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AGREEMENT

between

**CTV Television Inc.
TORONTO, ONTARIO**

-and-

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
(LOCAL 720-M)**



**January 1, 2007
to
December 31, 2010**

03935 (08)

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THIS AGREEMENT

BETWEEN: CTV Television Inc.

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

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement *is* signed in good faith by the two Parties.

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ARTICLE 2

Definitions

2.1 Employee - The term "employee" as used in this Agreement shall mean all employees included in the bargaining unit. Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

2.2 Bargaining Unit - The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of September 20, 1967, as amended February 26, 1988, and July 10, 1995, certifying CEP, and any amendments thereto as mutually agreed by the Parties, or as specified in Article 16.

The Board's decision reads in part as follows:

"All employees of CTV Television Inc. in its News, Features and Information Programming Department (News Bureaus in Canada), excluding:

- officers
- managers
- supervisors
- producers
- directors
- reporters
- editorial staff
- announcers
- office and clerical employees"

2.3 Employee Categories

(a) A temporary employee may be hired to temporarily relieve a full-time employee while that employee is taking:

- Vacation leave
- Maternity leave
- Paternity leave
- Sick leave
- Training courses.

A temporary employee will not be used in order to:

- lay off a full-time employee, or to avoid the recall from layoff of a full-time employee.
- avoid hiring a full-time employee.
- displace a full-time employee in any way.

A temporary employee will work a 40-hour work week and will be used no more than sixteen (16) weeks within any calendar year; such weeks need not be consecutive. A temporary employee is eligible to work overtime only when that overtime occurs as a direct result of the particular function which the temporary employee is performing. The Company agrees to pay temporary employees in accordance with the minimum provisions of the Wage Schedule in Article 16, but the benefits provided for in Article 10 and the seniority provisions of Article 8 shall not apply to temporary employees.

- (b) A part-time employee is defined as one who is hired on a regular basis for not more than twenty-four (24) hours in a week; provided that, if he works more than twenty-four (24) hours in a week he shall be considered a full-time employee. It is understood that the Company shall not hire part-time employees to replace existing full-time employees to obviate the need for additional full-time employees and the Company agrees to pay part-time employees in accordance with the minimum provisions of the Wage Schedule in Article 16, but the benefits provided for in Article 10 and the seniority provisions of Article 8 shall not apply to part-time employees.

Part-time employees shall not be used unless all full-time employees in the functional group and all other qualified members of the bargaining unit have declined overtime.

- (c) A part-time employee shall be subject to a minimum call-in of four **(4)** consecutive hours.
- (d) The term "probationary employee" shall mean and include those employees employed during the first three (3) months of continuous service with the Company, provided that the Company may at its sole discretion extend the probationary period a further three (3) months upon prior written notification to the employee and to the Union, or terminate employment; such written notification to include a performance evaluation.

ARTICLE 3

Management Rights

3.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, re-classify and suspend employees; and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been disciplined, discharged or **suspended** without just and sufficient cause, may be the subject of a grievance and dealt with as hereinafter provided.

3.2 The Union acknowledges the right of the Company to operate and manage its business, control its properties and maintain order on its premises in **all** respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgement and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing from time to time, control over all operations, buildings, machinery, equipment and employees, are solely and exclusively the responsibilities of the Company.

3.3 The Union further acknowledges that the Company has the right to make, alter and enforce, from time to time, certain Company rules and regulations to be observed by the employees, but before making any new rules and regulations, the Company will discuss any new rules and regulations with the Union.

3.4 The rights referred to in Paragraph 3.2 and 3.3 above shall be exercised subject to seniority rules, qualifications and grievance procedure, in accordance with the provisions of this Agreement.

ARTICLE 4

Union Rights

4.1 Membership and Dues - All employees of the Company as of August 12, 1968, who may be members of the Union as of that date, may, at their discretion, continue to remain members in good standing.

4.1.1 No person shall be required as a condition of employment to become or remain a member of the Union and no statement to the contrary shall be made.

4.1.2 During the term of this Agreement the Company agrees to deduct from each pay, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The

present rate of deduction is equal to one and two-thirds per cent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.

4.1.3 The Company shall remit the monies so deducted to the Union not later than the fifteenth (15th) day of the following month. The Company shall provide the Union with a monthly computer printout detailing the employee name, base earnings, amount of dues deducted on base earnings, additional earnings (if any) and the amount of dues deducted on additional earnings (if any).

The Company shall also provide the Union with the following information on a diskette provided by the Union in the specified ASCII format within thirty (30) days after the signing of this Agreement:

- 1) Employee name and home address
- 2) Sex
- 3) Classification, title and salary

Within sixty (60) days of a change in any or all of this information, the Company shall provide the Union with an updated diskette.

4.1.4 Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to CEP for the calendar year in question on the T-4 and TP-4 income tax slips issued to employees.

4.2 Notices to Union - The Company shall mail to the Union office, and deliver to the President of Local 720-M one copy of each of the following:

- (a) Within ten (10) calendar days notice of hiring, dismissal, promotion, demotion or transfer of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, report and reply as contained within Article 7, suspension or any disciplinary action placed on an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, a copy of seniority records and wage information for negotiating purposes.

4.2.1 A new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating his rate of pay, classification and any other special commitments agreed to by the Company.

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 card of identification for the representative entitling him to 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 boards of announcements regarding elections, meetings, negotiating developments and the internal affairs of the Union, provided such notices are authorized by the Management; such authorization will not be unreasonably withheld.

4.5 Leave For Union Activities - Leave without pay will be granted to no more than two (2) employees from Local 720-M at any one time (exceeded only at the Company's discretion) in order to:

- (a) Attend Executive Council Meetings, Labour Conventions, Courses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance, and each such leave shall not be more than seven (7) days, (exceeded only at the Company's discretion.)
- (b) Accept an elective position with the Union or an official labour body for a period not exceeding four (4) years, or an appointive position for a period not exceeding one (1) year. Any additional yearly periods will be granted by the Company on receipt of a written request from the employee and the President of the Union.

- (c) Leave provided for in Article 4.5(b) shall not constitute a break in continuity of service in the computation of seniority; and with respect to Article 4.5(a), shall not constitute a break in the continuity of service, in the computation of seniority or other benefits under this Agreement.

4.5.1 Upon request by the Union the Company agrees to release without **loss** of pay at the basic rate or leave credits, two (2) employees named by the Union in order to attend grievance meetings with the Company as provided in Article 6 but any time spent in such meetings shall not be considered for the purpose of determining overtime pay, if the meetings extend beyond a normal tour.

4.5.2 Upon request by the Union the Company agrees to release without **loss** of pay at the basic rate or leave credits, two (2) employees named by the Union in order to attend negotiation meetings with the Company. Any time spent in such meetings shall not be considered for the purpose of determining overtime pay if the meetings extend beyond the normal tour. It is further understood that the employees will be completely released from duty for the entire day or days of such meetings and will not be required to perform any work on such days.

Additionally, the two (2) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation union meeting. The Union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

4.6 Non-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.

4.7 Employees shall continue to enjoy equal rights under this Agreement regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which pardon has been granted.

ARTICLE 5

No Strike, Lockouts or Strike-breaking

5.1 The Union will not cause, nor will any member of the Union take part in a slowdown or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

5.2 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, except in the pursuit of actuality

news coverage nor to originate a program or programs including news, specials, and public affairs programming, not normally fed to such facility due to the network's contractual commitments with its affiliated stations. The Company will not require members of the bargaining unit to perform the duties of any other employee who is engaged in a lawful strike.

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 his personal grievance to his employer 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 the adjustment and settlement thereof:

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the office of the President or his designee within ten (10) working days of the arising of such

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

Step 2: The grievance shall be discussed with the President or his designee and the Local Grievance Committee consisting of not more than two (2) members. Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10) days of the request for a meeting. Minutes of such meetings shall be kept and read and signed by both Parties at the close thereof.

Step 3: If the grievance is not recorded as settled within ten (10) days after the meeting described in Step 2, the dispute shall be referred to the President of the Company or his designee and the Union office for further discussion and consideration.

Step 4: In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The Parties requesting arbitration shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the Parties are unable to agree on an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of a 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 or to award costs against either Party but he shall have the power to direct, if he thinks proper, that any employee who has been suspended, discharged or otherwise disciplined without proper cause, shall be reinstated with pay or part pay and with any other benefit or part thereof under this Agreement which may have been lost. The arbitrator may direct, whenever he deems it advisable, that some other penalty or other disciplinary action be substituted.

6.5 If either of the Parties to this Agreement considers that this Agreement is being misinterpreted or violated in any respect by the other Party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled either Party may refer the matter to arbitration as provided in Step 4 of Article 6.3.

6.6 Time Limits - Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, Holidays as listed in Article 12.1, and may be extended by mutual consent.

6.7 Employees shall suffer no **loss** of pay or other benefits while attending grievance meetings with the Company.

ARTICLE 7

Reports On Performance

7.1 An employee shall be notified in writing of any expression of dissatisfaction concerning his work within ten (10) working days of cause for dissatisfaction becoming known to his Supervisor. He shall be furnished with a copy of any complaint or accusation which may be detrimental to his advancement or standing within the Company immediately the complaint or accusation is made. If this procedure is not followed such expression of dissatisfaction shall not become part of his record for use against him at any time in any proceeding.

7.2 The employee's reply to such complaint or accusation, if received within ten (10) working days after he has received the notice referred to in Article 7.1 above, shall become part of his record for use by him at any time in any proceeding.

7.3 Expressions of dissatisfaction while an employee is on probation shall not be considered a part of his record for use against him, after his probationary period has been served.

7.4 The Company agrees to undertake a review of the performance of the employee at the end of six (6) months for any expression of dissatisfaction, complaint, or a suspension. As a result of this review where the Company has established that the employee has taken the necessary measures to improve his performance since the incident, the Company shall inform the employee in writing in that connection with a copy provided for his status and pay file.

7.5 The record of an employee will not be used against him at any time when twenty-four **(24)** months have elapsed since a suspension, or since the issuance of a letter of dissatisfaction or complaint. Further, any reference to such letters or suspensions shall be removed from all files.

7.6 Where an expression of dissatisfaction is found to be unjustified, all references to such expression shall be removed from the employee's record and destroyed.

7.7 An employee shall have access to his personnel file if and when he is at the location where the records are maintained, or once annually when the department head or his delegate shall visit the Bureau for the purpose of Company business and/or performance reviews. But in no event shall the Company bear the expense of transporting employees for the sole purpose of inspecting their personnel records.

7.8 An employee shall have the right to take a Local Union Officer with him to any disciplinary meeting involving his supervisor or management personnel.

7.9 Time limits under this Article will not include absences from the workplace caused by sick leave, vacation leave, or leave of absence.

ARTICLE 8

Seniority Rights

8.1 Company Seniority - Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service, and shall relate within each functional group only to the choice of vacation periods, and the earning of leave credits. Seniority credit shall continue while any employee is on leave granted by the Company.

8.2 Unit Seniority - Unit seniority shall be measured by the length of continuous service within the bargaining unit.

8.3 Promotions and Transfers - The employee with the most unit seniority shall, if he meets the qualifications set for the position by the Company, be promoted to fill a vacancy in a higher classification. Nothing in this Article precludes the Company from hiring applicants from outside sources where no present employee applies and is accepted. Vacancies shall be posted for a minimum of seven (7) days prior to advertising outside.

In no event shall the Company be required to offer promotions and transfers within one division to employees from the other divisions.

8.3.1 Without his consent, no employee shall be transferred or assigned to another functional group whose job content is substantially different from that of his regular functional group.

8.3.2 No individual employee offered a promotion shall be in any way penalized for refusing to accept such a promotion.

8.3.3 An employee promoted to fill a vacancy in either a higher functional group or a higher classification in the same group shall be on trial in such a classification for a period of three (3) months. The Company may at any time during the trial period return the employee to his former position without any **loss** of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that his promotion has been made permanent. Nothing in this Article will impair the Company's right as set out in Article 3 of this Agreement.

8.3.4 Employees required to perform in a functional group different from their regular functional group for which they have not received adequate training will not be penalized for errors committed during such performance, which errors are related to the lack of adequate training.

8.3.5 Employees may, by mutual agreement, train in job classifications other than their own.

8.4 Dismissal, Demotion or Suspension - The discharge, demotion or the suspension of an employee shall be for just and sufficient cause.

8.4.1 The employee shall be informed of the Company's decision to discharge, demote or suspend him by previous notice in writing and not otherwise.

8.4.2 The decision set forth in such notice may be subject to the grievance procedure as set out in Article 6 of this Agreement, except for those employees that may be discharged during their probationary period.

8.4.3 The Company will not take disciplinary measures against an employee, such as letters of reprimand, suspension or dismissal, unless he has been notified in writing within ten (10) working days following the supervisor becoming aware of the incident of which the employee has been accused, and a period of thirty (30) working days following such notification has elapsed *in* order for the employee to give a written reply. Such reply shall become a part of the employee's file.

8.4.4 An employee who is discharged for other than gross misconduct, shall be given two (2) weeks' **pay** in lieu of further notice.

8.5 Layoffs - The Company shall advise the Union and the employee(s) concerned at least eight (8) weeks in advance of proposed layoffs.

8.5.1 When layoffs of employees are to be made, the Company shall determine what jobs are to be abolished and the number of employees to be laid off. Where employees are to **be** laid off, such layoffs shall proceed in inverse order of unit seniority within the functional group, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.

8.5.2 An employee about to be laid off from one functional group and who has the occupational qualifications for another functional group, may apply his unit seniority and transfer laterally or revert to such another group.

8.5.3 While an employee is laid off the Company shall pay one hundred percent (100%) of all the costs of the employee's medical and insurance benefits as contained in Article 10.3 for a period of six (6) months, or until the laid-off employee receives such benefits from securing full-time employment elsewhere, whichever comes first.

8.5.4 An employee about to be laid off from one functional group who has the unit seniority, and who may be trained in a reasonable length of time to perform duties in another functional group, shall be trained during the period of the layoff notice and he shall then revert to that group if he meets the qualifications for the position.

8.5.5 An employee who has reverted through layoff to another group and whose basic salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red circled) until such time as the salary in the lower rated job surpasses the employee's frozen salary and then such employee will proceed in the scale in accordance with Article 16.

8.6 Re-call From Layoff - When vacancies occur in a functional group in the twelve-month period following a layoff in that group, the Company agrees to rehire, in the order of unit seniority, those employees who were laid off. The

Company agrees to notify the employees concerned by registered mail, and the employees must give their decision in writing within fourteen (14) days. Employees re-engaged under this provision shall be credited with their seniority at the time of being laid off, plus seniority equivalent to the period of the layoff.

8.6.1 An employee who has reverted or transferred to another functional group due to the operation of Articles 8.5.2 and 8.5.4 shall be entitled to the same rights in the filling of vacancies in his former functional group as are permitted under Article 8.6 to laid-off employees.

ARTICLE 9

Jurisdiction, New Devices and Methods

9.1 Jurisdiction - The Union agrees to the continuance of the company policy of assigning duties to employees (as defined in Article 2.1 of this Agreement) relating to the preparation, audition, rehearsal and transmission of programming.

9.1.1 The Company agrees not to assign to persons outside the bargaining unit duties now performed by members of the bargaining unit. However, in the case of News Bureaus, the Company may at its discretion contract personnel from outside the bargaining unit due to the exigencies of news coverage. The Company agrees that it will not hire outside contractors for the purpose of eliminating or displacing full-time employees or to avoid the re-call of employees who are laid off and available for assignment within the first

twelve months of the layoff or to avoid the payment of overtime. Further, it is agreed that the following work practices by supervisors or other persons outside the bargaining unit defined in Article 2.2 are recognized by the Union, and the Company shall not be required to alter such practices:

- (a) Manufacturers' or distributors' engineers or technical representatives engaged in installing, assembling, modifying, setting up, testing or repairing technical equipment.
- (b) Operations Supervisors within the Operations Department using technical equipment over which they have direct supervisory or maintenance authority.
- (c) The Vice-president Operations, the Director of Engineering, the Director of Operations, the Manager of Outside Broadcasting and Special Projects as well as three (3) Technical Supervisors (Agincourt, Ottawa, Yonge Street) may operate technical equipment for the purpose of testing, or evaluating such equipment, or for the evaluation of technical program quality.
- (d) In the case of the News Bureaus, non-CEP staff personnel may operate equipment set aside for their use and/or ENG/EFP equipment ordinarily operated by persons within the Union for the purposes of screening news material, logging and selecting for archiving, but shall not perform the function of recording or editing material intended for broadcast, or archiving.

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- (e) In the case of News Bureaus and/or news remotes, it is recognized as a matter of past practice that the Manager of Outside Broadcasts and all Technical Supervisors have assisted in the technical and operational set-up of remote broadcasts and/or ENG/EFP camera, edit and feed equipment. It is not the intention of the Parties to alter the present practice in this respect.
 - (f) In Toronto, the feeding, recording and editing of all news material may be carried out by qualified members of either division. This will not result in a reduction of work or in a reduction in the number of employees within the operations division working in News Editing. Distribution of all other material to the network [other than news material contained within this sub-clause] will remain the responsibility of the operations and engineering departments.
 - (g) In Toronto “contract personnel” as referred to in Article 9.1.1 may also mean Local 79 CEP bargaining unit ENG Camerapersons, Senior Camerapersons, Supervising ENG Camerapersons from CFTO-TV. The Company agrees it will not hire/assign/utilize these “contract personnel” for the purpose of eliminating or displacing full-time employees or to avoid the recall of employees who are laid off and available for assignment within the first 12 months of the layoff or to avoid the payment of overtime.

9.1.2 Every recording produced by the Company which has had CEP personnel involvement, shall have the CEP seal legibly exhibited on the Slate, as well as the recording container.

9.2 New Devices and Methods - 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 being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth if such employees are qualified to operate and maintain such equipment subject to the jurisdictional qualifications contained in Article 9.1.

9.2.1 It is agreed that CTV has the right to introduce and use new or modified equipment, machinery, apparatus, process, methods and/or types of equipment. The Company will give full consideration to giving training opportunities to employees in the bargaining unit for the operation of any new equipment.

9.2.2 The Company agrees that no employee on payroll as of August 13, 1991 will be dismissed, laid off or downgraded because of the introduction and use of such new or modified equipment, machinery, apparatus, processes, methods and/or types of equipment.

9.2.3 Technological Change - Should layoffs result from technological change with respect to employees other than

those protected by Article 9.2.2, and as distinguished from changes in programming, the Company shall:

- (a) Give the Union and the employees as much advance notice **as** is practicable, but not less than five (5) months' notification of such layoffs or five (5) months' pay in lieu of said notice, plus benefits as outlined in Article 10.3 for the same period. Also, the employee shall receive severance pay, as outlined in Article 10.7.
- (b) The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the Parties shall arrange **a** meeting or meetings, for the purpose of conducting discussions to assure that any hardship to the employees affected shall be minimized; this shall be done by providing, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the Parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off at **a** mutually agreeable time, during their normal work week, without loss in salary, to be interviewed for positions outside the Company.

9.2.4 It is agreed that an employee who is to be laid off due to technological change has the right to invoke his seniority and bumping rights **as** contained within the Collective Agreement.

ARTICLE 10

Employee Benefits

10.1 Short Term Disability - In cases of absence due to injury or illness, the employer will grant sick leave with pay up to a maximum of one hundred and eighty-two (182) days. The Company may require a doctor's certificate if an employee is absent more than three (3) consecutive days. The Company may require the employee to authorize a release form giving permission for the Company physician to consult with the employee's physician. The release form does not give the Company access to the employee's personal information. The Company may also request the assistance of CTV's health care provider, Liberty Health, for long-term illnesses.

10.1.1 In the event that an employee is unable to report to work due to illness, he shall notify his immediate supervisor or the department head as quickly as possible and shall record the number of days absent on his weekly time sheet.

10.2 Maternity and Parental Leave - Every full-time employee with six (6) months or more of Company seniority, upon providing the Company with a certificate from a qualified medical practitioner, certifying that she is pregnant, will be entitled to up to fifty-two weeks (52) of leave of absence made up as follows:

1. Up to seventeen (17) weeks of maternity leave.
2. Up to thirty-seven (37) weeks for parental leave which may be taken any time in the fifty-two (52) week

period beginning on the date of the birth of a child or the day the child comes into the employee's care.

3. In the case of an adoption, the thirty-seven (37) weeks parental leave is available within the fifty-two (52) week period the child comes into the employee's care.

The employee shall give the Company four (4) weeks notice of his/her intention to take maternity or parental leave.

Upon going on maternity leave eight (8) weeks of the above leave of absence **shall** be paid for by the Company on the following basis:

1. Two (2) weeks of pre-natal pay at their basic rate of pay
2. Six (6) weeks of post-natal pay at their basic rate of pay, to be paid over three pay periods upon return to work on a regular full-time basis. Should an employee voluntarily terminate employment within six (6) months following the return to work, the postnatal pay must be reimbursed.

An employee on Maternity Leave will continue to accrue vacation time and is eligible to take that time as unpaid vacation leave, which must be taken at the end of the Maternity Leave. During this leave of absence the Company will pay 100% of the premiums for Extended Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment. The employee will be responsible for paying 100% of the Long Term Disability premiums. The employee will also have the option of continuing the pension plan contribution.

10.2.1 An employee who intends to take parental leave is entitled upon written request to be informed in writing of every employment promotion, or training opportunity that arises during this absence.

10.2.2 An employee who takes parental leave or maternity leave, shall upon conclusion of such leave be reinstated in the same position and at the same rate of pay which he held prior to taking such leave.

10.3 Medical and Group Insurance- The Company shall continue to share the cost of the following Plans covering the employee, his/her spouse and children and to keep these Plans referred to hereafter in force and not reduce any of the benefits contained herein during the life of this Agreement without the approval and agreement to the Union:

Plan Premiums	Employee Portion	Employer Portion
Basic Group Life Insurance	20%	80%
Accidental Death and Dismemberment	20%	80%
Dependant Life Insurance	20%	80%
Long Term Disability	100%	nil
Short Term Disability	nil	100%
Semi-Private Hospital Benefits	20%	80%
Extended Health Care Benefits	20%	80%

Dental Care Insurance	20%	80%
Vision Care Plan	20%	80%

- (a) "Spouse" as used in this Agreement shall include a person to whom the employee is legally married or one with whom the employee has cohabited for at least twelve (12) months. "Children" as used in this Agreement shall include the children of the person with whom the employee **has** cohabited for at least twelve (12) months.

10.4 Pension Plan - The Company agrees that it will maintain the Pension Plan on terms no less favourable to the employees and at no higher rates to participating members of the bargaining unit than those which were agreed upon under the terms of this Collective Agreement. At the same time the Parties agree that improvements in the Pension Plan are desirable and will continue discussions to that end during the term of this Agreement, and the Company will provide all pertinent information necessary to facilitate such discussions, but nothing herein contained shall compel either party to institute or to accept any changes.

10.5 Special Leave

- (a) When an employee is required to be absent due to a death in his immediate family, i.e., legal guardian, father, mother, brother, sister, mother-in-law, father-in-law, and grandparents he shall be granted

compassionate leave of absence with pay up to three (3) days, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.

- (b) When an employee is required to be absent due to a death in his immediate family, i.e., spouse, same sex partner, child or step-child he shall be granted compassionate leave of absence with pay up to five (5) days, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.
- (c) When an employee is required to be absent due to a death with respect to his brother in-law, sister-in-law, aunts, and uncles he shall be granted compassionate leave of absence with pay for one (1) day, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.
- (d) Compassionate leave of absence with pay up to three (3) days shall be granted with respect to any relative, permanently residing in the employee's household, or with whom the employee resides.
- (e) The Company agrees not to change its past practice relating to the granting of compassionate and bereavement leave.

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

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, he shall apply in writing to the Company stating the reason for such leave. Permission to grant an employee's request for such leave will be at the sole discretion of the Company. An employee on leave without pay may be subject to dismissal if he accepts employment from any source, except as provided in Article 4.5. No employee shall suffer loss of seniority or other benefits as a result of such leave.

10.6 Jury and Witness Duty- Employees called to serve on juries, or to obey a subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such calls, provided the employee returns to work if he is released from jury prior to 12:00 noon. An employee serving on a jury or obeying a subpoena will not be assigned to work on evenings or weekends during such service.

10.7 Severance Pay - Severance pay shall be paid to an employee dismissed or released through no fault of his own. Such severance shall be paid at the rate of three (3) weeks' salary for each completed year of service up to a maximum of fifty-two (52) weeks' salary. In any event, a minimum of four (4) weeks' salary shall be paid, With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

10.8 Existing Benefits - The Company recognizes that as of February 26, 1988, employees in the bargaining unit have enjoyed certain benefits and the Company agrees not to alter or change these benefits in such a manner as to be discriminatory.

ARTICLE 11

Transportation and Travel Expenses

11.1 Travelling Expenses - The Company agrees to reimburse each employee for all authorized travel 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 where travel is approved by the Department Head.

11.1.1 When an employee on authorized Company business is involved in an accident resulting in damage to his car 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 five hundred dollars (\$500.00).

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

11.1.3 When employees are required to end a tour of duty due to unscheduled overtime at a time when public trans-

portation is not available, taxi fare will be provided when required by the employee, except for those News employees who have agreed to supply their vehicles for Company business.

11.1.4 News Mileage - In the case of News, both the Union and the Company recognize what has been common practice in the Bureaus whereby the Camera Operator provides his personal vehicle to transport ENG equipment and News personnel to and from assignments. To those employees who agree to supply their vehicles to CTV on a regular basis, the Company shall:

- (a) Provide one hundred percent (100%) of the cost of Bureau parking for one vehicle per crew (where free parking is unavailable), plus parking fees while on assignment;
- (b) Reimburse employees for approved mileage based on the cents per kilometre rate, for Ontario, as published by the Treasury Board of Canada, January 1st of each year. The rate for 2007 is 48.5 cents per kilometre.
- (c) Where employees agree to use their vehicle on a regular basis, they shall receive a minimum credit of one thousand (1,000) kilometers payment each month;
- (d) Where employees agree to use the vehicle on a regular basis, they are required to carry business insurance. The Company will pay the difference between business and pleasure insurance, to a

maximum of five hundred dollars (\$500.00) per year upon the submission of a copy of the insurance statement and receipt.

11.1.5 Use of Company Vehicles - The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company when it requests an employee to drive such vehicle.

- (a) The Union agrees that the Company may purchase and review driver abstracts for those employees who are required to drive Company vehicles as part of their job.
- (b) Employees who drive Company vehicles shall report all incidents of suspended licenses to the Company.
- (c) The Company may require employees who drive Company vehicles to participate in driver training provided *it* pays for such training which shall be scheduled on working time.
- (d) Employees must exhibit a valid driver's license annually.
- (e) Where the requirement to drive a Company vehicle is a condition of employment the Company reserves the right to assign an employee other duties where the employee has been unable to maintain a valid license.

- (f) The Company reserves the right pursuant to Article 3 to exercise its rights to discipline an employee where it has just cause to do so.
- (g) Non-employees other than those covered by Company insurance may not ride in Company vehicles without prior written approval.
- (h) When requested by the Company to provide transportation for specific individuals for Company purposes Corporate Insurance coverage will apply.

11.2 Definition of Location and Location Expenses -

For the purposes of this Agreement, the following definition of "location" shall apply:

- (a) "Local" location shall be considered within a forty (40) kilometer radius of City Hall, and the major airport servicing each city.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

11.2.1 The Company shall pay a per diem allowance to employees while on out-of-town assignments or in the case of employees who are on assignment at a location within their local area designated as a "locked-in" location (e.g. budget lock-up). Claims will not be calculated on fractions of a day, but rather shall be reimbursed for any or all meal periods while out of town, according to the following schedule:

In Canada	(CDN)	US & Other (US)
Breakfast	\$12.00	\$12.00
Lunch	\$20.00	\$20.00
Dinner	\$30.00	\$33.00
	\$62.00	\$65.00
"Subsequent	\$15.00	\$16.00

NB: Subsequent amount shall not be treated as a taxable benefit

It is understood that meal allowances shall not be paid when the Company supplies an appropriate meal provided that;

- i) The employee is provided with a suitable hot meal, including a selection of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations.
- ii) Where a meal period is not provided a missed meal payment shall be claimed by the employee at the appropriate rate in accordance with Article 14.2 (First Meal) and Article 14.3 (Second Meal).

The per diem amounts may be reduced up to the amount of meal allowance involved (i.e. breakfast, lunch, dinner) in accordance with this Article. A reduction of per diems will not apply when only light items are available.

11.2.2 Employees on "out-of-town" assignments who require overnight accommodation shall receive single

occupancy first class accommodation at Company expense when available at the location concerned.

First class accommodation shall be determined by AAA or CAA published standards.

11.2.3 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 allowance.
- (b) The cost of taxis and limousine service between residence and station or Bureau or airport at point of departure and return, and between station or airport and hotel, at point of destination, between job site and hotel and return.
- (c) The cost of vehicles for the transport of equipment.
- (d) The reasonable cost of extra assistance in handling equipment.
- (e) For News Bureau employees, a five (5) minute call to home base shall be provided on a daily basis when on assignment within North America.

Outside North America a News employee shall be provided a five (5) minute call home on the first day and a five (5) minute call home each third (3rd) day thereafter. All calls are to be charged to the company supplied telephone credit card wherever possible, not on hotel room bills.

- (f) The cost of laundry on assignments of five (5) days or more, or when an assignment *is* extended after the employee leaves his home base.
- (g) The Company agrees to insure News Bureau employees covered under the terms of this Agreement against accidental death or dismemberment in the amount of \$400,000 while travelling in a war zone or civil insurrection area. In addition, and in the event of an employee's death on such assignment the Company shall bear the cost of transporting the remains of an employee and the cost of burial not to exceed \$20,000.
- (h) All costs of obtaining required travel documents, i.e., passports, photographs, visas, inoculations, etc., shall be borne by the Company. As a condition of employment, it is the responsibility of each News Bureau employee to maintain current and valid travel documents.
- (i) At its discretion, for purposes of business travel, the Company may provide employees with selected corporate credit cards. Personal charges on company accounts are not allowed. Abuse will result in forfeiture.
- (j) The Company shall return an employee to home base at Company expense when a medical or family emergency occurs while on assignment, either to the employee, or his family. Any additional medical costs above the employee's insurance coverage for emer-

gency treatments while on assignment shall be borne by the Company.

- (k) In the event an employee is sent on an out-of-town assignment without the opportunity of packing the appropriate wardrobe, and with the prior approval of the Company and upon submission of proper receipts, the Company shall reimburse the employee for reasonable clothing expenses.
- (l) All News Bureau air travel will be economy class, except on flights which exceed six (6) hours in duration when business class may apply at the discretion of news management. On economy class flights in excess of six (6) hours, employees shall have the option of storing their equipment in the baggage compartment of the aircraft.
- (m) Where employees are assigned to an out-of-town location for a duration of ten (10) days or longer, at its discretion the Company may choose to provide accommodation at an apartment or "housekeeping" hotel. Such arrangements will be made in consultation with the employee, and matters such as the transport of personal effects and the ability to maintain personal business while away from home shall be accommodated in a reasonable manner. Article 11.3 (d) will not apply during such an assignment.
- (n) News Bureau employees who are required to travel shall be provided an advance to cover expenses during their assignments according to the then current corporate practice. All expenses must be submitted

on the appropriate Company claim form, accompanied by original receipts only, as soon as possible after returning to home base, but not longer than thirty (30) days depending on circumstances.

- (o) News Bureau employees who accept a transfer from one city to another shall do so under the terms of the existing CTV News moving policy, which shall include the cost of real estate fees and a repayment schedule should the individual cease employment with the Company on his own choice. Note: It is not CTV News policy to pay the moving expenses of first time, new employees.

11.2.4 It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time, and that an accounting of any such expenditures with receipts, will be submitted for approval within five (5) working days of an employee's return to home base.

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. Such time will be computed:

- (a) From two (2) hours prior to the scheduled time of the carrier's departure, when the employee leaves from his home for travel by common carrier.
- (b) From the assigned hour of departure from his home when the employee travels by automobile direct to the assignment.

- (c) From the time he leaves his normal place of employment when the employee reports there before proceeding to travel.
- (d) From the assigned hour of departure from his 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 his normal place of employment, he shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

ARTICLE 12

Holidays and Annual Vacation

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

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

Plus any day duly proclaimed by the Federal Government as a public holiday.

In the case of News Bureaus other than in Ontario, an employee shall be guaranteed a total of nine (9) public, paid holidays even though his particular Province may designate days other than those specified above as official holidays.

- (a) In addition to the holidays listed above, three (3) additional holidays shall be granted each calendar year. Such holidays shall be taken at a time mutually convenient to the Company and the employee. In the case of new employees the additional holidays shall be credited after six (6) months Company seniority. The credited additional holidays shall be taken within the calendar year. Should the Federal Government declare Heritage Day as a legal holiday, then that day shall replace one of these floating holidays.
- (b) When one of the nine (9) holidays listed above falls on a Saturday or Sunday and the day following is proclaimed a holiday by the Federal or Provincial Authorities, the corresponding weekday(s) proclaimed shall be deemed to be the holiday(s) for the purposes of this Agreement.
- (c) When December 25th falls on a Saturday or Sunday and where December 26th and 27th are proclaimed as public holidays, the entitlement to holidays for the purposes of this Agreement shall be only December 25th and 26th.

- (d) When January 1st falls on a Saturday or Sunday and where the preceding Friday or following Monday is proclaimed as a public holiday, then the entitlement to the holiday for the purposes of this Agreement shall be only January 1st.

12.1.1 Employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, he shall be paid for eight (8) hours at his basic rate of pay.
- (b) If a holiday falls on an employee's scheduled day off or within his vacation, he shall receive one (1) additional day off either added to the vacation or granted at another time agreeable to both Parties.
- (c) If the holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one half (2½) times his basic rate (which amount shall include his normal basic pay) for all hours worked with a minimum credit of eight (8) hours and three (3) times his basic rate for all hours worked in excess of eight (8) hours.
- (d) If the holiday falls on a scheduled day off and the employee is required to work, he shall receive three (3) times his basic rate for all hours worked, with a minimum credit of eight (8) hours.
- (e) For any of the remaining holidays received in accordance with (b), (c), or (d) above, an employee may at

his option receive a day off at a mutually agreed time and this option shall be indicated on the time sheet for the week in which the holiday occurred. The payment received for each holiday as provided in (b), (c) or (d) above shall be reduced by eight (8) hours basic pay only for each day taken in lieu as provided herein. An employee leaving the employ of the Company shall receive unused credits provided herein by cheque.

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

12.2 Scheduling of Christmas and New Year's - Before December 1st of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employees' choice of days off shall be granted on the basis of Company seniority within the functional group and each employee, if he **so** requests shall be scheduled off on either Christmas Day or New Year's Day. An employee scheduled off on one of these days shall not be required to work beyond 6:00 p.m. on the eve of that holiday.

In the case of News Bureaus, the Company reserves the right to schedule Christmas and New Year's days off on a bureau-by-bureau basis. Company seniority shall apply only in those Bureaus with multiple crews.

12.3 Vacations and Annual Leave - Employees shall be entitled to an annual vacation with pay, or separation pay in lieu thereof, in accordance with the following table:

1. SERVICE Seniority as defined in Article 8. ■ at April 30 of each <u>year</u>	2. DURATION Duration of vacation in working days.	3. PAYMENT % of gross earnings since May 1st.
Less than 6 years	1¼ days per month (i.e., 15 days per year or 3 calendar weeks)	6%
6 years to 14 years	4 calendar weeks	8%
14 years to 23 years	5 calendar weeks	10%
23 years and over	6 calendar weeks	10%

12.3.1 In the event pay day(s) occur during an employee's vacation period, he shall, upon request, receive his pay prior to going on vacation. Except in the case of last minute vacation scheduling, requests for such advance must be received by the Department Head three (3) weeks in

advance to allow for appropriate computer programming changes.

12.3.2 Employees may take a day or two departmental leave, provided they have vacation leave to their credit subject to the departmental head's approval.

12.3.3 Employees may be allowed to waive their vacation period at the Company's discretion, and allow their vacation days to accumulate from year to year.

12.4 Scheduling Annual Leave - Vacation periods shall be scheduled between June 1st and September 30th. Vacations may **be** taken outside the vacation period when requested by the employee and agreed to by the Company.

(a) It is understood and agreed that an employee, at his option, need not take all vacation time owed at any one time subject to the provisions of Article 12.3.3.

12.4.1 On or prior to March 15th, employees shall be notified to advise the Company of their vacation preferences on **a** form prescribed by the Company. These forms must **be** completed and returned to the Company no later than April 1st.

12.4.2 Vacation schedules shall be posted no later than April 21st and preferences shall be given employees on the basis of Company seniority within the functional groups.

12.4.3 In the case of News Bureaus, due to the varying nature of news coverage, it is agreed that scheduling of

annual leave shall be a matter of discussion between the Company and individual employees on a bureau-by-bureau basis. Company seniority shall apply within functional groups only in those Bureaus with multiple crews.

ARTICLE 13

Hours and Scheduling of Work

13.1 Work Week - The work week shall consist of five (5) days of eight (8) consecutive hours each, commencing at 12:01 a.m. Monday. The hours of work shall be exclusive of the first meal period but inclusive of the second meal period and break periods.

13.1.1 The five (5) day work week referred to in Article 13.1 shall be computed as being averaged over four (4) weeks comprising twenty (20) working days (i.e., as encompassing two (2) pay periods).

13.1.2 Alternative Work Week - Notwithstanding Articles 13.1 and 13.1.1, an employee may be scheduled on a four (4) day work week consisting of a ten (10) hour tour of duty for each day in that work week. The standard work day provided for in Article 13.1 shall be ten (10) hours in such cases, exclusive of the first meal period but inclusive of all other meal periods and break periods. The third day off in the work week resulting from this Article shall be scheduled consecutive to the two (2) consecutive days off provided for in Article 13.2.

13.2 Days Off - There shall be two (2) consecutive days off for each work week which shall be referred to as "scheduled days off", and which may be given in the week adjacent to the week in which they were earned. The two (2) scheduled days off may be in separate work weeks, that is, Sunday and Monday. The Company shall continue to make an effort to schedule the two (2) scheduled days off on weekends as frequently **as** possible and in any event not less often than one weekend in every three.

13.2.1 The work days in any work week need not necessarily be consecutive, they may be separated by the two (2) consecutive days off.

13.2.2 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 shall be defined respectively as seventy-two (72) hours plus the turnaround period of twelve (12) hours for a total of eighty-four (84) hours and ninety-six (96) hours plus the turnaround period of twelve (12) hours for a total of one hundred and eight (108) hours.

13.2.3 When the two (2) scheduled days off are separated as provided in Article 13.2.5, there shall be eighty-four (84) hours between the end of the last tour before, and the beginning of the tour next following, such days off.

13.2.4 An extra day off is defined **as** twenty-four (24) hours only and may be scheduled consecutive to scheduled days off or separate from them.

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

13.3 Tour of Duty - A tour of duty or tour shall mean the scheduled, authorized and/or approved time worked by an employee during a day, not including call-back, with a minimum credit of eight (8) consecutive hours, provided that if the tour extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

13.4 Posting of Schedules - The weekly schedule clearly showing daily starting times, finishing times and days off, shall be posted no later than 1:00 p.m. on Friday two (2) weeks prior to the week in question. Further, News Bureau employees do not require meal periods to be scheduled and posted.

Once the weekly schedules have been posted the employee's days off for such posted schedule shall not be changed without the employee's consent. For purposes of scheduling in News Bureaus, it should be understood all times quoted in this Agreement are to be considered local time.

13.4.1 After this posting, there shall be no reduction in the number of hours scheduled, except that the posted number of hours may be reduced due to the vagaries of the news agenda until the end of the fourth (4th) hour of the tour in question. If such notice is not given, all additional hours originally scheduled and not worked will be paid at half time.

13.4.2 When an employee's daily schedule totals less than eight (8) hours, every effort will be made by the Company to provide notice of increased hours as soon as possible, given the vagaries of that day's news agenda. But, regardless of notice, all actual hours worked shall be reported on the weekly time sheet to be paid at whatever rate is applicable when the total number of hours worked is determined at the end of the week.

13.4.3 The provisions of Articles 13.4 and 13.5 with respect to scheduling of start and finish times or the changes thereof will not be applicable to News employees on out-of-town assignment. On those occasions, start and finish times shall be assigned as early as possible but not later than the end of the tour of duty on the day before for purposes of continuing the news assignment or returning to home base. If such notice is not given, the employee's tour of duty for the next day shall be deemed to commence at whatever time was originally posted.

13.5 Change of Schedule - Notice of change of starting time shall be given no later than 2:00 p.m. of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has verbally so informed the employee, provided that this shall not relieve the employee from checking his/her posted schedule as per Article 13.4. If the employee is off duty, the company will notify the employee verbally. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.

13.5.1 Due to the varying nature of news coverage, every effort will be made by the Company to contact News Bureau employees returning from a leave if the pre-arranged start time for the day of their return has been altered. Similarly, such employees should also endeavour to contact their immediate supervisor or the News desk by telephone to confirm the start time of the next day's tour of duty so as not to miss an assignment.

13.5.2 It is the responsibility of an employee to report to the Supervisor in charge of scheduling advising when he will be available for duty following absence due to illness. It is the Company's responsibility to then or subsequently inform the employee of any change in his schedule.

13.5.3 It is the intent of the foregoing to ensure that each employee shall be apprised of his daily work schedule at the earliest possible time.

13.6 Overtime Computation - Overtime shall be paid for all time worked or credited in excess of forty (40) hours in any week at the rate of one and one-half (1½) times an employee's straight time hourly wage. Should the hours of work exceed sixty (60) in a week, an employee shall receive two (2) times his basic hourly rate of pay for the sixty-first (61st) and all subsequent hours of work.

13.6.1 Payment for overtime shall be made not later than the last pay period of each calendar month. If an error in computation of overtime occurs, it shall be adjusted as soon as possible and in no event later than the next pay day.

13.6.2 No payment for overtime shall be made unless it is authorized either before or after by a Company Supervisor.

13.6.3 An employee may at his own discretion refuse to work overtime and shall not be penalized for **so** refusing. However, if employees refuse an overtime request, the Company may hire outside contractors to complete the assignment.

13.7 Work on a Scheduled Day Off - When an employee agrees to work on a scheduled day off, the rate shall be one and one-half (1½) times the normal rate with a minimum credit of eight (**8**) hours.

13.7.1 If an employee who has worked on one of two or more, consecutively scheduled days off, agrees to work on the second or subsequent such consecutively scheduled days off, he shall be paid for all hours worked on such second or subsequent day(s) off at twice (2X) the basic rate with a minimum credit of eight (8) hours.

13.7.2 All time worked in excess of eight (8) hours on a day off shall be paid at an additional one-half (½) the basic rate over the rates contained in Articles 13.7 and 13.7.1.

13.7.3 An employee may refuse work on a day *off* without being penalized in any way for such refusal.

If employees refuse work on a scheduled day off, the Company may hire outside contractors to complete the assignment.

13.7.4 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than four (4) hours prior to the end of the tour on the day prior to the days off or holiday in question. If such notice is not given, the employee shall receive four (4) hours' pay at the straight time rate, computed separately from the work week.

13.8 Turnaround Period- A turnaround period is a period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

13.8.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (%) the basic hourly rate as defined in Article 13.6 computed separately from the work week except as provided in Article 13.8.4.

13.8.2 In the event that a turnaround period is less than eight (8) hours in duration, an additional compensation of ten dollars (\$10.00) shall be paid to the employee.

13.8.3 In the event that a turnaround period is less than four (4) hours, the previous tour of duty shall be considered continuous and the scheduled tour of duty following shall be considered an extra day off paid at the basic hourly rate.

13.8.4 No payment shall be made for the following:

- (a) Encroachment on a swing-in shift (where the employees are on a regular rotating shift pattern) which

occurs in conjunction with an employee's regular scheduled days off;

- (b) Encroachment caused by an extension of a tour of duty due to absence to attend Union negotiations or grievance meetings.

13.9 Call-Back - Call-back is defined as those hours credited to an employee who, having worked and/or been credited with the total hours in his tour of duty (Article 13.3), is called back for further work.

13.9.1 If an employee is scheduled, assigned or notified of a call-back before or after the time he leaves his place of work on the day of the call-back, a minimum of four **(4)** hours shall be added to the tour.

13.9.2 An employee scheduled, assigned or notified of a call-back after having left his place of work on the day in question, and having completed the work assigned, shall be paid at whatever rate is in effect when the number of hours worked and/or credited is totalled at the end of the week.

13.9.3 An employee, at his own discretion, may refuse to work call-back as outlined in Article 13.9 and shall not be penalized for such refusal.

If employees refuse a call-back request, the Company may hire outside contractors to complete the assignment.

13.9.4 Should all qualified employees who could be reached refuse a call-back, the Company may direct the

required overtime to any qualified member of the bargaining unit, in inverse order of seniority.

13.10 Night Differential - All work performed between the hours of 12:00 midnight and 6:00 a.m. shall be compensated for at an additional fifteen per cent (15%) of the basic hourly rate computed separately from the work week for each hour, or portion of an hour worked between the said hours. Night differential shall not be deemed overtime or part of basic pay.

13.11 Temporary Upgrading - Should an employee be temporarily assigned to perform work in a higher classification than that to which he is permanently assigned, he shall be paid at the normal rate within the wage scale applicable to the higher classification, provided that the total hours of work in the higher classification exceed six (6) in any one week. This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. In no case shall upgrading result in any reduction of an employee's salary.

13.11.1 The provisions of Article 13.11 shall not apply when an employee temporarily relieves another employee in a higher classification for a meal period not exceeding one (1) hour in any one (1) tour of duty.

13.11.2 Notwithstanding Article 13.1.3, it is recognized by the Parties, that upon the agreement of the employee, he may be assigned on a temporary or occasional basis to a functional group that is substantially different from his

regular functional group in order to avoid payment for overtime for work on a first or second day off to other employees in the functional group to which he is so assigned, subject to the provisions of Article 13.11.

13.11.3 Employees temporarily assigned to perform the principal job functions of a higher classification in Management for four (4) hours or more, shall receive one dollar (\$1.00) per hour for each hour so assigned and they shall have none of the benefits or conditions of work under the Agreement impaired for the duration of such assignment.

13.11.4 At the time of assignment to a higher classification, an employee shall be verbally advised of his temporary upgrading and the rate of pay which may apply. This shall be confirmed in writing and noted on his daily assignment sheet.

13.12 Excessive Hours and Safety - The Company shall not repeatedly assign excessive hours of work to employees. All reasonable safety and precautionary measures shall be taken by the Company. The Company will continue to provide smocks and other protective clothing in accordance with its present practices. Employees will not be required to work alone in the building. The Company will give consideration to the capabilities and physical limitation of an employee in the assignment of work.

The Company shall make all reasonable efforts to ensure that all areas of operation are properly ventilated and that a reasonable circulation of air exists, and further that the

building's climate control system operates within a reasonable temperature range.

13.12.1 It is recognized that due to the nature of the Network News operation, Bureau employees may on occasion be assigned to cover events in a war zone. The Company agrees no such assignment shall be made without prior discussion with the employee or over an employee's objection.

13.13 With the mutual agreement of the employee and the Company, an individual may elect to receive time off in lieu of any overtime or credit for work performed on days off. Such time off shall be based on the actual rate of the penalty of premium time earned - e.g., eight (8) hours at one and one-half (1½) basic pay equals twelve (12) hours credit - and shall be in lieu of such payment. A maximum of eighty (80) hours may be accumulated at any time and shall be scheduled at a time mutually agreed upon by the employee and the Company, news assignments permitting. An employee may elect to liquidate the accrued time by cheque payment either upon leaving the Company or at the end of any of the Company's seasonal quarters, i.e., November 30, February 28, May 31, or August 31.

ARTICLE 14

Break and Meal Periods

14.1 Employees shall take two (2) reasonable break periods during a tour of duty at a time that will not interfere with their assignments.

14.2 First Meal Period - News Bureau employees shall receive in all tours of duty a first meal period of not less than thirty (30) minutes, nor more than sixty (60) minutes duration which shall be assigned or taken not earlier than the start of the third (3rd) hour and ending not later than the end of the sixth (6th) hour of such tour. When operationally feasible the meal will not be scheduled in the third hour of the tour. If such a meal period is not taken due to the exigencies of the assignment, then one-half ($\frac{1}{2}$) hour will be added to the end of the tour and be paid for at the appropriate rate.

14.3 Second Meal Period- News Bureau employees shall receive a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes duration in tours of duty of more than twelve (12) hours, to be paid at the prevailing subsequent meal rate, unless a meal is provided by the Company. This second meal period shall be assigned or taken beginning not earlier than the start of the ninth (9th) hour of the tour and end not later than the end of the thirteenth (13th) hour of the tour. If such a meal is not taken due to the exigencies of the assignment, then one-half ($\frac{1}{2}$) hour will be added to the end of the tour and be paid for at the appropriate rate.

14.4 Subsequent Meal Periods - A subsequent meal period of not less than sixty (60) minutes shall be scheduled or assigned within the fourth (4th) or fifth (5th) hour after the scheduled or assigned prior meal period. Fifteen dollars (\$15.00) shall be paid to compensate for the cost of each subsequent meal.

ARTICLE 15

General Wage Provisions

15.1 Employees shall be paid according to the wage schedule applicable to 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.

15.1.1 It is understood that recognition of industry experience and the granting of merit increases in salary are matters for the sole discretion of Company Management.

15.1.2 The salary scales set forth in Article 16 are minimum.

15.2 Progression **up** the salary scale 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 employment with the Company.

15.3 When an employee reaches the top of his salary scale his qualifications shall be reviewed by the Company to ascertain whether he is qualified for upgrading. The employee shall be advised of the findings of his review, in writing, not later than ninety (90) days prior to the end of the twelve (12) month period following the date he reached the top of his classification, and the Company's decision shall not be a subject for grievance.

15.4 When an employee is promoted, he shall be placed on an actual step of the wage scale applicable to his new job function that is not less than the sum of his former actual salary, including credits previously granted by the Company for merit or experience in the industry, plus one full increment in the wage scale of the category from which he is being promoted. One full increment is defined as the amount the employee would next have received in his former category.

15.5 Twice the net weekly salary (i.e., salary after a reasonable proportion of the total monthly deductions have been made) will be paid not later than 12:00 noon each second Friday. If a pay day occurs on one of an employee's days off, the employee's pay cheque shall be made available to him before he leaves work on his last working day prior to the pay day.

15.5.1 Time sheets shall not be altered so as to reduce the employee's pay claim without the Company informing the employee in writing with the reason, and alterations shall be subject to grievance. Copies of the weekly time sheets shall be provided with pay cheques indicating the overtime computations.

15.5.2 In order to ensure prompt payment, overtime computations and attendance records time sheets for each week shall be delivered to the Department Head or his designee by 12:00 noon by Tuesday. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.

15.6 An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee, (e.g., Act of God). For purposes of determining the amount of reduction the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter hour in which the employee reported for duty.

ARTICLE 16

Wage Scales and Classifications

16.1 Functional Groups - Functional groups shall be defined as follows:

- (a) Floor Director
- (b) Switcher/Director
- (c) ENG Camera Assistant/Editor
- (d) ENG Camera, Senior ENG Camera, ENG Technician, Senior ENG Technician
- (e) Senior ENG Editor

16.2 Wage Schedule - Groups for the purpose of wage classification shall be as follows:

Group 1: Floor Director

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Start	\$619	\$636	\$653	\$669
06 Months	\$634	\$651	\$669	\$686
12 Months	\$651	\$669	\$687	\$704
24 Months	\$681	\$700	\$719	\$737

Group 2: ENG Camera Assistant/Editor

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Start	\$886	\$910	\$935	\$958
06 Months	\$903	\$928	\$954	\$978
12 Months	\$922	\$947	\$973	\$997
24 Months	\$961	\$987	\$1014	\$1039
36 Months	\$1000	\$1028	\$1056	\$1082
48 Months	\$1040	\$1069	\$1098	\$1125
60 Months	\$1086	\$1116	\$1147	\$1176

Group 3: Senior ENG Editor, Switcher/Director

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Start	\$1008	\$1038	\$1064	\$1091
06 Months	\$1029	\$1057	\$1086	\$1113
12 Months	\$1050	\$1079	\$1109	\$1137
24 Months	\$1091	\$1121	\$1152	\$1181
36 Months	\$1137	\$1168	\$1200	\$1230
48 Months	\$1181	\$1213	\$1246	\$1277
60 Months	\$1228	\$1262	\$1297	\$1329

Group 4: ENG Camera Operator

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Start	\$1091	\$1121	\$1152	\$1181
12 Months	\$1137	\$1168	\$1200	\$1230
24 Months	\$1181	\$1213	\$1246	\$1277
36 Months	\$1228	\$1262	\$1297	\$1329
48 Months	\$1277	\$1312	\$1348	\$1382
60 Months	\$1328	\$1365	\$1403	\$1438

Group 4A: ENG Technician

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Start	\$1105	\$1135	\$1166	\$1195
12 Months	\$1155	\$1187	\$1220	\$1251
24 Months	\$1200	\$1233	\$1267	\$1299
36 Months	\$1245	\$1279	\$1314	\$1347
48 Months	\$1296	\$1332	\$1369	\$1403
60 Months	\$1347	\$1384	\$1422	\$1458

Group 5: Senior ENG Camera Operator, Senior ENG Technician

	Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Flat	\$1476	\$1517	\$1559	\$1598

16.3 Any crew member officially assigned to "standby" which shall mean having to carry a pager or cellular phone for a specified period of time on a scheduled day off, shall be compensated by the additional flat rate payment of forty dollars (\$40.00) per day. Should the employee be called into work from standby, compensation shall be paid at whatever rates are applicable.

ARTICLE 17

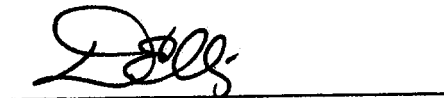
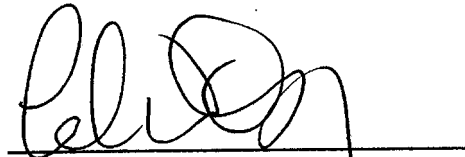
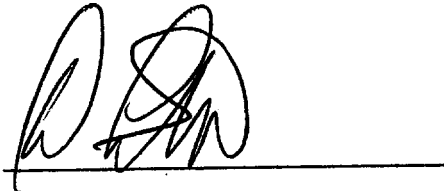
Duration of Agreement

17.1 This Agreement shall commence on the 1st day of January 2007 and remain in force until the 31st day of December 2010 and from year to year thereafter, unless either Party notifies the other by registered mail, not more than one hundred and fifty (150) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement or until seven (7) days after the Report of a Conciliation Board has been received by the Minister of Labour. If notice of desire to modify this Agreement is given as specified above, and the resultant negotiations extend beyond the expiry date of this Agreement all provisions of the new Agreement shall be retroactive to such expiry date.

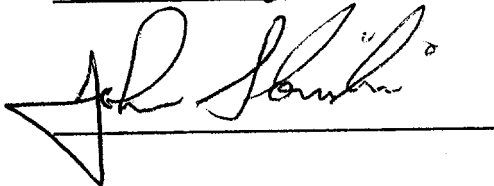
In witness whereof the Parties hereto have caused this Agreement and attached Letters to be executed by their duly authorized Representatives on this *28th* day of *November*, 2007.

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

CTV Television Inc.



Joanne MacDonald



Luz Perette

Letter of Agreement No. 1

During the process of collective bargaining the Parties have agreed to interpretations with regard to certain articles as listed herein:

Article 8.3.3

The word “may” as it appears in this Article is to be read in the directory rather than the permissive sense.

Article 13.6.4

In the case of late news feeds, the phrase “who can be reached” is deemed to also mean “and who can reasonably report at the time assigned.”

Letter of Agreement No. 2

Re: Pension

During the course of collective bargaining, the CTV Television Inc. and the Communications, Energy and Paperworkers Union of Canada have agreed to amend the existing Pension Plan as follows:

- (a) Retirement at age 60 with a bridge benefit; such benefit to be \$42.09 per month for each of up to 30 years of service and to continue until age 65;
- (b) Employees will no longer pay the additional 1% contribution (as negotiated in 1982) for the early retirement provision;
- (c) Upgrade career earnings benefits from 1989 earnings to 1992 earnings, effective as of July 1, 1996;

Upgrade career earnings benefits from 1992 earnings to 1993 earnings, effective as of July 1, 1997;
- (d) Interest rate refunds on the Plan shall be the same as the interest rates paid by the Canadian Imperial Bank of Commerce on its five-year term Guaranteed Investment Certificates.

Such interest rates will fluctuate with the average annual rate paid by the Canadian Imperial Bank of Commerce for its above-named certificates;

- (e) During any Long Term Disability claim, CTV will pay any and all premiums that the employee would have otherwise paid;
 - (f) During negotiations the Parties discussed a further upgrading of the career earnings benefits with a view to improve upon the "1993 earnings". This may be done if CTV feels that it is in a financial position to so do.
 - (g) Prior to July 1/04, July 1/05 and July 1/06 the parties will meet to discuss improvements to the Pension Plan.
-

Letter of Agreement No. 3

A number of bargaining unit employees have accumulated varying amounts of vacation time over the years.

In an effort to clear away these accumulated vacation credits in a fair manner, CTV and CEP agree as follows:

- 1) This letter applies only to unused vacation days which were accumulated prior to September 1, 1999 and which are in excess of fifteen (15) such days;
 - 2) Any such accumulated vacation days in excess of fifteen (15), shall be taken by the employee at a minimum rate of ten (10) days each vacation year, until all such days have been used up;
 - 3) Any such accumulated vacation days shall be taken by the employee throughout the year at a time which is mutually agreed upon by the employee and his scheduler;
 - 4) The Company and the Union shall meet in order to discuss the viability of employees opting to "cash out" a determinate number of these accumulated vacation days.
-

Letter of Agreement No. 4

During the course of negotiations for a new Collective Agreement, CTV proposed that it be able to rent out to bona fide third party clients available production facilities. CTV stated that it would make every possible effort to first encourage such bona fide third party clients to utilize exclusively CTV bargaining unit employees for this work. CEP agrees that, notwithstanding sub-article 9.1 of this Collective Agreement, the bona fide third party client may utilize his own bona fide employees to do this work by utilizing these facilities if CTV's encouragement to exclusively utilize bargaining unit members fails, and on the following basis only:

- 1) No member of the bargaining unit will be displaced or laid off as a result of the above-staged arrangement;
- 2) Such usage of a bona fide third party client's own bona fide employees shall not be used in any way that would circumvent the Union's exclusive jurisdictional rights as contained within this Collective Agreement;
- 3) Such usage of a bona fide third party client's own bona fide employees shall be for production purposes only and for non-CTV programs. These programs will not be aired on CTV Television Network;
- 4) There shall be no mixing of CTV CEP crews with the bona fide third party client's bona fide employees;
- 5) Such usage of a bona fide client's own bona fide employees shall not be used in any way that would

replace existing work done by members of the bargaining unit for CTV, or future work for CTV which would have been assigned to members of the bargaining unit, but for the usage of such client's own employees;

- 6) In order to track the usage of production facilities by bona fide third party clients and their bona fide employees, CTV agrees to provide to the CEP Local 720-**M** President in advance, a copy of the production requisition forms which will contain:
 - a) The name of the client
 - b) The name of the Production
 - c) The equipment requirement
 - d) The date and time of usage.
-

Letter of Agreement No. 5

Re: Alternative Work Week

During the process of negotiations for a new Collective Agreement, the Parties agreed to Article 13.1.2 (New) which provides for an alternate work week consisting of four **(4)** days at ten (10) hours each.

The following Articles of the Collective Agreement will therefore require amendment as they apply to this work week:

Article 12.1.1 (a-e) - Holidays
Change eight (8) hours to ten (10) hours.

Article 13.2 - Days Off
Change two (2) consecutive days to three (3) consecutive days.

Article 13.2.2 -
Change two (2) consecutive days to three (3) consecutive days.

Article 13.2.4 -
Change two (2) scheduled days off to three (3) scheduled days off.
Change 84 hours to 108 hours.

Article 13.2.6 -
Change two (2) scheduled days off to three (3) scheduled days *off*.

Article 13.3 - Tour of Duty

Change eight (8) consecutive hours to ten (10) consecutive hours.

Article 13.4.2 -

Change eight (8) hours to ten (10) hours.

Article 13.6 - Overtime Computation

Change eight (8) hours to ten (10) hours.

Article 13.7 -

Change eight (8) hours to ten (10) hours.

Article 13.7.1 -

Change eight (8) hours to ten (10) hours.

Article 13.7.2 -

Change eight (8) hours to ten (10) hours.

Letter of Agreement No. 6

Re: Seniority

During negotiations a question was raised regarding seniority application **as** it affects news bureau employees who transfer to a foreign bureau.

The Parties addressed this and other seniority matters as follows:

- 1) Certain foreign bureau employees as named within the separate letter signed by the Parties and dated June 3, 1992, accepted their postings on the understanding that their seniority would continue to accrue while working in a foreign bureau;

CEP agrees therefore that so long as these employees continuously work for CTV in a foreign bureau their seniority shall accrue;

- 2) In the future, a bargaining unit member who is posted to a CTV foreign bureau, shall have his seniority frozen on the date he leaves the bargaining unit. If the employee subsequently returns directly into a bargaining unit position, then this frozen seniority shall be reactivated at the time of his return;
- 3) The Parties have agreed to convert all Local 720 M Company seniority into bargaining unit seniority;

-
- 4) The above No. 3 conversion will not apply in order to obtain a cross division promotion, to bump across division lines, or to effect a layoff across division lines;
 - 5) The Parties have agreed that employees as named within the separate letter signed by the Parties and dated June 3, 1992, will be credited with seniority for the time served as Local 720-M members.
 - 6) The Parties have agreed to make changes within the Collective Agreement in order to reflect all of the above.
-

Letter of Agreement No. 7**Re: Training**

During the process of collective bargaining, the Parties agreed that technological advancement with the television broadcasting industry is ever increasing.

CTV and CEP therefore recognize the ongoing need for training, re-training and professional development in order to meet these new technological advances.

Letter of Agreement No. 8

ENG Technician and Senior ENG Technician

During the course of negotiations for a new Collective Agreement, the Parties have agreed to establish the above-referred-to positions, and as follows:

- 1) This new category will be included within functional Group D.
- 2) The duties of this new category will include the duties of all the categories in the News functional groups.
- 3) No employee will be laid off as a direct result of the creation of the ENG Technician and Senior ENG Technician categories.

Staffing

- 4) The initial filling of the ENG Technician and Senior ENG Technician positions will be by designation.
- 5) Future openings for ENG Technician and Senior ENG Technician positions will be posted in accordance with the Collective Agreement when a vacancy occurs. In the case of the conversion of a Bureau to ENG Technician status however, the ENG Camera Assistant/Editor and the ENG Camera Operator in that Bureau, will receive first consideration for the ENG Technician position.

-
- 6) ENG Technician may not be the preferred career path for all of the current ENG Camera Assistant/ Editors, or the ENG Camera Operators. The Company therefore agrees that no ENG Camera Assistant/Editors, or ENG Camera Operators who are on staff prior to the signing date of the Memorandum of Agreement, will **be** assigned ENG Technician duties against their will. Neither shall they be forced to move due to **such** refusal.

Wages

- 7) ENG Technicians will be included within wage Group 4 of the News Group Scales. Senior ENG Technicians will be included within wage Group 5 of the News Group Scales.
- 8) ENG Camera Assistant/Editors who become ENG Technicians will be initially placed at the 24-month level of said Group 4.
-

Letter of Agreement No. 9

- (a) CTV News Crews will be provided with new winter coats, prior to November 1, 2000, and every three (3) years thereafter. New employees will be supplied with same upon hiring.

A committee comprised of an equal number of Union and Management representatives will formulate recommendations with regards to design.

- (b) Beginning April 1, 2002 and every three (3) years thereafter, CTV News crews will be reimbursed to a maximum amount of two hundred and fifty dollars (\$250.00) for rainwear, upon submission of receipts. New employees will be eligible for this amount upon hiring.
- (c) Beginning January 1, 2002 and each January 1st thereafter CTV News crews will be reimbursed to a maximum amount of two hundred and fifty dollars (\$250.00) for footwear, upon submission of receipts. New employees will be eligible for this amount upon hiring.
-

Letter of Agreement No. 10

- 1) The parties hereto disagree with respect to the interpretation of Article 13.6.4, Article 13.7.3 and Letter of Agreement No. 1.
- 2) The Union believes that if an employee refuses to work overtime, or on a day off, the Company has the ability to use contract personnel.
- 3) The Company believes that it has the above stated ability but that it also has the ability to “direct the required duties to any qualified member of the bargaining unit in inverse order of seniority”.
- 4) This disagreement, with respect to interpretation is rooted in the previous Collective Agreement dated August 13, 1994 to August 12, 1998 which was extended to December 31, 1999.
- 5) Said agreement applied to Local 720 News, and to the Operations and Engineering Department of CTV (as well as Administrative positions).
- 6) Said agreement shows bold face type with respect to provisions which apply exclusively to Local 720 News members of the bargaining unit.
- 7) The parties hereto agree to disagree, each holding their afore-stated interpretation of this matter.

-
- 8) The parties agree that should this become a matter for grievance, then an arbitrator will use the 1994 - 1998 Collective Agreement in order to determine which interpretation is correct.
-

Letter of Agreement No. 11**Re: Senior ENG Technician**

The parties agree to set up a committee comprised of two members of management and two members from the bargaining unit in order to develop criteria for the upgrade of ENG Technician to Senior ENG Technician. This, in accordance with discussions during negotiations for this Collective Agreement. Said committee will meet prior to May 1, 2002.

Letter of Agreement No. 12**Re: CEP 720 members who are participants in the
Retirement Plan for Employees Formerly at
CTV Television Network Ltd.**

In their February 2003 budget, the Federal government proposed increases to the contribution limits to retirement plans. Since that time the limits have received Royal Assent. However, not all pension plans automatically incorporate the increases.

Specifically, the Retirement Plan for Employees Formerly at CTV Television Network Ltd. ("the Plan") does not automatically incorporate the new limits. The maximum pension limit for the Plan is set at \$1,715.

The Company intends to recommend to the Board of Directors a plan amendment that will increase the maximum pension limit to \$1,833 in 2004, and \$2,000 in 2005, as permitted by legislation, for CEP 720 members who are participants in the Plan.

Letter of Agreement No. 13

**Re: CEP 720 members who are participants in the
Retirement Plan for Employees Formerly at
CTV Television Network Ltd.**

If during the term of this Agreement improvements are made to the Retirement Plan for Employees Formerly at CTV Television Network Ltd., which would benefit the members of CEP Local 79M who participate in the above noted plan, the Company agrees to provide the same improvements to the members of CEP Local 720-M.

LETTER OF INTENT #1**Re: CTV Television Network Ltd.
Defined Benefit Pension Plan - Retirement Plan for
Employees Formerly at CTV Television Network Ltd.**

Upon receipt of the 2006 Valuation Report for the above named pension plan, the Company agrees to meet with representatives of CEP Local 720-M to assess and discuss the viability of improvements or amendments to the Plan. It is understood that **any** proposed amendments are subject to the approval of the CTVglobemedia Pension Management Committee and the Executive Committee or a Board of Directors, as applicable.



Memorandum of Agreement

between

CTV Television Inc.
Toronto, Ontario

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP)
(Local 720m)

The parties hereto agree that subject to ratification by the members of the bargaining unit the Collective Agreement which expired December 31, 2006 shall be renewed and revised in accordance with the following;

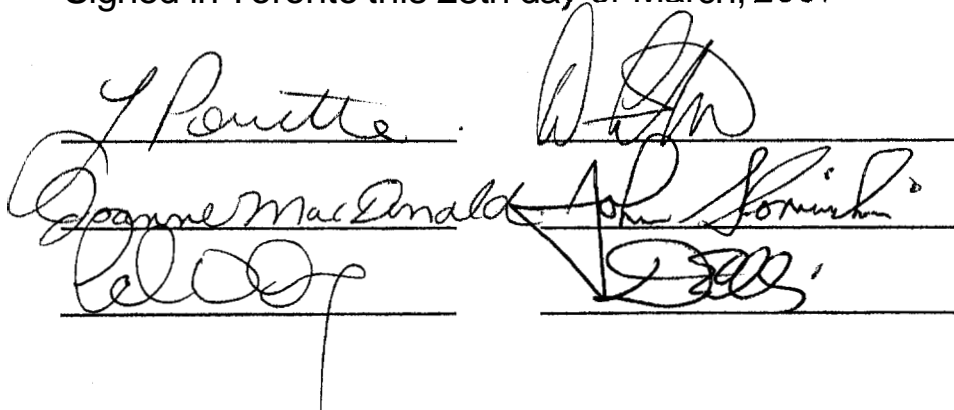
I. Article 16 – increase all **wage** rates as follows:

January 1, 2007 - 3.0%
January 1, 2008 - 2.75%
January 1, 2009 - 2.75%
January 1, 2010 – 2.5%

It is agreed that retroactive adjustments shall be paid on base wages only, within thirty days of ratification.

2. The language and provisions of the agreement **shall** be amended **as** follows:

Signed in Toronto this 28th day of March, 2007


The image shows two columns of handwritten signatures on horizontal lines. The left column contains three signatures: the top one is 'J. Penette', the middle one is 'Joanne MacDonald', and the bottom one is 'C. O'Connell'. The right column contains three signatures: the top one is 'A. Smith', the middle one is 'John Somich', and the bottom one is 'J. Bell'. The signatures are written in black ink on a white background.

Article 4.7 (new)

Employees shall continue to enjoy equal rights under this Agreement regardless of race, national or ethnic origin, colour, religion, age sex, sexual orientation, marital status, family status, disability or conviction for an offence for which pardon has been granted.

*agreed
mar 7/07*

[Signature]
Shutte

CEP Local 720m & CTV Television Inc.

Article 7.9 (new) –

Time limits under this Article will not include absences from the work place caused by sick leave, vacation leave, or leave of absence.

Agreed Mar 7/07
D. Smith
Routte

Article 9.1.1 – Amend as follows:

- (f) In Toronto, the feeding, recording and editing of all news material may be carried out by qualified members of either division. This will not result in a reduction of work or in a reduction in the number of employees within the operations division working in News Editing. Distribution of all other material to the network [other than news material contained within this sub-clause ~~(h)~~] will remain the responsibility of the operations and engineering departments.

*agreed
mar 27/07
DAM*

Perutte

CEP Local 720m & CTV Television Inc.

Article 9.1.2 – Amend as follows:

9.1.2 Every ~~tape~~ recording produced by the Company which has had CEP personnel involvement, shall have the CEP seal legibly exhibited on the Slate, as well as the **recording** container.

agreed
men 27/07
DAM

Sautte

Article 10.7 – Amend as follows;

10.7 Severance Pay - Severance pay shall be paid to an employee dismissed or released through no fault of his own. Such severance shall be paid at the rate of three (3) weeks' salary for each completed year of service up to a maximum of **fifty-two (52)** weeks' salary. In any event, a minimum of four (4) weeks' salary shall be paid. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

agreed
mar 27/07
DAN

Rautte

Article 11.1.1 – Amend as follows:

11.1.1 When an employee on authorized Company business is involved in an accident resulting in damage to his car **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 **five hundred dollars (\$500.00)**.

agreed
mar 27/07
D. Smith

Penette

Article 11.1.4 (b) – Amend as follows:

- (b) Reimburse employees for approved mileage based on **the cents per kilometre rate, for Ontario, as published by the Treasury Board of Canada, January 1st of each year. The rate for 2007 is 48.5 cents per kilometre.**

100

agreed 27/07
mar
D [Signature]

Shutte

Article 11.1.4 (d) – Amend as follows:

- (d) Where employees agree to use the vehicle on a regular basis, they are required to carry business insurance. The Company will pay the difference between business and pleasure insurance, to a maximum of **five hundred dollars (\$500.00)** per year upon the submission of a copy of the insurance statement and receipt.

*Agreed
mar 27/07*

[Handwritten signature]

[Handwritten signature]

Article 11.1.5 (New)

11.1.5 Use of Company Vehicles - The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company when it requests an employee to drive such vehicle.

a) The Union agrees that the Company may purchase and review driver abstracts for those employees who are required to drive Company vehicles as part of their job.

b) Employees who drive Company vehicles shall report all incidents of suspended licenses to the Company

c) The Company may require employees who drive Company vehicles to participate in driver training provided it pays for such training which shall be scheduled on working time.

d) Employee's must exhibit a valid driver's license annually.

e) Where the requirement to drive a Company vehicle is a condition of employment the Company reserves the right to assign an employee other duties where the employee has been unable to maintain a valid license.

f) The Company reserves the right pursuant to Article 3 to exercise its rights to discipline an employee where it has just cause to do so.

g) Non-employees other than those covered by Company insurance may not ride in Company vehicles without prior written approval.

h) When requested by the Company to provide transportation for specific individuals for Company purposes Corporate Insurance coverage will apply.

*agreed
mar 7/07*

[Signature] *[Signature]*

Article 11.2.1 – Amend as follows:

11.2.1 The Company shall pay a per diem allowance to employees while on out-of-town assignments **or in the case of employees who are on assignment at a location within their local area designated as a “locked-in” location (e.g. budget lock-up).** Claims will not be calculated on fractions of a day, but rather shall be reimbursed for any or all meal periods while out of town, according to the following schedule:

<u>In Canada</u>	(CDN)	<u>US & Other (US)</u>
Breakfast	\$12.00	\$12.00
Lunch	\$20.00	\$20.00
Dinner	<u>\$30.00</u>	<u>\$33.00</u>
	\$62.00	\$65.00
*Subsequent	\$15.00	\$16.00

NB: Subsequent amount shall not be treated as a taxable benefit.

Agreed
Mar 27/07
D. [Signature]
[Signature]
L. [Signature]

Article **11.2.1** (NEW) – add to existing language:

It is understood that meal allowances shall not be paid when the Company supplies an appropriate meal provided that;


- i) The employee is provided with a suitable hot meal, including a selection of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations,
- ii) Where a meal period is not provided a missed meal payment shall be claimed by the employee at the appropriate rate in accordance with Article **14.2** (First Meal) and Article **14.3** (Second Meal).

The per diem amounts may be reduced up to the amount of meal allowance involved (i.e. breakfast, lunch, dinner) in accordance with this Article. A reduction of per diems will not apply when only light items are available.

agreed
MAR 27/07
D. B. M.
L. B. M.

Article 11.2.3 (g) – Amend as follows:

- (g) The Company agrees to insure News Bureau employees covered under the terms of this Agreement against accidental death or dismemberment in the amount of **\$400,000** while travelling in a war zone or civil insurrection area. **In addition, and in the event of an employee's death on such assignment the Company shall bare the cost of transporting the remains of an employee and the cost of burial not to exceed \$20,000.**

Agreed
Mar 7/07

Koutta

Article 12.3.1 – Amend as follows:

12.3.1 In the event pay day(s) occur during an employee's vacation period, he shall, upon request, receive his ~~pay cheque~~ prior to going on vacation. Except in the case of last minute vacation scheduling, requests for such advance must be received by the Department Head three (3) weeks in advance to allow for appropriate computer programming changes.

Agreed
mar 7 /07
D. P. P.
Poutte

Letter of Agreement #9 – Amend as follows:

- (b) Beginning April 1, 2002 and every three (3) years thereafter, CTV News crews will be reimbursed to a maximum amount of **two hundred and fifty dollars (\$250.00)** for rainwear, upon submission of receipts. New employees will be eligible for this amount upon hiring.

- (c) Beginning January 1, 2002 and each January 1st thereafter CTV News crews will be reimbursed to a maximum amount of **two hundred and fifty dollars (\$250.00)** for footwear, upon submission of receipts. New employees will be eligible for this amount upon hiring.

agreed
mar 27/07
D. [Signature]

[Signature] Penette

Letter of Agreement # 13

Re: CEP 720 members who are participants in the Retirement Plan for Employees
Formerly at CTV Television Network Ltd.

If during the term of this Agreement improvements are made to the Retirement Plan for Employees Formerly at CTV Television Network Ltd., which would benefit the members of CEP Local 79M who participate in the above noted plan, the Company agrees to provide the same improvements to the members of CEP Local 720-M.

Agreed
Mar 28/07
D. [Signature]
Routte

LETTER OF INTENT #1

RE: CTV TELEVISION NETWORK LTD. DEFINED BENEFIT
PENSION PLAN

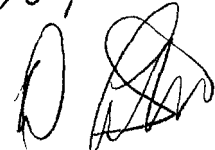
Upon receipt of the 2006 Valuation Report for the above named pension plan, the Company agrees to meet with representatives of CEP Local 720-M to assess and discuss the viability of improvements or amendments to the Plan. It is understood that any proposed amendments are subject to the approval of the CTVglobemedia Pension Management Committee and the Executive Committee or a Board of Directors, as applicable.

N.B plan name is:

Retirement Plan for Employees
Formerly at CTV Television Network USA

Subject line above to be changed accordingly.

Copy
Mar 28/07


Rouette

ARTICLE 16.2 Wage Schedule

	<u>01-Jan-06</u> <i>(current)</i>	<u>01-Jan-07</u> 1.03 3.00%	<u>01-Jan-08</u> 1,0275 2.75%	<u>01-Jan-09</u> 1.0275 2.75%	<u>01-Jan-10</u> 1.025 2.50%
Group 1: Floor Director					
Start	\$601	\$619	\$636	\$653	\$669
06 Months	\$616	\$634	\$651	\$669	\$686
12 Months	\$632	\$651	\$669	\$687	\$704
24 Months	\$661	\$681	\$700	\$719	\$737
Group 2: ENG Camera Assistant/Editor					
Start	\$860	\$886	\$910	\$935	\$958
06 Months	\$877	\$903	\$928	\$954	\$978
12 Months	\$895	\$922	\$947	\$973	\$997
24 Months	\$933	\$961	\$987	\$1,014	\$1,039
36 Months	\$971	\$1,000	\$1,028	\$1,056	\$1,082
48 Months	\$1,010	\$1,040	\$1,069	\$1,098	\$1,125
60 Months	\$1,054	\$1,086	\$1,116	\$1,147	\$1,176
Group 3: Senior ENG Editor, Switcher/Director					
Start	\$979	\$1,008	\$1,036	\$1,064	\$1,091
06 Months	\$999	\$1,029	\$1,057	\$1,086	\$1,113
12 Months	\$1,019	\$1,050	\$1,079	\$1,109	\$1,137
24 Months	\$1,059	\$1,091	\$1,121	\$1,152	\$1,181
36 Months	\$1,104	\$1,137	\$1,168	\$1,200	\$1,230
48 Months	\$1,147	\$1,181	\$1,213	\$1,246	\$1,277
60 Months	\$1,192	\$1,228	\$1,262	\$1,297	\$1,329
Group 4: ENG Camera Operator					
Start	\$1,059	\$1,091	\$1,121	\$1,152	\$1,181
12 Months	\$1,104	\$1,137	\$1,168	\$1,200	\$1,230
24 Months	\$1,147	\$1,181	\$1,213	\$1,246	\$1,277
36 Months	\$1,192	\$1,228	\$1,262	\$1,297	\$1,329
48 Months	\$1,240	\$1,277	\$1,312	\$1,348	\$1,382
60 Months	\$1,289	\$1,328	\$1,365	\$1,403	\$1,438
Group 4A: ENG Technician					
Start	\$1,073	\$1,105	\$1,135	\$1,166	\$1,195
12 Months	\$1,121	\$1,155	\$1,187	\$1,220	\$1,251
24 Months	\$1,165	\$1,200	\$1,233	\$1,267	\$1,299
36 Months	\$1,209	\$1,245	\$1,279	\$1,314	\$1,347
48 Months	\$1,258	\$1,296	\$1,332	\$1,369	\$1,403
60 Months	\$1,308	\$1,347	\$1,384	\$1,422	\$1,458
Group 5: Senior ENG Camera Operator, Senior ENG Technician					
Flat	\$1,433	\$1,476	\$1,517	\$1,559	\$1,598

Agreement between:

**CTV Television Inc. Toronto, Ontario
(the Company)**

And

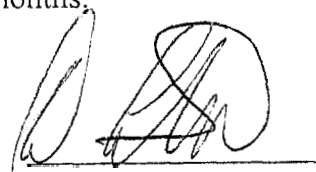
**Communications, Energy and Paperworkers Union of Canada, Local 720m
(the Union)**

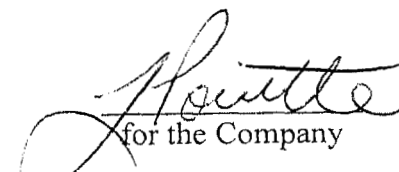
The parties agree to amend Article 10.3 of the Collective Agreement as follows:

10.3 Medical and Group Insurance - The Company shall continue to share the cost of the following Plans covering the employee, his/her spouse and children and to keep these Plans referred to hereafter in force and not reduce any of the benefits contained herein during the life of this Agreement without the approval and agreement to the Union:

Plan Premiums	Employee Portion	Employer Portion
Basic Group Life Insurance	20%	80%
Accidental Death and Dismemberment	20%	80%
Dependant Life Insurance	20%	80%
Long Term Disability	100%	nil
Short Term Disability	nil	100%
Semi-Private Hospital Benefits	20%	80%
Extended Health Care Benefits	20%	80%
Dental Care Insurance	20%	80%
Vision Care Plan	20%	80%

- (a) "Spouse" as used in this Agreement shall include a person to whom the employee is legally married or one with whom the employee has cohabited for at least twelve (12) months, "Children" as used in this Agreement shall include the children of the person with whom the employee has cohabited for at **least** twelve (12) months.


for the Union


for the Company

May 9/07
date