

SOURCE	Union		
EFF.	95	01	01
TERM.	98	12	31
No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYÉS	5FC		

COLLECTIVE AGREEMENT

BETWEEN

**BBS ONTARIO INCORPORATED
CJOH TELEVISION DIVISION**

and

**THE OTTAWA NEWSPAPER GUILD
(Local 205 of The Newspaper Guild, CLC-AFL-CIO)**



**January 1, 1995
to
December 31, 1998**

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COLLECTIVE AGREEMENT

BETWEEN

**BBS ONTARIO INCORPORATED
CJOH TELEVISION DIVISION**

and

**THE OTTAWA NEWSPAPER GUILD
LOCAL 205 OF THE NEWSPAPER GUILD**

JANUARY 1, 1995 to DECEMBER 31, 1998

This Agreement is made between BBS ONTARIO INCORPORATED, (CJOH-TV DIVISION) a company hereinafter known as the Employer, and the OTTAWA NEWSPAPER GUILD, LOCAL 205, chartered by The Newspaper Guild (CLC-AFL-CIO), hereinafter known as the Guild, for itself and on behalf of all the employees of the Employer, as described in certificates issued by the Canada Labour Relations Board on the Sixteenth day of February 1970, hereinafter known as the employees.

The Guild acknowledges that it is the exclusive function of the Employer to hire, promote and assign employees, and also the right of the Employer to discipline or discharge any employee for just and sufficient cause. The Guild further recognizes the right of the Employer to operate and manage his business, to determine the number and location of plants, the direction of the working force, the amount of supervision necessary and the qualifications of those who supervise. The methods, procedures and standards of operation, the content of programs, the judgement and final evaluation of personnel qualifications, the right to select and procure machinery and equipment which may be incorporated into the Employer's equipment are solely and exclusively the responsibility of the Employer.

The management rights referred to in the preceding paragraph shall be exercised strictly in accordance with and subject to the provisions of this Agreement.

The Employer recognizes the Guild as the exclusive bargaining agent for the employees. The Employer further recognizes that any employee may wish to have a Guild representative present in any meeting to discuss matters of a disciplinary nature after the employee has passed the probationary period. Details of the reasons for such meetings will have been communicated to the employee in writing.

ARTICLE 1 - COVERAGE

1.1

This Agreement covers all employees of the Employer in the News Department except as provided

in Article 1.2.

1.2

The following **News** Department employees are excluded **from** this Agreement: Vice-president • **News** and Public **Affairs**, Managing Editor, **Assignment** Editor, Unit **Manager**, Weathercasters, Public **Affairs Host**, Special Assistant to Vice-president, Executive Producer • **News**, and all other employees covered by collective agreements between the Employer and ACTRA or CEP.

1.3 Jurisdiction

The jurisdiction of **the** Guild shall be those employees **engaged** in writing, editing, reporting and gathering of **material** and all other editorial operations **directed** toward production of news programs or news segments of other programs produced by and for use by CJOH-TV.

Performance of such work, whether **or** not by currently or normally used methods or equipment, shall be **assigned** to employees **within** the bargaining unit and **covered** by the Guild Agreement, except that in News (including "in depth" treatment of news) the Employer may assign such work on a per occasion **basis** to non-staff personnel or employees outside the bargaining unit at daily rates not less than **those** applicable in Article 18 of **this** Agreement, provided such assignments do not eliminate or displace regular full-time employees or avoid hiring regular full-time employees.

In such event the Employer shall notify the Guild on a monthly basis of the **work** completed by non-staff personnel or **by** employees outside the bargaining unit and at what rate of pay they were paid.

Freelancers, whose background or expertise is not available within the bargaining unit, may be **engaged** to act as commentators, "pundits" or interviewers. Where the Guild and ACTRA may share jurisdiction, the basic **function** of the employee shall determine the individual's union **affiliation**.

The restrictions **regarding** jurisdiction shall not apply to employees of the News Department excluded from the bargaining unit. Excluded personnel shall not perform the **work** of unit personnel except to the extent that such work **was** performed by excluded personnel **on** the date of signing of this Agreement, and provided further that such **excluded** personnel shall not be **used** to displace or replace unit personnel nor to avoid filling a vacancy in the unit.

The Employer agrees that any news bureau established within the primary coverage area of CJOH shall be staffed with members of the bargaining unit.

ARTICLE 2 - PAYMENT OF DUES AND GUILD SECURITY

2.1

The Employer shall require as a condition of employment, that **no** later than the 30th day following the date of hiring, all employees pay all Guild membership dues **and** assessments.

2.2

There shall be **no** interference or attempt to interfere with the operations of the Guild.

ARTICLE 3 - DUES DEDUCTION

3.1

The Employer **shall** deduct from the **earnings** of each employee and pay **to** the Guild not later than the 10th day of the subsequent month all Guild membership dues and assessments for that **calendar** month. Such membership dues **shall** be deducted from the employee's earnings in **accordance** with the **Guild's** schedule of dues rates furnished the Employer by the **Guild**. Such schedule **may** be amended by the Guild at **any** time **and** such amendments will become **effective** in the calendar **month** **after** that in which they were received by the Employer.

ARTICLE 4 - FILLING OF VACANCIES

4.1

The Employer **shall** post, for a period of seven (7) **calendar** days, **all new** positions and vacancies with **particulars** of the job classification and a description of general duties. During this period employees desiring to fill such vacancies or new positions shall submit applications **in writing**. Notices of such vacancies shall be posted on the Guild bulletin boards **and** copies sent to the Guild.

4.2

The Employer **shall** give the Guild for the duration of the posting period **an** opportunity to supply names of candidates for such new positions and vacancies and the Employer **shall** give **full** consideration to the hiring of these candidates.

4.3

It **has never** been the **policy** of the Employer to consider **sex**, age, race, creed, colour, national origin, marital or parental status, sexual or **affectional** preference, political beliefs or irrelevant physical **handicap** in **hiring** employees; nor have **such** considerations **formed** part of the membership or activity requirement in the Guild. The parties shall continue these policies.

4.4

The employee with the most **seniority** who, in the opinion of the Employer meets the reasonable qualifications, applies for a vacant position as outlined in Article 4.1, shall be transferred or, if the **vacancy** is in a higher classification, promoted to the position. Nothing in this clause precludes the Employer from hiring **an** external applicant when no qualified employees apply and **are** accepted.

4.5

In the event of **a** transfer or promotion **no** employee **shall** be transferred **from** one location or **from** one **newsroom** to another or promoted from one job classification to another against their **wishes**, The Employer **shall** pay **all** authorized expenses involved **in a** transfer or promotion involving **a** transfer except that the Employer shall not be bound to pay such expenses for **an** employee who requests a transfer for personal or compassionate reasons,

4.6

An employee **may** decline any transfer or promotion without prejudice to his/her present or future **status** with the Employer.

However, in the event that the Employer establishes a bureau which would necessitate **a transfer**,

employees shall be given the option of accepting the transfer in order of seniority. If this process does not fulfill the Employer's staffing requirements, employees, with a minimum of two (2) years' service, may be assigned to the position in inverse order of seniority.

4.7

In the event of any transfer or promotion inside the bargaining unit, there shall be no reduction in salary or impairment of other benefits as a result of such transfer or promotion.

4.8

Employees hired, promoted or transferred shall be given a probationary period of three (3) months which may be extended up to a maximum of three (3) additional months upon prior approval of the Guild. Such approval shall not be unreasonably withheld.

4.9

During the probationary period, the employee shall receive at least the minimum next higher than the salary in the classification from which the employee advanced.

4.10

The Employer shall provide training and orientation throughout the probationary period to employees who accept transfers or promotions.

4.11

During such trial period, employees may elect to return to the classification from which the employee advanced. The period of service in the higher classification shall be counted for all purposes as service in the classification from which they have advanced.

4.12

Present employees will be given first consideration for tryout for vacancies in other classifications subject to prior applications on a rehiring list.

4.13

Upon request, unsuccessful applicants shall be provided with a written explanation of the Employer's decision. Such written explanation shall not abrogate the Employer's rights as detailed in the preamble of this Agreement.

4 5 - I FORMATION

5.1

The Employer shall supply the Guild on request with a list containing the following information for all employees on the payroll:

(a) Name, address, wage, seniority, salary data and any other non-confidential information contained in the Employer's HRIS database.

5.2

The Employer shall notify the Guild in writing within two (2) weeks of the following staff developments: resignations, retirements, dismissals, deaths, promotions, demotions and any other

developments producing changes in the data listed in Article 5.1, with effective dates.

5.3

Within one **(1) week** after **the hiring** of a new employee, the Employer shall **furnish the** Guild in writing **with** the information specified in Article 5.1 for each **new** employee.

ARTICLE 6 - GRIEVA PROCEDURE

6.1

The Guild shall designate a **committee** of its **own** choosing to take up **with** the Employer or a duly authorized agent **any** matter **arising** from the application or interpretation of **this** Agreement or **any** ~~matter~~ affecting the relations of the Employer **and** the employee.

6.2

~~The~~ Employer ~~agrees~~ to meet with the committee within five **(5)** days ~~after~~ ~~written~~ request for such meeting. Said request shall include ~~an~~ outline of the ~~matter~~ **and** the relief sought. Such meetings **may** be held on the Employer's time. The Employer agrees to release without loss of pay or leave credit properly accredited Guild representatives to attend grievance meetings. It is understood that the Employer will not be ~~required~~ to release ~~more than~~ two **(2)** employees ~~from~~ each department for these meetings. A request for such release shall be submitted to the Employer as far in advance of these meetings as possible.

6.3

Any matter involving the interpretation, application, administration or alleged violation of **this** Agreement (except renewal of **this** Agreement), including **any** question as to whether a matter is arbitrable, not ~~satisfactorily~~ ~~settled~~ within thirty (30) days of its first consideration, may be **submitted** to ~~final~~ **and** binding arbitration by either party. If either party chooses to arbitrate a matter, it shall notify the second party of this decision in writing within thirty (30) days of the last meeting of the parties. Within ten (10) days of receipt of this notice, the parties shall **select** a mutually acceptable arbitrator. If the parties are unable to agree on the selection ~~of~~ an arbitrator within these ten **(10)** days, ~~the~~ ~~Federal~~ Minister ~~of~~ Labour shall be requested **to** appoint the arbitrator. The cost **and/or** expense of such arbitration shall be borne equally by the Employer and the Guild, except that neither party shall be obliged to pay the cost of a stenographic transcript without express consent.

6.4

Conditions prevailing prior to **an** action or circumstance which resulted in a grievance shall be maintained unchanged pending final settlement of the grievance **as** provided herein. ~~This~~ shall not apply in cases of dismissal for just and sufficient **cause**.

6.5

Any ~~time~~ limit mentioned under the Grievance Procedure shall exclude Saturdays, Sundays and Statutory **Holidays** and **may** be extended by mutual consent.

ARTICLE 7 - JOB SECURITY

7.1

There shall be no **dismissal** **except** for just and sufficient **cause**. The Guild **and the** employee **shall** be **notified** **in writing** at least **two (2)** weeks **in advance** of any dismissal with the specifications of the fact alleged **to** constitute just and sufficient cause. The Employer may pay two **(2) weeks' salary in lieu** of work for that period.

7.1.1

Workforce reductions shall proceed in inverse order of Company **seniority** within the functional groups. Functional **groups shall** be defined as follows:

1. Copy Clerk
2. Editorial Assistant
3. Reporter/Editor
4. **Reporter/Editor/Producer**
5. Sr. Reporter/Editor/Producer

7.1.2

An employee **dismissed** to reduce the force may elect, within ten (10) days after his/her **actual dismissal**, to bump into a lower group in which he/she **has** worked or is qualified to work. He/she **may** displace **an employee** in that **lower** group whose length of service in the lower group is less than the length of service of the dismissed employee in the lower and higher **groups** together. The employee **thus** bumped shall be the one with the lowest group seniority.

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.

7.1.3

An employee displaced **may** similarly elect to bump into a lower group in which he/she has worked **or** is qualified **to** work, **or** he/she may elect to take severance pay provided in Article 7.1.6.

7.1.4

While an employee is laid **off**, benefits under the pension plan shall not accrue to the employee. **All** contributions to the plan shall **remain** in the plan until such time as termination of the employee's employment has been effected by submission **and** acceptance of the resignation, in writing, or termination **in** accordance **with** the provisions of **this** Agreement.

7.1.5

When **an** employee **is** terminated as set out in Article 7.1.1, 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 and Occupational I & D** coverage for a period of **six** 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 provide basic "outplacement services" to employees **so** terminated.

7.1.6

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) week's 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 **deeded** to include any severance payment required pursuant to any statute and employees will be required to sign a release with the Company.

7.2

Seniority means length of **continuous** full-time service. Employment shall be deemed continuous with the Employer **unless interrupted by (a) dismissal** for just and sufficient cause, (b) resignation, and (c) a workforce reduction.

Seniority shall relate only to the order of layoffs, promotions, the choice of vacation periods and shift rotations.

7.3

In the event an employee is laid off or granted a leave of absence without pay for up to one year, employment shall be considered to be uninterrupted, but length of service shall not accrue until the employee resumes active status. If an employee is transferred to a position with the Employer outside the scope of the Guild bargaining unit, employment shall be considered to be continuous and length of service shall accrue.

7.4

Any period of employment for which severance pay has actually been paid and not refunded shall not be counted as employment in calculating the severance pay which may again become due after rehire.

7.5

There shall be no dismissals as a result of putting this Agreement into effect.

7.6

There shall be no dismissals or other discrimination against any employee because of membership or activity in the Guild; nor shall sex, age, race, creed, colour, national origin, marital or parental status, sexual or affectional preference, political affiliation, irrelevant physical handicap or family relationship be considerations in the dealing of the Employer or the Guild with any employee.

7.7 Probation

7.7.1 A new employee shall be a probationary employee for the first three (3) months of employment.

7.7.2 On written request of the Employer showing cause, the Guild may grant an extension of the probationary period to a maximum of three (3) months.

7.7.3 Student, part-time or freelance work performed for the Employer shall be given full credit in the event of such individual being hired full-time but this shall not cut the probationary period after full-time hire to less than six (6) weeks, except in the case of summer student positions where

employees **shall** be given **full** credit for time served.

7.7.4 **Probationary** employees shall have **all** the benefits of **this** Agreement during their probationary period except that **an** employee dismissed for reasonable **cause shall** have **the right to access** the **grievance** procedure. **For** probationary employees, benefits depending on length of **service shall** be computed from the date of employment.

7.8 Technological Change

7.8.1

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 **falls** 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 **assigned to** employees in the bargaining unit.

ARTICLE 8 - SEPARATION OF EMPLOYMENT

8.1

Upon separation from the employ of the Employer, an employee shall receive all monies to which **there** is an entitlement. **This** shall include any outstanding earnings, vacation pay, banked overtime and severance pay.

8.2

In the case of death, these monies **shall** be paid to the designated insurance beneficiary which is recorded with **Human** Resources.

NT

9.1

The Pension **Plans** 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 **staff** as of January 1, 1992.

9.2

The Employer shall furnish the **Guild** or its accredited representative with **all** available information on the company pension plan, including copies of the master agreement with the covering body.

9.3

The Employer shall provide each employee with a **comprehensive annual** statement of the individual's contributions to the pension plan.

ARTICLE DISCIPLINE

10.1

An employee shall not be given a ~~written~~ reprimand, suspension, or discharge except for just and sufficient cause. The Guild **and** the employee **shall** be notified in writing at least **two (2) weeks** in advance of ~~any disciplinary dismissal~~ with the specifications of the fact alleged to constitute just and sufficient cause. The Employer may pay two **(2) weeks' salary** in lieu of work for that **period**.

10.2

An employee **and** the Guild shall be advised within ten (10) working days of the contents of any written review or report ~~that has been placed~~ in the employee's file. The employee **and** the Guild shall be furnished with a copy of any complaint or accusation that may be detrimental to advancement or ~~standing with~~ the Employer. Employees **shall** have the right to respond in writing within ten (10) days to **any** criticism of their performance and to have this response included in the individual's file. **An** employee or the Guild shall **have** the right to review the file at **any** time during **normal** business hours and shall be provided **copies** of any material therein **upon** request. If this procedure is not followed, **such** expressions of dissatisfaction **shall** not become part of the employee's records for use against the individual at any time,

10.3

Adverse comments on an employee's file shall be removed after eighteen **(18)** months have elapsed ~~since the occasion(s)~~ first giving rise to those comments, and provided no further disciplinary action of any nature has been documented during this period.

ARTICLE 11 - HOURS AND DAYS OFF

11.1

The five (5) day, forty (40) hour ~~work~~ week shall obtain and commence at 00:01 Monday.

11.2 Hours and Days of Work

11.2.1

The working day shall consist of ~~seven~~ and one-half (**7 1/2**) hours within eight **(8)** hours. The other one-half (1/2) hour ~~will be~~ used for a paid meal period. The ~~work~~ week shall ~~consist~~ of five **(5)** work days within ~~seven~~ **(7)** calendar days. Unless mutually agreed, ~~an~~ employee ~~shall~~ not be required to ~~work~~ more than seven **(7)** consecutive days, excluding time worked on scheduled days ~~off~~.

11.2.2 News Meetings

~~News meetings~~ and ~~other~~ meetings ~~with~~ supervisors which employees are **required** to attend ~~shall~~ be considered time worked and ~~shall~~ be compensated ~~at~~ the applicable rate.

11.3 Overtime

11.3.1

The Employer shall compensate for all overtime **as** follows:

At the rate of one and one-half (1 1/2) for the first two and one-half

(2 1/2) hours of work beyond **eight (8) hours** in any **one** day;

At the rate of double time for **the** hours worked **past** two and one-half (2 1/2) hours of overtime worked **in any one day**.

All overtime **beyond two** and one-half (2 1/2) hours (that is, **all** work beyond ten and one-half (10 1/2) hours in **any** one day) must be **authorized** by the Employer or a designate.

11.3.2

Overtime shall be defined as work beyond the unit of hours in the work day or **days** in the work **week** or **any** work performed outside of properly posted scheduled hours.

11.3.3

The **Employer shall** cause to be kept records of all overtime, including banked time **off** to be taken in lieu of cash. The Employer shall notify the employee in writing of all accumulated banked time within the **fiscal** year, up to and including March 31st. Such information shall be provided to the **employee** not **later than April 15th** each **year**. Copies of **such** records shall be given to the Guild upon request, except that the Employer shall not **be** required **to** provide overtime **records** for a period longer **than** thirteen (13) months preceding the date upon which such a request is made.

11.4 Callback

Employees required to return **to** work **after their** regular working day shall be paid for the time **worked**, but not **less** than four (4) hours **at** the applicable overtime rate, in addition **to** a **regular salary**.

11.4.1

Employees **required** to work **from** their residence outside the **scheduled** shift shall be paid for the time **worked at the** rate of one and one-half (1 1/2) times the basic hourly rate **with** a minimum credit of one (1) hour.

11.5 Change of Start Time

Employees **required to start** work earlier or later **than** their **regular** working day, shall be notified **as** soon **as** possible, **An** employee **who** is not notified by 5:00 p.m. or **the** end of his/her **shift** on the day prior, whichever is **later**, shall be paid **an** additional **one-half** (1/2) of the basic hourly rate computed separately from the work week for those hours by which the **shift was so** changed.

11.6 Work on a Day Off

11.6.1

An employee **required to** work on a **day** off shall be paid at **the** rate of time-and-one-half (1 1/2) for a minimum of eight (8) hours.

11.6.2

Work **beyond** the regular **shift on a day** off shall be paid at **the** rate of double **time**,

11.6.3

Employees who perform **work** on a **second** consecutive **day off** shall be paid at the rate of double **time**

for a minimum of **eight (8) hours**, and at the rate of double time-and-one-half (**2 1/2**) for work performed **beyond eight (8) hours** on the second consecutive day off.

11.7 Day Off Out-of-Town

An employee who must spend a day **off** out-of-town due to the nature and scheduling of an assignment shall receive a per diem or the appropriate meal allowance, as set forth in Article 20.5.

11.8 Scheduling

11.8.1

Work schedules shall be posted as early as possible, but in **no** event later than **four (4) weeks** prior to their taking effect. For scheduling purposes, the work week shall be defined as running from **00:01 Monday** to **23:59 Sunday**.

11.8.2

The Employer shall make every effort to schedule **days off** on weekends as frequently as possible and days **off** shall be scheduled consecutively, except in the event of a pre-emption, statutory holiday, or when an employee is scheduled **Sunday and Monday** as days **off**.

11.8.3

Except as mutually **agreed**, no employee shall be required to work **more** than three (3) consecutive weekends. Weekends shall be defined as **Saturday and/or Sunday**.

11.8.4.1

There will be **no** changes in days **off** one (1) **week** prior to the days **off** without the employee's consent.

11.8.4.2

Notwithstanding Article 11.8.4.1, an employee's schedule may be changed without the individual's consent up to seventy-two (**72**) hours prior to the **date** to be changed when news programs are pre-empted due to late changes in playoff sports coverage.

11.8.5

The Employer shall endeavour to schedule **shift** workers on the same **shift**, with the same **start** time, for at least five (**5**) consecutive days,

11.8.6 Rotating Shifts

Rotating shifts shall apply to **full-time** Reporter/Editors (including those **hired after** the **signing of this Agreement**) with the least seniority who are not assigned to other duties e.g. anchoring, producing, Parliamentary **Bureau**, Sunday Edition, with a **minimum** of five (**5**) reporter/editors on rotating **shifts**.

In the event a dayside *shift* is to be filled, the Employer shall first **offer** the **shift** to the nightline reporter/editors in order of **seniority**. **When** such requests are accepted, the Employer shall not incur any **additional cost** beyond the penalties/premiums which would normally occur after the change, not as a result of the change.

Summer students will be on a separate and **equitable** rotation.

11.9 Banked Time

An employee may elect to take time **off** in lieu of cash for overtime hours worked as follows:

An employee may bank up to a maximum of fifteen (15) days per fiscal year - September 1st to August 31st. This accumulation of time **off** shall be earned in lieu of cash for overtime or work on a statutory holiday, and shall be accumulated at the rate it was earned. The employee shall be granted this compensatory time **off** when mutually agreeable to the employee and the supervisor. Not more than five (5) days of banked time shall be taken at any one time unless mutually agreed.

All unused banked time in any fiscal year shall be automatically paid out in cash on August 31st, at the rate it was earned.

11.10 Special Requests

The Employer shall reply to a request for an occasional day **off** outside peak periods within five (5) days of such request.

ARTICLE 12 - HOLIDAYS

12.1.1

Each employee shall have the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating holidays to be taken by mutual agreement between the employee and the Employer.

12.1.2

It is agreed if the Federal Government proclaims an additional statutory holiday, it shall become the tenth (10th) statutory holiday named under this Agreement, replacing a floating holiday. It is agreed no employee shall lose a tenth (10th) statutory holiday by virtue of the timing of any such Federal proclamation.

12.1.3

Before November 1st in any year, employees may notify the Employer of requests for additional time off at Christmas or New Year's. Where such requests are granted seniority shall be a factor. The Employer shall post the Christmas/New Year's schedule by November 30th.

12.2

The work week in which any one of these holidays falls shall consist of four (4) working days as defined in Article 11.2. The work week in which two (2) of these holidays fall shall consist of three (3) working days under the same definition. If the employee's day **off** falls on a statutory holiday, the day owed shall be taken on the working day immediately before or after the employee's days **off**.

12.3

The Employer recognizes the right of employees to have the statutory holidays in time **off** and will endeavour to schedule employees **off** on this basis. To this end, the Managing Editor will accept written requests for the time **off** two (2) weeks in advance of the holiday and endeavour to grant such requests, taking into consideration seniority and the operational requirements of the holiday news schedule. The Employer will subsequently post a revised schedule one (1) week in advance of the

week in question. Employees required to work on a statutory holiday shall have the option of taking premium pay in cash or time off subject to the limitations on banked time set out in Article 11.9.

12.4

Employees required to work on a holiday defined in this Section shall be paid at the rate of double time for a minimum of eight (8) hours in addition to their regular salary.

ARTICLE 13 - ANNUAL LEAVE

13.1

Paid annual leave shall be granted at the following rates for each calendar month of service, computed as of June 30 of each calendar year:

Less than six years of service - 1.25 days for each month of service, that is, fifteen (15) working days after one year;

After six years of service - 1.67 days for each month of service, that is, twenty (20) working days;

After fourteen years of service - 1.75 days for each month of service that is, twenty-one (21) working days;

After twenty-one years of service 2.08 days for each month of service, that is, twenty-five (25) working days.

13.2 Scheduling of Annual Leave

13.2.1

The Employer shall post the annual leave entitlement for each employee by February 1st each year.

13.2.2

Employees, other than principal anchor people, may take annual leave at any time throughout the calendar year on the basis of seniority of service. Principal anchor people shall not take annual leave during principal ratings periods. The principal ratings periods shall consist of two (2) periods per calendar year not to exceed thirteen (13) weeks in total per calendar year without prior approval of the Guild.

Requests for annual leave of five (5) days or more shall be submitted at least three (3) weeks in advance, except as follows:

Requests to take annual leave during the June 1 - September 30 summer vacation period must be submitted by April 30. The Employer shall post the summer annual leave schedule by May 30.

13.3

If the Employer must reschedule an employee's already approved or posted annual leave and such rescheduling results in extra costs to the employee because of late changes in travel plans, the Employer shall reimburse the employee for such costs.

13.4

The Employer *shall* not interfere with **annual** leave except that, ~~when~~ reasonable, the Employer may **change** vacations to ~~meet~~ sudden and unpredictable increases in production load.

13.5 Carryover of Annual Leave

13.5.1

Outstanding **annual** leave earned prior to July **1st** of the previous year *shall* be posted by the Employer by ~~February 1st~~ **each year**. Requests for ~~this~~ outstanding leave must be submitted by **March 31st** and the **leave** must be taken by June 30th. The Employer shall post the approved leave by April 1st. All **outstanding** leave not requested by April 1st may subsequently be scheduled by the Employer. The Employer *shall* schedule **such** leave in **increments** of five (5) **days**; or consecutively if the **total amount** of outstanding leave is less than five (5) days.

13.6

An employee whose annual leave time includes a holiday *shall* receive **an** additional day of annual leave. Where possible the days **off** of each employee in the weeks preceding **and** following their annual leave shall immediately precede and follow their vacation.

13.7

Upon ~~termination~~ of employment, **an** employee (or their estate or as designated under Article 8.1 in case of **death**) shall receive accrued **annual** leave pay for the current vacation **year** up to the date of termination, plus pay for **any** annual leave previously **earned** but not taken.

13.8

In the event **an** employee **agrees** to work on a **day** of their vacation they will be compensated at three (3) times their basic rate for all hours worked with a minimum payment of at least eight (8) hours. It **is** understood that the "annual leave period" shall be **deemed**, for the purpose of this clause, to include only the two (2) scheduled days **off** immediately following the annual leave week or weeks. The Employer *shall* pay reasonable travelling expenses in **such** event. There shall **be** no penalty for refusing to work during the vacation period.

ARTICLE 14 - SICK LEAVE

14.1

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 (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.

14.2

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.

(f) 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 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.

14.2.1

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.

14.3

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. There shall be no loss of seniority while an employee is on sick leave.

14.4 Sickness During Annual Leave and on Holidays

14.4.1

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

14.4.2

Should an employee fall sick on a statutory holiday, the holiday cannot be claimed as sick leave.

14.5

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 & 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 Accident Program.

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 January 1, 1989 will not be altered without prior approval of the Guild 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. For purposes of this Agreement, Workers Compensation is not to be considered part of the group insurance or benefit plans.

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 eye glass frames will be subject to a maximum reimbursement of \$100.00 for each 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.

ARTICLE 15 - LEAVES OF ABSENCE

15.1

Upon request the Employer *shall* make **every effort** to grant employees leaves of **absence**.

15.2

Leaves provided in **this** Article **shall** not constitute breaks of continuity of service in the computation of **severance** pay, **annual** leave (**except as** specifically defined in Article 15.4), and other **benefits** under this Agreement, but leave under Article 15.3 may be deducted in computing **severance** pay. **This Section** does not apply to **those** elected to the House of **Commons** or the Legislature.

15.3 Guild Leave

15.3.1

If **an** employee **is** elected or appointed to any position in The Newspaper Guild or CLC, OFL or Local 205 of The Newspaper Guild, such employee, upon request, shall be given a leave of absence without pay, for a period not to **exceed** two **(2)** years, **unless** approved by the Employer, and **shall** be reinstated in the same or comparable position upon the expiration of such leave. Requests for a leave of absence for more than one (1) employee under this Article must be approved by the Employer.

15.3.2

A leave of absence without pay shall be granted upon request to **an** employee elected or appointed a delegate to conventions of The Newspaper Guild, CLC, **OFL** or Local 205 of The Newspaper Guild and to delegates to **special** meetings **called** by The Newspaper Guild. Requests for a leave of absence for more than one (1) employee must be approved by the Employer.

15.3.3

Upon request by the Guild, the Company will **release** without **loss** of pay or other benefits three (3) employees named by the Guild for negotiation meetings.

For the purpose of preparation for collective bargaining between the Guild and CJOH-TV, leave without pay shall be granted to a **maximum** of **three** (3) employees named by the Guild.

15.4 Leaves of Absence Without Pay

For the period during which **any** employee has been granted leave without pay in excess of fifteen **(15)** **continuous** working days within the **calendar year**, the consequences of **that** leave are defined as follows:

15.4.1

Pension contributions will not be made for **any** **calendar** month in which **an** employee **has** been absent **without** pay for more than **fifteen (15)** continuous working days. It is further understood that **service** for **pension** plan credits shall not accrue during that time when an employee is on **leave** of absence without pay in **excess** of **fifteen (15)** working days.

All employee contributions under the pension plan shall remain in the plan until such **time** as the employee **has** submitted **his** resignation in writing to the Employer, except as specified in Article 7.1.4.

15.4.2

Premiums for Major Medical Insurance, Group Life Insurance, Dental Plan and Long Term Disability that are handled through payroll deductions may be **prepaid by the** employee for the period of absence without pay to a maximum of one **(1) year**.

15.4.3

Annual leave **credits** are only **accumulated** for **those calendar** months in which an employee is entitled to pay or is on leave of absence without pay for less than **fifteen (15) working days**.

15.4.4

Sick leave with pay will not be granted to employees who become ill after **proceeding** on leave of absence without pay.

15.5 Leave for Employees with Child Care Responsibilities

Every employee is entitled to and **shall** be granted a leave of absence as **follows**:

- (1) Where an employee provides the Employer with a **certificate** of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to, and shall be granted a leave of absence from employment of up to 17 weeks, which may commence not earlier than 11 weeks prior to the **estimated** date of **her** confinement and end not later than 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 of absence from employment of up to 24 **weeks** commencing, as the employee elects,
 - (i) in the case 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.

- (iii) 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 24 weeks commencing on the day the child comes into the employee's care.
- (3) Where both parents work in a business governed by the Canada Labour Code (Federal jurisdiction), the 24 weeks may be shared but the aggregate total is not to exceed 24 weeks.
- (4) An employee must give 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, 4 weeks' notice in writing is required except where valid reasons exist.

15.6 Parental Leave with Pay

(a) Illness directly attributable to pregnancy shall entitle an employee to sick leave provided for in Article 14.1.

(b) Where an employee provides the Employer 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 prenatal 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 14.2, 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.

15.6.1

The taking of leave is not mandatory. The Employer 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 Employer. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

15.6.2

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 Employer must provide such notices in writing.

15.6.3

(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 Employer'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 reorganize the Employer'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 reorganization takes place which will result in a change in wages and benefits, the Employer must notify the employee in writing as soon as possible.

15.6.4

(a) Seniority will continue to accrue without interruption during Child Care leave, except that vacation credits shall not accrue during such leave. The Employer shall pay 100% of the benefit plans contained in Article 14.5 during Child Care leave. In the event an employee does not return to work at the expiration of the leave, and for a period of at least six (6) months, the Employer shall be entitled to a full reimbursement for the medical and benefit premiums paid on behalf of the employee during the period of 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, but not later than two (2) months following the employee's return to work.

(c) Where an employee fails to pay the required pension contributions within two (2) months of the employee's return to work, the duration of the leave will not count as service with the Employer when calculation of benefits is made.

15.7

The Employer shall not dismiss, suspend, lay-off, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 15.5 or 15.6. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

15.8 Bereavement Leave

Bereavement 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.

Extended leave may be granted on compassionate grounds. 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.

15.9 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 dependant 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 day for each four months of service during the first calendar year of employment.

15.10 Election Leave

15.10.1

A leave of absence on request may be granted to an employee who requests such leave for the purpose of becoming a candidate for election to the Federal Parliament, a provincial legislature or a civic office, provided that in the Employer's view, such leave does not cause unreasonable disruption of operations. Any such leave shall be subject to and comply with C.R.T.C. regulations and guidelines.

15.10.2

Such employee shall be reinstated in the same or a comparable position upon the expiration of such leave.

15.10.3

An employee who is successful in a bid for a full-time elected office shall begin an unpaid leave of absence for the term of that office before taking the oath of that office. The employee shall advise the Employer of intention to return to work within two (2) weeks of the expiration of this leave.

15.11 Academic Leave

Unpaid leaves of absence of up to one (1) year may be granted for academic purposes.

15.12 Rules on Replacements and Notice of Return

15.12.1

When a leave of absence is for three (3) months or more, an employee must advise the Employer in writing, at least one (1) month before the expiration of the leave, of their return to the position. The Employer may, as a result of their return, reduce the staff by terminating the term employee hired to replace the person on leave of absence.

15.12.2

The term employee so terminated shall return to their previous position if appointed from within or shall be placed on a rehiring list and given preference for any future vacancies if appointed from outside the Employer.

15.12.3

Employees hired or promoted as a replacement for an employee taking a leave of absence under this Section shall be given a written notice to that effect at the time of such employment or promotion,

said notice to state **which** employee **they are** replacing, and a copy of such notice ~~shall be sent~~ to the Guild.

ARTICLE 16 - MILITARY SERVICE

16.1

An employee **who** leaves the employment of the Employer to enter **military service** or the public service of **the** Canadian or Allied Governments during a state of **war** or under enforced **military service** shall be considered an employee on leave of **absence**, and on release from such service ~~shall~~ resume their position or a comparable one with **a salary** no less than that **which they would** have received ~~if service with the~~ Employer had **been** continuous.

16.2

Time spent in such service shall be **considered service time with** the Employer in computing severance pay, experience rating, length of vacation and all other **benefits** which depend in whole or in part upon the length of service ~~with~~ the Employer.

16.3

An employee ~~leaving~~ for such **service** shall receive accrued vacation pay.

16.4.1

If **an employee**, upon return from such **service**, is found to be incapacitated to the extent that they **are** unable to resume **their** former employment, the Employer shall **make** all **efforts** to place the individual in other acceptable employment **and** shall consult **the** Guild thereon.

16.4.2

If such other employment is not found, the employee shall receive applicable severance pay.

16.4.3

If an employee **dies while** in such service, the amount of severance pay shall be paid to the designated beneficiary or estate.

16.5

Application for resumption of employment must **be** made within ninety (90) days **after** termination of such **service**, plus travel time **from** separation centre to place of employment.

16.6.1

An employee promoted to take the place of one entering such **service** may, upon resumption of employment by such employee, be returned to their previous position **and at a salary** no less **than** that which **they would have** received if service in the former classification had been continuous.

16.6.2

An employee **so** promoted, and while such promotion is temporary, **shall** continue to accumulate experience credit in such new classification for the period in **which** they have already **been** engaged in such new classification.

16.7.1

An employee hired **as** a replacement for one entering **such service** shall **be** covered by all the

provisions of this Agreement except reinstatement rights under this military clause.

16.7.2

Such employee, on entering such service, shall be given accumulated severance pay and pro rata vacation pay, and upon return from such service shall be placed on the rehiring list.

16.8

An employee hired as a replacement for an employee entering such service shall be given preference over any new employee in filling vacancies which may arise. If such an employee is displaced by the return of a regular employee from military service, the displaced employee shall be placed on the rehiring list.

16.9

An employee hired or promoted as a replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee they are replacing and a copy of such notice shall be sent to the Guild.

16.10.1

Leaves of absence shall be granted to employees for required training service with militia units or recognized Civil Defence units. Such employees must have completed eight (8) months' service with such units before qualifying for such leaves.

16.10.2

Employees taking such leave shall receive their regular weekly salary less any salary received from such service.

16.10.3

Employees taking such leave shall not suffer any loss of vacation credited or to be credited.

16.10.4

Notice of intention to take such annual training shall be given by the employee to the Employer prior to April 15.

ARTICLE 17 - 1U : IT PART-TIME AND FREELANCE EMPLOYEES

17.1 Summer Student Employee

Summer students may be hired by the Company for specific work periods not in excess of five (5) consecutive months. Such students shall be paid seventy-five percent (75%) of the start rate of the wage classification to which they are assigned. They shall be scheduled to work the regular work day and work week for the assigned classification.

17.2 Part-time Employee

A part-time employee is one hired on a regular or occasional basis to cover peak work periods, maternity leave, sick leave, annual leave, or to work on special projects or productions of a pre-determined length of time. Part-time employees shall be paid on an hourly basis based on the applicable wage rate for the classification to which they are assigned. Such employees shall advance on the salary schedule according to their accumulated hours of service with the Employer, i.e. one

year of *service* is ~~equal~~ to 1950 hours.

17.3

Summer students and ~~part-time employees~~ shall be subject to all conditions of the Agreement except those pertaining to length of service; e.g. health and insurance benefits, pension, lay-off, sick leave. Students and part-time employees shall be entitled to receive vacation pay calculated at the rate of six percent (6%) of gross basic earnings. Further, a meal period will be assigned only if the scheduled shift is more than five (5) hours.

17.4 Freelance Employee

Freelance employees are defined as those who are employed on an occasional or emergency basis.

17.5

Student, part-time and freelance employees shall pay dues in accordance with the Guild's schedule of dues rates submitted under Article 3 of this Agreement.

17.6

Student, part-time and freelance employees, except for summer students, shall not be employed for work that would eliminate or displace regular or full-time employees.

17.7

Service that has accumulated under the provisions of Article 17 shall not be carried forward, in the event an employee changes to full-time status.

ARTICLE 18 - MINIMUM SALARIES

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 19.1.2 / 19.2.3. 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 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.

Wage Scales:

			Sept 2/96	Jan 1/97	Jan 1/98
Group 1					
Copy Clerk	Start	\$21,500	413.60	421.60	428.00
	1 Year	\$22,250	428.00	436.40	442.80
	2 Years	\$23,000	442.40	451.20	458.00
	3 Years	\$23,667	455.20	464.40	471.20
	4 Years	\$24,333	468.00	477.20	484.40
	5 Years	\$25,000	480.80	490.40	497.60
Group 5	Start	\$28,000	538.40	549.20	557.60
Editorial Assistant	1 Year	\$29,000	557.60	568.80	577.20
	2 Years	\$30,000	576.80	588.40	597.20
	3 Years	\$31,667	608.80	621.20	630.40
	4 Years	\$33,333	641.20	654.00	664.00
	5 Years	\$35,000	673.20	686.40	696.80
Group 7	Start	\$37,667	724.40	738.80	750.00
Reporter/Editor	1 Year	\$40,333	775.60	791.20	803.20
	2 Years	\$43,000	826.80	843.60	856.40
	3 Years	\$44,000	846.00	863.20	876.00
	4 Years	\$45,000	865.20	882.80	896.00
	5 Years	\$46,000	884.80	902.40	916.00
Group 8	Start	\$44,000	846.00	863.20	876.00
Reporter/Editor/Producer	1 Year	\$45,000	865.20	882.80	896.00
	2 Years	\$46,000	884.80	902.40	916.00
	3 Years	\$47,000	904.00	922.00	936.00
	4 Years	\$48,000	923.20	941.60	955.60
	5 Years	\$49,000	942.40	961.20	975.60
Group 10	Start	\$48,333	929.60	948.00	962.40
Sr. Reporter/Editor/Producer	1 Year	\$49,667	955.20	974.40	989.20
	2 Years	\$51,000	980.80	1,000.40	1,015.60
	3 Years	\$53,333	1,025.60	1,046.00	1,061.60
	4 Years	\$55,667	1,070.40	1,092.00	1,108.40
	5 Years	\$58,000	1,115.20	1,137.60	1,154.80

TALENT FEES	Sept 2/96	Jan 1/97	Jan 1/98
Newline Anchor	35/day	35/day	35/day
Nightline Anchor	35/day	35/day	35/day
Regional Contact Anchor	35/prog	35/prog	35/prog
Midday Newline Anchor	35/day	35/day	35/day
Gallery Talk Host	30/prog	30/prog	30/prog
Assignment Editor	30/day	30/day	30/day
Canada AM Newsbreak Anchor	5/break	5/break	5/break

ARTICLE 19 - GENERAL WAGE PROVISIONS

19.1.1

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.

19.1.2

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.

19.1.3

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.

19.2.1

The job content of **each** job classification **set** forth in Article 18 is contained in the job description set forth in Article 1.3. **The minimums** agreed upon, and any individual **salary** above **minimum**, is compensation for the **job** so described.

19.2.2

No **job** content shall be altered, except **by** agreement of the parties on a new job description and applicable minimum.

19.2.3

Should **the** Employer create a new **job**, the Guild **shall** be furnished with the proposed job description and the Parties **shall** meet to negotiate the minimum wage rate. If agreement is not reached, either party **may** submit the matter to **a** mutually agreeable mediator for assistance in resolving the dispute.

19.2.4

New minimums **shall** be **effective** on the date the new **job** content is effective.

19.3

There ~~shall~~ be no reduction in remuneration.

19.4

An employee who ~~works~~ in a higher classification ~~shall receive at least the minimum in the higher classification next higher than their~~ regular ~~salary~~.

19.5

The minimum wage ~~rates~~ established herein are ~~minimums~~ only. Individual merit ~~may~~ be acknowledged by ~~increases~~ above the ~~minimums~~.

19.6 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.

19.7

~~The Employer shall~~ pay ~~twice~~ the ~~net weekly salary~~ (i.e. ~~salary~~ after a reasonable portion of the total monthly deductions have been made) not later than 12 noon every second Friday.

19.8 Night Transportation

When an employee is required to ~~work~~ between the hours of 11 p.m. and 7 a.m. and other transportation is not reasonably available, the Employer ~~shall~~, upon submission of an appropriate receipt, compensate the employee for the ~~cost~~ of a taxi, to a ~~maximum~~ of \$15.00 per trip, to and ~~from~~ their usual place of residence,

19.9 Turnaround

19.9.1

There ~~shall~~ be a turnaround period of at least twelve (12) hours between the end of one shift and the beginning of the next ~~shift~~. All work which encroaches on the turnaround period shall be paid at an additional ~~one-half (1/2)~~ of the basic hourly rate computed separately ~~from~~ the ~~work week~~.

19.9.2

Any ~~scheduled days~~ off or holidays shall add an additional twenty-four (24) hours for each day to the turnaround period.

19.9.3

Scheduled days ~~off~~ may be separated by a holiday only when no work is required on that holiday,

ARTICLE 20 - NSES AND EQUIPMENT

20.1

The Employer shall pay all ~~authorized~~ expenses incurred by the employee in the service of the Employer and ~~shall~~ compensate for the voluntary ~~use~~ of an automobile at the rate of thirty (30) cents

per kilometre.

20.2 Use of Employee Vehicles

20.2.1

While it is agreed that employees are not required to use their personal automobiles on CJOH business, the Employer, with the agreement of the employee, may authorize the employee to use a personal automobile on CJOH business.

20.2.2

When such agreement is made between the Employer and the employee for such use on a continuing basis, the Employer agrees to pay the difference between the full commercial insurance rate for the employee's car and the insurance rate for personal use of the car.

20.3

An employee authorized to use a personal automobile in the service of the Employer shall receive at least one (1) month's notice ~~Wore~~ such authorization is terminated. Conversely, an employee taking advantage of the Employer's commercial automobile insurance plan must give the Employer three (3) months' notice if they wish to terminate use of this personal automobile.

20.4

Necessary working equipment as determined by the Employer shall be provided to the employee and paid for by the Employer. The Employer agrees to entertain all reasonable requests for new or additional equipment.

20.5 Meals and Per Diems

20.5.1

An employee required to work more than six (6) hours without receiving a first meal period shall receive upon request a missed meal penalty equal to double time for a period equal to the missed meal period.

20.5.2

An employee who works two and a half (2 1/2) hours of overtime or more on a single tour of duty shall receive \$8.00 plus a thirty (30) minute break or \$8.00 plus one half (1/2) hour of overtime if the break is not taken.

20.5.3

The Employer shall pay for meals for employees who are working overtime off the premises of the Employer as follows:

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

20.5.4

Employees on out-of-town assignments which require overnight accommodation shall receive a per diem allowance of \$57.00 for each 24 hour period. The rate shall be \$3.25 per hour when absences

involve **fractions** of the 24 hour period.

Employees on "out-of-town" assignments who do not receive a per diem allowance as set out above shall receive a meal allowance for each meal to which they are entitled.

Breakfast	-	\$9.00
Lunch	-	\$14.00
Dinner	-	\$25.00
Subsequent	-	\$9.00

Per diem allowances are to cover the cost of meals and miscellaneous expenses. Accommodations and travel, including taxi fares, etc, shall be the responsibility of the Employer. Per diems for foreign assignments will be issued in U.S. dollars.

Every effort will be made to pay per diems at least twenty-four (24) hours in advance of departure.

20.6

The Employer shall reimburse the employee for the cost of a five-minute telephone call home on the first day and every three (3) days thereafter of an out-of-town assignment.

20.7

Travel to, from or during an out-of-town assignment shall be considered time worked and compensated as such.

ARTICLE 21 - PROFESSIONAL ACTIVITIES

21.1

The first professional obligation of employees shall be to the Employer, Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for broadcasting stations in direct competition with the Employer and provided these outside activities do not interfere with their services to the Employer.

21.2.1

No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the source thereof to any party other than the Employer.

21.2.2

The Employer agrees that where a court order is not involved, the foregoing shall not be released or revealed to any other party without the consent of the employee,

21.2.3

If the employee is proceeded against under law on account of this refusal to surrender, disclose or authenticate the foregoing, the Employer shall further compensate such employees against any monetary loss, including, but not limited to, fines, damages or loss of pay, provided the employee has not knowingly falsified material for broadcast, and provided such material has been obtained in accordance with accepted journalistic practices.

21.2.4

If an employee is proceeded ~~against~~ under law for any ~~reason~~ directly ~~connected~~ with their employment, the Employer shall ~~meet~~ **all expenses incurred** by the employee. The Employer shall further ~~compensate~~ such employees ~~against~~ any monetary loss, including, but not limited to, fines, ~~damages~~ or loss of pay, **provided** the employee has not **knowingly falsified** material for broadcast, and provided such material **has been obtained** in **accordance** with accepted journalistic practices and provided that **where legal advice from** the Employer's **counsel has been obtained**, it is followed in terms of scripting alterations before material **has been** aired.

21.3

Substantive ~~changes~~ in script content shall be brought to the employee's attention wherever possible before broadcast. Employees shall **be** given the reason for substantive changes to their material.

21.4

Except where libel **has been** proved, no **criticism** of an employee's **work** will be broadcast without **first** presenting such criticism to the employee and offering said employee **time** for reply **in the** same broadcast. **This** section is not meant to apply to corrections of fact or errors of omission.

21.5

Except where libel **has been** proved, **no** retraction of an employee's work **shall** be broadcast without every **effort** being made to **consult** first with the employee.

21.6

It has never been the policy of the Employer to require employees to produce, in working hours, material of a **commercial nature**, i.e. material promoting an advertising theme, a product or products ~~advertised~~ through commercials. No employee will **become** in any way associated with a commercial advertisement that would, in the opinion of the Employer, jeopardize their credibility **as a News** Department employee. It is not the purpose of this **clause** to **deny** commercial opportunities to newsroom employees, but to control the nature and environment of such opportunities **so as** to maintain the integrity of the Employer's news function.

LE 2 - PROFESSIONAL MENT

22.1

The Employer **recognizes** the value of **training and** professional development **and** agrees to provide employees with opportunities to participate in programs that will broaden the employee's skills in broadcast **journalism and** production. Requests to be provided with such opportunities will be **dealt** with on an individual basis **and** within the context of maintaining program and production requirements.

22.2

The Employer **shall pay** **fifty (50)** percent of the **cost** of academic courses relevant to **the** employee's **work** upon prior approval **and successful** completion, **defined as a grade** of **at least sixty (60)** percent. Such payment **shall** be restricted to the **amount** budgeted **under** the category of Employee Related Expenses in the Operating Budget of the **News** Department for the **fiscal** year.

22.3

The Employer will make every reasonable effort to **adjust work** schedules to permit employees to participate in **courses, conferences** and conventions that **are expected to enhance the** employee's job performance.

22.4

The Employer in conjunction with the Guild **shall** work out a plan to provide employees in the **News** Department **with** appropriate **French** language instruction. Until such time **as a** program of language **training** is established, no reporter shall be forced to accept **an** assignment **where business** is **conducted** in a language in which **they** have no fluency. However, the employee **retains** the right to **work** in the language of their choice in accordance with the **conditions** of **licensing** approved by the **Canadian Radio-Television Telecommunications Commission** for the **licensee**.

ARTICLE 23 - SAFETY, HEALTH AND ENVIRONMENT

23.1 Safety, Health and Environment Committee

23.1.1

The Employer and the Guild acknowledge their **common** concern for maintaining a safe **and** healthy working environment. **To this end** the Guild shall appoint one **(1)** person to represent the Guild **on** the CJOH-TV Health and Safety **Committee**.

23.2

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 Employer**. **An** employee's refusal to undertake such dangerous or hazardous work shall not prejudice their employment or advancement with **the Employer**.

23.3

No employee shall be required to operate equipment or travel **in** vehicles that **are** not properly **maintained** and in proper operating condition.

23.4

The Employer agrees to temporarily relocate pregnant employees **from work on** video display terminals (VDTs), **at** their request, provided such **work** is available. Such transfers shall **be** without loss of pay or benefits. In the event a term **employee is required** as a result of **such** transfer, such term **employee** shall **be** employed under the same terms and conditions **as** those employed to **replace** employees on maternity/adoption leave.

ARTICLE 24 - BULLETIN BOARDS

24.1

The Employer agrees **to** provide bulletin **boards** suitably placed in departments **where** employees **work** for the exclusive use of the Guild.

ARTICLE 25 - STRIKE AND LOCKOUTS

25.1

The Employer will not 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. Nor shall the Employer require an employee to handle work destined for struck departments or shops. However, it is agreed that work destined for the Network will not be declared struck work if it is used only on the Network News that is carried by an affiliate station on strike.

ARTICLE 26 - COURT APPEARANCE

26.1

Employees called to serve on a jury or to testify at a court or administrative hearing shall receive their regular salary during the period of such service or appearance.

26.2

A night shift employee called for such service shall not be required to work on the day or days so spent.

26.3

The Employer and the employee shall consult on any absence connected with the employee's appearance in court on any matters of a personal nature.

ARTICLE 27 - STAFF SIZE

27.1

When requested by the Guild, the Employer and the Guild shall meet to discuss adequacy of staff size as it relates to work load.

ARTICLE 28 - GUILD CREDIT

28.1

Every Newline, Nightline, Midday Newline, Regional Contact and other production produced by the Employer for exclusive broadcast within the primary coverage area of CJOH-TV, in which Guild members contribute, shall have the Ottawa Newspaper Guild logo legibly exhibited on the end/closing credits.

ARTICLE 29 - DURATION AND RENEWAL

29.1

This Agreement 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 December, 1998, and from year to year, thereafter unless either party notifies the other by registered mail, not more than ninety (90) days and not less

than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, or until seven (7) days after a Report of the Conciliation Board is received by the Minister of Labour as set forth in Section 180 of the Canada Labour Code, Part V.

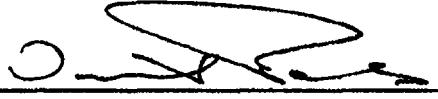
29.2


If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for Conciliation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS


5TH DAY OF June 1997.


**BBS ONTARIO INCORPORATED
CJOH TELEVISION DIVISION**






**OTTAWA NEWSPAPER GUILD
LOCAL 205 - THE NEWSPAPER
GUILD (CLC/AFL-CIO)**







SCHEDULE "A"

The following represents the changes that **will** be made to the group insurance plans and the policy and benefit booklets **will** be amended accordingly.

Effective January 1, 1997

Extended Health Care

- eligible for coverage **from** date of hire (currently **after** 3 calendar months)
- **eliminate** \$25 calendar year deductible
- reimbursement on 80/20 basis
- hospital & out-of-hospital remain at 100% reimbursement

Group Life

- no change

A.D. & D.

- no change

Occupational A.D. & D. (new)

- fully paid by CJOH
- coverage **extends** to part-time

Vision Care

- **limit** of one pair of lenses for each prescription change

Dental Plan

- (no change) - introduce complete coverage as follows:
 - (i) Basic 80/20 co-insurance
 - (ii) Major Restorative 80/20 co-insurance
 - (iii) Orthodontics 50/50 co-insurance
- yearly maximums: 1st year @ \$500; 2nd year @ \$750; 3rd year @ \$1500
- fee guide - current
- x-rays - 1 set each 36 months
- "preventative recall" shall be **limited to** one time every nine months for adults and once every six months for children under age 19.

LTD

- own occupation reduced **from** 36 to 24 months
- revise benefits schedule as follows:
 - (i) 67% of first \$3,000
 - (ii) 50% of next \$2,500
 - (iii) 40% of the balance

Overall **maximum** benefit not to exceed \$7,500

LETTER OF AGREEMENT ~~RE~~ MODIFIED WORK WEEK

This is to confirm our agreement that the Employer will consider requests from Guild members for a modified work week.

Requests shall be submitted to Human Resources, in writing, at least thirty days prior to the commencement of the schedule change and thirty days' notice shall be given should either the employee or the Employer elect to discontinue the modified work week.

Upon return from child care leave employees choosing to work a modified week shall receive pro-rated post-natal leave pay as provided in Article 15.6 of the Collective Agreement.

Proposals for a modified work week must be approved by the Guild prior to the commencement of the schedule change.

Signed

Gerry Donohue
Director, Human Resources
CJOH-TV

Signed

Sharlan Clark
Executive Officer
Ottawa Newspaper Guild

Dated: December 10, 1992

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