) weeks.

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- 4) An employee must give four (4) weeks notice in writing of their intention to take **such** leave **unless** there is a valid reason why such notice cannot be given. Notice must also include the length of leave **intended** to be taken.
- If the length of leave **is** to be changed, after the original notice **or** while **on** leave, **four (4)** weeks notice in writing **is** required except where valid reasons exist.

### 10.2.1 Parental Leave with Pay -

- a) Illness directly attributable to pregnancy shall entitle **an** employee to sick leave provided for in Article 10.1.
- b) 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 a total of **two (2)** weeks of **pre-natal** leave upon the commencement of her leave. Additionally, she shall receive **six (6)** weeks post-natal leave **with** full **salary**, payable over **six (6)** pay periods (**12 weeks**), upon **return to work on a** regular full-time basis.
- c) Notwithstanding Article 10.2, any male employee shall be entitled to **a maximum** of three (3) days leave with pay **on** the occasion of the birth of his child. Such leave need not be taken consecutively **unless so** requested by the employee.

**10.2.2** The taking of leave is not mandatory. The **Company** may not require a pregnant employee to **take** leave unless the employee is unable to perform **an** essential function in

her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

10.2.3 Employees who intend to take leave may request in writing to be informed of any employment, promotional or training opportunities which may arise during the Leave and for which the employee is qualified. The Company must provide such notices in writing.

#### 10.2.4

a) The employee upon return to work at the conclusion of such child care leave will be reinstated in her former classification. If she fails to return, she may at the Company's discretion be terminated from the staff at the conclusion of the period for which the leave of absence was granted.

b) If wages and benefits are changed as part of a plan to re-organize the Company's establishment, including Collective Agreement revisions, the employee is entitled on being reinstated, to receive wages and benefits as if the employee had been working during the reorganization.

When such re-organization takes place which will result in a change in wages and benefits, the Company must notify the employee in writing as soon as possible.

#### 10.2.5

a) Seniority will continue to accrue without interruption during Child Care leave, except that vacation credit

shall not accrue during such leave. The Company shall pay 100% of the benefit plans contained in Article 10.3 during Child Care leave.

- b) The pension plan shall remain in force and accumulate during Child Care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time.
- c) Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count as service with the Company when calculation of benefits is made.

**10.2.6** The Company shall not dismiss, suspend, layoff, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 10.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

**10.3 Medical and Group Insurance** • The Company shall pay one hundred percent (100%) of the total cost of the following during the term of this Agreement:

Extended Health Care  
Group Life Insurance  
Accidental Death and Dismemberment  
Occupational Accidental Death & Dismemberment

In the event that, in the future, the Company is required to re-enter the Workers' Compensation Board program, the Company has the option of terminating the provisions

relating to the said supplemental Occupational Accidental Death & Dismemberment policy.

For the duration of this Agreement the Company will continue to make the Long Term Disability Plan available to the employees, the cost of which shall be borne by the employee. Insurance or benefit plans in effect on or before April 5, 1989, will not be altered without prior approval of the Union if the changes would result in any less favourable benefit. It is understood that any adjustment in shared premiums would continue to be shared by the employee and the Company on a 50-50 basis.

The Company shall pay fifty percent (50%) of the total cost of the premium required to include "Eye Care" in the Extended Health Care. This benefit shall contain a limitation with respect to reimbursement for contact lenses and further that eyeglass frames will be subject to a maximum reimbursement of one hundred dollars (\$100.00) for each twenty-four (24) month period.

The Company shall pay fifty percent (50%) of the total cost of the Dental Plan. The parties agree that no premium increase will be implemented without prior discussion between the parties and the Plan will remain in force during the term of this Agreement.

### **10.3.1 Consultative Committee on Staff Benefits -**

- I. Establishment - There shall be established a Consultative Committee on Staff Benefits, membership in which shall be opened to employee groups represented by recognized bargaining agents, and to the confidential and management groups in such a manner

as they shall ~~themselves~~ decide. However, **no** employee may be represented **by** more than **one** Union, association or group. The Company shall be **represented** by a person of the Company's choosing and such person **shall** chair the **Committee**. The Vice-Chair **shall** be elected by the employee groups. The Committee may invite observers **and/or** technical advisers **who** shall have voice but no vote. **Committee** members may invite one (1) Observer **and/or** **one** (1) **Technical** Adviser who shall have voice but no **vote**.

2. Voting Power - Members of the **Committee** shall cast a **number of** votes corresponding **to** the number of employees **whom** they represent. Representation shall be established on the basis of the latest available employee record listing.
3. **Functions** - **The** function of the Committee shall be to **discuss** and make recommendations **with** respect to the establishment, administration **and** modification of all present and future staff benefit plans **affecting** employees. By **way** of illustration but not limitation, the **Committee** may concern itself with

#### **Pension Plans**

**Insurance** - Life, Accident. **etc.**

**Health** Insurance

Dental Insurance

**The** Committee shall be provided **with** **any** or all information, material **and/or** correspondence relating to matters within the purview of **this** Committee. Such information, material **and/or** correspondence will be



forwarded to the Chair who will arrange for *its* reproduction and distribution to all other members of **the** Committee.

4. Powers - Decisions of the Committee shall be by a simple majority of **the** votes cast. **The** Company shall implement all duly adopted **recommendations** of the Coinmittee involving adoption, alteration or termination of staff benefit plans, which do not involve the expenditure of additional funds directly or indirectly by either the employees or **the** Company.

Should any such recominendation result in additional funds being required, the Coininittee shall recominend to **the** Company and also to the various Unions and employees groups what it considers **to** be a just **and** equitable cost-sharing agreement.

It is understood that the Coininittee is not empowered to amend or change any of the provisions **of the** Collective Agreement except by mutual consent of the patties to that Agreement. Nothing contained **herein** shall prevent or bar the Union **from** negotiating in the Collective Agreement any change in the **terms of** the benefit pians where agreement is reached between **the** Company **and** the Union.

**10.3.2 Premium Waiver During Disability** - If an employee becomes disabled, and for **as** long as the disability continues, the Company **agrees** that the benefits **and** terms of **Articles** 10.3 and 10.4 shall continue, at no **cost to** the employee, until what would have been the employee's normal retirement age had the employment continued.

**10.3.3** During the term of this Agreement the above Plans shall not be modified in any manner that would provide benefits less favourable than those in the current Plans.

**10.4 Pension Plan -** The Pension Plan in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of applicable Provincial and/or Federal legislation, and subject to the introduction of a new or modified Pension Plan. However, no new or modified Pension Plan will diminish any benefits now provided to employees on full-time staff as of the date of the introduction of the new or modified Plan, including the entitlement of those now on staff, but have not yet elected to join, to do so.

**10.4.1**

- a) Upon request the Union shall be provided with actuarial reports and also any annual information returns required by the Pensions Benefits Standards Act.
  
- b) The Company agrees to provide each employee with a comprehensive annual statement.

**10.5 Special Leave -** Compassionate leave with pay shall be granted when an employee is required to be absent due to a death in the employee's immediate family, in accordance with the following:

- Five (5) days: mother, father, spouse (includes common-law relationships of one (1) or more years), child
- Three (3) days: legal guardian, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, any relative permanently residing in the employee's residence or with whom the employee resides;
- One (1) day: brother-in-law, sister-in-law.

Such leave will be for the number of scheduled working days as outlined above which fall within the period immediately following the day on which the death occurred. Entitlement shall not apply when an employee is on a leave of absence or on sick leave.

**10.5.1 Family Leave** - Specific requests for family related leave shall be granted to an employee who is required to be absent to care for a sick child or other dependent family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick and, other family emergencies.

Employees shall be entitled to such leave with pay for up to three (3) days per calendar year; new employees shall be entitled to such leave on a pro-rata basis, i.e., one (1) day for each four (4) months of service during the first calendar year of employment.

10.5.2 The Company will grant sufficient time to an employee for medical, dental and eye appointments where reasonable notice is given.

**10.5.3** In the event that an employee desires **leave** without pay, the individual shall apply in writing to **the** Company' stating the reason For such leave. Employees on leave **without** pay may be subject to dismissal if **they** accept employment from **any** source, except as provided in Article 4.5. (Such dismissals may be subject to the grievance procedure.)

No employee shall suffer loss of seniority or other benefits **as a** result of such leave.

10.5.4 Employees seeking **guidelines** on reimbursement for Industry Related Education Courses are directed to obtain a copy of the Company policy with respect **to** education leave and tuition fees.

**10.6** Jury **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 (i.e., personal financial gain or **loss**), shall be granted a leave of absence and shall receive their regular **salaries** during such periods, less the fees they received in **payment** for such service, **excluding** reasonable documented **expenses**. provided the employee returns to **work** if released **from** jury duty prior to 12:00 **noon**. Employees shall not be scheduled to work evenings, **nights** or weekends while acting in **this** capacity. All penalties, per diems and allowances shall not apply for such leave of **absence**.

**10.7 O & P - Existing Benefits** - The Company recognizes that as of April 11, 1980, employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein and the Company agrees not to alter or change the practices in such manner as to discriminate against employees in the bargaining unit.

**10.7 T & E - Existing Benefits** - The Company recognizes that as of January 1, 1968 employees in the Technical and Operations Unit; as of January 1, 1969 employees in the Stagehand Bargaining Unit; and as of March 5, 1971 employees in the Film and Studio Supervisor Unit; enjoyed certain benefits and privileges not referred to herein and the Company agrees not to alter or change these practices in such manner as to discriminate against employees in the bargaining unit.

## ARTICLE 11

### Transportation and Travel Expenses

**11.1 Travel Expenses** - The Company agrees to reimburse each employee for all authorized and/or approved expenses and for parking fees and other justifiable miscellaneous expenses in connection with their assignments upon presentation of receipts where feasible, and upon approval of the Supervisor.

**11.1.1** If an employee is authorized to use their own automobile for transportation in connection with their duties, the employee shall be reimbursed at the following rates based on the price of regular unleaded gas:

Up to 42 cents per litre - 20 cents per km (32 cents mile)

Up to 51 cents per litre - 25 cents per km (40 cents mile)

Up to 60 cents per litre - 30 cents per km (48 cents mile)

With this formula to be extended as necessitated by gas prices.

**11.1.2** When an employee on Company business is involved in an accident resulting in damage to a personal vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of two hundred. fifty dollars (\$250.00).

**11.1.3** It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory, and an individual may at their discretion decline to do so.

**11.2** Definition of Location and Location Expenses For the purposes of this Agreement, the following definition of "location" shall apply:

- a) "Local" location is considered to be any point within a twenty-five (25) mile (40 km) radius of 1500 Merivale Road;
- b) "Out-of-town" location shall be any point beyond the limits defined as "local" location.

**11.2.1** Per Diems - Employees on "out-of-town" assignments which involve overnight accommodation shall

receive a per diem **allowance** of fifty-seven **dollars (\$57.00)** to cover the cost of **meals and miscellaneous** expenses for each **completed** twenty-four **(24)** hour period, or three dollars, twenty-five **cents (\$3.25)** per hour **when** absences involve **fractions** of a **day**. When exceptional conditions require **higher** per diems or meal **allowances** than those contained herein, the **Company** may provide an additional amount **based** on conditions at the location **concerned**.

Employees on "out-of-town" assignments **who** do not receive a **per diem** allowance in accordance with **the** above shall receive a **meal** allowance for **each** meal (ref. Articles **15.2 - 15.8**) to which they are entitled **in the** following **manner**:

|              |              |
|--------------|--------------|
| Breakfast    | \$9.00       |
| <b>Lunch</b> | <b>14.00</b> |
| Dinner       | 25.00        |
| Subsequent   | 9.00         |

11.2.2 Employees shall not be **required** to travel "out-of-town" on assignments which **require** overnight accommodation as a **condition** of employment and employees shall not be penalized for **such** refusal. Employees on "out-of-town" assignments **who** require overnight **accommodation** shall receive **single** occupancy first class accommodation at **Company** expense.

11.2.3 **An** advance to cover the estimated meal costs will be given employees before departure,

11.2.4 **The** allowances mentioned in Article 11.2.1 shall **be in** addition to the following allowable expenses:

- a) The cost of transportation, including chair or parlour car seat. and, when applicable, automobile mileage allowances;
  - b) The cost of taxis and limousine service between residence and the airport, bus station or train station when departing or arriving back from an assignment. The cost of transportation when not supplied from the hotel to the work site and back. All travel arrangements will be made by the Company unless employees are expressly instructed to make their own arrangements. On those occasions where an employee reports to CJOH prior to departing on a remote assignment involving overnight accommodation, taxi fare to a maximum twenty dollars (\$20.00) (where possible pooling of taxis is to be utilized);
  - c) The cost of vehicles for the transport of equipment;
  - d) The cost of extra assistance in handling equipment;
  - e) The cost of long distance telephone calls required for Company business and the cost of a five (5) minute call home on the first day and every three (3) days thereafter on out-of-town notes.
- 11.2.5** It is agreed that an application for an advance to cover travelling end 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 with receipts, will be submitted for approval within five (5) working days of an employee's return to home base.



11.2.6 A properly secured seat shall be installed within the mobile unit to accommodate a second member of the remote crew accompanying the driver on "out-of-town" locations.

11.2.7 An employee has the right to refuse to drive a vehicle under the control of the Company. Such right of refusal shall not apply to employees assigned to a position whose primary or secondary duties include driving (e.g., transportation, ENG Cameramen, etc.). -

**11.3 Travelling Conditions** - For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company except as provided in Article 11.4. Such time will be computed:

- a) From the scheduled time of the carrier's departure, when the employee leaves from home for travel by ~~carrier~~ carrier.
- b) From the assigned hour of departure from home when the employee travels by automobile direct to the assignment.
- c) From the time of departure from the normal place of employment when the employee reports there before proceeding to travel.
- d) From the assigned hour of departure from lodging when an employee is using overnight accommodation.

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

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

**11.3.3** When an employee is required to ~~work~~ at a studio or remote location other than the normal place of employment, ~~the~~ individual shall be credited with all time consumed in transit between such normal place of employment and any ~~other~~ studio or remote location and r e m .

**11.3.4** The Company agrees that adequate safety barriers will be employed between employees and baggage/equipment when travelling.

**11.4 Travelling - Waiver of Time Credits -** When travelling is on a common carrier between 0800 hours and 0001 hours, local time, hill-time shall be credited up to and only for ~~the~~ first eight (8) hours of travel.

**Notwithstanding *the* above, if no work is performed on the day in question and/or travel time is eight (8) hours or less, the waiver of ~~time~~ travel credits shall apply between 0600 hours and 2400 hours, local time, ~~when~~ travel by common carrier.**

**ARTICLE 12**  
**Holidays and Annual Vacation**

**12.1 Holidays and Holiday Pay - The following shall be paid holidays:**

|                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Good Friday    | Labour Day       |
| Victoria Day   | Thanksgiving Day |
| Canada Day     | Christmas Day    |
|                | Boxing Day       |

In addition to the holidays listed above for employees with more than one year of seniority, one (1) additional holiday will be available at a time which is mutually convenient to the employee and the Company within the calendar year. Should the Federal Government declare an additional statutory holiday, the declared holiday shall replace the one additional holiday contained herein.

**12.1.1** If any of the above days fall on a Sunday and the day following is proclaimed a holiday by Federal, Provincial or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

**12.1.2** If a holiday falls on a scheduled work day and the employee is not required to work, the employee shall receive the normal basic pay for such day (eight/seven and one-half {8/7½}) hours at straight time rate.

**Part-time Payment - A part-time employee is entitled to and shall receive 1/20 of the gross wages earned during the previous thirty (30) calendar days as payment for a legal holiday on which the individual does not work.**

- 12.1.3 If the holiday falls on a scheduled work day and the employee is required to work, the employee shall receive one and one-half (1%) times the basic rate for all hours worked with a minimum credit of eight or seven and one-half (8 or 7%) hours. Additionally, the employee shall be paid eight or seven and one-half (8 or 7%) hours at the basic rate of pay. Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.6 and 14.6.1.
- 12.1.4 If the holiday falls on a scheduled day off the, employee shall receive either one and one-half (1%) additional days pay for that week or one extra day off if scheduled in conjunction with the days off for that week, e.g., Friday or Monday if days off are Saturday and Sunday.
- 12.1.5 If the holiday falls on a scheduled day off and the employee is required to work, the employee shall receive two (2) times the basic rate for all hours worked with a minimum credit of eight or seven and one-half (8 or 7%) hours at the basic rate of pay. Additionally, the employee shall be paid eight or seven and one-half (8 or 7%) hours at the basic rate of pay. Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.6 and 14.6.1. Employees at their own option, shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time, and the election of the option shall result in a reduction of eight or seven and one-half (8 or 7%) hours times the basic rate only from the holiday payment earned in accordance with the above.
- 12.1.6 T & E - Days off may only be scheduled on a statutory holiday for personnel on regularly rotating shift patterns.

**12.1.7 T & E** - The Company will endeavor to schedule employees in such a manner as to maximize the number of days off in conjunction with paid holidays.

**12.1.8** The Company shall endeavor to make a "best effort" to schedule employees working on the weekend of a Statutory Holiday to work on the Statutory Holiday itself, if work is required.

**12.2 O & P - Schedule** of Christmas and New Year's Holidays - N.B. This Article shall apply only to those employees who in the past have followed the practice of requesting days off over the holiday season.

Before November 15th of each year, the employee will advise the Company of a personal preference of days off to be scheduled over the Christmas and New Year's holidays. Each employee shall be scheduled off on either Christmas Day or New Year's Day. The employee's choice of days off shall be granted on the basis of Company seniority within the functional group. Every effort shall be made to release an employee by 1800 hours on the eve of the holiday so scheduled off. In the event an employee has requested a minimum of five (5) annual leave days, and such leave had been approved by July 1st, such leave shall take precedence over this Article.

**12.2.1 T & E - Schedule of Christmas and New Year's Holidays** - Before November 15th of each year, the employee will advise the Company of a personal preference of days off to be scheduled over the Christmas and New Year's holidays. Each employee shall be scheduled off on either Christmas Day or New Year's Day. The employee's choice of days off shall be granted on the basis of Company

seniority within **the** functional group. **Every** effort shall be **made to** release an employee by 1800 hours on the eve of the holiday so **scheduled off**. In the event an employee has requested a minimum of **five (5)** annual leave days and such leave had **been approved by July 1st, such leave shall** take precedence **over** this Article.

**12.2.2** These Christmas and New Year's holiday schedules shall be posted not later than the **1st** of December.

**12.3** Vacation and Annual Leave - Leave with pay for vacation for employees shall be granted at the rate of one and one-quarter (1.25) days for each calendar month of employment computed as of June 30th of each calendar year.

**12.3.1** When an employee has completed seven (7) consecutive years of service or more, the individual shall be granted leave with pay for vacation at the rate of 1.666 days for each calendar month worked (i.e., 20 working days) computed as of June 30th of each calendar year.

**12.3.2** When an employee has completed fifteen (15) consecutive years or more, they shall be granted leave with pay for vacation at the rate of 1.833 days for each calendar month (i.e., 22 working days) computed as of June 30th of each calendar year.

**12.3.3** When an employee has completed twenty (20) consecutive years or more of service, they shall be granted leave with pay for vacation at the rate of 2.083 days for each calendar month worked (i.e., 25 working days) computed as of June 30th of each calendar year.

**12.4** Scheduling of **Annual Leave** - Every employee shall be entitled to have the vacation period scheduled consecutively unless requested otherwise by the employee and approved by the Company. The Company will continue to try to accommodate requests for consecutive vacation leave wherever possible

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

**12.4.2** An employee will be entitled to end the vacation in conjunction with **One days off** and every effort will be made to begin the vacation with days off.

**12.4.3** Vacation periods shall be scheduled between May 15th and October 15th, and preference shall be given employees on the basis of Company seniority within the functional group. In order to ensure that as many employees as possible enjoy vacation periods of their choice, it is agreed that where employees seek to split their vacation entitlement into more than one time period, all employees shall be afforded their right of preference for their first time period (of up to three [3] consecutive weeks) before seniority preference is given to an employee's choice for a second or subsequent period.

The employee's application shall be submitted in writing, on a form prescribed by the Company, by April 15th. Vacation schedules shall be posted by May 1st of each year. Conflicts in vacation preference shall be identified as soon as possible to the employees concerned so that accommodations can be made.

Vacations may be granted outside the vacation period when requested by the employee and approved by the Company. Applications outside of the vacation period will not be unreasonably denied. Such requests will also be given preference based on Company seniority within the functional group as described above. An employee's application for vacation leave between October 15th and May 1st shall be submitted in writing, on a form prescribed by the Company, by September 1st and such schedules shall be posted by October 1st of each year.

**12.4.4** It is noted that while preference for vacation is based on Company seniority within functional group, requests of five (5) days or more take preference over requests for less than five (5) days. It is also agreed that each department will post a list identifying the number of employees in each functional group who will be permitted to take annual leave at any one time.

**12.4.5** The Company will, by February 1st, post a list of unused vacation credits earned prior to July 1st of the previous year.

**12.4.6** Such vacation credits not used by the employee by April 1st, may be scheduled by the Company between April 1st and April 30th.

**12.4.7** In the event an employee is unable to take a requested vacation leave for reasons other than the seniority clause, and through no fault of their own, they will carry over these unused vacation credits to the following vacation leave and the Company will ensure that these vacation credits will be granted in the time period outlined in Article 12.4.3.



12.4.8 In special circumstances and with the leave of the Company, employees may **be** allowed to waive their vacation period **and** allow their vacation credits to accumulate **from year** to year.

**12.5 Vacation Pay on Termination** - Upon termination of employment **an** employee (or the estate in the case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previous June **30th**, plus pay **for** any vacation period previously **earned but** not taken.

**12.6 Work During Vacation** - In the event **an** employee **agrees** to work on a day of vacation the **individual** will be compensated at three (3) times the basic rate (which **amounts includes** the vacation pay for that day) for all hours **worked** with a minimum credit of eight (8) hours. They will be paid reasonable travelling expenses **to** and **from** the place of employment. **For** the **purposes of** this Article it is understood **that a** "vacation day" shall include **any** days off which **fall** within **the** vacation period **but shall** not **include** any **days off** immediately before or **after** the vacation period if such **days off** apply to a **different week than that** of the vacation. **A** vacation week shall mean five (5) vacation credit **days** plus two (2) **days off**, therefore, it is understood **that** not **more than** two (2) **days off** per week shall be considered "vacation days" as defined above., In the event **an** employee **taking one (1) week** or **less** vacation **has** two (2) **days off** at the **beginning and end** of **the** vacation, the two (2) **days off** at the **end** shall be considered the "vacation days". Any "scheduled **days off**" **that are to** be considered "vacation days" **must be** scheduled adjacent to a vacation **day(s)**.

## RECAP

### Example #1

| Mon            | Tues           | Wed  | Thurs | Fri            | Sat            | Sun |
|----------------|----------------|------|-------|----------------|----------------|-----|
|                |                |      | work  | <del>d/o</del> | <del>d/o</del> |     |
| d/o            | d/o            | vac  | vac   | vac            | vac            | vac |
| vac            | vac            | vac  | vac   | vac            | d/o            | d/o |
| <del>d/o</del> | <del>d/o</del> | work |       |                |                |     |

### Example #2

| Mon | Tues | Wed | Thurs | Fri            | Sat            | Sun |
|-----|------|-----|-------|----------------|----------------|-----|
|     |      |     | work  | <del>d/o</del> | <del>d/o</del> |     |
| vac | vac  | vac | vac   | vac            | d/o            | d/o |

### Example #3

| Mon | Tues | Wed | Thurs         | Fri            | Sat            | Sun  |
|-----|------|-----|---------------|----------------|----------------|------|
|     |      |     | work          | <del>d/o</del> | <del>d/o</del> |      |
| vac | vac  | vac | <del>do</del> | d/o            | work           | work |

### Example #4

| Mon | Tues | Wed  | Thurs | Fri            | Sat            | Sun            |
|-----|------|------|-------|----------------|----------------|----------------|
|     |      |      | work  | <del>d/o</del> | <del>d/o</del> |                |
| vac | vac  | work | work  | work           | <del>d/o</del> | <del>d/o</del> |

Those days off which are struck through (~~d/o~~) in the examples above are those which would not be defined as "vacation days" as described above.

## ARTICLE 13

### General Matters

**13.1** Combined **Job** Function - The Company recognizes that Article 2.3 contains a list of “functional groups” and “job classifications”.

The Company agrees **that** it will **not** combine any **one** job classification in a functional group with a job classification in another functional group. The intent is **that no** employee shall be required to perform in **more** than one job classification on any one production. Except:

(a) it is agreed **and** understood that an employee may be **assigned** elements of another job function.

It is the Company's responsibility to ensure that **such** activity will not compromise an employee's primary duties. Such an assignment will not be made when there **is an** employee in the **other** classification on duty and available.

**13.1.1** The **above** does not apply to relief periods of **fifteen (15)** minutes or less.

**13.1.2 T & E** - Notwithstanding Article 13.1.1, a VTR Operator may be involved in relief **periods** of thirty (30) minutes or less for Technical **Producers (MCR)**, and sixty (60) minutes or less for a second meal relief, before **Articles** 13.1 and 13.1.1 apply.

**13.2** Air **Credits** - The Company agrees to include full **technical** credits in sustaining (local) television shows as follows:

- i) full technical credits for each Friday for a daily series (e.g., **NEWS**);
- ii) full technical credits for individual weekly shows (e.g., **Regional**).

Shows produced for client contractors (CTV, CBC, etc.) must adhere to technical credit policy of client producer.

**13.2.1 T & E** - Every audio/video tape recording produced or reproduced for or by *the Company* shall have the CEP seal exhibited in the following places:

- a) Tape Billboard
- b) All tape containers

## ARTICLE 14

### Hours and Scheduling of Work

**14.1** For the following classifications the work week shall be thirty-seven point five (37.5) hours per week and seven point five (7.5) hours per day and shall obtain and commence at 0001 hours Monday. The hours of work for each tour of duty shall be exclusive of the first meal period, *but* inclusive of all other meal periods and break periods.

Secretary  
File Clerk  
VTR Librarian  
Switchboard/Receptionist  
Electronic Graphic Artist  
Office Clerk

Traffic  
Commercial  
Production/Creative  
Services  
Promotion/Creative  
services  
Accounting  
Programming

**14.1.1** For all other classifications the work week shall be forty (40) hours per week and eight (8) hours per day and shall obtain and commence at 0001 hours Monday. The hours of work for each tour of duty shall be exclusive of the first meal period but inclusive of all other meal and break periods.

**14.1.2 T & E - Notwithstanding** Article 14.1.1, the hours of work for Technical Producer (MCR) and VTR On-Air personnel shall be inclusive of all meal periods and break periods.

**14.1.3 T & E -** The Personnel on regular rotating shift patterns in the Presentation and Production Areas, (i.e., Technical Producer (MCR), VTR On Air and Character Generator) will receive an extra day off (EDO) as follows:

a) Technical Producer (MCR) - one (1) EDO in every four (4) week period;

b) Character Generator personnel - one (1) EDO in every three (3) week period;

c) VTR On Air personnel - one (1) EDO in every five (5) week period.

This 'EDO' for all intents and purposes, will be deemed equal to a regular day off. This extra day off shall not apply during annual leave for such employees. Any employee relieving in the above mentioned areas shall receive extra days off in accordance with the above provisions.

**14.1.4** It is understood and agreed that wherever in the Collective Agreement the reference to forty (40) hours per

week or eight (8) hours per day, shall be changed to **thirty-seven and one-half (37%) hours per week** or **seven and one-half (7%) hours per day for all employees in the functional groups identified in Article 14.1.1.**

**14.1.5** The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

**14.2 Days Off - There shall be two (2) consecutive days off in each work week. The Company shall make every effort to schedule days off on weekends as frequently as possible but in no event shall an employee be required to work more than four (4) weekends in a row, and all employees will receive at least three (3) weekends off every calendar quarter. The Company shall endeavour to make a "best effort" to schedule employees at least four (4) weekends off every calendar quarter.**

**14.2.1 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period. When the two (2) scheduled days off are separated as provided in Article 14.2.5 there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.**

**14.2.2 A day off in lieu is defined as twenty-four (24) hours plus the turnaround period and shall be scheduled at a mutually agreeable time.**

**14.2.3 T & E -** The regular rotating shift pattern in the Presentation Area will continue and any changes thereto will be discussed with those concerned.

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

**14.3 Tour of Duty -** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of eight or seven and one-half (8 or 7½) hours (ref: Article 14.1.1), calculated to the last quarter (14) hour in which work was performed; provided that if it extends beyond 0001 hours, it shall be considered as falling wholly within the calendar day in which it starts. included in this tour shall be sufficient time for tear out and clean up.

**14.3.1** There shall be no assignment of split shifts and all hours scheduled and/or assigned with respect to any day shall be continuous hours except as outlined in Article 14.9 (call-back).

**14.4 Posting of Schedules -** Each employee's schedule for every week shall be posted as early as possible. It is the intent of this Article to ensure that each employee is advised of their work schedule at the earliest possible time. To this end the Company agrees to post the schedules not later than 1300 hours Friday, three (3) weeks prior to the week scheduled. The schedule shall state clearly daily starting time, finishing time, meal periods and days off.

**14.4.1** All changes of meal periods shall be posted by 1300 hours of the previous working day.

- 14.4.2** When an employee works ten (10) consecutive tours of duty, the Company will not schedule more than six (6) consecutive tours during the following two (2) week period without the consent of the employee.
- 14.4.3** An employee will be assigned no less than five (5) day shifts in any four (4) week period. (A day shift is defined as any tour with a stop time between 1300 hours and 1800 hours).
- 14.4.4** After this posting, (ref: Article 14.4) there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 1300 hours of the last working day prior to the day in question.
- 14.4.5** It is the employee's responsibility to check their schedule at the end of each working day.
- 14.4.6** After 1300 hours Friday, two (2) weeks prior, an employee's days off may not be changed without prior notification. However, after 1300 hours Monday of the week prior, an employee's day off may not be changed without their consent.
- 14.4.7** Notwithstanding the provisions of Article 14.4.6 an employee's days off may be changed up to 5:00 p.m. of the day prior without their consent when unscheduled outside production is received after the original posting of the schedule.
- 14.5** Change of Schedule "Notice of changes in schedules shall be given as much in advance as possible, but not later than 1300 hours, one (1) working day prior to the day of the



change. However, the starting time of a tour of duty may be advanced by as much as three (3) hours or retarded by as much as two (2) hours from the previously scheduled starting time, provided notice is given by 1300 hours of the day prior to the change. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours.

**14.5.1** If the time limits in Article 14.5 have not been adhered to, the revised tour of duty shall become the employee's regular tour of duty and all credited hours scheduled and not worked shall be paid at the base rate to be computed separately from the work week provided:

- a) the employee is notified by 1800 hours the day prior to the day of the change, or,
- b) the change of start time is necessitated by sickness and provided the employee is notified of the change one-half (1/2) hour prior to the originally scheduled start time.

**14.5.2** The posting of the weekly schedules and any changes thereto, shall be considered to be notification to the employee, except that:

- a) If the employee is off duty or on a remote assignment, the Company will notify the employee directly. Such notice shall only be considered given as of the time it is communicated to the employee personally, or is conveyed to a responsible person at the employee's residence or place of work in such a manner as to be reasonably certain of being Communicated to the employee within the time limits;

- b) When a change in schedules is made within a two (2) hour **time** period prior to the 1300 hour limitation, the Company shall notify the employee personally **as** provided in **a)** above, including those employees working on the premises at **the time of the change**.

**14.5.3** Prior to going **on** leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time and must comply with Article 14.5. The Company **must make a** reasonable **effort** to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a letter of notification has been mailed to the employee's normal mailing address designed to arrive within the time limits prescribed.

**14.5.4** It is the responsibility of employees to report to the supervisor in charge of scheduling, 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 employees of any change in their schedule.

**14.6 Overtime** - Employees shall have the **right to** refuse **work** in excess of sixteen (16) hours in **any** day. If all qualified employees in the job classification refuse to work, the Company may assign the **work** to any qualified employee within the bargaining unit, in inverse order of Company seniority. No employee in exercising the foregoing right of refusal will be penalized for refusing to **work** such overtime.

- a) All time worked or credited in excess of eight or seven and one-half (8 or 7½) hours (Ref: **Art. 14.1 and 14.1.1**) in any one day shall be paid at an additional one-half (½) times the basic rate of the employee for all hours, however, this amount shall increase by a further additional one-half (½) times the basic rate every four (4) hours thereafter, to a maximum of one and one-half (1½) times the basic rate. This shall be exclusive of all other payments, premiums and penalties except as otherwise stated. Employees who having completed the basic tour of duty (8 or 7½ hours) are released from duty for the rest of the day, shall be paid their basic rate for hours credited, but not worked in minimum one (1) hour blocks, exclusive of all other penalties or payments.

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**RECAP**


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| <b>Hours Worked Credited</b> | <b>Regular Day</b> | <b>Article 14.7(a) 1st DO</b> | <b>Article 14.7(b) 2nd DO</b> | <b>Article 12.1.2 LH</b> | <b>Article 12.1.5 LH &amp; DO</b> |
|------------------------------|--------------------|-------------------------------|-------------------------------|--------------------------|-----------------------------------|
| <b>0 - 8</b>                 | basic              | <b>1.5 x basic</b>            | <b>2 x basic</b>              | <b>1.5 x basic plus</b>  | <b>2 x basic plus 1 x</b>         |
| or                           |                    | (min 4 hrs.)                  | basic for <b>8/7.5 hrs.</b>   | (see opt)                |                                   |
| <b>0 - 7.5</b>               |                    |                               |                               |                          |                                   |
| <b>8 - 12</b>                | <b>1.5 x basic</b> | <b>2 x basic</b>              | <b>2.5 x basic</b>            | <b>2 x basic</b>         | <b>2.5 x basic</b>                |
| or<br><b>7.5-11.5</b>        |                    |                               |                               |                          |                                   |
| <b>12 - 16</b>               | <b>2 x basic</b>   | <b>2.5 x basic</b>            | <b>3 x basic</b>              | <b>2.5 x basic</b>       | <b>3 x basic</b>                  |
| or<br><b>11.5-15.5</b>       |                    |                               |                               |                          |                                   |
| <b>16/15.5 &amp; over</b>    | <b>2.5 x basic</b> | <b>3 x basic</b>              | <b>3.5 x basic</b>            | <b>3 x basic</b>         | <b>3.5 x basic</b>                |

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**NOTE:** The RECAP does not illustrate the application of Unexpected Overtime.

14.6.1 Unexpected Overtime is defined as:

- a) those **hours** added **to the start** of any work day, including meal and **break** periods, when **an** employee is advised later than **1300** hours of **the** employee's last working day prior **to the** day involved;
- b) those **hours** added to the end of any work **day**, including meal **and** break periods, when **an** employee **is** advised later than **1300** hours of the employee's last working day prior **to the** day involved;
- c) those **hours** assigned **on any day off**, including meal **and** **break** periods, when **the** employee is advised later than **1300** hours of the employee's last working day prior to the **day** involved.

Unexpected Overtime shall be paid at one-half ( $\frac{1}{2}$ ) times the basic rate of the employee, in addition to any other penalties or payments. for all such time worked in accordance with the following:

- i) when total unexpected overtime is in excess of two (2) **hours then** payment shall be for all unexpected hours;
- ii) **when total** unexpected overtime is two (2) **hours** or less then **no** payment shall **be** made under **the** clause.

Such payments shall not be made if unexpected **overtime** is **caused** by the following:

- a) on **the** first day **of** absence of another employee who reported sick;

- b) if an employee calls in sick on a daily basis;
- c) an employee calls in sick after 1300 hours for the first two days;
- d) for a change of start time of two (2) hours or less; provided the employee is not required to work more than eight/seven and one-half (8/7½) hours;
- e) if notice is given of a change of start time before 1300 hours prior to four (4) or more days off;
- f) when an employee is released in order to cope with some unforeseen contingency or emergency in the immediate family;
- g) Catastrophic events of major political, economic or social importance of which the Company had not or could not be expected to have prior knowledge (i.e., death of a prominent politician, a disaster or a sudden national or world crisis). This exemption shall only apply during the first tour of duty affected by an unexpected event.

14.6.2 Payment for overtime worked or credited shall be made not later than fifteen (15) days after the pay period in which such overtime work occurred.

14.6.3 A breakdown of overtime hours and penalties shall be shown on pay stubs.

14.6.4 All overtime must be scheduled or approved by a representative of Management or designee.

**14.6.5** An employee's time sheet shall not be altered without notification to the individual when such change results in a reduction of the employee's claim. In the event the employee is off duty or on remote locations, these changes shall be made and the employee advised immediately upon returning to duty. A copy of the revised time sheet will be given to the employee.

**14.7 Work on a Scheduled Day Off** • When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- a) When an employee works on a day off, they shall be compensated at the overtime rate, with a minimum credit of four (4) hours if they work four (4) hours or less; or a minimum credit of eight or seven and one-half (8 or 7½) hours if they work more than four (4) hours;
- b) When an employee who has worked on a day off agrees to work on the second scheduled day off, work performed on that day shall be compensated at two (2) times the basic rate with a minimum credit of eight/seven and one-half (8/7½) hours;
- c) Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.6 and 14.6.1.

**14.7.1** An employee may refuse to work on a scheduled day off, however, if all qualified employees in that functional group refuse to work, the Company may assign the work to any qualified employee in the inverse order of Company

seniority. No employee will be penalized for refusing to work on a scheduled day off.

**14.7.2** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 1300 hours of the previous working day. If such notice is not given the employee shall receive four (4) hours times the basic rate, computed separately from the work week. If notice is not given prior to one (1) hour of the commencement of the tour, the employee will be paid eight/seven and one-half (8/7½) hours at basic pay.

**14.7.3 Day Off Out-of-Town -** An employee on an out-of-town assignment (except education leave) which includes regularly scheduled days off shall receive an additional per diem payment in an amount equal to the current per diem rate (ref Article 11.2.1) for each of the days off, provided that the individual is neither travelling nor working during the day(s) off.

**14.8 Turnaround Period -** 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 the call-back and the commencement of the next tour of duty, whichever is later.

**14.8.1** 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 (½) time basic for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be one and one-half (1½) 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~~ **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**.

| <b>Hours</b> Between<br>Stop <b>And</b> Start Time | Compensation                    |
|--|---------------------------------|
| 0 - 4  | 1 ½ <del>times</del> basic rate |
| 4 - 8  | 1 times basic rate              |
| 8 - 12   | ½ times basic rate              |

14.8.2 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, however, an employee ~~must~~ receive at least fifty (50) hours off over the two (2) days off period or ~~the~~ turnaround premium shall apply.
- b) On a shift where an employee is released **from duty to** attend **negotiations** or grievance ~~meetings~~ with Management.
- c) If an employee is absent on annual leave of five (5) or more days.

14.8.3 A rotating ~~shift~~ pattern shall be considered broken if a basic eight (8) hour ~~tour of duty is moved~~, in which event the encroachment will apply in the **work week** in which the

change occurred. A rotating shift is not broken when the original shift is worked and hours are added before and/or after the shift to extend the original assignment.

**14.8.4** For the purposes of this Article, turnaround shall be calculated from the actual released time of an employee who is released early for the balance of the day.

**14.9** Cali-Back - An employee called back to work having left the place of work on the day in question shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours including a thirty (30) minute travelling period. If call-back is extended over four (4) hours the additional hours worked will be paid at the double time (2X) rate. If call-back is extended over eight (8) hours, the additional hours worked from eight (8) to sixteen (16) hours will be paid the two and one-half (2½) rate. If call-back is extended over sixteen (16) hours, all additional hours worked will be paid at the triple (3) rate. If the call-back extends beyond the scheduled start time of the next tour of duty, the employee shall be paid the "regular rate of pay" for those hours of the tour on which the call-back encroaches, in addition to the call-back payments and any other applicable payments. Turnaround calculation shall commence once the call-back ends (ref: Art. 14.8).  
Definition: "regular rate of pay" for purposes of this Article shall mean as follows:

| <b>Regular Tour</b>   | <b>Basic Rate</b> |
|---|-------------------|
| 1st Day <del>Off</del> (Art. 14.7(a))                             | 1 ½ x basic rate  |
| 2nd Day <del>Off</del> (Art. 14.7(b))                             | 2 x basic rate    |
| Legal Holiday ( <b>Art. 12.1.3</b> )                              | 1 ½ x basic rate* |
| Legal Holiday <b>and</b> Day <b>Off</b><br>( <b>Art. 12.1.5</b> ) | 2 x basic rate*   |

\*Plus **basic** rate for those **hours** which encroach on the **minimum** tour of **duty** for the holiday, to a maximum of eight/seven and one-half (8/7½) **hours**. However, at no time shall the call-back penalty exceed five (5) **times** the basic **pay**.

**14.9.1** Cali-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 is called back to perform further **work** on the day in question after a minimum elapsed time of two (2) hours. Provided that an employee has received at least **one** and one-quarter (1¼) hours off following the **tour of duty**, **they** will be deemed to have had a meal period.

**14.9.2** An employee shall not be required to **work** more than three and one-half (3½) **hours** without a meal period. After this meal period which is deemed to be a second or subsequent meal, Article 15 will apply.

**14.9.3** Employees at their **own** discretion, may refuse to **work** call-back as outlined in Article 14.9 and shall not be penalized for such refusal.

14.9.4 **Pagettes/Standby** - Employees **who** are assigned to carry/use pagettes or otherwise **be on standby** beyond a tour of duty (during **off-duty** hours) or on a **day off** shall be compensated as follows:

- a) Maintenance Technicians....\$75.00 per **week** (5 work days + 2 days off)
- b) Building Maintenance....\$50.00 per week (5 work days + 2 days off)
- c) All other employees....\$30.00 per week (5 work days during which a **tour** of duty is scheduled) or, \$7.00 per work day for less **than a full work** week, \$15.00 per scheduled **day off**.

14.10 **Night Differential** - When an employee **works** between 0030 hours and 0630 hours, all hours worked shall be compensated **for** at an additional two dollars and **fifty cents (\$2.50)** per hour, with a **minimum credit** of one (1) **hour**, effective September 1, 1996. Night differential shall not be deemed overtime or part of basic **pay**.

14.11 **Temporary Upgrading** - In the event that employees are temporarily assigned to **perform work** of a higher classification than **that to which they** are permanently assigned, they shall be compensated at an additional two dollars and **fifty cents (\$2.50)** per **hour**, for all hours worked in such an **upgraded** situation with a **minimum credit** of **four (4) hours** effective September 1, 1996. This clause shall not be used for the purpose of reducing the **number** of employees in the **job function** to which such an employee is **being up-**graded. Furthermore, **this** clause shall not **be used** for the

purpose of eliminating or reducing or to avoid the hiring of regular, fulltime employees.

An employee has the right to refuse upgrading to any supervisory classification, and the Company has the right to assign employees in inverse order of seniority to temporary supervisory work on the basis of qualification and competence.

**14.11.1** It is agreed that the only exemption of this Article is when an employee is on a relief basis for fifteen (15) minutes or less.

Notwithstanding the above, a VTR Operator may be involved on a relief basis for Technical Producers (MCR) for break periods and/or meal periods before Article 14.11 will apply.

**14.11.2** At the time of assignment to a higher classification, an employee shall be verbally advised of this temporary upgrading and shall receive the rate of pay for such upgrading. This shall be noted on the daily assignment sheet.

**14.12 Excessive Hours, Health and Safety** - The Company shall be responsible for providing a safe and healthy workplace and for taking all necessary steps to protect the safety and health of employees. Employees are required to take all reasonable and necessary precautions to ensure their own safety and health as well as that of their fellow employees.

A Safety and Health Committee shall be formed and maintained as required by law. The **Committee** shall have **no power to act on its own recommendations. This** includes the expenditure of Company funds or resources, except by prior approval of the Director of Administration & Human Resources.

Members of the Safety and Health Committee are entitled to time off from work for authorized work related to the Committee and they shall be paid that time as though they had been at their jobs.

The specific duties of the Company and employees and the Committee are found in the Canada Labour Code. In addition to anything required by law, the Company agrees to the following specific terms:

**14.12.1** Having due regard to health and safety, the Company agrees to try to equalize aie work load so that any individual employee is not repeatedly scheduled excessive hours.

**14.12.2** 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 employment with the Company.

**14.12.3** The Company shall give consideration on the capabilities of an employee for assignments involving climbing towers, ladders, etc. Whenever physically

possible, an interior/exterior stairwell will be provided with any scaffolding ten (10) feet high or more. Properly secured scaffolding which affords alternative access will not require an interior/exterior stairwell.

**14.12.4** The Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., renotes, towers) where conditions require their use, and to supply other special attire where required by the Company. It is understood that such protective clothing and/or safety devices are and remain the property of the Company and shall be returned in good condition on demand.

**14.12.5** Safety footwear shall be supplied with the cost shared eight/twenty (80/20) between the Company and employee and the same shall become the property of the employee.

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

**14.12.7** Seat belts shall be installed and used in all vehicles; all vehicles shall be in proper operating condition; and all traffic laws observed.

**14.12.8** The Company agrees to temporarily relocate pregnant employees from VDT work to other appropriate work, at their request, provided that such work, or appropriate opening is available. Such transfer shall be without loss of employment benefit, and at a wage rate of the job in which the employee is relocated of not less than her former position. In the event that a Relief employee is required as the result of such a transfer, such Relief employee shall be

employed under the same terms and conditions as Relief, for maternity/adoption leave.

## ARTICLE 15

### Break and Meal Periods

#### 15.1 Break Periods - Employees shall be granted a rest period as follows:

- a) A fifteen (15) minute rest period between the beginning of the regularly scheduled work day and the assigned meal period.
- b) A fifteen (15) minute rest period between the assigned meal period and the end of the regularly scheduled work day,
- c) These break periods shall not be assigned during the first hour or last hour of a tour of duty, or one (1) hour on either side of a meal period without prior approval of the Union. Break periods shall be assigned at approximately the mid-point between the start of the tour and the start of the first meal period when operational and production requirements permit.
- d) On a tour of duty of nine (9) hours or more, an employee shall not be required, at any time after the assigned first meal period, to work more than three (3) hours without a meal period or break period being assigned/received.
- e) If break periods are not received they will be paid at the applicable overtime rates.



**15.2 O & P - Meal Periods - First Meal Period** - To all tours of duty a first meal period of sixty (60) minutes duration shall be assigned beginning *not* earlier than the start of the fourth (4th) hour and ending not later than the end of the sixth (6th) hour.

**15.2 T & E - Meal Periods - First Meal Period** - To all tours of duty a first meal period of sixty (60) minutes duration shall be scheduled as follows:

- a) When a tour of duty begins at or after 0500 hours, and before 0700 hours, a meal period shall be scheduled between 0900 hours and 1200 hours;
- b) When a tour of duty begins at or after 0700 hours, and before 1100 hours, a meal period shall be scheduled between 1130 hours and 1430 hours;
- c) When a tour of duty begins at or after 1100 hours and before 1400 hours, a meal period shall be scheduled between 1530 hours and 1830 hours;
- d) When a tour of duty begins at or after 1400 hours and before 1700 hours, a meal period shall be scheduled between 1730 hours and 2030 hours;
- e) When a tour of duty begins at or after 1700 hours and before 2100 hours, a meal period shall be scheduled between 1930 hours and 2230 hours;
- f) When a tour of duty begins at or after 2100 hours and before 0500 hours a half (½) hour meal period shall be scheduled within the 4th or 5th hours after the

commencement of the tour of duty. This meal ~~period~~ shall not ~~be~~ deducted from time worked.

**15.2.1** A first meal period of thirty (30) minutes ~~may be assigned to any~~ particular group when the members of the group ~~so~~ decide by a **majority** decision of ~~the members~~. This thirty (30) minute first meal period must be agreeable to Management and sanctioned **by** the Union. Further, ~~the~~ time limits ~~as~~ outlined further in this Article **will** apply.

- a) Notwithstanding Articles 15.2 and 15.6 Technical Producer (MCR) **and** VTR On-Air shall ~~work~~ eight **(8)** hours inofusive of a first meal **and** coffee breaks. They shall receive a first meal of not ~~less than thirty~~ **(30)** minutes during the 4th, 5th or ~~6th~~ hours of their tour of **duty**. If this meal **period** is not received within ~~the three~~ **(3)** hour **block**, then the meal **displacement penalty** (see **Article 15.6**) shall ~~be~~ calculated ~~from~~ the beginning of ~~the~~ 4th hour of the tour of duty until the end **of** the tour of duty or until a **second** meal is received ~~in~~ accordance with Article 15.3, whichever comes first. **Any** time worked after the eight **(8)** hour **tour** shall be subject to the normal terms and conditions of the **Collective** Agreement.
- b) Notwithstanding Article 15.2 meal periods **for the** "on-air presentation crew", (i.e., VTR **On-Air**, Master Control, TP) will be scheduled on **a** mutually agreeable **basis** to be decided jointly by the members in the area **and** Management. Failing mutual agreement, the Union **Grievance Committee** ~~and~~ Management will set the **time** period for such **meals**.

**15.2.2 T & E** - Notwithstanding Article 15.2 and 15.3, in the Accounting and Switchboard/Receptionist areas, the first meal period will be assigned between 1200 hours and 1400 hours, and a second meal period, if necessary, will be assigned between 1800 hours and 2000 hours. For the evening Switchboard/Receptionist, a first meal period will be assigned between 1900 hours and 2100 hours and any second meal periods will be assigned in accordance with Article 15.3. Any subsequent meal periods required shall be assigned in accordance with Article 15.4.

**15.3 O & P - Second Meal Period** - in all tours of duty of more than ten (10) hours a second (2nd) meal period of not less than sixty (60) minutes shall be assigned with the ninth, tenth or eleventh (9th, 10th, or 11th) hour of the tour. In the event a second meal is not taken, one (1) hour shall be added to the tour of duty as time worked at the applicable rate.

**15.3 T & E - Second Meal Period** - A second meal period of not less than sixty (60) minutes shall be scheduled or assigned in tours of duty of more than ten (10) hours during which a first meal period was scheduled. This second meal period shall be scheduled or assigned within the fourth, fifth or sixth (4th, 5th or 6th) hour after the scheduled completion of the first meal period. When this second meal period is not scheduled or assigned as required above, it will be assumed to have been assigned at the proper time for the purpose of meal displacement penalties in accordance with Article 15.6. In the event that the second meal period is not taken, one (1) hour shall be added to the tour of duty as time worked at the applicable rate. On remote locations the placement of the second meal period need not be scheduled but will be assigned in accordance

with the above, also the durations referred to above may be varied by mutual consent.

**15.4** Subsequent Meals • A subsequent meal period of not less than thirty (30) minutes shall be assigned within the fourth or fifth (4th or 5th) hour after the period in which a prior meal period could have been assigned. In the event that a subsequent meal period is not taken, one-half (½) hour shall be added to the tour of duty as time worked at the applicable rate,

**Meal Payments** • Nine dollars (\$9.00) shall be paid to compensate for the cost of the second meal period, and eight dollars (\$8.00) shall be paid to compensate for the cost of each subsequent meal period. (These payments will not be paid where per diems or Article 15.7 is applicable).

#### RECAP

| Tour Begins Between | First Meal Scheduled Between         | Second and Subsequent Meal  |
|---------------------|--------------------------------------|---|
| 0500 & 0700 hrs.    | 0900 & 1200 hrs.                     | Within the 4th, 5th or 6th hr. after the scheduled meal,                  |
| 0700 & 1100 hrs.    | 1130 & 1430 hrs.                     | and within the 4th or 5th hr. after the second or subsequent meal period. |
| 1100 & 1400 hrs.    | 1530 & 1830 hrs.                     |   |
| 1400 & 1700 hrs.    | 1730 & 2030 hrs.                     |   |
| 1700 & 2100 hrs.    | 1930 & 2230 hrs.                     |   |
| 2100 & 0500 hrs.    | ½ hr. meal within the 4th or 5th hr. |   |

**15.5 O & P** - Notwithstanding the provisions contained in Articles 15.2, 15.2.1, 15.3 and 15.4, no employee shall be required to work more than six (6) hours without receiving a meal period, or being released from duty.

**15.5 T & E** - Notwithstanding the provisions, contained in Articles 15.2, 15.2.1, 15.2.2, 15.3 and 15.4 M employee shall be required to work more than six (6) hours without receiving a meal period, or being released from duty.

**15.5.1 T & E** - The provisions of Article 15.5 shall not apply to Technical Producer (MCR) and VTR On-Air employees when coverage of an emergency event does not permit the Company to arrange for meal relief. The "emergency event" must be of major political, economic or social importance, a disaster or sudden national/world crisis which the Company had not or could not be expected to have prior knowledge.

**15.6** When an employee is not given a meal period within the time limits required by this Article, the individual shall receive a displacement penalty in an amount equal to one-half (1/2) times the basic hourly rate, with a minimum credit of one (1) hour, for all time in the period in which the meal is displaced.

This compensation will be computed.

- a) from the beginning of the second hour in which the meal period could have been assigned and extend to the start of the meal period given or;
- b) from the beginning of the meal period given and extend to the beginning of the second hour in which the meal period could have been assigned.

There shall be no compounding of meal displacement penalties.

**15.6.1** The displacement penalty will not apply when the meal period is delayed by fifteen (15) minutes or less.

**15.7** Each meal on local remote assignments shall be compensated as follows:

|            |         |
|------------|---------|
| Breakfast  | \$8.00  |
| Lunch      | \$14.00 |
| Dinner     | \$20.00 |
| Subsequent | \$8.00  |

- a) A breakfast payment of the amount stated above shall be paid for any meal period assigned between 0600 hours and 1100 hours.
- b) A lunch payment of the amount stated above shall be paid for any meal period assigned between 1100 hours and 1630 hours.
- c) A dinner payment of the amount stated above shall be paid for any meal period assigned between 1630 hours and 2200 hours.
- d) Any meal period assigned outside of the hours referred to above, or, if it is a second meal period assigned within a single time block referred to above, the employee shall be paid a meal allowance of eight dollars (\$8.00).

- e) if a meal period is so assigned that 50% or more of it straddles any of the time periods referred to above, the meal payment shall be paid at the higher rate of the two periods involved.

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

- a) allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or
- b) at its own expense, furnish the crew with an appropriate meal, in which case the applicable meal allowance will not be paid.

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

## ARTICLE 16 General Wage Provisions

**16.1** Employees shall be paid on a salary step level according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

- 16.1.1 T & E** - Employees under Article 2.3.2 shall receive credit on the salary schedule of the group to which they are assigned for the total accumulated service in the bargaining unit, calculated to the last completed month.
- 16.1.2** Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion.
- 16.1.3** When an employee is transferred into a higher pay classification the individual shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in their former group, and shall automatically progress upward on the annual or semi-annual anniversary date of their upgrading. (Where such equivalent of one full increment would result in a salary overscale, the employee will be placed at the top rate of the higher salary scale.)
- 16.1.4** The Company shall pay twice (2) the net weekly salary (i.e., salary after a reasonable portion of the total monthly deductions have been made), not later than 1000 hours each second Friday. If a pay day occurs on the first day of an employee's two (2) days off, the employee's pay cheque shall be made available to him before 1500 hours on his last working day prior to the pay day. An employee who commences work after 1200 hours on the pay day shall receive their cheque on the day prior.
- 16.1.5** An employee who reports late for a tour of duty may be subject to a reduction in pay when such lateness is not due to a circumstance beyond the control of the employee.



When an employee is more than thirty (30) minutes late, the Company shall have the right to cancel the employee's tour of duty if the Company has meanwhile called or rescheduled a substitute employee.

**16.1.6 T & E** - ENG Camera operators will receive a single one hundred dollar (\$100.00) expense account draw which will be replenished on an ongoing basis in an amount equal to monies expended, upon receipt of a normal expense report. Such expense report is to be submitted not less than once in each thirty (30) day period. An employee leaving the employ of the Company will restore to the Company any money outstanding in such expense draw.

**16.1.7 T & E** - ENG Camera operators who are caused to work on an assignment which results in damage to their personal clothing shall receive reasonable compensation for such damage upon discussion with their Department Head.

## ARTICLE 17

### Wage Scales and Classifications

**17.1** "Job Classifications" which have identical titles (e.g., ENG/EFP Camera and Sr. ENG/EFP Camera) but appear in different wage scales are not considered separate job classifications. Groups for the purpose of wage classifications shall be as follows:

Sept. 2, 1996    Jan. 1, 1997    Jan. 1, 1998

**Scale 2: Switchboard/Receptionist**

|               |        |        |               |
|---------------|--------|--------|---------------|
| Start         | 413.60 | 421.60 | 428.00        |
| <b>1 year</b> | 428.00 | 436.40 | 442.80        |
| 2 years       | 442.40 | 451.20 | <b>458.00</b> |
| 3 years       | 455.20 | 464.40 | 471.20        |
| 4 years       | 468.00 | 477.20 | 484.40        |
| 5 years       | 480.80 | 490.40 | <b>497.60</b> |

**Scale 3: Secretary, Building Maintenance, Shipper/Receiver**

|                |        |               |               |
|----------------|--------|---------------|---------------|
| Start          | 455.20 | 464.40        | <b>471.20</b> |
| <b>1 year</b>  | 468.00 | 477.20        | 484.40        |
| 2 years        | 480.80 | 490.40        | 497.60        |
| <b>3 years</b> | 493.60 | <b>503.60</b> | <b>511.20</b> |
| 4 years        | 506.40 | 516.40        | 524.00        |
| 5 years        | 519.20 | 529.60        | 537.60        |

**Scale 4: Office Clerk, Installation Wireperson, Accounts Clerk**

|                |               |               |               |
|----------------|---------------|---------------|---------------|
| Start          | 493.60        | 503.60        | <b>511.20</b> |
| <b>1 year</b>  | 506.40        | 516.40        | 524.00        |
| <b>2 years</b> | <b>519.20</b> | <b>529.60</b> | <b>537.60</b> |
| 3 years        | 538.40        | 549.20        | 557.60        |
| <b>4 years</b> | <b>557.60</b> | 568.80        | 577.20        |
| <b>5 years</b> | 576.80        | 588.40        | <b>597.20</b> |

Sept. 2, 1996      Jan. 1, 1997      Jan. 1, 1998

**Scale 5:** Central Technician, Sr. VTR Librarian, ENG Librarian,  
VTR Operator (~~On-Air~~), Traffic Coordinator, Program  
Assistant

|         |        |        |        |
|---------|--------|--------|--------|
| Start   | 538.40 | 549.20 | 557.60 |
| 1 year  | 557.60 | 568.80 | 577.20 |
| 2 years | 576.80 | 588.40 | 597.20 |
| 3 years | 608.80 | 621.20 | 630.40 |
| 4 years | 641.20 | 654.00 | 664.00 |
| 5 years | 673.20 | 686.40 | 696.80 |

**Scale 6:** Senior Building Maintenance, Staging Specialist, Senior  
~~Carpenter~~, Character Generator/Still Store Operator,  
Electronic Graphic Artist, Studio Technician,  
Researcher, Makeup Artist, VTR Editor (News 1),  
Remote Camera Operator, Audio, ENG/EFP Camera,  
Sr. Printer/Graphics Technician, Program Manager

|         |        |        |        |
|---------|--------|--------|--------|
| Start   | 608.80 | 621.20 | 630.40 |
| 1 year  | 641.20 | 654.00 | 664.00 |
| 2 years | 673.20 | 686.40 | 696.80 |
| 3 years | 724.40 | 738.80 | 750.00 |
| 4 years | 775.60 | 791.20 | 803.20 |
| 5 years | 826.80 | 843.60 | 856.40 |

Sept. 2, 1996      Jan. 1, 1997      Jan. 1, 1998

**Scale 7:** VTR Technician, Sr. Makeup Artist, Sr. Electronic Graphic Artist, Studio Director, ~~Transmitter~~ Technician, ENG Editor, Production Assistant

|                |               |               |               |
|----------------|---------------|---------------|---------------|
| <b>Start</b>   | <b>724.40</b> | <b>738.80</b> | <b>750.00</b> |
| <b>1 year</b>  | <b>775.60</b> | <b>791.20</b> | <b>803.20</b> |
| <b>2 years</b> | <b>826.80</b> | <b>843.60</b> | <b>856.40</b> |
| <b>3 years</b> | <b>846.00</b> | <b>863.20</b> | <b>876.00</b> |
| <b>4 years</b> | <b>865.20</b> | <b>882.80</b> | <b>896.00</b> |
| <b>5 years</b> | <b>884.80</b> | <b>902.40</b> | <b>916.00</b> |

**Scale 8:** Sr. VTR Editor (E/F), Lighting Director, Sr. ENG Editor, Associate Producer, Creative Services Writer/Director, Sr. ENG/EFP Camera, Satellite/Microwave Technician, Technical Producer/MCR, Technical Producer/Studio, Sr. Studio Director, Sr. Remote Camera Operator

|                |               |               |               |
|----------------|---------------|---------------|---------------|
| <b>Start</b>   | <b>846.00</b> | <b>863.20</b> | <b>876.00</b> |
| <b>1 year</b>  | <b>865.20</b> | <b>882.80</b> | <b>896.00</b> |
| <b>2 years</b> | <b>884.80</b> | <b>902.40</b> | <b>916.00</b> |
| <b>3 years</b> | <b>904.00</b> | <b>922.00</b> | <b>936.00</b> |
| <b>4 years</b> | <b>923.20</b> | <b>941.60</b> | <b>955.60</b> |
| <b>5 years</b> | <b>942.40</b> | <b>961.20</b> | <b>975.60</b> |

Sept. 2, 1996      Jan. 1, 1997      Jan. 1, 1998

Scale 9: Sr. Creative Services Writer/Director, Producer/Director,  
Sr. Audio, ~~Transmitter~~ Maintenance Supervisor, Central  
~~Maintenance~~ Supervisor, VTR Maintenance Supervisor,  
Studio Maintenance Supervisor

|                |                 |                 |                 |
|----------------|-----------------|-----------------|-----------------|
| <b>Sat</b>     | <b>904.00</b>   | <b>922.00</b>   | <b>936.00</b>   |
| <b>1 year</b>  | <b>923.20</b>   | <b>941.60</b>   | <b>955.60</b>   |
| <b>2 years</b> | <b>942.40</b>   | <b>961.20</b>   | <b>975.60</b>   |
| <b>3 years</b> | <b>961.60</b>   | <b>980.80</b>   | <b>995.60</b>   |
| <b>4 years</b> | <b>980.80</b>   | <b>1,000.40</b> | <b>1,015.60</b> |
| <b>5 years</b> | <b>1,000.00</b> | <b>1,020.00</b> | <b>1,035.20</b> |

**17.1.1** The rates in the above schedules are minimum.

**17.1.2** For purposes of computation, the hourly rate of the employee shall be 1/37.5 or 1/40 (ref: Article 14.1 and 14.1.1) of the weekly salary set forth above.

**17.1.3** Effective September 2, 1996

**Except for those employees who are overscale and red-circled (frozen), the new wage schedule will apply and all employees will be placed on a step that is nearest to but no less than their current salary.**

**Any employee who is not at the top rate shall progress to the next level in accordance with Article 16.1.2. Effectively, all current employees will have September as a common anniversary unless there is a change in status; e.g., promotion.**



An employee whose salary is higher than the new wage schedules will have his/her base salary frozen (red-circled) until such time as the respective salary scales are increased beyond his/her current rate.

**Effective January 1, 1997**

The wage scales will be increased across the board by two percent (2%).

A cash payment on the effective date shall be made to any red-circled employee to ensure that the such individual receives a minimum of 2% [increase and/or cash] on January 1/97. The calculation will be based on the new top rate of the scale to which an individual is assigned.

**Effective January 1, 1998**

The wage scales will be increased across the board by one and one-half percent (1.5%).

A cash payment on the effective date shall be made to any red-circled employee to ensure that such individuals receive a minimum of 1.5% [increase and/or cash] on January 1/98. The calculation will be based on the new top rate of the scale to which an individual is assigned.

**ARTICLE 18**

**Duration of Agreement**

**18.1** This Agreement and the Appendices A, B, C and D attached hereto shall commence on the 1st day of January, 1995, and remain in force for a period of forty-eight (48) months, ending on the 31st day of December, 1998, and



**APPENDIX "A"**  
**Producer/Director**

This will confirm the understanding in respect to Producer/Directors.

The parties (Company and Union) recognize that the duties and functions of "producer-directors" and "managing producer-directors" are similar, but not identical.

Personnel in both classifications are responsible for the administration, preparation, audition, staging, rehearsal, recording and/or broadcast of the Company's programmes and when so assigned, programmes of other broadcast material the Company may produce under contract with or in conjunction with second parties.

**Essentially** the difference between the two classifications is that the "managing producer-directors" have absolute authority to discipline or suspend any employee working under their control, even though such employee is normally responsible to another member of management. **They** have the authority to hire or dismiss personnel who function only in connection with their particular production and who are under the overall control of the Company's Vice-President and Executive Producer; i.e., part-time, temporary, performers, etc.

The parties recognize that past practice has required that "managing producer-directors" have directed programmes that would normally be assigned to producer-directors and vice-versa and that such practices will continue.



The Company recognizes the present ratio of one (1) classification ~~to the other~~ and for the purposes of job ~~security~~ will make every ~~reasonable~~ effort to maintain that ratio ~~so long as~~ the television programme output of CJOH maintains its present general characteristics.

The Company specifically reserves the right ~~to~~ increase the number of "managing producer-directors" if its production of national or international network or syndicated programs warrants it.

~~Managing~~ producer-directors shall not be used/hired for the purpose of eliminating or displacing regular or full-time producer-directors, or to avoid hiring regular or full-time producer-directors, or for the sole purpose of avoiding the payment of overtime.

All ~~of~~ the terms ~~of the~~ Agreement shall apply to the producer-directors except as specifically excluded or modified hereunder.

**Articles:**

A) 2.3 Except that the producer-directors shall be recognized as a Functional Group for all purposes of the Agreement.

B) 2.3.3

C) 2.3.5

D) 8.2 Except this article shall apply in cases of transfers.

E) 9

**F) 13**

**G) 14.2** There shall be two (2) consecutive days off in each work week. The Company shall make every effort to schedule the days off on weekends as frequently as possible but in no event shall an employee be required to work more than four (4) weekends in a row. However, this provision shall be considered waived if the employee agrees to an assignment.

**H)** By mutual agreement an employee may elect to receive a day off with pay in lieu of work on a day off. The day off in lieu shall result in a reduction of only eight (8) hours, times (x) the basic rate, from the premiums payment earned under Article 14.7. All other premium and penalty payments involved shall be liquidated in cash at the normal time. The days off in lieu shall be requested in writing and scheduled on a first-come, first-served, mutually agreeable basis.

**I) 14.11.1**

**J) 15.1** Except that each employee shall be allowed a paid fifteen (15) minute rest period during each four (4) hours of a tour. The Company shall have the right to designate when such rest periods shall be taken by the employee.

**K) 15.2 to 15.4** Except that each employee shall be entitled to and shall receive all meal periods as outlined.

15.6 and 15.6.1 Except that any meal not received shall be added to the tour as time worked and paid accordingly.

**APPENDIX "B"**  
**Production Assistant**

This will confirm the **understanding** in respect to Production Assistants.

All terms of the Agreement (O & P) between the Company and **the Union** shall apply **to the** Production Assistants except **as specifically modified** hereunder:

**A) 2.2 Notwithstanding** Article 2.2, the **Company recognizes the Union** as the exclusive **bargaining agent** for all **persons** classified as Production Assistants.

**B) 14.1.1** Production Assistants shall be included in list of classifications which **have an eight (8) hour tour of duty and forty (40) hour work week.**

**C) 14.7(a)** Article shall apply but with a minimum credit of **four (4) hours.**

**D) 14.11** Article shall apply **except as modified by the following:**

**Any Production Assistant who** accepts an assignment to **direct any show or** news item shall receive as a **per-assignment** premium, fifteen dollars **(\$15.00)** in addition to **any remuneration for that** date. **Performance** of this function is not **required** of Production Assistants as a **condition of employment.**

**Production Assistants assigned** to a production to perform **the** function of continuity shall be paid a premium of ten dollars **(\$10.00)** **for those** tours of duty **so** assigned.

**APPENDIX "C"**  
**ENG Camera**

This confirms the understanding reached in **respect to ENG** Camera operators.

All of ~~the~~ terms of the Agreement between the Company and the Union shall apply to **ENG Camera** except as specifically **excluded or** modified hereunder:

a) **Article 14.1 - Work Week**

~~This~~ article shall apply but first meal period shall be inclusive.

b) **Article 14.4 - Posting of Schedules**

~~This~~ article shall apply **except with** respect to the posting of meal periods.

c) **Article 15.1 - Break Periods**

~~This~~ article shall apply except for the provision contained in item (e).

d) **Article 15.2 - Meal Periods**

~~This~~ **article will not** apply **except that** **ENG Camera** operators shall be entitled to and shall receive a thirty (30) minute **inclusive meal** period during the 4th, 5th or ~~6th~~ hour of **the tour of** duty. **If such** a meal period ~~is~~ not taken **during** the tour of **duty and approval** is received to **miss** the meal, then, one half (1/2) hour will be added **to the end of the** tour and paid **at one and one half (1 and 1/2)** times the basic hourly rate. This additional 1/2 hour will not be used in **any** calculation involving turnaround or night differential.

It is mutually understood that the intent of the foregoing is to provide regular meal periods. To that extent it is agreed that the Company and ENG Camera operators will co-operate in any effort to ensure that first meal periods are received or taken within the three (3) hour window, whenever possible.

e) Article 15.6 - Meal Displacement

This article shall apply except with respect to the calculation of the first meal displacement.

**APPENDIX "D"**  
Outside Activities

It is understood that **the** first professional obligation of the employee shall be to the Company. Employees **shall be free to** engage in activities for remuneration outside their hours of **work provided**

- a) that such activities **arc** not with organizations **or** companies in **direct competition** with **the** services of **BBS Ontario** Incorporated (CJOH TV Division) or its subsidiaries;
- b) that **Without permission**, no employee may exploit **his** connection with **BBS Ontario** Incorporated (CJOH TV Division) **or** its **subsidiaries** in the course of **such** activities;
- c) **that** such activity does not restrict the availability **to**, or **adversely** affect their work **with** **BBS Ontario** Incorporated (CJOH TV Division) or its subsidiaries.

**SIDE LETTER 1**

Notice of Absence - Article 10.1.1 (b)

This will **confirm** the understanding reached during collective **bargaining with** respect to the application of Article 10.1.1 (b). **Notice** of absence should **be made** as early as possible **according** to the **following procedure**.

a) **During** regular office **hours** (Monday to Friday, 9 p.m. - 5 p.m.) **notification is to be made to** the appropriate scheduling personnel. Where there are **no** designated scheduling person **then** the notice is to be given to the Supervisor or the Department Head.

b) At **all other times** the notification **shall be given as follows**:

1. Operations employees **are** to call Master **Control**.

2. All other employees shall use the **voice-mail** system (**224-1320**) to leave the notice for the designated Supervisor or Department Head.

**Any changes** to the foregoing will be communicated **to** the Union before implementation.

**Gerry Donohue**  
Director **Administration**  
& **Human Resources**

**Bryon J. Lowe**  
CEP Representative

May 13, 1996

## SIDE LETTER 2

Workforce Reduction - Article 8.4.5

This will confirm the understanding reached during collective bargaining with respect to the application of Article 8.4.5.

The article contains a formula ceiling of fifty-two (52) ~~weeks~~ in the calculation of severance pay. This letter will confirm that the limitation shall not apply to any full time employee on staff as of the date of ratification of the collective agreement which has an expiry date of December 31, 1998.

Gerry Donohue  
Director Administration  
& Human Resources

Bryon J. Lowe  
CEP Representative

May 13, 1996



**SIDE LETTER 3****Implementation Dates**

**This will confirm our understanding that the revisions to Article 10.1.1 and the modifications to the health and insurance benefits will not come into effect until September 1, 1996. Further, the Company agrees to implement, as soon as practical, the changes included in Article 4.1.3.**

**Gerry Donohue**  
Director, Administration  
& Human Resources

**Bryon J. Lowe**  
CEP Representative

**May 13, 1996**

## SIDE LETTER 4

Appendix E - Outside Activities

Further to Appendix E, the Outside Activities ~~section~~ of the Collective Agreement and ~~our~~ recent discussions, ~~this is to confirm~~ that ~~in respect to outside work~~ with other broadcasters or production companies that is intended for broadcast on Baton facilities, we understand that the points referred to by Bryn Matthews in his revised Memorandum dated March 8, 1996, would govern such outside ~~work~~ activity.

Geny Donohue  
Director, Administration  
& Human Resources

Bryon J. Lowe  
CEP Representative

May 7, 1996

Baton Broadcasting Incorporated

CLAIM FOR SHORT TERM DISABILITY BENEFITS (SICK LEAVE)

To be completed if absence extends to more than three (3) days.

The information requested on this form will be used in a confidential manner for the health supervision of the employee on the job and to assist in determining qualification for short term disability (sick leave) benefits. Rehabilitation programs are carried out in cooperation with the attending medical practitioner. Failure to complete or respond promptly may result in the suspension of short term disability (sick leave) benefits.

A. To be completed by Employee

First Name (Mr/Ms/Ms/Ms) \_\_\_\_\_ Last Name \_\_\_\_\_  
 Date of Hire (Full Time DMV) \_\_\_\_\_ Title \_\_\_\_\_ Date of Birth (DMV) \_\_\_\_\_  
 Home Address \_\_\_\_\_ City & Province \_\_\_\_\_  
 Postal Code \_\_\_\_\_ Home Telephone No. \_\_\_\_\_ B.I.N. \_\_\_\_\_  
 Mailed Address \_\_\_\_\_ City & Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Business Telephone No. \_\_\_\_\_  
 Medical Practitioner's Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

Physical Aspects of Position

Lifting \_\_\_\_\_ lbs.  Shifting \_\_\_\_\_ lbs./day  Climbing \_\_\_\_\_  Telephone \_\_\_\_\_ hrs./day  
 Stairing \_\_\_\_\_ hrs./day  Driving \_\_\_\_\_ hrs./day  Sweeping \_\_\_\_\_  Computer \_\_\_\_\_ hrs./day  
 Other \_\_\_\_\_

First full day of Absence (DMV) \_\_\_\_\_ This is:  First Certificate  Supplementary Certificate

I hereby authorize \_\_\_\_\_ to provide the information in section B to the company. I also authorize the company medical advisor to communicate directly with the attending health care professional for pertinent information.

Date (DMV) \_\_\_\_\_ Employee's signature \_\_\_\_\_

B. To be completed by Medical Practitioner

I have personally examined this patient on \_\_\_\_\_ and feel it is my opinion that he/she is unable  
 (Date DMV) \_\_\_\_\_  
 from performing his/her function as a result of \_\_\_\_\_  
 (Please provide specific diagnosis)

Nature of Disability:  Stress  Injury  Work Related

Based on the reports of the patient in section A, the patient should be able to return to work on: \_\_\_\_\_ (Date DMV) \_\_\_\_\_

Return to Work Restrictions:  To regular occupation  To modified occupation

\_\_\_\_\_

Date of Next Assessment \_\_\_\_\_

Medical Practitioner's Signature and Stamp \_\_\_\_\_ Date \_\_\_\_\_  
 EXCEL STD 00-00

**Baton Broadcasting Incorporated**

**BATON MEDICAL REPORT FORM**

The purpose of this form is to provide more detailed information in support of a claim for short term disability (sick leave). This information may be required in cases of extended absences, where a date for return to normal duties has not been established or, where an updated medical report is required.

**Part I: Employee/Patient Authorization**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_

I hereby authorize Dr. \_\_\_\_\_ to provide the information in Section 2 to the Baton Corporate Medical Doctor. I also authorize the Baton Corporate Medical Doctor to communicate directly with the attending health care professional for pertinent information.  
Employee/Patient's Signature \_\_\_\_\_ Date: (DD/M/YY) \_\_\_\_\_

**Part II: Attending Physician's Statement**

1. History \_\_\_\_\_ Date (day, month, year) \_\_\_\_\_

a) Date symptoms first appeared or accident happened \_\_\_\_\_  
Date (day, month, year) \_\_\_\_\_

b) Has patient ceased to work because of incapacity \_\_\_\_\_

c) Has patient ever had same or similar condition?  Yes  No  Unknown If "Yes", state which and describe \_\_\_\_\_

d) Is condition due to injury or accident arising out of patient's employment?  Yes  No  Unknown  
Date (day, month, year) \_\_\_\_\_

e) If diagnosis in progress, give I.C.D.C. \_\_\_\_\_

f) Names and positions of other treating physicians: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g) Current height \_\_\_\_\_ Current weight \_\_\_\_\_

**2. Diagnosis (including any complications) if possible give DSM-IV Code**

a) Primary \_\_\_\_\_

b) Additional conditions or complications \_\_\_\_\_

c) Subjective symptoms including anxiety, depression \_\_\_\_\_

d) Findings from another cause of nervous system, CNS, laboratory data and any special testing \_\_\_\_\_

**3. Physical Capacity (if applicable)**

Describe functional capabilities of the following. Please specify endurance length of time or weight.

Sitting \_\_\_\_\_ Standing \_\_\_\_\_ Walking \_\_\_\_\_ Lifting \_\_\_\_\_ Carrying \_\_\_\_\_ Bending \_\_\_\_\_

**4. Treatment Dates**

Date (day, month, year)

Date (day, month, year)

a) Date of first visit for current condition \_\_\_\_\_ b) Date of latest visit \_\_\_\_\_

c) Frequency of visit  Weekly  Biweekly  Other (specify) \_\_\_\_\_

**5. Nature of Treatment**

a) Medications (including prescription supplied) \_\_\_\_\_

b) Surgery \_\_\_\_\_

c) Other \_\_\_\_\_

d) Is patient following recommended treatment program?  Yes  No (please elaborate) \_\_\_\_\_

6. Cardiac (if applicable) Please forward copies of exercise stress test, angiogram, or other relevant documentation.

a) Functional Capacity (American Heart Association)  Class 1 (No limitation)  Class 2 (Slight Limitation)  
 Class 3 (Marked limitation)  Class 4 (Complete Limitation)

b) Last three blood pressure readings (include dates)

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7. Progress  
 Has patient:  Recovered  Improved  Not improved  Regressed

8. Mental/Nervous Impairment (if applicable)

a) History  
 Precipitating Circumstances \_\_\_\_\_  
 Pre-morbid Personality \_\_\_\_\_  
 Relevant Current Dynamics \_\_\_\_\_  
 Changes in ADL habits \_\_\_\_\_  
 Progress with Treatment Plan \_\_\_\_\_

b) Are patient's symptoms due to drug or alcohol abuse?  Yes  No

c) If yes, is patient enrolled in a substance abuse program?  Yes  No If Yes, state history \_\_\_\_\_

d) Do you believe patient is competent to endorse diagnosis and direct the use of the prosthesis therapy?  Yes  No

9. Restrictions  
 What is preventing your patient from returning to work? \_\_\_\_\_

10. Prognosis

a) Prognosis for medical recovery \_\_\_\_\_

b) Other factors affecting recovery \_\_\_\_\_

11. Rehabilitation

a) Is patient a suitable candidate for medical rehabilitation services? (i.e. complementary program, group therapy, etc.)  Yes  No

b) Is patient a suitable candidate for vocational rehabilitation?  Yes  No

c) If yes, please specify \_\_\_\_\_

12. Remarks - Please provide comments and pertinent details which you feel would be helpful

Name of attending physician (please print) \_\_\_\_\_ Specialty \_\_\_\_\_ Telephone No. (include area code) \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date: (DD, MM, YY) \_\_\_\_\_

Please forward directly to:  
**Baton Corporate Medical Doctor**  
The foregoing confidential medical information may not be released to any non-medical person(s).

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