

Collective Agreement

Between

**CKVR Channel 3
Division of CHUM LTD
CKVR-TV
Barrie, Ont.**

and

Communications, Energy and Paperworkers Union of Canada

**Begins:
03/01/2004**

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02/28/2006**

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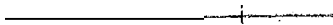


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THIS AGREEMENT is

**Between: CKVR Channel 3,
Division of CHUM Limited**

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 fundamental principles of creativity and innovation in broadcasting and 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 resolution of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definitions

- 2.1 Employee** - The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the Bargaining Unit referred to in Article 2.2. it shall include any person employed in any job classification created in the future which the parties by mutual consent decide to include within the Bargaining Unit. Provided that where mutual consent is not reached, such failure shall not be a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.
- 2.1.1** Wherever the masculine gender is used in this Agreement, 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 March 29th, 1974, and its amendments of May 25th, 1978, May 16th, 1986, and July 10th, 1995, certifying CEP, and any amendments thereto as mutually agreed by the parties, or in any of the classifications listed in the wage schedule under Article 18. In accordance with CLRB File #530-783, there shall be a maximum of three (3) Production Supervisors excluded from the bargaining unit.
- 2.3 Employee Categories** - Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

- (a) VTR Operator, VTR Supervisor, Studio Supervisor, Master Control Operator, Senior Master Control Operator, Make-up Artist
- (b) Producer, Technical Director, Production Editor, Control Room Supervisor, Control Room/Studio Supervisor, Look Producer - News, Audio Technician
- (c) Maintenance Technician, Supervising Maintenance Technician, IT Technician
- (d) Photographer, ENG-EFP Camera Operator, ENG-EFP Studio Operator, Supervisor ENG-EFP Operations, York Region ENG-EFP Camera Operator, Muskoka Region ENG-EFP Camera Operator, Live Eye Operator, Live Eye Supervisor
- (e) Graphic Designers
- (f) Creative Service Writer-Producer, Community Promotions and Special Events Coordinator
- (g) News Producer, Senior Producer-Director, Assignment Editor, Sports Director, Videographer, News Writer, Announcers (Sports, News, etc.), Director, York Region Announcer, Muskoka Region Announcer
- (h) Promotion Writer, Promotion Producer
- (i) Press and Community Relations Coordinator, Switchboard Operator/Receptionist, Creative Clerk, Assistant Traffic Manager, Secretary, Accountant, Sales Assistant, Market

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ing and Research Coordinator, Shipper Receiver, Program Coordinator, Senior Program Coordinator, Traffic Coordinator, Production Coordinator

- (j) Promotion Assistant/Secretary, Production Assistant/Secretary
- (k) Production Assistant, News Tape Librarian/Production Assistant

2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Article 2.3.2 and Article 2.3.3. Full-time employees shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring and, in such event, will advise the employee and the Union prior to the end of the first three (3) month period. During the probationary period, the Company may release the employee at any time.

2.3.2 Part-time employees may be hired in a classification within the Bargaining Unit, provided that:

- (a) The number of part-time employees shall be limited to filling twenty (20) part-time jobs at any one time. The number of part-time jobs may exceed twenty (20) at any one time only with the written agreement of the Union which shall not be unreasonably withheld. In addition, a part-time employee may be hired to replace an employee who is on maternity, vacation, sick, or child care leave for the duration of such leave or for a specific assignment for

a pre-determined length of time that shall not exceed ten (10) months.

- (b) Part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned, and such employees shall be paid for a minimum of four (4) hours per day, to a maximum of twenty-four (24) hours per week. The maximum hours shall not apply: when part-time employees are hired to replace an employee on vacation, maternity, sick or child care leave or when a part-time employee is hired for a specific assignment for a pre-determined length of time which shall not exceed ten (10) months.

Part-time employees shall not require notice of lay-off if the forecast end date is the last day of employment. If the last day of employment is prior or subsequent to the forecast date, the employee shall receive two (2) weeks notice of the termination date or two (2) weeks pay in lieu of notice. No part-time employee on a specific assignment will work for the Company in excess of ten (10) consecutive months without the written agreement of the Union, which shall not be unreasonably withheld. In any event a part-time employee on a specific assignment who works more than ten (10) months in any period of thirteen (13) consecutive months, without the written agreement of the Union, shall become a full-time employee upon the completion of ten (10) months of work, and the total accumulated hours worked as a part-time employee shall be credited to their seniority.

- (c) Part-time employees shall receive credit on the salary scale of the group to which they are assigned for the total accumulated hours in the Bargaining Unit, calculated to the last completed month. The scheduling and penalty provisions of the Agreement shall apply [with a minimum tour of four (4) hours], however, the seniority provisions, pensions, medical, insurance, etc., will not apply. Part-time employees shall receive six per cent (6%) vacation pay for all accumulated hours in lieu of the vacation credits provided for in Article 13.
- (d) Part-time employees who are subsequently hired as full-time staff without a break in service of more than ninety (90) days, shall receive credit for their total accumulated part-time hours as follows:
- i) For employees hired in the classification in which they were regularly performing part-time work, one-half (1/2) of their total accumulated part-time hours shall be credited toward their probationary period to a maximum credit of two (2) months and upon successful completion of the remainder of the probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority. In such cases, the probationary period cannot be extended as per Article 2.3.1.
 - ii) For employees hired in a classification in which they were not regularly performing part-time work, no part-time hours will be credited to their probationary period however, upon successful completion of the probationary period, the total accumulated

hours worked as a part-time employee, shall be credited to their seniority.

In all cases under (i) and (ii) above, the probationary period for full-time employment initiates on the day full-time employment begins.

2.3.3 Freelance "On-Air" Talent may be hired to perform specific assignments and in such event they shall be paid on performance-for-fee basis as provided in Article 18.

2.3.4 It is agreed that the provisions of Article 2.3.2 will not be used to avoid filling a vacancy, or to avoid the hiring of a full-time employee in the Bargaining Unit. Further, it is agreed that the provisions of Article 2.3.3 will not be used to avoid filling a vacancy or to avoid the hiring of a full-time employee in the Bargaining Unit.

ARTICLE 3

Management Rights

3.1 The Union acknowledges that it is the sole and exclusive function and responsibility of the Company to manage its business, to decide the scope and methods of carrying on its enterprise and the right to make and alter from time to time reasonable rules of conduct and procedure for employees which shall not be inconsistent with the terms of the Agreement and to hire, promote, demote, transfer and suspend or otherwise discipline any employee provided that a claim by an employee who has acquired seniority that he has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. Before imple-

menting new rules and regulations, the Company will advise and explain such proposed rules and regulations to the Union.

3.1.1 The Union and the Company agree that constructive and meaningful dialogue between the parties is desirable and necessary in the workplace. To this end, the Company and the Union agree to meet in a Joint Committee format on a quarterly basis or when required on an ad hoc basis. The terms of reference and mandate of the Committee shall be as determined by the parties. Its purpose shall be to deal with issues of concern to the parties, as well as act as a general information exchange. Each party may designate three (3) persons to form the Committee. This Committee, while it may resolve issues, is not a substitute for the grievance procedure set out within this Agreement. Confidentiality will be maintained, and minutes as well as communication releases are subject to mutual agreement. No rights enjoyed by either party will be waived due to the operation of this Committee.

3.2

(a) The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity and being highly acceptable to the viewing audience which, with respect to the "On-Air" Talent, are not capable of definition in solely objective terms. The parties therefore agree that, subject to the provisions of Article 3.3 the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity or being highly acceptable to the viewing audience. Such right shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been warned at least twice by written

notice (which notices shall describe in reasonable detail the manner in which such employee has fallen short of such standards of performance, creativity or being highly acceptable to the viewing audience) and the Company shall use its best efforts to give direction and assistance to such an employee to achieve such standards of performance, creativity or being highly acceptable to the viewing audience. An employee so removed shall exercise one of options (i) or (ii) as described in (b) below. The right to remove an employee from his/her role shall not be used as a disciplinary measure and shall be in addition to and not in substitution for, its right to apply discipline, which may only be exercised for just cause. In the event the Company fails to follow the steps above any removal undertaken shall be retroactively negated.

(b) An employee removed from his/her classification under this Article shall select one of the following options:

(i) Receive a lump-sum severance payment commensurate with his/her service as of the date the removal takes place as follows:

Post-probation to three (3) completed years of service - three (3) months severance pay;

More than three (3) years service, four (4) weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of fifty-two (52) weeks of severance pay;

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and any other applicable statute or legal requirement;

- (ii) Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other job classification other than an "On-Air" Talent classification, in which the employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon re-assignment or following a reasonable familiarization period. In the event a less senior employee is displaced by an "On-Air" Talent the employee shall be permitted to exercise his/her seniority rights as per the Collective Agreement. An "On-Air" Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;
- (iii) An employee terminated pursuant to this Article shall be granted reasonable access to company facilities to produce "air-checks" and such other material which may be required to assist the employee in securing new employment.

3.3 The rights referred to in Articles 3.1 and 3.2 above shall be exercised subject to the provisions of this Agreement, including the right to file a grievance alleging a violation of this Agreement.

ARTICLE 4

Union Rights

4.1 Union Membership- All employees in the Bargaining Unit, shall become and/or remain a member of the Union in good standing as a condition of employment.

4.1.1 During the term of this Agreement, the Company agrees to deduct from each pay an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the Bargaining Unit, beginning with the date of hiring in the Bargaining Unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.

4.1.2 The Company shall remit the monies so deducted to the Union not later than the fifteenth (15th) day of the following month. The Company shall provide the Union with a monthly computer disc in ASCII format detailing the following information:

- 1) Employee name and address
- 2) Sex
- 3) Classification, title and salary
- 4) The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from Child Care leave.

The amount of dues deducted on gross salary will be provided as in the past.

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

4.1.4 The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company, by any or all employees, for amounts deducted from wages as provided by this Article.

4.2 Notices to Union

(a) The company shall immediately mail to the Ontario Region Union Office, and to the President of Local 714-M, one (1) copy of each of the following:

Notice of dismissal, promotion, transfer, extension of probationary period, negative report and reply as contained within Article 8, suspension or any disciplinary action affecting any employee within the Bargaining Unit.

(b) The Local will be advised in writing within five (5) days of the hiring, resignation, or retirement of an employee. At the time of hiring a new employee covered by this Collective Agreement, the Company shall make its best efforts to introduce the new employee to the Local Union President.

4.2.1 The company will furnish, upon request by the Union, two (2) copies of seniority records and/or copies of any circular

pertaining to the application or agreed interpretation of this Agreement.

4.3 Union Access to Premises - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or a card of identification for the representative entitling 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, negotiation developments and internal affairs of the Union, provided such notices are authorized by Management, and such authorization will not be unreasonably withheld.

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

Additionally, the four (4) 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.

It is agreed that an employee is released for his full shift without loss of pay or other benefits during days of negotiation meetings. Further, should an employee agree to attend at grievance meetings, health and safety meetings, or any other joint Union/Management meetings during his off hours, he shall receive equivalent time off without loss of pay or other benefits, and with a minimum credit of four (4) hours to be taken at a time mutually agreed. The four (4) hour minimum credit will not apply when a Union official attends such meeting during his work hours, and the meeting goes beyond his regularly scheduled shift end time.

4.5.1 Leave without pay will be granted to any employee duly authorized to represent employees in order to:

- (a) Attend Executive Council Meetings, Labour Conventions, Labour Courses, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance and shall state the anticipated dates of his absence.
- (b) Accept a position with the Union or an official labour body. Such leave shall be granted by the Company on receipt of a written request from the employee and the President of the Union at least thirty (30) days in advance. Prior to the return of the employee at least six (6) weeks' notice shall be submitted. Such leave shall be limited to a maximum period of four (4) years.

(c) It is understood that not more than one (1) employee from each functional group shall be so released at any one time, to a maximum of four (4) employees.

4.5.2 Leave provided for in Article 4.5.1 (b) shall not constitute a break in continuity of service in the computation of seniority. With respect to Article 4.5.1 (a), shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

ARTICLE 5

Non-Discrimination

5.1 The parties hereto will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity, or lack of activity, on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or attempt to encourage membership in another Union.

5.2 No general meeting for any purpose of the Union shall be held or permitted on the Company's premises without permission from the Company.

5.3 A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union in respect of actions of any such member acting in a supervisory capacity in carrying on his duties for the Company.

ARTICLE 6

No Strikes, Lockouts or Strike-breaking

- 6.1** The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause or permit its employees to cause, engage in or permit a lock-out of any of its operational locations during the term of this Agreement.
- 6.2** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio or property where a strike or lockout of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs expressly for the purpose of strike-breaking nor will the Company require any employee in the Bargaining Unit *to perform* the duties of any other employee who is engaged in a lawful strike or lockout expressly for the purpose of strike-breaking.

ARTICLE 7

Grievance Procedure

- 7.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 7.2** The parties recognize that the "Canada Labour Code" provides that any employee may present 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.

- 7.3** In the event of a dispute between any member or members of the Bargaining Unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, prior to the filing of a written grievance, the employee and/or Union Representative will first discuss the matter with the immediate Supervisor or a Manager designated by the Company with the object of resolving the matter. A written response shall be made to the employee with a copy to the Union within five (5) days. If the matter is not recorded as resolved the following shall be the procedure for adjustment and settlement thereof:

STEP 1: The grievance shall be reduced to writing and a copy thereof delivered to the Production Manager or his designee, within fifteen (15) 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 Production Manager or his designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with the 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. Appropriate records of such meetings shall be kept.

STEP 3: If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute

shall be referred to the Vice-president and General Manager of the Company or the Production Manager and the Union Office for further discussion and consideration.

STEP 4: In the event that the representative 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 shall, within fifteen (15) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these fifteen (15) days, the Federal Minister of Labour shall be requested to appoint the Arbitrator. The costs and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the costs of a stenographic transcript without express consent.

- 7.4** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have been lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the arbitrator.
- 7.5** 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 the representatives of the Company and the Union and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 7.3.

- 7.6** Time Limits: Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays, and may be extended by mutual consent.
- 7.7** Once a written grievance is filed, the Company shall discuss the matter in question solely with the Grievance Committee. The Company will not discuss the grievance with the employee who has filed same.

ARTICLE 8

Report on Performance

- 8.1** Employees who have completed their probationary period shall be advised immediately [within five (5) working days] of the contents of any review or negative report which concerns them. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of their records for use against them at any time.
- 8.2** The employee's reply to such complaint or accusation if received within five (5) working days after he has been given the notice referred to in Article 8.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.
- 8.3** The record of an employee must not be used against him for any purpose for something that occurred more than twenty-four (24) months previous.

- 8.4** An employee shall have access to his personal performance file in the presence of his supervisor during office hours once every six (6) months, or in the case of a grievance matter.
- 8.5** At the employee's discretion, he may take an available Union Officer with him or into any disciplinary meeting involving his supervisor or Management personnel.

ARTICLE 9

Seniority Rights

- 9.1 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. Company seniority shall relate only to the order of layoffs, promotions and the choice of vacation periods.
- 9.2 Functional Group Seniority** - Functional group seniority shall be measured by the length of continuous service within a functional group as listed in Article 2.3.
- 9.3 Promotions and Transfers** - The employee with the most company seniority shall, if he meets the qualifications for the position, be promoted to fill a vacancy in a higher classification. Nothing in this Article precludes the Company from hiring applicants from outside sources when no qualified employees apply. A vacancy shall be posted for a minimum of seven (7) days prior to advertising outside, except that the posting will be reduced to five (5) days when an employee fails to give two (2) weeks written notice of his resignation. Such posting shall contain the reasonable qualifications for the position as set by

the Company, which qualifications may include both objective and subjective criteria,

There will be no requirement to post a position to be filled by a part-time employee hired to replace employees on maternity leave, child care, sick or vacation leave; or for a specific assignment of a pre-determined length of time, which shall not exceed ten (10) months. Where the Company decides to post a part-time position to cover: a specific assignment not to exceed ten (10) months; maternity, child care, sick or vacation leave, the successful applicant will be re-assigned (seconded) to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3) months in the new position. The Company may, at any time during the trial period, return the employee to the former position with no loss of seniority.

The parties acknowledge that where it is not possible to determine with certainty the length of the re-assignment to a temporary position the Company may end a temporary re-assignment at any time and return the employee to the former position with no loss of seniority. At the conclusion of the temporary re-assignment, the employee shall return to the former position with no loss of seniority. Where the Company decides that a position that has been filled by a temporary assignment (secondment) or filled by a part-time employee under Article 2.3.2, is to be filled on a permanent basis it is understood that the position will be posted in accordance with this Article.

- (a) Within fifteen (15) days of his application for any job within the Bargaining Unit, an employee shall be given written notification as to the status of his application.

9.3.1 An employee promoted or transferred to a different classification shall be on trial *in* the new classification for a period of up to three (3) months. If during this trial period the employee performs in an unsatisfactory manner, the Company shall return the employee to her/his former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised, in writing, that the promotion or transfer has been made permanent.

9.3.2 Without his consent, no employee shall be transferred or assigned to a position outside the Bargaining Unit and the employee will not be penalized for such refusal.

9.3.3 It is recognized that employees are hired to perform in a particular job classification. Employees required to perform in a job classification different from their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performances.

9.4 Dismissals and Resignations - Dismissal of an employee shall only be for just and sufficient cause and by written notice given the employee at the time of his dismissal. Such notice shall clearly state the reasons for his dismissal. It is agreed that dismissal may be subject to the grievance procedure.

(a) An employee dismissed for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay plus accrued vacation pay.

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

9.5 Layoffs- When layoffs of employees are to be made, such layoffs shall proceed in inverse order of company seniority within the functional groups, unless otherwise determined by mutual agreement of the parties hereto.

9.5.1 The Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.5.7 (b) and (c). The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with Article 9.5.7 (b) and (c)) if it would prevent the layoff of a junior employee.

9.5.2

- (a) An employee about to be laid off from one functional group who has had six (6) months or more of service in another functional group, may apply his seniority and revert to such other group provided he/she has the occupational qualifications and ability to perform the work of the displaced employee within a four (4) week period of familiarization initiating on the employee's first day in the new job.
- (b) An employee who wishes to apply his/her seniority to displace a less senior employee in a classification at the same or lower level must notify the Company of the classification the employee has selected within four (4) calendar days of being notified of the layoff. If the employee successfully performs the duties in the new classification during the familiarization period, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the

duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period. The employee must then select option 9.5.7 (a) or (b) or the employee shall be deemed to have selected option 9.5.7 (b).

- (c) An employee who is eligible to displace another employee but elects to be laid off from her/his employment shall, in addition to the payments under Article 9.5.7 (b), receive one (1) additional week of severance pay to a maximum of twelve (12) additional weeks of severance.

9.5.3 An employee about to be laid off from one functional group, who has company seniority, and who in the opinion of the Company may be trained in a reasonable length of time to perform duties in another job classification shall be trained in such job classification during the eight (8) week layoff notice period. If the employee has successfully performed the duties in the new job classification the employee will be transferred to the new classification, otherwise the layoff will take effect on the date specified in the layoff notice.

9.5.4 An employee who has reverted to a lower salary group under Article 9.5.2 (b) or 9.5.3 shall assume the salary on the new scale in accordance with the chart below. Such an employee's placement on the new scale shall be established based on credit for years of service within the classification and any credit for industry experience recognized by the company at the time the employee initiated the new position.

Seniority	Number of Months from the date the employee initiated the new position until the salary reverts to the new scale
Less than 1 year	1 month
1 - 3 years	12 months
Greater than 3 years	24 months

9.5.5 In the event of layoffs, the Company shall advise the employees and the Union through one announcement to all employees covered by this Agreement at least eight (8) weeks in advance of the proposed layoff. Employees affected will receive eight (8) weeks' notice or eight (8) weeks' salary in lieu of notice, or the amount which deducts the time worked by the employee during such notice period {for example - if four (4) weeks are worked, then only four (4) weeks shall be paid}, plus accrued vacation pay. Any employee not laid off during the eight (8) week period following the announcement shall receive an additional four (4) weeks of notice or pay in lieu of such notice. It shall be the intention of the Company to give full consideration for job vacancies within the Bargaining Unit to those employees who are to be laid off.

9.5.6 While an employee is laid off, the Company will continue the group insurance payments (including OHIP) for a maximum period of six (6) months.

9.5.7 Laid-off employees are eligible to receive severance pay and shall choose one of the following options at the time of lay-off:

- (a) Receive severance pay in the amount of one (1) week for each year of continuous service, with a minimum payment of four (4) weeks pay, with credit for an incomplete year on a pro-rated basis, calculated to the nearest month. An employee selecting this option shall retain recall rights and shall not be eligible for any further severance payment in the event such an employee later forfeits his/her recall rights.
- (b) Receive severance pay in the amount of three (3) weeks for each year of continuous service, with a minimum of four (4) weeks pay, with credit for an incomplete year on a pro-rated basis, calculated to the nearest month with a maximum of fifty-two (52) weeks of severance pay. An employee selecting this option shall be deemed to have abandoned any recall rights under Article 9.6.
- (c) Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code.

9.6 Recall From Layoff - When vacancies occur, the Company agrees to re-engage in the order of company seniority within the functional group, former employees who have been laid off as follows:

- (a) Employees who had less than two (2) years seniority at the time of layoff shall retain their recall rights for a period of one (1) year.

- (b) Employees who had two or more years seniority at the time of layoff shall retain recall rights for a period of two (2) years.

9.6.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. If the employee does not advise the Company of his intentions within seven (7) days and return to work within a further seven (7) days of the date of the recall notice, or on the date specified in the recall notice, whichever is later, or make alternate arrangements which are mutually acceptable, the employee will have waived that recall.

9.7 Computation of Seniority After Interrupted Service -

In the event an employee with one (1) year or more of company seniority is laid off or is granted leave of absence or transferred to a position with the Company not covered by this Agreement:

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

9.7.1 In the event an employee with less than one (1) year of company seniority is laid off and he returns to the status of an employee before six (6) months has elapsed, his company and

functional group seniority upon returning will be that which he had on the date of such layoff.

9.7.2 Seniority shall cease to exist if the employee resigns or is discharged,

ARTICLE 10

Jurisdiction, New Equipment and Methods

10.1 Jurisdiction -The Company will not assign duties relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of material to employees other than those defined in Article 2.1 of the Agreement. Neither shall the Company assign duties relating to an office, clerical or switch-board function to employees other than those defined in Article 2.1 of the Agreement.

10.1.1 Employees as defined in Article 2.1 of the Agreement shall install, set-up, modify, assemble, operate and maintain all the company's television equipment used, owned, rented, leased and obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical and optical equipment, and other equipment used for broadcasting TV material including that used in transmitting, control and/or conducting audio and video frequencies, and signals for use in broadcast, closed circuit broadcast, rebroadcast, pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, intercommunication equipment for broadcast purposes, and/or on-air playback. It is understood and agreed that the Company has the right to allow other companies and their employees to use the Company's equipment and/or facilities for non-Company productions so long as this is not done in order to avoid assign-

ing work to members of the Bargaining Unit or to avoid the hiring of a full-time employee in the Bargaining Unit.

10.1.2 Create, write, produce and direct commercials, service clients and other related duties.

10.1.3 Announcers and Reporters shall continue, as in the past, to perform the duties of announcing, reporting, writing, producing and other related duties.

10.1.4 Office, Clerical and Switchboard employees shall continue to perform their duties, as in the past.

10.2 The Company agrees that it will not transfer, assign or sub-contract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other employee(s) of the Company not covered by this Agreement, or to any other Company or its employees, except that it is agreed that the Company shall not be required to alter existing methods or practices concerning the following:

- (a) Managers, Supervisory and Administrative employees who are not part of the Bargaining Unit shall be allowed to perform bargaining unit duties or operate equipment in the execution of their normal job function. The purpose of this flexible work practice shall be to enable Management, Supervisory and Administrative employees, not included in the Bargaining Unit, to freely assist bargaining unit employees and perform work in their department. This practice shall not be used to substitute for the hiring of a full-time employee or result in the layoff or avoid the recall from layoff of a full-time employee.

- (b) Outside Contractors retained by the Company for specific installation, modification or maintenance of the television antennas and towers.
- (c) Where the Company is requested by a client (the Company will advise the Union of such request in writing) to utilize the services of some third party to perform certain functions of work in connection with the production of commercials or programs on behalf of that client, the Company may engage such third party's services for such production and an employee from that functional group within the Bargaining Unit shall be assigned to work with the third party hired for the assignment.
- (d) The Company shall have the right to engage on a free-lance basis any announcer or other "on-air" personnel who are not full-time employees of the Company.
- (e) The Company may from time to time subcontract out work being performed by bargaining unit personnel.
- (f) Non-bargaining unit personnel employed by the Company may operate film projection and video tape equipment for screening and sales purposes, where such equipment has been set aside for such purposes.
- (g) It is agreed that the provisions of Article 10.2 (b, c, d, e and f) shall not be used to avoid filling a vacancy, or to avoid the hiring of an employee in the Bargaining Unit, or if it results in the layoff of an employee in the Bargaining Unit.

- (h) The above changes notwithstanding, the Company agrees that when practical, and recognizing the need to react quickly in certain situations, it will not use these changes expressly to avoid offering overtime to members of the Bargaining Unit. The Union, for its part, recognizing the need for flexibility will act reasonably in its interpretation of this clause. The parties acknowledge that a harmonious relationship between them is only achievable if a common and comfortable ground is found in the day-to-day application of this clause.

- 10.3** Every video and/or audio tape recording done by the Company shall bear the seal of the Union. All Local productions which roll credits shall bear the seal of the Union within such credits with the words "Local 714 M" exhibited beneath the seal.



- 10.4 New Equipment-** 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 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.

- 10.4.1** Should the introduction, replacement, supplementation, consolidation, modification or redundancy of any systems, processes, machinery, equipment or device which is or would fall under the jurisdiction of the employees in the Bargaining Unit, result in the layoff of employees, as distinguished from

layoffs, caused by changes in programming, the Company agrees to the following conditions:

- (a) The Company will give the Union and the employees as much advance notice as is practicable, but not less than four (4) months' notification of such layoffs or four (4) months' pay in lieu of said notice plus all other benefits for six (6) months. Also, the employees shall receive severance pay as outlined in Article 9.5.7.

- (b) The Company shall in writing state the nature of the change 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 reasonably minimize any hardship to the affected employees. This shall be done by offering, wherever practical, 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, during their normal work week without loss of salary, to be interviewed for positions outside the Company.

ARTICLE 11

Employee Benefits

11.1 Sick Benefits and insurance Plan - The Union recognizes the generous benefits contained in the CHUM Limited Employee Benefit Plan (Policy #GGC-2190) in respect to:

Life Insurance
Disability Income
Hospital Expense Benefit
Medical and Dental Care Benefits
Continuation of Medical Benefits
Accidental Death and Dismemberment Insurance

The Company agrees to pay 100% of the cost of the Plan covering the employee, his spouse, and children and to keep the Plan referred to above in force and not reduce any of the benefits contained therein during the life of this Agreement without the approval of the Union.

- (a) The Company shall have the benefit provider issue Drug Cards to all employees which enable the employee to fill prescriptions under the benefit plan without paying, provided the pharmacy honours such cards in accordance with the benefit policy.

11.1.1 Part-time employees shall receive one dollar (\$1.00) per hour not to be added to the base rate, for each hour worked, in lieu of the benefits contained in Article 11.

11.1.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits in the Agreement except as contained in Article 11.1.5.

11.1.3 Should an employee fall sick while on vacation, sick leave will be paid and the unused days of vacation will be

credited to the employee, provided a doctor's certificate is supplied.

11.1.4 An employee shall offer proof of his illness or incapacity of three (3) consecutive days or more if requested to do so by the Company. The Company shall pay any fees associated with obtaining such proof that are not paid by the Ontario Health Insurance Plan (OHIP).

11.1.5 Vacation credits shall not accrue during Long Term Disability leave except in case of work related injury, illness or accident.

11.2 OHIP Medical Plan - The Company shall pay one hundred percent (100%) of the cost of the Ontario Health Insurance Plan (OHIP), or any medical coverage introduced by Federal or Provincial governments to replace any of the above-mentioned plans during the life of this Agreement, covering the employee, his spouse, and children, provided that the employee complies with all membership requirements.

11.3 "Spouse" as used in this Agreement shall include a person to whom the employee is legally married or alternatively, a common-law spouse, which for this purpose means a person with whom the employee has continuously cohabited throughout the previous twelve (12) months. "Spouse" also refers to same-sex partner.

"Children" as used in this Agreement shall include the children of the person with whom the employee has cohabited for at least one year.

11.4 Leave For Employees With Child Care

Responsibilities- During an employee's child care leave, the sick leave provisions contained within the Employee Benefit Plan will not apply.

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

- (a) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to a total of two (2) weeks of natal leave with pay. If the employee fails to return to work following leave as contained within part (b) hereof, then the two (2) weeks' natal leave pay shall be forfeited.
- (b) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted, upon written request, a leave of absence without pay of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.

11.4.2 Subject to Article 11.4.5 every female employee with six (6) months or more of company seniority and who has or will have the actual care and custody of a new-born child is entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing, as the employee elects,

- (a) on the expiration of any leave of absence from employment taken by her under Article 11.4.1(b);
- (b) on the day the child is born; or
- (c) on the day the child comes into her actual care and custody.

11.4.3 Subject to Article 11.4.5 every male employee with six (6) months or more of company seniority and who has or will have the actual care and custody of a new-born child, shall be entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing, as the employee elects,

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

11.4.4 Subject to Article 11.4.5 an employee with six (6) months or more of company seniority who commences legal proceedings under the laws of a Province of Canada to adopt a child or obtain an Order under the laws of a Province of Canada for the adoption of a child, shall be entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.

11.4.5 The aggregate amount of the leave that may be taken by an employee under Articles 11.4.2, 11.4.3 and 11.4.4 in respect of the birth or adoption of any one child shall, when added to similar leave taken by another employee with respect to such child, not exceed thirty-seven (~~37~~) weeks.

Notwithstanding Articles 11.4.1, 11.4.2, and 11.4.3, the aggregate amount of leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (~~52~~) weeks.

11.4.6 Every employee who intends to take a leave of absence from employment under Articles 11.4.1 (b), 11.4.2, 11.4.3 or 11.4.4 shall give at least four (~~4~~) weeks' notice in writing to the Company, unless there is a valid reason why such notice cannot be given, and shall inform the Company in writing of the length of leave intended to be taken. Every employee who intends to take or is on leave of absence from employment under Articles 11.4.1(b), 11.4.2, 11.4.3 or 11.4.4 shall give the Company at least four (~~4~~) weeks' notice in writing of any change in the length of leave intended to be taken by the employee, unless there is a valid reason why such notice cannot be given.

11.4.7 Every employee who intends to take a leave of absence under Articles 11.4.1 (b), 11.4.2, 11.4.3 or 11.4.4 is entitled, upon written request therefor, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence and for which the employee is qualified.

11.4.8 Every employee who takes a leave of absence under Articles 11.4.1 (b), 11.4.2, 11.4.3 or 11.4.4 is entitled to be reinstated in the position that the employee occupied when the

leave of absence began and, on the expiration of such leave, the Company shall reinstate the employee in that position. Where for any valid reason the Company cannot reinstate the employee in the same position, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

11.4.9 The pension, health and disability benefits and the seniority of an employee who takes a leave of absence under Articles 11.4.1 (b), 11.4.2, 11.4.3 or 11.4.4, shall accumulate during the entire period of the leave and during such period the Company shall pay 100% of the cost of such benefits. During such leave the employee shall be responsible for the pension contributions which such employee would normally have made and must, within a reasonable time, pay such contributions. If the employee fails to pay such contributions within a reasonable time, the employment of such employee on the employee's return to work shall be deemed to be continuous with his employment before his absence. Except as hereinbefore provided with respect to pension, health, disability and seniority benefits, for the purpose of calculating all other benefits of an employee who takes leave of absence under Articles 11.4.1 (b), 11.4.2, 11.4.3 or 11.4.4, employment on such employee's return to work shall be deemed to be continuous with employment before the employee's absence.

11.4.10 Vacation credits shall continue to accrue to the employee during the seventeen (17) week period of leave referred to in Article 11.4.1 (b) only.

11.4.11 Upon the birth or adoption of his child, each male employee shall be granted reasonable time off without loss of pay, leave credits or any other benefits in order to attend at the

birth of his child, as well as to deliver his child home from the hospital or institution.

11.5 Pension Plan - The Pension Plan, known as the CHUM Limited Employee Pension Plan issued by the Standard Life Assurance Company of Canada, in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal legislation. Each employee enrolled in the aforesaid Pension Plan shall receive annually a statement of his status in the Plan.

11.6 Special Leave- When an employee is required to be absent due to death in his immediate family, i.e., Legal Guardian, Spouse, Father, Mother, Grand-parents, Brother, Sister, Child, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Spousal Grandparents, or Grandchildren, he will be granted compassionate leave of absence with pay up to three (3) days. These days shall be consecutive, with the funeral falling on one of the three (3) days.

(a) The Company agrees to give the necessary time off to an employee in order to attend the funeral of someone not specified within this Special Leave clause. Payment for such leave will be at the sole discretion of the Company.

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

- 11.6.2** The Company shall grant sufficient time to an employee for medical, dental and eye appointments without loss of pay or other benefits, when notice is given by 1:00 p.m. the day prior when reasonably possible.
- 11.7 Jury/Witness Duty-** Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods. An employee serving on a jury will not be assigned to work evenings, nights or weekends during such jury service. Employees shall have the responsibility of notifying the Company upon the discharge of such duty. Employees called to serve for jury selection shall be required to notify the company of their availability to report to work in the event their jury service is not required beyond the mid-point of their scheduled shift.

ARTICLE 12

Transportation and Travel Expenses

- 12.1 Travelling Expenses -** The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.
- 12.1.1** 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 will be submitted for approval within five (5) work days of an employee's return to home base.
- 12.1.2** If an employee is authorized to use his/her own automobile for transportation in connection with his/her duties, he/she shall be reimbursed as follows:

Effective March 1, 2001 - 37 cents per kilometre

Effective March 1, 2002 - 39 cents per kilometre

Effective March 1, 2003 - 41 cents per kilometre

- 12.1.3** When an employee on 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 three hundred, fifty dollars (\$350). Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.
- 12.1.4** If an employee in the Creative Services Department requires higher automobile insurance rates due to using his personal car for business purposes, the Company shall reimburse him for any additional premium charged above the "Pleasure Only" insurance rate.
- 12.1.5** 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.
- 12.1.6** Article 12.1.5 notwithstanding, it is recognized that an employee in Creative Services may be required to use his own automobile in the execution of his normal job function, except in the case when such use becomes impractical due to the necessity of transporting heavy or bulky equipment.
- 12.1.7** At its cost the Company shall provide CAA "Plus" membership for all Creative Service employees who may be required as a condition of employment to use their personal

vehicles for Company business. The Company may, at its discretion, offer CAA "Plus" to those employees in the Marketing Department who are required to use their personal vehicles on a regular basis.

12.2 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 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.

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

12.2.2

- (a) The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive.

- (b) The Company further agrees to maintain sufficient credit cards and/or written procedure to follow which shall provide for emergency towing or repair of such vehicles.
- (c) No employee will be required to fly in an aircraft with a pilot not licensed for commercial flights.

12.2.3 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.

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

- (a) "Local" location is considered to be any point within a fifteen (15) kilometres radius of CKVR-TV studios in Barrie, or in the case of a News Bureau, within a fifteen (15) kilometres radius of said Bureau.
- (b) "Out-of-town" location shall be any point beyond the limits defined as "Local" location.

12.3.1 Employees on "out-of-town" assignments as defined in 12.3, shall receive expenses for meals upon submission of receipts in accordance with the following:

A breakfast payment of up to nine dollars (\$9.00) shall be paid for any meal period taken between 0600 hours and 1100 hours. A lunch payment of up to eighteen dollars (\$18.00) shall be paid

for any meal period taken between 1100 hours and 1630 hours. A dinner payment of up to twenty-five dollars (\$25.00) shall be paid for any meal period taken between 1630 hours and 2200 hours. For any meal period taken outside of the hours referred to above, the employee shall be paid a meal payment of up to sixteen dollars (\$16.00). If a meal period is so assigned that 50% or more of it straddles any of the time periods referred to above, the meal payment shall be based on the higher rate of the two (2) periods involved.

- 12.3.2** Employees on "out-of-town" assignments who require overnight accommodation shall receive single occupancy first class accommodation at company expense upon presentation of receipt. The Company may designate such accommodation.
- 12.3.3** An advance to cover the estimated per diem and all other authorized costs will be given to the employee before departure. Such amount will be established in consultation with the employee.
- 12.3.4** Per diem allowances shall be in addition to the following allowable expenses:
- (a) The cost of first class transportation or its equivalent (economy air), including chair and parlour car seat, and, when applicable, automobile mileage allowance;
 - (b) The cost of taxis and limousine bus service between residence and station or airport at point of departure and return; and between station or airport and hotel at point of destination;
 - (c) The cost of vehicles for the transport of equipment;

(d) The cost of telegrams and long distance telephone calls required for company business.

12.3.5 Employees will be reimbursed on a monthly basis for expenses incurred. All accounting of such expenses shall be submitted on the prescribed forms not later than two (2) working days following the month in which the expenses were incurred. Expenses will be reimbursed within two (2) weeks of the submission of the forms.

12.3.6 Employees in the Creative Services Department plus employees who incur monthly expenses shall be given an advance of up to two hundred, fifty dollars (\$250.00) at the employees' option to help defray the cost of meals and miscellaneous expenses during their assignments. Employees shall be reimbursed in accordance with Article 12.3.5.

ARTICLE 13

Holidays and Annual Vacation

13.1 The following shall be paid holidays:

New Year's Day	Good Friday
Victoria (Empire) Day	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

Plus any day duly proclaimed by Federal or Provincial Authority as a public holiday. In addition to the holidays listed above, two additional holidays will be granted and taken each calendar year at the mutual discretion of the employee and the Company. In

the case of new employees, the additional holidays shall be credited after three (3) months company seniority. The credited additional holidays shall be taken within the calendar year in which they are earned.

- (a) An employee who works on Easter Sunday shall be given a day off with pay to be taken at a time mutually agreed upon by the employee and the Company.

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

13.1.2 If a holiday falls on a scheduled work day and the employee is not required to work he shall receive his normal basic pay for such day, (i.e., his standard work day as defined by Article 14.1.1).

13.1.3 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 basic rate) for all hours worked or credited with a minimum credit of his standard work day.

13.1.4 If the holiday falls on a scheduled day off he shall receive one and one-half (1½) additional days' pay for that week.

13.1.5 If the holiday falls on a scheduled day off and an employee is required to work, he shall receive three (3) times his basic rate, for all hours worked or credited with a minimum credit of his standard work day.

- 13.1.6** With respect to Articles 13.1.3, 13.1.4 and 13.1.5 an employee at his own option, shall be permitted to add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours [seven (7) hours for Office, Clerical and Switch-board employees] times the basic rate only from the holiday payment earned under either Article 13.1.3, 13.1.4 and 13.1.5. The employee shall indicate his option on his weekly time sheet for such holiday.
- 13.1.7** Members of religious minority groups shall have the right to absent themselves from working on their religious holidays. Whenever possible this shall be accomplished by using either a vacation day, or other day which is owed. When the employee has no such days owing him, then the day off may be without pay. An employee requesting leave for such holidays shall provide the Company with at least three weeks written notice.
- 13.2** An employee is required to work his scheduled shift prior to and following the holiday to be eligible for holiday pay as provided in Article 13.1. This section will not be applicable where the employee is on leave of absence as provided in Article 4.5 or on sick leave as provided in Article 11 or for other reasons authorized by the Company.
- 13.3 Scheduling of Christmas and New Year's Holidays** Before November 15th 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 employee's 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. These Christmas and New Year's holiday schedules shall be posted not later than December 7th. An employee scheduled off on one of these days in accordance with this Article shall not be required to work beyond 1900 hours on the eve of that holiday.

13.4 Vacation and Annual Leave- Leave with pay for vacation for employees shall be granted at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of employment [i.e. fifteen (15) working days] computed as of April 30th of each calendar year.

13.4.1 When an employee has completed one (1) year of service with the Company, he shall be granted leave with pay for vacation at the rate of one and one-quarter ($1\frac{1}{4}$) days vacation ~~for~~ each month worked [i.e. fifteen (15) working days] computed as of April 30th of each calendar year.

13.4.2 When an employee has completed seven (7) consecutive years of service with the Company, he shall be granted leave with pay for vacation at the rate of one and two-third ($1\frac{2}{3}$) days vacation for each month worked [i.e. twenty (20) working days] computed as of April 30th of each calendar year.

13.4.3 When an employee has completed seventeen (17) consecutive years of service with the Company, he shall be granted leave with pay for vacation at the rate of two and one-twelfth ($2\frac{1}{12}$) days vacation for each month worked [i.e. twenty-five (25) working days] computed as of April 30th of each calendar year.

13.4.4 When an employee has completed twenty-four (24) consecutive years of service with the Company, he shall be

granted leave with pay for vacation at the rate of two and one-half (2%) days vacation for each month worked [i.e. thirty (30) working days] computed as of April 30th of each calendar year.

- 13.5** Every employee shall be entitled to have three (3) weeks of his credited vacation period scheduled consecutively unless requested otherwise by the employee and approved by the Company.
- 13.6** In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation period, or at the employee's option, shall be taken at a mutually agreed time.
- 13.7** An employee will be entitled to begin and end his vacation in conjunction with his days off, unless requested otherwise by the employee concerned.
- 13.8** Vacation periods shall be scheduled between May 15th and October 15th and preference shall be given employees on the basis of company seniority. The employee's application shall be submitted in writing, on a form prescribed by the Company, by April 8th. Vacation schedules shall be posted by May 1st of each year. Vacations may be granted outside the vacation period when requested by the employee and approved by the Company and in this case, confirmation of the vacation request shall be either confirmed or denied in writing, within one (1) week of the request therefor by the department head.
- 13.9** Upon termination of employment an employee (or his estate in case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previ-

ous April 30th. plus pay for any vacation period previously earned but not taken.

13.10 With the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year.

13.11 In the event that an employee desires leave without pay, he shall apply in writing to the Company stating the reason for such leave and the Company may grant such leave, No employee shall suffer loss of seniority or other benefits as a result of such leave.

ARTICLE 14

Hours and Scheduling of Work

14.1 Work Week - The forty (40) hour week shall obtain and shall commence at 12:01 a.m., Monday and shall apply to all employees other than the Office, Clerical and Switchboard employees whose positions were certified by the CLRB on May 16, 1986. The work week for these same Office, Clerical and Switchboard employees shall be thirty-five (35) hours.

The hours of work shall be inclusive of all meal periods and break periods for employees in Creative Services, Art Department(s) and Promotion Writer. The hours of work shall be exclusive of the first meal period and inclusive of all other meal periods and break periods for all remaining employees.

14.1.1 Whenever the term "Standard Work Day" is used in this Agreement, it shall mean seven (7) hours for the Office, Clerical and Switchboard employees whose positions were certified by

the CLRB on May 16, 1986, and eight (8) hours for all other employees.

14.2 Days Off - There shall be two (2) consecutive days off.

These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday. The Company shall make every effort to schedule the days off on weekends as frequently as possible, but in no event shall an employee be required to work more than two (2) weekends in a row without the employee's prior consent. On-air News and Sports Anchors and News Producers may not receive weekends off in accordance with this Article.

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

14.2.2 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 and four scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period. When the two (2) scheduled days off are separated as provided in Article 14.2.4, there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.

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

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

14.3 Tour of Duty- A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of his standard work day, calculated to the last quarter ($\frac{1}{4}$) hour in which work was performed; provided that if it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

14.3.1 There shall be no assignment of split shifts.

14.4 Posting of Schedules- Each employee's schedule for any week shall be posted as early as possible, but in no event later than 1:00 p.m. the second Monday prior to the week in question. Each employee's schedule shall be posted in his immediate work area. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time. It will be the responsibility of the employee to check the posted schedule. Office, Clerical and Switchboard employees whose positions were certified by the CLRB on May 16, 1986, and who are employed upon the signing of the Agreement effective September 1, 1994, will have Saturday and Sunday as their days off and will continue to work "core" hours. Notwithstanding the above, it is also recognized that the requirements of the Press and Community Relations Co-ordinator and Promotional Assistants' positions may require occasional evening or weekend hours of work.

"Core" hours shall be defined as being between the hours of 8:00 a.m. and 5:00 p.m.

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

14.4.2 After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 1:00 p.m. of the day prior to the day in question. If such notice is not given the employee shall be credited with all hours originally scheduled. If the schedule is changed on the employee's day off the Company will be responsible to notify the employee personally of such change.

14.4.3 An employee's days off will not be changed once the schedule has been posted without the employee's prior consent.

14.4.4 No employee shall be required to work in excess of eight (8) consecutive calendar days without his prior consent.

14.5 Change of Schedules - Notice of change of starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the last work day prior to the day of the change. If such notice is not given the employee personally, he shall be credited with all hours originally scheduled plus any additional hours. If the schedule is changed, the Company will be responsible to notify the employee personally of such change.

14.5.1 Prior to going on leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be re-scheduled later not earlier than the pre-arranged time and must comply with Article 14.5. The Company must make a reasonable effort to notify the

employee of such change. The Company shall be considered to have made a reasonable effort when a letter of notification has been mailed to the employee's normal mailing address designed to arrive within the time limits prescribed.

14.5.2 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 or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in his schedule.

14.5.3 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.

14.6 Overtime Computation - All time worked in excess of the standard work day, as provided in Articles 14.1 and 14.1.1, in anyone (1) day shall be paid at one and one-half ($1\frac{1}{2}$) times the basic hourly rate of the employee. An additional half ($\frac{1}{2}$) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours of overtime worked, in any tour of duty.

14.6.1 Employees involved in unscheduled overtime (i.e. overtime which is scheduled and/or worked without notice being given to the employee by 1:00 p.m. of the day prior to the day involved) will be paid at one-half ($\frac{1}{2}$) basic rate in addition to any other payments received under this Agreement for all such time scheduled and/or worked. If the schedule is changed on the employee's day off, the Company will be responsible to notify the employee personally of such change.

- 14.6.2** Payment of overtime worked or credited shall be made on the 15th of the month following, for such overtime worked from the 27th of the previous month to the 26th of the present month.
- 14.6.3** Each employee shall receive a copy of his overtime and penalty computations and he shall be entitled to make a copy of his weekly time sheet.
- 14.6.4** It is agreed that an employee has the right to refuse to work scheduled overtime. Should all employees in the job classification refuse to work scheduled overtime, then the Company may assign the work to the most junior employee in that classification who can be reached and who in the Company's opinion is qualified to do the job.
- 14.6.5** It is agreed that once an employee is assigned to work overtime, whether scheduled or not, or to work instead of taking a meal, no additional approval is thereafter necessary.
- 14.7 Work on a Scheduled Day Off -** When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:
- (a) When an employee agrees to work on his first day off, he shall be compensated at the overtime rate, with a minimum credit of his standard work day.
 - (b) When an employee who has worked on a day off agrees to work on the second scheduled day off in a work week, work performed on that day shall be compensated at two **(2)** times the basic rate with a minimum credit of his standard work day.

- (c) Should the hours worked on a day off or extra day off exceed his standard work day, all time worked in excess of his standard work day will be paid at an additional one-half (%) the basic rate.
- (d) Should all employees in the job classification refuse to work on a day off under part (a) or (b), then the Company may assign the work to the most junior employee in that classification who can be reached and who in the Company's opinion is qualified to do the job.

14.7.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 1:00 p.m. of the last work day prior to the day 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, provided the employee is released from duty for the entire tour of duty.

14.8 Turnaround Period - A turnaround period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or a period of ten (10) hours between the end of a call-back and the commencement of the next tour of duty, whichever is later.

14.8.1 All time scheduled and/or worked, and any meal period, during any of the above turnaround periods shall be compensated for in addition to the regular basic rate at one times basic for the portion of such assignment which encroaches on such turnaround period.

14.8.2 No payment shall be made for the following encroachments:

- (a) Where the employee has requested and received a shift change.
- (b) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled days off.
- (c) On a shift where an employee is released from duty to attend negotiation or grievance meetings with Management.

14.9 Cali-Back - Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty, and who having left his place of work is called back to perform further work on the day in question. In such case the employee shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours. If call-back is extended over four (4) hours the additional hours shall be paid at the double (2) time rate. Call-back shall be computed separately from the work week.

14.9.1 An employee shall not be required to work more than four (4) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 15.1 and Article 15.2 shall apply.

14.9.2 An employee at his own discretion, may refuse to work call-back as outlined in Article 14.9 and shall not be penalized for such refusal. Should all qualified employees who could be reached, refuse a call-back the Company may assign the required call-back to any qualified member of the Bargaining Unit, in inverse order of functional group seniority.

- (a) Such right of refusal shall not apply to a Maintenance Technician or Supervising Maintenance Technician who is receiving standby pay in accordance with Article 18.5 for the day in question.

14.10 Temporary Upgrading - In the event that an employee is temporarily assigned to perform work in any tour of duty in a higher rated classification than that to which he is usually assigned, he shall be paid seventeen dollars (\$17.00) per tour of duty. 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. At the time of such assignment, an employee shall be verbally advised of his temporary upgrading and this shall be recorded on the employee's time sheets. An upgrade shall also apply when an employee is assigned to assume additional responsibilities during an absence of his Supervisor or Manager. However, this upgrade does not apply to the Supervisor of the department during the absence of his Manager.

14.11 Night Differential - An employee shall be paid a night differential in the amount of twenty percent (20%) of his basic hourly rate for all hours worked between 12:00 midnight and 6:00 a.m. except that night differential shall be extended beyond 6:00 a.m. when his start time is prior to 3:00 a.m. In all cases there shall be a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic rate of pay.

Note: For all employees on staff as of April 1, 1993, the Night Differential shall be the above-stated twenty percent (20%) of their basic hourly rate, or three dollars (\$3.00) per hour, whichever is greater.

14.12 Excessive Hours and Safety - The Employer agrees to give proper attention to the health of its employees. Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive work hours.

14.12.1 No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his employment with the Company.

14.12.2

- (a) The Employer agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers, Audio Operators doing outdoor set-ups, Technical Directors, Maintenance Technicians, Live Eye Operators), where conditions require their use, and to supply other special attire where required by the Employer. The Employer agrees to maintain a sufficient supply of shop coats and coveralls for use by employees upon their request. It is understood that such protective clothing and/or safety devices are and remain the property of the Employer and shall be returned in good condition on demand (allowing for reasonable wear and tear).

- (b) Safety footwear shall be supplied where conditions require their use, with the cost shared on a 50/50 basis between the employee and the Employer and the same shall become the property of the employee.

- (c) Each May 1st and October 1st all full-time News, Weather and Sports Announcers and Videographers shall be reimbursed for clothing purchased during the previous six (6) months to a maximum of seven hundred and fifty dollars (\$750). The employee will submit receipts clearly showing the items of purchase. Should the contra arrangement which provides clothing for Show Hosts cease and not be resumed, then the clothing allowance referred to above will be paid at the time of the next general payment as specified above.

Employees shall be reimbursed for makeup in accordance with past practice,

- (d) Effective upon completion of his probationary period and every three (3) years thereafter, all full-time (and regular ongoing part time employees who have six (6) months consecutive employment with the Company and who regularly work an average of twenty (20) hours per week over six months) ENG-EFP camera operators, Videographers and Live Eye Operators shall be provided with a winter parka allowance up to a maximum three hundred dollar (\$300.00) payment upon presentation of a receipt. Such parka shall remain the property of the employee. For those ENG-EFP camera operators and Videographers currently on staff, the date of receipt of such parka allowance shall be October 1, 1986 and every three (3) years thereafter. The Company reserves the right however to supply parkas of comparable quality to full-time ENG-EFP employees, Videographers and Live Eye Operators in the future and in lieu of the above referred to payment. A company logo may be added to these same parkas.

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

- (e) Effective upon completion of their probationary period and every three (3) years thereafter, all full-time (and regular ongoing part time employees who have **six (6)** months consecutive employment with the Company and who regularly work an average of twenty (**20**) hours per week over six months) **ENG-EFP** camera operators, **Videographers** and Live Eye Operators shall be provided with reimbursement for winter boots upon presentation of a receipt. Such boots shall remain the property of the employee. For those **ENG-EFP** camera operators and **Videographers** currently on staff, the date of receipt of such boot allowance shall be October 1, **1992** and every three (3) years thereafter.
- (f) It is agreed that the winter parka allowance in Article **14.12.2 (d)** and the boot allowance in Article **14.12.2 (e)** shall apply to those Studio Operations Technicians who are integrated into the **ENG** department pursuant to this Agreement.

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

ARTICLE 15

Break and Meal Periods

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

- (a) A fifteen (15) minute rest period between the beginning of the regularly scheduled work day and the assigned meal period.
- (b) A fifteen (15) minute rest period between the assigned meal period and the end of the regularly scheduled work day.
- (c) These break periods shall not be assigned during the first or last hour of a tour of duty or as part of a meal period.
- (d) On a tour of duty involving more than an employee's standard work day, the employee shall not be required to work more than four (4) hours without a break being assigned.
- (e) If break periods are not assigned they will be paid at the one and one-half (1½) times basic rate computed separately from the work week.

15.2 Meal Periods - First Meal - During each tour of duty of more than five (5) hours, a sixty (60) minute first meal period shall be assigned as close to regular meal hours as possible, or as close to the half way point of the shift as possible. In no event will an employee be scheduled or assigned a meal period in either the first three (3) hours, or last three (3)

hours of his shift. In lieu of the foregoing, the Company may require an employee to eat during working hours at a time which will not interfere with the efficient carrying on of the employee's duties. If an employee does not receive a sixty (60) minute first meal period, one (1) hour will be added to the employee's tour of duty and paid at the appropriate rate.

15.3 Second Meal- An employee required to work more than two hours in excess of the standard work day shall receive a second meal period of at least thirty (30) minutes duration, which period shall be counted as time worked. If an employee does not receive such meal period he shall be credited with an additional half hour of worked time.

15.3.1 Twenty dollars (**\$20.00**) shall be allowed to compensate for the cost of the second meal.

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

- (a) Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or
- (b) at its own expense, furnish the crew with an appropriate meal.

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

- 15.6** In the event that the Company provides food to employees in station, such food shall be an appropriate hot meal - not fast food - and the Company shall take into account a variety of food with respect to that previously provided.

ARTICLE 16

Outside Activities

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

ARTICLE 17

General Wage Provisions

- 17.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 17.2**
- (a) Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion.

(b) An employee may receive his semi-annual or annual anniversary date increment step in the wage scale prior to the actual anniversary date. In this event, his anniversary date shall be adjusted to the earlier date for the purpose of Article 17.2 and 17.3 only.

17.3 When an employee is transferred into a higher pay classification, he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his former group, plus the amount necessary to place him on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of his upgrading in accordance with Article 17.2. One (1) full increment means the increase in pay that the employee would have next received had he remained in his former classification.

17.4 Salaries will be paid on the 15th and the last day of the month, however, an employee shall be paid on the business day before should the pay day fall on either a Saturday, Sunday or Statutory holiday.

17.5 An employee will be advised as soon as possible of any changes in his time sheets after they have been submitted by the employee; in which case he shall receive a copy of his original time sheet showing any change made thereto.

ARTICLE 18

Wages - Fees and Classifications

18.1 Wages - Groups for the purpose of wage classifications and salaries shall be as follows:

GROUP 1: Switchboard Operator/Receptionist, Traffic Coordinator, Secretary, Accountant, Sales Assistant, Creative Clerk, Shipper Receiver.

March 1, 2004

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$14.33	\$2,173.37	\$26,080.44
06 month	15.06	2,284.09	27,409.08
12 month	15.74	2,387.22	28,646.64
24 month	16.43	2,491.87	29,902.44
36 month	17.14	2,599.56	31,194.72
48 month	18.30	2,775.49	33,305.88

March 1, 2005

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$14.69	\$2,227.97	\$26,735.64
06 month	15.44	2,341.72	28,100.64
12 month	16.13	2,446.37	29,356.44
24 month	16.84	2,554.06	30,648.72
36 month	17.57	2,664.77	31,977.24
48 month	18.76	2,845.25	34,143.00

GROUP 2: Assistant Traffic Manager, Promotion Assistant/Secretary, Production Assistant/Secretary, Program Coordinator, Market and Research Coordinator, plus Group 1 merit employees.

March 1, 2004

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$15.60	\$2,365.99	\$28,391.88
06 month	16.37	2,482.77	29,793.24
12 month	17.39	2,637.47	31,649.64
24 month	18.41	2,792.17	33,506.04
36 month	20.26	3,072.75	36,873.00
48 month	21.28	3,227.45	38,729.40

March 1, 2005

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$15.99	\$2,425.14	\$29,101.68
06 month	16.78	2,544.96	30,539.52
12 month	17.82	2,702.69	32,432.28
24 month	18.87	2,861.94	34,343.28
36 month	20.77	3,150.10	37,801.20
48 month	21.81	3,307.84	39,694.08

GROUP 3: Studio Operations Technician, Master Control Operator, VTR Operator, Production Assistant, News Tape Librarian/Production Assistant, Make-up Artist, Graphic Designer, Press and Community Relations Coordinator, Photographer, Senior Program Coordinator, plus Group 2 merit employees.

March 1, 2004

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$14.11	\$2,445.73	\$29,348.76
06 month	14.96	2,593.06	31,116.72
12 month	15.91	2,757.73	33,092.76
24 month	16.88	2,925.86	35,110.32
36 month	18.35	3,180.66	38,167.92
48 month	20.07	3,478.79	41,745.48
60 month	22.06	3,823.73	45,884.76

March 1, 2005

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$14.46	\$2,506.40	\$30,076.80
06 month	15.33	2,657.19	31,886.28
12 month	16.31	2,827.06	33,924.72
24 month	17.30	2,998.66	35,983.92
36 month	18.81	3,260.39	39,124.68
48 month	20.57	3,565.46	42,785.52
60 month	22.61	3,919.06	47,028.72

GROUP 4: Director, York Region Announcer, York Region ENG-EFP Camera Operator, Audio Operator, Muskoka Region Announcer, Muskoka Region ENG-EFP Camera Operator, Live Eye Operator, Announcers, Technical Director, Studio Supervisor, Production Editor, Assignment Editor, News Producer, Producer, Creative Service Writer Producer, Maintenance Technician, Promotion Writer, Senior Master Control Operator, Videographer, Community Promotions and Special Events Coordinator, Promotions Producer, ENG-EFP Camera, EFP Studio Operator, News Writer, IT Technician, Production Coordinator, plus Group 3 Merit Employees.

March 1, 2004

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$15.08	\$2,613.86	\$31,366.32
06 month	15.90	2,755.99	33,071.88
12 month	16.74	2,901.59	34,819.08
24 month	17.62	3,054.13	36,649.56
36 month	19.30	3,345.33	40,143.96
48 month	21.19	3,672.93	44,075.16
60 month	23.81	4,127.06	49,524.72

March 1, 2005

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$15.46	\$2,679.73	\$32,156.76
06 month	16.30	2,825.33	33,903.96
12 month	17.16	2,974.39	35,692.68
24 month	18.06	3,130.39	37,564.68
36 month	19.78	3,428.53	41,142.36
48 month	21.72	3,764.79	45,177.48
60 month	24.41	4,231.06	50,772.72

GROUP 5: Look Producer - News, Control Room/Studio Supervisor, Supervisor ENG-EFP Operations, Live Eye Supervisor, Supervising Maintenance Technician, Control Room Supervisor, VTR Supervisor, Sports Director, Senior Producer-Director, plus Group 4 Merit Employees.

March 1, 2004

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$17.20	\$2,981.33	\$35,775.96
06 month	18.67	3,236.13	38,833.56
12 month	20.65	3,579.33	42,951.96
24 month	23.05	3,995.33	47,943.96
36 month	26.27	4,553.46	54,641.52

March 1, 2005

	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
Start	\$17.63	\$3,055.86	\$36,670.32
06 month	19.14	3,317.59	39,811.08
12 month	21.17	3,669.46	44,033.52
24 month	23.63	4,095.86	49,150.32
36 month	26.93	4,667.86	56,014.32

All those employees who are overscale or merited shall receive a wage increase of 3% effective March 1, 2004, and an additional 2.5% effective March 1, 2005.

18.2 The rates in the above schedule are minimum.

18.3 For purposes of computation:

(a) The weekly rate = Hourly x 40 for all employees other than Office, Clerical and Switchboard employees, whose positions were certified by the CLRB on May 16, 1986. The weekly rate for these same Office, Clerical and Switchboard employees = Hourly x 35.

(b) The monthly rate = Hourly x 173.333 for all employees other than Office, Clerical and Switchboard employees, whose positions were certified by the CLRB on May 16, 1986. The monthly rate for these same Office, Clerical and Switchboard employees = Hourly x 151.666.

18.4 On-Air Performance Fees - The following minimum rate shall apply to "part-time on-air" talent or to full-time staff performing outside of the tour of duty and/or

outside of their normal job function when employed on a per program or per commercial basis:

(a) Voice Over Commercials

	<u>Per Spot</u>
0 - 15 seconds	\$18.00
16 - 30 seconds	24.00
31 - 60 seconds	35.00
61 -120 seconds	45.00

Where a program is longer than sixty (60) minutes in duration the fee for all time in excess of sixty (60) minutes shall be calculated in fifteen (15) minute segments at the rate of fifty dollars (\$50.00) per each fifteen (15) minutes, or parts thereof.

(b) On Camera Commercials

	<u>Per Spot</u>
0 - 30 seconds	\$80.00
31- 60 seconds	110.00

(c) Programs in Length

0 - 15 minutes	\$125.00
15- 30 minutes	150.00
30- 60 minutes	200.00

(d) Models \$35.00/hr

18.4.1 The above rates include preparation, rehearsal and recording time.

18.4.2 It is agreed that this Article may not apply where the Company is supplying technical facilities only, to an outside agency for the production of commercials or program material.

18.5 Maintenance Technicians and Supervising Maintenance Technicians assigned to standby during their off hours shall be compensated at the rate of seventeen dollars (**\$17.00**) for each eight-hour tour, or portion thereof or fifty-one dollars (**\$51.00**) per calendar day on a scheduled day off. These rates will be multiplied by **2** when the standby assignment occurs on any of the paid holidays listed in Article **13.1**. Standby pay shall be computed separately from the work week, and shall be paid in addition to any payments required under the Agreement for time worked.

ARTICLE 19

Duration of Agreement

19.1 This Agreement shall commence on the **1st** day of March **2004**, and remain in force for a period of twenty-four (**24**) months ending on the 28th day of February, **2006**, and from year to year thereafter unless either party notifies the other by registered mail, not more than one hundred and twenty (**120**) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, or until seven (**7**) days after a report of a conciliation board has been received by the Minister of Labour. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) days for the purpose of

negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

19.2 The parties to this Agreement declare that it contains the only responsibilities and obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any statute of Canada or any Order-In-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law,

ARTICLE 20

Company Policy Non-Discrimination/Harassment Policy

Preamble

All employees of the Company are entitled to employment in a work environment that is free from all forms of discrimination, including personal harassment. This Policy and procedure outlines the commitment of CHUM Limited to ensure a harassment-free workplace as required under the Canadian Human Rights Act and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This Policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment within the Company. Employees who feel that they are being harassed are encouraged to seek protection under this policy.

Proscribed grounds include race, national or ethnic origin, colour, religion, age, gender, marital status, family status, disability and conviction of which a pardon has been granted.

Harassment on any of these grounds including personal and sexual harassment, is a form of misconduct.

The Company has made and will continue to make every reasonable effort to ensure that no employee is subject to discrimination or harassment by any other employee, while performing his/her employment responsibilities.

Definition of Discrimination/Harassment

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of such grounds as sex, disability, race, colour, sexual orientation and other prohibited grounds." All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Conduct that is discriminatory or harassing may involve one or a series of incidents and occurs when:

- a) submission to such conduct is reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities);
- b) submission to or rejection of such conduct is used to influence decisions or employment matters;
- c) such conduct interferes with an individual's job performance;
- d) such conduct humiliates, insults or intimidates any individual.

Discrimination or harassment can include (but not limited to):

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes and innuendoes, or taunting about a person's body, attire, or sexual orientation;
- c) practical jokes which cause awkwardness or embarrassment;
- d) unwelcome invitation or requests, whether indirect or explicit, or intimidation;
- e) leering at a person's body or other gestures;
- f) condescension which undermines self-respect;
- g) unnecessary physical contact such as touching, patting, pinching, punching;
- h) physical (sexual) assault.

What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

How to Tell if Harassment has Occurred

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome. Examples of questions that would indicate whether an activity is welcomed are:

- a) Would you want that employee acting the same way with your own loved one (your spouse or child)?
- b) Would that employee behave the same way if someone he/she was in a relationship with was standing nearby?
- c) Was there an equal initiation and participation between the employees?

What to Do if You are Being Discriminated Against or Harassed

Discriminated Against - An employee who believes that he or she has been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with his/her Department Head.

Harassed - An employee who believes that he or she is being harassed should not assume that the problem will go away by

itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed:

Step 1 : Say "NO!" Tell the person who is harassing you that his or her behaviour is unwelcome by clearly describing the behaviour that you find unacceptable and asking that the behaviour stop.

Step 2: Make a record of the harassment - date, time, location, what happened, witnesses, any action you took to stop the behaviour.

Step 3: If the harassment continues despite your objections, lodge a complaint with your Department Head. The record from Step 2 will assist in the investigation of the complaint.

NOTE - In either case, if you believe that it would be inappropriate to lodge the complaint with your Department Head, then you should lodge the complaint with the General Manager.

Resolving the Complaint

Upon receipt of a complaint, an investigation will be undertaken which will involve interviewing: the complainant, the alleged harasser, and anyone else who has information.

The alleged harasser will be made aware of the complaint and be given an opportunity to respond.

All information gathered will be held in strict confidence and documented.


The complainant's name and/or the circumstances relating to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or initiating disciplinary measures.

If harassment is founded, the harasser will be subject to appropriate discipline up to and including termination.

If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded.

In witness whereof the parties hereto have caused this Agreement and attached letters to be executed by their duly authorized representatives this 30th day of SEPT 2004.

CKVR Channel 3, Division of CHUM Limited

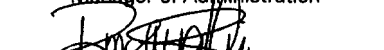


Vice-President and General Manager


Director, Strategic and Organizational Development



Manager of Administration

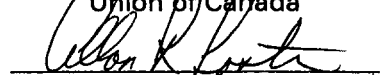


Manager, News & Operations

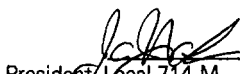


Production Supervisor


Communications, Energy and Paperworkers
Union of Canada



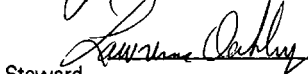
National Representative



President, Local 714-M



Vice-President, Local 714-M



Steward



Committee Member

Letter of Agreement No. 1

During negotiations for a new Collective Agreement the Company explained that it may consolidate Master Control and/or Traffic and/or Promotions functions with other CHUM Television Stations.

The Company and the Union therefore agree:

In the event the Company determines to implement a consolidated Regional or National Master Control system and/or a Regional or National Traffic operations department and/or to further consolidate Promotions operations, and, if such systems and/or departments and/or operations are not established at The New VR, the company shall meet with the union as per Article 10.4.1 (b) to discuss such changes and, notwithstanding Article 10 in its entirety, the Company shall be permitted to implement such changes, however Article 10.4.1 (a) and (b) shall apply.

Letter of Agreement No. 2

Clothing as referred to in Article 14.12.2 (c) shall include suits, sports jackets, shirts, ties, slacks, sweaters, dresses, skirts, blouses, top coats and parkas.

The parties further agree that any new "off air" News positions which are created in the future, will not receive the clothing allowance.

Letter of Agreement No. 3

The parties recognize that Bureau employees may be recalled to **work** at the **Barrie** studios during a trial period of three (3) months at the Bureau location. Similarly, the employee at his request shall be returned to work at the **Barrie Studios** during this same three (3) month trial period.

Letter of Agreement No. 4
Performance - Probationary Employees

The parties agree that further to Article 2.3.1 Probationary Employees, in cases where a probationary employee is experiencing performance or conduct problems during his/her probationary period the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing with the Company.

**Letter of Understanding
Re: Students**

CEP agrees to temporarily waive certain of its jurisdictional rights in order to assist students in obtaining practical broadcasting experience, and on the following basis:

- 1) In advance of a student coming to the workplace, the Company shall send notification to the Local and the National Union setting out:
 - a) The time frame that the student will be at the station,
 - b) The name of the student,
 - c) The name of the institution that the student is actively attending, and
 - d) The area of the station where the student will be working;
- 2) This waiver allows the aforementioned students to perform "hands on" bargaining unit work only at a time when a member of the bargaining unit who normally performs such functions is in attendance;
- 3) This waiver will not be used to avoid any overtime or premium payments, or to avoid the assignment of any work that would normally be performed by members of the bargaining unit;
- 4) This Letter of Understanding may be withdrawn by the Union upon written notification to the Company.

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