

**COLLECTIVE AGREEMENT**

**between**

**CTV Television Inc. (CKNY-TV) North Bay**

1000 20 1111

**and**



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

**September 1, 2005**

**to**

**August 31, 2008**

12269(04)

## TABLE OF CONTENTS

ARTICLE 1.....	1
INTENT.....	1
ARTICLE 2.....	1
DEFINITIONS .....	1
2.1 Employee.....	1
2.2 Bargaining Unit.....	2
2.3 Employee Categories.....	3
ARTICLE 3.....	6
MANAGEMENT RIGHTS.....	6
ARTICLE 4.....	7
UNION RIGHTS.....	7
4.1 Dues Checkoff .....	7
4.2 Notices to Union .....	8
4.3 Union Access to Premises.....	8
4.4 Bulletin Boards.....	9
4.5 Leave of Absence for Union Functions.....	9
ARTICLE 5.....	10
NON-DISCRIMINATION .....	10
ARTICLE 6.....	10
NO STRIKE CLAUSE .....	10
ARTICLE 7.....	11
GRIEVANCE PROCEDURE.....	11
7.5 Time Limits .....	12
ARTICLE 8.....	13
REPORT ON PERFORMANCE.....	13
ARTICLE 9.....	13
SENIORITY RIGHTS.....	13
9.2 Promotions and Transfers .....	14
9.3 Discharge and Demotion.....	15
9.4 Layoffs.....	15
9.5 Re-engagement of Laid Off Employees.....	16
9.6 Computation of Seniority After Uninterrupted Service.....	17
ARTICLE 10.....	17
CONTRACTING OUT AND TECHNOLOGICAL CHANGE.....	17

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ARTICLE 11.....	18
EMPLOYEE BENEFITS.....	18
11.1 Existing Benefits.....	18
11.2 Sick Leave.....	18
11.3 Maternity and Parental Leave.....	20
11.4 Medical and Group Insurance.....	22
11.5 Pension Plan.....	23
11.6 Bereavement Leave.....	23
11.7 Witness or Jury Duty.....	24
11.8 Leave of Absence.....	24
11.9 Educational Assistance.....	24
ARTICLE 12.....	25
TRAVEL PROVISIONS AND EXPENSES.....	25
12.1 Transportation.....	25
12.1.2 Vehicle Insurance.....	25
12.2 Expenses.....	26
12.3 Definition of Location and Location Expenses.....	27
12.3.2 Expense Advance.....	27
ARTICLE 13.....	28
ANNUAL VACATION <b>AND</b> PAID HOLIDAYS.....	28
13.1 Annual Vacations.....	28
13.2 Paid Holidays.....	30
ARTICLE 14.....	32
HOURS AND SCHEDULING OF WORK.....	32
14.1 Work Week.....	32
14.2 Tour of Duty.....	32
14.3 Overtime.....	32
14.4 Posting of Schedules.....	33
14.5 Scheduled Days Off.....	34
14.6 Work on Scheduled Days Off.....	34
14.7 Turnaround.....	34
14.8 Call-Back.....	35
14.9 Temporary Upgrades.....	35
14.10 Excessive Hours and Safety.....	36
14.11 ENG/EFP.....	37
14.12 Reserve Time.....	37

ARTICLE 15.....	38
MEAL PERIODS AND BREAK PERIODS .....	38
15.1 First Meal Period .....	38
15.2 Second Meal Period .....	38
ARTICLE 16.....	39
GENERAL WAGE PROVISIONS AND WAGES.....	39
16.9 Stand-By.....	42
ARTICLE 17.....	42
EFFECTIVE DATE AND DURATON.....	42
LETTER OF UNDERSTANDING NO. 1.....	45
EMPLOYMENT EQUITY (EE) .....	45
1. EE Scholarships and EE Co-operative Placements.....	45
2. EE Summer Jobs.....	45
3. EE Term Employment.....	46
LETTER OF UNDERSTANDING NO. 2.....	47
DISABLED EMPLOYEES .....	47
LETTER OF UNDERSTANDING NO. 3.....	48
LABOUR MANAGEMENT COMMITTEE.....	48
LETTER OF AGREEMENT.....	49
ANTI-HARASSMENT.....	49
What Harassment is Not .....	49
ACCEPTANCE. ACKNOWLEDGEMENT & RELEASE.....	52

THIS AGREEMENT EXECUTED BETWEEN:

CTV Television Inc. (CKNY) North Bay

Hereinafter referred to as the "Company",

Party of the First Part

and

Communications, Energy and Paperworkers Union of Canada, CLC

Hereinafter referred to as the "Union",

Party of the Second Part

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## **ARTICLE 1**

### **INTENT**

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

## **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 or classification created in the future unless the parties, by mutual consent, decide to exclude such new job or classification. Where mutual agreement is not reached, it shall not become subject to a grievance, but will be referred by the Company to the Canada Industrial Relations Board.

**2.1.1** When the Company creates a new position within the bargaining unit prior to posting, the Company shall first advise the Union in writing of their intentions, clearly stating the proposed position:

- (a) Job title
- (b) Duties and responsibilities to be performed
- (c) Effects that may be felt and possible changes to other related jobs
- (d) Reasons to effect such change
- (e) Proposed group pay classification

The Union will respond within ten (10) working days. The Company agrees to meet with the Union when requested to do so to discuss the details of the new position. The posting for this job will indicate that this is a "newly created bargaining unit position".

## **2.2 Bargaining Unit**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Industrial Relations Board dated January 13, 1994, or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board or in any of the job functions listed in the wage schedule under Article 16.

The Board's decision includes:

"all employees of CTV Television Inc. working at CKNY-TV, excluding station manager, technical manager, sales manager, news director, account executives, sales secretary and executive secretary".

## **2.3 Employee Categories**

All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months and six (6) months for Maintenance technicians and Senior Maintenance technicians, 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 Local Union prior to the end of the three or six month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore. During the probationary period, the Company may release the employee for reasonable cause.

**2.3.1** Absence from work by probationary employees for personal or health reasons shall increase their probationary period by time absent.

**2.4** A part-time employee is defined as one hired on a regular or occasional basis to cover peak work periods, maternity leave, sick leave, summer relief, or to work on specific projects for a predetermined length of time. Such employees shall be paid on an hourly basis at a rate equal to 1/40th of the weekly salary of the wage group to which the employee is assigned. Such hourly rate shall be considered inclusive of a premium in lieu of benefit coverage.

The number of bargaining unit part-time hours worked in the station shall not exceed fifteen percent (15%) of the regularly scheduled full-time hours worked by bargaining unit employees in any pay period.

For the purpose of monitoring the use of part-time employees, the Company agrees to provide the Union with adequate documentation of the above levels for any pay period, on written request, no more frequently than once per quarter.

**2.4.1** All articles of this Agreement shall apply to part-time employees, except as hereinafter provided.

- (a) Article 9.1 - Company seniority will be applied separately for part-time employees as a group distinct from full-time employees.

Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for a further three (3) months, and in such event, will advise the Local Union prior to the end of the three (3) month period. During the probationary period, the Company may release the employee at any time for reasonable cause. On completion of the employee's probationary period, the employee shall be given credit for hours worked as a part-time employee in the calculation of seniority relative to other full-time employees.

- (b) Articles 9.4 and 9.5 - However, when part-time persons are laid off, it is agreed that the following shall be applicable:

1. Part-time employees working on a regular weekly basis shall be given two (2) weeks notice in advance of the proposed layoff, or two (2) weeks pay in lieu of notice, based on average number of hours worked in the previous thirty (30) days.
2. Part-time employees hired to work on a specific project, production, vacation or maternity relief or for a specific period of time, shall be considered to have received notice at the time of hiring.
3. Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

- (c) Articles 11.4 - Part-time employees shall be ineligible for Medical and Group Insurance. Part-time employees shall be provided with Occupational AD & D coverage to the equivalent of Workers Safety & Insurance Board (WSIB) coverage, as provided in Article 11.4, Item 11.



- (d) Articles 13.1 and 13.1.2 shall apply as to vacation credits and scheduling, however, vacation pay will be calculated at the rate of four percent (4%) of gross basic earnings and after six (6) years six percent (6%) of gross basic earnings in accordance with the Canada Labour Code. Eligibility will be based on accumulated hours, not nominal service.
- (e) Article 13.2 shall apply except that part-time employees shall be entitled to pay for a general holiday on which they do not work, calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.
- (f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of twenty-five (25) hours per week. The maximum hours per week shall not apply when part-time employees are hired for purposes of vacation or sickness relief or maternity leave.
- (g) Article 15 - However, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours, and in such event, such first meal period shall be inclusive of hours worked. Meal periods will be assigned in accordance with Article 15.
- (h) Article 16.2 - Part-time employees will be placed on a step in the wage scale of the classification to which they are assigned at the time of hiring.

Progression up the salary scale shall automatically occur, as provided in Article 16.2 on the following basis:

1. a six-month increment will require a total of 1040 hours credited or worked, depending on the job classification of the part-time employee, or
2. a yearly increment will require a total of 2080 hours credited or worked, depending on the job classification of the part-time employee. Upon request of a part-time employee, the Company

will provide an updated total of credited hours once per calendar quarter for the purpose of monitoring this provision.

- (i) Only those part-time employees who have hours of work scheduled on the posted schedule, in accordance with Article 14.4, shall receive the penalty provided therein for a notice of change of starting time.
  - (j) Article 14.6 would only be applicable to part-time employees who work both forty (40) hours and on a 6th or 7th day in a given work week.
- 2.4.2** It is agreed that the provisions of Article 2.4 above will not be used for the purpose of eliminating or replacing regular or full-time employees or to avoid hiring regular or full-time employees. The Company will not consistently use penalty or premium clauses to avoid replacing full-time employees.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.1** It is recognized that the management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management.
- 3.2** Other rights and responsibilities belonging to the management of the Company and hereby recognized, prominent among which, but by no means wholly inclusive, are determination and control of all programmes; the right to decide the number and location of plants; the amount and type of supervision necessary; of machinery and technical equipment; methods, procedures and standards of operation; judgement, periodic and final evaluation of personnel qualifications; operating methods, schedules, and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.
- 3.3** It is further recognized that the responsibility of the management of the Company for the selection, direction and determination of the size of the work force, including the right to hire, transfer, assign, promote or relieve

employees from duty because of lack of work, or suspend, discipline, demote or discharge an employee for just and sufficient cause, or a probationary employee for reasonable cause, is vested exclusively in the Company.

- 3.4** The rights referred to in paragraphs 3.1, 3.2 and 3.3 above shall not be exercised so as to violate specific provisions of this Agreement.

## **ARTICLE 4**

### **UNION RIGHTS**

#### **4.1 Dues Checkoff**

During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the signing date of this Agreement or 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 earnings, and the same percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions thirty (30) days prior to any required changes.

- 4.1.1** The Company agrees to remit the monies so deducted to the Union or its nominee, within two (2) weeks of every second pay period, by cheque, payable in Canadian funds. The Company shall provide the Union with a monthly report detailing the following information:

1. Employee name and address
2. **Sex**
3. Classification title and salary
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going or returning from child care leave.

**4.1.2** Each year the Company will indicate on the T4 slips issued to employees, the total amount of dues deducted at source and forwarded to CEP.

## **4.2 Notices to Union**

The Company shall forward to the National Representative of the Union and the Local Union President one copy of the following:

- (a) Within five (5) calendar days, notice of dismissal, suspension, demotion or of any disciplinary action placed on any employee's file within the bargaining unit.
- (b) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (c) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (d) The Company shall, when notifying a person of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which they are assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2(a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

## **4.3 Union Access to Premises**

Representatives of the Union shall have access to the Company's premises to service members of the bargaining unit by giving reasonable notice to the Company of any visits required. The Company will, on request, furnish a suitable business letter or card of identification for the representative entitling them to admission to the premises of the Company, or other places where employees covered by this Agreement may be working.

#### **4.4 Bulletin Boards**

The Company agrees to the posting by the Union on scheduling boards of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union.

The Company agrees to furnish space for a Notice Board exclusively for the posting of Union notices.

The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times.

#### **4.5 Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority or benefits shall be granted upon request by the Employer for employees elected or selected to represent the Union at Union Conventions, Conferences and/or schools, and at functions of any labour organizations with which the Union is affiliated, provided reasonable notice is received.

Such leave not to exceed seven (7) working days per employee in one (1) year. The duly elected President or Vice-president of the Local Union shall be allowed ten (10) working days. For the purpose of this Article, there shall be an aggregate total of twenty-five (25) days leave for Union functions in each calendar year. During rating periods, leaves to on-air personnel will only be granted subject to operational requirements.

**4.5.1** Upon request by the Union, the Company agrees to release on unpaid leave, up to two (2) employees to attend negotiating sessions with Management. A request for such release shall be submitted seven (7) days in advance of the first meeting.

**4.5.2** Leave without pay or benefits will be granted to any employee who accepts a full-time elective position with the Union for a period not exceeding two (2) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the

President of the Union. During this period, there will be no accrual of seniority or benefits. Established seniority will be maintained.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

- 5.1** The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.
- 5.1.1** Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, religious or political affiliation, family status, disability, or pardoned conviction, as outlined in the Canadian ~~Human~~ Rights Act.

## **ARTICLE 6**

### **NO STRIKE CLAUSE**

- 6.1** The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.
- 6.2** The Company will not require any employee, as defined in Article 2.1, to perform the duties of any other person who is engaged in a lawful strike, or to originate a programme or programmes expressly for the purpose of strike breaking.
- 6.3** An employee shall have the right to refuse to cross a legal picket line and such refusal shall not be considered grounds for disciplinary action, except that News and ENG personnel will be required to provide their normal functions whether or not such functions require the crossing of any legal

picket line except where there is reason to believe that there is a threat to personal safety.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**7.1** The parties recognize that any employee may present a personal grievance to their Employer at any time. Any such grievance may be subject to consideration and resolution as provided in the following articles on grievance procedure.

**7.2** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

**Step 1:** The grievance shall be reduced to writing and a copy thereof delivered to the employee's Manager or their delegate within ten (10) working days of the occurrence of such grievance. The grievance must set out the matter complained of; the remedy sought, the provisions of the Collective Agreement allegedly broken, and bear the signature of the grievor. If the grievance is not recorded as settled within ten (10) working days after receipt of the grievance by the employee's supervisor, the employee or their Union may refer the grievance to Step 2.

**Step 2:** The grievance shall be discussed with the Station Manager or their delegate and the Local Grievance Committee, consisting of not more than two (2) members. Such meeting shall take place within ten (10) working days of the request for a meeting.

**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 General Manager in jurisdiction or their delegate, and the Regional Union Office for further discussion and consideration.

**Step 4:** In the event that the representatives of the Company and the Union cannot reach 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 ten (10) working days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator.

If the parties are unable to agree on the selection of an arbitrator within these ten (10) working days, then the Federal Minister of Labour shall be requested by either party to appoint the arbitrator.

The cost and/or expenses of the Arbitrator/Board shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcript without express consent.

**7.3** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but the arbitrator shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been lost or they may dispose of the case in any manner they deem appropriate.

**7.4** If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

**7.5 Time Limits**

Any time limit mentioned under grievance procedure shall exclude Statutory Holidays and vacations of the employee concerned at the Step 1 level and may be extended by mutual consent.

**7.6** Unless held on an employee's regular shift, all time spent in grievance meetings shall be considered unpaid time. Time spent preparing for and participating in Arbitration hearings shall be considered unpaid time.



**ARTICLE 8**  
**REPORT ON PERFORMANCE**

- 8.1** An employee shall be notified in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their supervisor. The employee shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not be part of their record for use against them at any time.
- 8.2** The employee's reply in writing to such complaint or accusation if received within ten (10) working days after they have been given the notice referred to in Article 8.1 above, shall become part of their record. If such reply is not received, it will not become part of their record for use by them at any time.
- 8.3** *An* employee shall have access to their personnel performance file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.
- 8.4** The record of an employee will not be used against them for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident.

**ARTICLE 9**  
**SENIORITY RIGHTS**

- 9.1** 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 with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

Seniority rights and employee benefits shall cease, and the employee deemed terminated for any of the following reasons:

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) if the employee does not respond to a recall notice as outlined in Article 9.5.2;
- (d) if an employee is on layoff for twelve (12) consecutive months.

**9.1.1** Seniority credits shall continue to exist but not accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.

## **9.2 Promotions and Transfers**

The employee with the greatest composite of skill, ability, and qualifications, as determined by the Company, relative to the vacant position, shall be transferred to fill a vacancy in a different classification within the bargaining unit. Only where two internal applicants are equal in these terms, shall the applicant with the most Company seniority be transferred. The Company may hire applicants from outside the bargaining unit where no acceptable employees apply for the position. A vacancy shall be posted a minimum of five (5) days prior to filling the vacancy.

**9.2.1** An employee promoted to fill a vacancy in a different classification shall be on a trial period in such classification for a period of three (3) months, however, the period may be extended up to a total of six (6) months. The Company may at any time during this trial period, return the employee to their former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that their transfer has been made permanent.

**9.2.2** Employees who are assigned work in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

**9.2.3** Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why their promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect their opportunities for advancement.

**9.2.4** No employee shall be permanently transferred to another classification within the bargaining unit by means other than the activation of their bumping rights as outlined in Article 9.4.

### **9.3 Discharge and Demotion**

The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. **An** employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

### **9.4 Layoffs**

When layoffs are to be made, such layoffs shall proceed in inverse order of Company seniority within those job functions in the location affected; said job functions are listed in Article 16.8.

**9.4.1** **An** employee about to be laid off from one job function may apply their seniority and bump into another job function, provided the employee has the skill, ability and qualifications to perform the job. **A** suitable familiarization and trial period, as determined by the Company, will be allowed if required. Only when an employee has exhausted their bumping rights with respect to full-time positions, may the employee move into the part-time pool. **A** full-time employee who moves into the part-time pool shall be paid an hourly rate based on 1/40th of the weekly rate in the classification into which they bump with credit for years of service (e.g. **An** employee at the top of Group 4 who bumps into Group 2 shall be paid at the top of Group 2). The employee's full-time seniority shall not be lost for the purposes of this agreement and the employee's entitlements shall be prorated by the number of hours worked.

**9.4.2** The Company shall advise the employee and the Union at least four (4) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation, or in lieu of such notice shall pay the employee laid off four (4) weeks salary, plus severance pay and accrued vacation pay.

- 9.4.3** Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to ten (10) days pay for each year of continuous service to a maximum of fifty-two (52) weeks pay. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above noted severance payment shall be deemed to include any severance required pursuant to any statute.
- 9.4.4** While an employee is laid off, the Company will continue the group health (except for STD, LTD and Pension) and benefit payments for the period of layoff up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.
- 9.4.5** The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.
- 9.4.6** *An* employee who has reverted to a lower salary group as the result of a layoff only and whose salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job function reaches the employee's salary and then such employee will proceed on the scale in accordance with Article 16.8.

## **9.5 Re-engagement of Laid Off Employees**

When full-time vacancies occur, the Company agrees to re-engage, in the order of Company seniority in the location, former employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possesses the occupational qualifications to fill the vacancy, as determined by the Company. In the event that the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure.

*An* employee who is bumped into a lower rated classification in accordance with Article 9.4.1, shall retain first recall rights to their previous classification when a vacancy occurs therein.

- 9.5.1** The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last

known address. The employee must notify the Company of their intention within five (5) days.

- 9.5.2** Employees will be deemed to be terminated and will lose their seniority should they fail to return to work after having been recalled within ten (10) days of receipt of the recall notice.

Employees who are unable to return to work within the ten (10) day period for reasonable cause, will remain on the recall list in accordance with Article 9.5 for one more recall offer only, and will become the next available employee on the recall list.

## **9.6 Computation of Seniority After Uninterrupted Service**

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

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if they return to the status of an employee within twelve (12) months, or
- (b) If they return to the status of an employee after twelve (12) months have elapsed, their Company seniority upon their return may be that which they had on the effective date of such layoff or transfer.

## **ARTICLE 10**

### **CONTRACTING OUT AND TECHNOLOGICAL CHANGE**

- 10.1** No employee shall be laid off by the Company as a direct result of the contracting out of work or the assignment of duties to non bargaining unit personnel.
- 10.2** The technological change provisions of Part 1 of the Canada Labour Code, as amended from time to time, shall be deemed to be incorporated herein.
- 10.3** Prior to implementing technological change, the Company agrees to consult with the Union with a minimum two-week notice period prior to

implementation regarding the nature and extent of the change, the planned timing, and the anticipated effect the change will have on staff and operations.

## **ARTICLE 11**

### **EMPLOYEE BENEFITS**

#### **11.1 Existing Benefits**

The Company recognizes that as of January 13, 1994, the employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein. The Company agrees not to alter or change these practices in such manner as to discriminate against employees in the bargaining unit.

#### **11.2 Sick Leave**

Sick leave means the period of time an employee is absent from work [if more than two (2) hours] by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify their supervisor, as soon as possible, or at least four (4) hours before their shift commences, except for employees on a morning shift where at least one (1) hour's notice will be given.

An employee who is incapacitated for duty through illness shall be paid for the time off from work for such illness or accident for up to six (6) months. Should such illness or accident exceed this six (6) month period, the employee must apply before the expiry period for Long Term Disability Benefits. Sick leave with pay may not apply to an employee during the first three (3) months of employment.

- (a) Where such leave extends to three or more consecutive days, the Company may require a doctor's certificate, or other satisfactory evidence to substantiate this leave. For illness of less than three (3) days, the Company may require that the employee provide a written declaration of illness. Should sick leave exceed the average annual absence rate of all employees within the Company, the Company may require the employee to substantiate each medical absence with a doctor's certificate. Before taking this step the Human Resources Manager will discuss the particular situation with the Union so that the

Union may provide advice and assistance to the employee. When an employee suffers from a chronic condition which has been identified and substantiated satisfactory evidence shall be deemed to have been provided.

- (b) At its time and expense, it is agreed that the Company may require an employee to undergo a medical examination by a qualified practitioner acceptable to the employee and the employer. This may be required when it is necessary to establish the state of health of a particular employee or to prevent abuse of the Company's sick leave policy. At the time of the examination, the employee will be advised whether they are well enough to work. If the employee so requests in writing, the results of any such examination will be conveyed to the employee's personal physician. It is understood that without the express written approval of the employee, confidential medical information may not be provided to others. Notwithstanding the foregoing, it is understood that the Company shall be entitled to receipt of information as to whether an employee is well enough to return to work.
- (c) It is understood that any reports of certifications required by the Company would be at the Company's expense.

**11.2.1** Absence because of illness or incapacity shall not interrupt an employee's vacation credits for a period of up to six (6) months only.

**11.2.2** It is the responsibility of the employee to make application to the Insurance Company prior to the expiry of the Company's six (6) month full-pay provisions. **An** employee who is not accepted on LTD or whose benefits are terminated will be placed on leave without pay pending successful application, appeal or final determination of their claim. Employees placed in this situation shall be entitled to the assistance of a representative and it is understood that the Company shall provide assistance in respect of the employee's claim. **An** employee who fails to apply for LTD or who has failed to meet eligibility requirements following final review will have their relationship with the employer reviewed.

**11.2.3** **An** employee on Long Term Disability as a result of a work related illness or injury will, upon recovery from the disability be entitled to return

to work at any time up to two (2) years of the injury to their pre-disability job.

**11.2.4** Six months STD benefits will be reinstated for employees who return to work except for a recurrence of the same injury or illness within the first year of the employee's return. STD benefits related to a work place injury or illness will not be limited to this restriction.

**11.2.5** If an employee is given in-patient treatment in a hospital during one (1) or more full days of the employee's vacation those days may, at the request of the employee, be rescheduled during the vacation year at a mutually agreeable time. If ~~an~~ employee otherwise becomes ill or injured while on vacation sick leave will not apply. Satisfactory documentation to substantiate hospital in-patient status will be required.

**11.2.6** Should an employee become ill or injured while on an authorized leave of absence in accordance with Article 4.5.2 or Article 11.8 sick leave will not commence until the employee has resumed active assignment with the Company.

### **11.3 Maternity and Parental Leave**

Maternity and Parental Leave shall be granted to natural or adoptive parents in accordance with the provisions of the Canada Labour Code, as amended from time to time. Such provisions are deemed to be incorporated herein. Such provisions shall include the following:

- (a) The Company shall grant maternity leave of absence for a period of up to seventeen (17) weeks without pay for any employee who has completed six (6) consecutive months of employment and provides a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.



- (b) The Company shall grant parental leave of absence for a period of up to thirty-seven (37) weeks without pay for any employee who has completed six (6) consecutive months of employment to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province.
  - (c) The aggregate amount of parental leave that may be taken by two employees in respect of the same event shall not exceed thirty-seven (37) weeks.
  - (d) The aggregate amount of maternity and parental leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.
  - (e) Every employee who intends to take Maternity and/or Parental Leave of Absence from employment shall provide at least four (4) weeks written notice to the Company indicating the intended start date of such leave, the intended length of such leave, and confirm their intended return to work date.
  - (f) During maternity and parental leave the seniority credits and fringe benefits shall continue to apply and the Company shall pay its customary share of the cost of such benefits. Employees will be required to submit post-dated cheques for their respective portion of the cost of such benefits or make alternate advance payment arrangements through payroll. If the employee does not pay their respective cost of such benefits Company premiums will not be paid and the benefits will terminate.
- 11.3.1** The Company will maintain an employee's regular earnings during the two week waiting period for Maternity Leave benefits, provided employers qualify for the legislative benefits on the basis of the provisions of the Canada Labour Code.
- 11.3.2** Vacation credits shall not accumulate and no payment for holidays shall occur while an employee is on maternity or parental leave.

**11.3.3** A male employee shall be entitled to paternity leave of three (3) days, with pay, at the time of the birth or adoption of a child.

#### **11.4 Medical and Group Insurance**

The Company agrees to continue in full force and effect for regular full-time seniority employees, during the term of this Agreement, its existing Health and Welfare coverage, or its equivalent, and contribution towards the cost, which may be improved during the duration of the Agreement, shall be:

1. Group Life Insurance - Company contribution seventy percent (70%)
2. Accidental Death and Dismemberment - Company contribution seventy percent (70%)
3. Long Term Disability - Employee contribution one hundred percent (100%)
4. Extended Health - Company contribution seventy percent (70%)
5. Dental Plan - Company contribution seventy percent (70%)
6. Dependent Life - Company contribution seventy percent (70%)
  - i. Spouse - \$12,000.00
  - ii. Child - \$ 6,000.00
7. Pension Plan - as per Company's present policy - Company contribution five percent (5.0%) of basic earnings.
8. Short Term Disability - Company contribution one hundred percent (100%)
9. Ontario Hospital Insurance Plan (OHIP) - 100% company paid through the Employer Health Tax (EHT).
10. Vision Care - Company contribution seventy percent (70%)
11. Occupational AD&D Coverage - Company contribution one hundred percent (100%).

**11.4.1** Where the Company discharges or suspends for at least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the

Collective Agreement, together with the amount of premium required and the dates when such are due.

**11.4.2** The employee may, at their option, reply in writing, within two (2) weeks from the filing of their grievance on the discharge or suspension, to the Company for continued coverage under this Article, and pay to the Company the amount of any premium to provide them with the benefits set out in this Article during the period subsequent to their discharge or suspension, whichever is applicable.

The Arbitrator, if the grievance is successful, shall be limited to reimbursement to the employee for welfare to the amounts paid the employee for coverage maintenance during such aforementioned periods.

## **11.5 Pension Plan**

The Pension Plan in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal legislation. The Plan requires mandatory participation after an employee has both one year of service and attained the age of thirty. Each employee enrolled in the Pension Plan shall receive annually an audited statement of their contributions to the end of each Plan year.

## **11.6 Bereavement Leave**

All employees will be granted a leave of absence without loss of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to five (5) consecutive working days in the event of the death of a spouse (includes common-law spouse) or child. Up to three (3) consecutive working days in the event of the death in the immediate family - parent, step parent, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents, grandchildren, legal guardian, and any relative permanently residing with the employee or with whom the employee resides.

Where the burial occurs outside a two hundred and forty (240) kilometer radius of the station, such leave shall also include reasonable travel time. Total leave under this Article shall not exceed seven (7) days. It is understood that such leave with pay will apply only to days in which the employee normally would be required to work. Where the funeral and internment occur at different times, one day off with pay will be provided for the internment, in addition to **any** required travel time as outlined herein.

### **11.7 Witness or Jury Duty**

Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service provided the employee returns to work if they are released from jury duty prior to 1:00 p.m. **An** employee serving on a **jury** will not be assigned to work on evenings or week-ends during such jury service.

### **11.8 Leave of Absence**

The Company will consider, on an individual basis, all requests for long term leaves of absence without pay and will not unreasonably deny any request.

### **11.9 Educational Assistance**

The Company agrees to continue its educational assistance for employees in the bargaining unit. Financial assistance will be provided to employees who successfully complete (i.e., Grade of C, 65% or above) course(s) that have been approved by their manager and the Human Resources Department. The employee's Manager and the Human Resources Department may grant approval only if the successful completion of the course can be reasonably expected to upgrade the employee's potential, not only to the employee, but to the Company.

**ARTICLE 12**  
**TRAVEL PROVISIONS AND EXPENSES**

**12.1 Transportation**

The Company shall reimburse each employee for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.

**12.1.1** In such authorized cases the Company shall reimburse them at the rate of thirty-three cents (33¢) per kilometer, with a minimum payment of three dollars and fifty cents (\$3.50) for each completed trip (i.e. - a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission for all authorized expenses made for and on behalf of their assignments, as provided herein, upon submitting a statement for approval on forms prescribed by the Company.

**12.1.2 Vehicle Insurance**

The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company when it requests an employee to drive such vehicle. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on an assignment except in cases of proven negligence or impairment.

- (a) The Company maintains the right to purchase and review all driver abstracts.
- (b) Employees required to drive Company vehicles agree to report all incidents of suspended licenses to Management.
- (c) The Company reserves the exclusive right to request driver training.

- (d) Upon request, employees must provide proof of a valid Ontario drivers license.
- (e) Newly hired employees must provide proof of a valid driver's license prior to commencing employment. If the newly hired employee does not hold a valid Ontario drivers license, he/she must provide proof of such within thirty (30) days of commencing employment.
- (f) Employees who have accumulated 9 demerit points or more may be subject to administrative action consisting of one of the following:
  - Driver Training
  - Reassignment to an available position if qualified as determined by the Company.
- (g) Driving Company vehicles while under the influence of alcohol will result in disciplinary action up to and including termination of employment.
- (h) Non-employees not on Company business, are not covered by Company Insurance and therefore may not ride in Company vehicles without prior written approval.
- (i) When requested by the Company to provide transportation for specific individuals for Company purposes, corporate insurance coverage will apply.

**12.1.3** Employees shall be credited with all time used during their day's assignments in which travelling is authorized.

**12.1.4** When employees are called in, or are working overtime and are required to begin or end a tour of duty at a time when public or other transportation is not available, taxi fare home will be provided, when required, to a maximum of fifteen dollars (\$15.00) upon submission of a proper receipt.

## **12.2 Expenses**

When an employee is required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

Sept.1, 2002

(a) Breakfast	\$ 7.50
(b) Lunch	15.50
(c) Dinner	<u>20.50</u>
TOTAL	\$43.50

Where exceptional conditions require higher expenses than those contained herein, the Company will, with prior approval, provide an additional amount based on conditions at the location concerned. Alternatively where the above noted per diems are insufficient to cover reasonable expenses the employee may submit receipts for reimbursement of higher amounts.

### **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 forty (40) kilometer radius of the station in North Bay and within a seventy (70) kilometer radius of the office in Huntsville which excludes Parry Sound, Haliburton and Orillia.
- (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 requiring overnight accommodation shall receive single occupancy 3-Diamond accommodation as per CAA standards at Company expense when available at the location concerned.

#### **12.3.2 Expense Advance**

If an employee requests it, cash will be advanced to them in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of their expenses together with receipts within five (5) days after completion of the assignment.

- 12.3.3** Except in late breaking news assignments, the Company will use its best efforts to provide affected employees with one (1) week's notice of out-of-town assignments.

## **ARTICLE 13**

### **ANNUAL VACATION AND PAID HOLIDAYS**

#### **13.1 Annual Vacations**

Employees shall be entitled to an annual vacation with pay based on their regular rate in effect at the time the vacation is taken. Vacation credits shall be computed as of June 30th of each year, and earned in the following manner:

- (a) Less than 24 months employment - 5/6 day for each completed month of employment (i.e. 2 calendar weeks per year).
- (b) 24 months to 96 months (8 years) - 1 ¼ days for each completed month of employment (i.e., 3 calendar weeks) for employees with two (2) years of seniority but less than eight (8) years of seniority.
- (c) 8 years (96 months) to 20 years (240 months) - 1 ⅔ days for each completed month of employment (i.e., 4 calendar weeks) for employees with eight (8) years of seniority but less than twenty (20) years of seniority.
- (d) 17 years (204 months) or more - 2½ days for each completed month of employment (i.e., 5 calendar weeks) for employees with seventeen (17) years of seniority.

### **RECAP**

#### **Service:**

Company Seniority Computed  
as of **June 30** of each year

Less than 24 months

5/6 day/month (10 days)



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24 to 96 months	15 days
96 to 204 months	20 days
204 months or more	25 days

**13.1.1** If employment is terminated for any reason unused accrued vacation credits shall be paid with the final pay.

**13.1.2** By March 1st of each calendar year the Company shall post a notice to employees calling for Vacation Scheduling Requests for the upcoming vacation year. Employees must submit their vacation request on a form provided by the Company by March 31st. All employees who wish to exercise seniority preference for vacation must submit their request by March 31st.

By April 15th each department will post a calendar indicating approved employee vacation requests on the basis of seniority. Employees whose vacation requests could not be granted will have five (5) working days from April 15th to submit an alternative vacation request for available vacation periods identified on the calendar.

The Company will post any unused vacation credits on January 15th of each vacation year. Each listed employee shall have until March 31st to schedule their unused vacation credits within the current vacation year. Any unscheduled vacation credits remaining after March 31st will be assigned by the Company within the time remaining in the current vacation year, provided the employee is given two (2) weeks notice of the assigned vacation. With respect to the vacation periods which are available preference shall be given to employees on the basis of seniority.

As in the past, the Company will not unreasonably deny requests for vacation schedules on short notice. Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting or denial of such vacation requests.

The parties recognize that the scheduling of vacations is subject to the operational needs of the Company.

**13.1.3** Every employee shall be entitled to have at least two (2) weeks of their vacation period scheduled consecutively and request for additional consecutive vacation credits to be held over to the next vacation year.

## **13.2 Paid Holidays**

The Company recognizes the following as paid holidays:

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

In addition to the holidays listed above, two (2) additional days within the calendar year shall be available to the employee having at least twelve (12) months of Company seniority as of June 30th and shall be scheduled at a mutually agreeable time. **An** employee with less than one year's service, but having at least three (3) months of service on June 30th is entitled to one (1) additional holiday within the vacation year. It is understood that the Company may designate one (1) of the additional days by September 15th each year for use during the Christmas - New Year's period. If this is not done by September 15th the employee may request the additional day be scheduled at a mutually agreeable time. Additional days may not be taken as cash and must be taken by the end of the next vacation year (June 30th).

When one of the holidays listed above falls on a Sunday and the day following is proclaimed a holiday by Federal, Provincial, or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

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

(a) If the holiday falls on a regular working day and the employee is not

required to work, they shall receive their normal basic pay for such day (eight [8] hours at the straight time rate).

- (b) If the holiday falls on a regularly scheduled day off or during their vacation period, the employee may add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (c) If a holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2½) times their basic rate (which amount shall include their basic rate) with a minimum credit of eight (8) hours.
- (d) If the holiday falls on a scheduled day off and an employee is required to work, they shall receive three (3) times their basic rate with a minimum credit of eight (8) hours.
- (e) Any time worked in excess of eight (8) hours on a holiday shall be compensated at one-half (½) the basic rate in addition to the rates provided in (c) and (d) above.

**13.2.2** With respect to Article 13.2.1(c), an employee, at their own option, shall be permitted to add one (1) day off to their 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 times the basic rate only from the holiday payment earned under Article 13.2.1(c). The employee shall indicate their option on their weekly time sheet for such holiday.

**13.3** Before November 1st of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employee's choice of days off shall be considered on the basis of Company seniority within the employee's job assignment, and each employee, if they so request, shall be scheduled off on either Christmas Day or New Year's Day.

**13.4** In order to be eligible for pay on a statutory holiday an employee must:

- (a) have worked thirty (30) days with the Company;

- (b) have worked fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday (vacations and reserve time are considered as time worked);
- (c) worked the scheduled day after the holiday.

## **ARTICLE 14**

### **HOURS AND SCHEDULING OF WORK**

#### **14.1 Work Week**

The forty (40) hour work week shall commence at 12:01 a.m. Sunday. The Union agrees that the work week commencing at 12:01 a.m. Sunday may be changed to commence at 12:01 a.m. on another day of the week, such as Monday, should the Company determine to do so. In such event, the Union will be advised of such change one (1) month in advance and the Company agrees to assist employees with temporary advances to adapt to any new pay system resulting there from. The work day shall consist of a minimum eight (8) consecutive hours.

The work day shall be inclusive of all meal periods or break periods.

The Company will continue the present practice of scheduling two (2) consecutive days off for each employee. These two (2) consecutive days off may be in separate work weeks, i.e. Saturday and Sunday. No employee shall be required to work more than seven (7) consecutive tours of duty.

#### **14.2 Tour of Duty**

A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There shall be no assignment of split shifts.

#### **14.3 Overtime**

The parties agree that operational requirements may require overtime to be worked. It is further agreed that employees have the right to refuse to work overtime hours scheduled prior to the day in question. Should all employees in the job classification refuse to work the scheduled overtime, then the Company may assign the work to any employee who can be reached and who, in the Company's opinion, is qualified to do the job.

With respect of news coverage all overtime hours not related to a news emergency or breaking news story must be assigned or approved by a Supervisor or their designee prior to working the overtime hours.

**14.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.

**14.3.2** All scheduled time worked in excess of eight (8) hours in any one (1) day shall be paid at the rate of one and one-half (1½) times the basic hourly rate of the employee. Employees shall be compensated at twice the basic hourly rate for all hours worked in excess of four (4) overtime hours in a tour of duty.

#### **14.4 Posting of Schedules**

Each employee's work schedule shall be posted by 4:00 p.m., two Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Within this posting period, there shall be no change to an employee's scheduled days off, from the Friday one week before the weekly schedule is in effect, without the consent of the employee. Notice of change in starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the employee's last working day, prior to the day in question. If such notice is not given, the hours outside of those originally scheduled shall be payable at one and one-half (1½) times the basic rate.

When **an** employee is on duty the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly.

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

#### **14.5 Scheduled Days Off**

A day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) or more days off are taken consecutively, or in conjunction with a paid holiday or leave of absence, only one (1) turnaround period shall apply.

#### **14.6 Work on Scheduled Days Off**

When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate, with a minimum credit of four (4) hours. When an employee works on a second day off, after having worked on their first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. When an employee works in excess of eight (8) hours on a scheduled day off, the employee shall be compensated at one-half the basic hourly rate, in addition to the rates provided above.

**14.6.1** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.

#### **14.7 Turnaround**

A turnaround period is the period of at least twelve (12) hours between the actual end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the actual commencement of the next tour of duty, whichever is later.

**14.7.1** All time worked which encroaches on the turnaround period shall be paid at an additional one-half (½) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3

**14.7.2** In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

**14.7.3** No payment shall be made for the following encroachments:

- (a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.
- (b) On a shift where an employee is released from duty to attend labour/management meetings.
- (c) Where an employee has been called back to work during the turnaround period in accordance with Article 14.8.

## **14.8 Call-Back**

Should an employee, who has completed their tour of duty, be called back to work, they shall be paid at the time and one-half (1%) rate with a minimum credit of four (4) hours.

**14.8.1** An employee, at their own discretion, may refuse to **work** call-back as outlined in Article 14.8 and they shall not be penalized for such refusal. Should all qualified employees who could be reached refuse a call-back, the Company can assign the work to anyone in that functional group.

## **14.9 Temporary Upgrades**

- (a) Whenever an employee is assigned a task in a classification with a higher rate of pay, the Employer agrees to pay an additional one dollar and forty cents (\$1.40) per hour, with a minimum credit of two (2) hours.
- (b) Where the employee is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the employee so designated shall be entitled to the upgrading set for in 14.9(a).

**14.9.1** Without their consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

#### **14.10 Excessive Hours and Safety**

The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

**14.10.1** Where the Health and Safety Committee and the Canada Labour Code, Part II requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers) where conditions require their use and to supply other special attire where required.

**14.10.2** A first-aid kit will be maintained in the control room area in each studio, on all locations and in all Company vehicles. All vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, basic tools, survival equipment (blanket, tow rope, battery cables) and a safety partition. The technical vehicle shall also be equipped with a radio-telephone in good working order (where operable).

**14.10.3** All ladders used on electrical outlets, scaffolding and platforms must be in compliance with safety laws.

**14.10.4** As per the Canada Labour Code, as amended from time to time, no employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, and the work refusal process was consistent with the Canada Labour Code they shall not suffer a loss of pay. The Canada Labour Code provides the right to refuse dangerous work with pay and without disciplinary action where an employee does not misuse or abuse their right to refuse dangerous work.



**14.10.5** As per the Canada Labour Code, the Company will ensure the safe working environment of pregnant and nursing employees.

**14.10.6** There shall be the establishment of a Health & Safety Committee or Health & Safety Representative, First Aid Kits and Safety Equipment, as outlined in **Part II** of the Canada Labour Code and its regulations. Minutes shall be taken of all meetings and posted on notice boards. Time spent on the Safety Committee or as a representative to attend meetings or inspections will be considered as time worked.

**14.10.7** As per the Canada Labour Code, the Health & Safety Committee or Health & Safety Representative shall make monthly inspections of the workplace and equipment and shall report the results of their inspection to the Company. Time spent on such inspections shall be considered as time worked.

**14.10.8** The Joint Health & Safety Committee shall have access to any work related accident reports submitted to the Insurance Company and the government or its agencies.

**14.10.9** In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

#### **14.11 ENG/EFP**

In the operation of ENG/EFP cameras and related equipment, it is understood the camera operators will not be unreasonably denied assistance when it is requested.

#### **14.12 Reserve Time**

**An** employee may elect to receive time off in lieu of any overtime or credit for work performed on days off or paid holidays between July 1st and June 30th each year. Such time off shall be based on the actual rate of the penalty or premium time earned (e.g., eight (8) hours at one and one-half (1½) times basic pay equal twelve (12) hours credit) and shall be in lieu of such payment. The maximum balance in the employee's reserve time account shall not exceed twenty-four (24) hours at any one time. The

reserve time must be taken at a time mutually acceptable to the employee and their immediate manager. Any reserved time not taken by June 30th each calendar year shall be paid out.

It is understood that work on "charge out" programs such as telethons, the Bingo Show and other client paid programs cannot be taken as time in lieu.

## **ARTICLE 15**

### **MEAL PERIODS AND BREAK PERIODS**

#### **15.1 First Meal Period**

The Present practice of employees receiving a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, shall be continued. Should an employee not receive their normal meal period as in the past, the employee shall receive a meal displacement which is the equivalent of an additional thirty (30) minutes added to their tour of duty to be paid at the appropriate rate.

#### **15.2 Second Meal Period**

A second meal period of not less than one half hour and not more than one hour's duration shall be received in tours of duty of more than ten hours, during which a first meal period was received. If an employee does not receive a half hour second meal period, the employee shall receive a meal displacement which is the equivalent of one half hour added to the tour of duty to be paid at the appropriate rate.

**15.3** In no event shall an employee be required to work more than six (6) hours without a meal period, except in the case of a broadcast "on-air" emergency.

**15.4** The present practice of employees receiving reasonable rest periods will be continued. Rest periods shall be taken so as not to interfere with the efficient operation of the station and they will not be deducted from the hours of work.

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**ARTICLE 16****GENERAL WAGE PROVISIONS AND WAGES**

- 16.1** Employees shall be paid according to the wage scale of the classification for which they are hired and/or assigned, at the time of hiring. Should an employee be hired at a rate of pay above the start level in their classification, they shall progress from that point upwards on their semi-annual or annual anniversary date of hire.
- 16.2** Progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month following nearest to the employee's semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.
- 16.3** When an employee is transferred into a higher pay classification they shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in their former group, plus the amount necessary to place them on step in the new group, and shall progress upward on the annual or semi-annual anniversary date of their upgrading. One (1) full increment means the increase in pay that the employee would have next received had they remained in their former classification, or if they are at the top of their scale, the increase they last received in reaching the top rate.
- 16.4** Twice the weekly salary (i.e. salary after a reasonable portion of the total monthly deductions have been made) plus any approved overtime and penalty payments for the second preceding pay period will be paid not later than 12:00 noon each second Friday.
- 16.5** During vacation leave an employee's earnings shall continue to be deposited as per above.
- 16.6** Any employee returning to work in their former classification after a layoff, shall return at the rate of pay according to their classification at time of said layoff.

**16.7** In the event that there is a change made by the supervisor to an employee's timecard, the supervisor will consult with the employee. If the change is not agreed to, a copy of the revised timecard will be given to the employee.

**16.8** Groups for the purpose of wage classification shall be as follows:

**Group 1** Photographer/ENG Operator

	Annual Aug 31/05	2.75% Annual Sept 1/05	Hrly Rate	2.5% Annual Sept 1/06	Hrly Rate	2.5% Annual Sept 1/07	Hrly Rate
Start	\$24,451	\$25,123	\$12.0784	\$25,751	\$12.3803	\$26,395	\$12.6899
6 mths	\$25,498	\$26,199	\$12.5957	\$26,854	\$12.9106	\$27,525	\$13.2332
Level 1	\$26,547	\$27,277	\$13.1139	\$27,959	\$13.4418	\$28,658	\$13.7779
Level 2	\$27,945	\$28,713	\$13.8043	\$29,431	\$14.1495	\$30,167	\$14.5034
			\$14.6654	\$31,267	\$15.0322	\$32,049	\$15.4082
Level 4	\$32,136	\$33,020	\$15.8750	\$33,846	\$16.2721	\$34,692	\$16.6788
Level 5	\$34,929	\$35,890	\$17.2548	\$36,787	\$17.6861	\$37,707	\$18.1284

	Annual Aug 31/05	2.75% Annual Sept 1/05	Hrly Rate	2.5% Annual Sept 1/06	Hrly Rate	2.5% Annual Sept 1/07	Hrly Rate
Start	\$25,659	\$26,365	\$12.6755	\$27,024	\$12.9923	\$27,700	\$13.3173
6 mths	\$26,760	\$27,496	\$13.2192	\$28,183	\$13.5495	\$28,888	\$13.8885
Level 1	\$27,859	\$28,625	\$13.7620	\$29,341	\$14.1063	\$30,075	\$14.4591
Level 2	\$29,325	\$30,131	\$14.4861	\$30,884	\$14.8481	\$31,656	\$15.2192
Level 3	\$31,159	\$32,016	\$15.3923	\$32,816	\$15.7769	\$33,636	\$16.1712
Level 4	\$33,726	\$34,653	\$16.6601	\$35,519	\$17.0764	\$36,407	\$17.5034
Level 5	\$36,656	\$37,664	\$18.1077	\$38,606	\$18.5606	\$39,571	\$19.0245

**Group 3** Technical Director/Producer

	<b>Annual Aug 31/05</b>	<b>2.75% Annual Sept 1/05</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/06</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/07</b>	<b>Hrly Rate</b>
Start	\$26,457	\$27,185	\$13.0697	\$7,885	\$13.3966	\$28,562	\$13.7317
6 mths	\$27,591	\$28,350	\$13.6298	\$29,059	\$13.9707	\$29,785	\$14.3197
Level 1	\$28,725	\$29,515	\$14.1899	\$30,253	\$14.5447	\$31,009	\$14.0982
Level 2	\$30,236	\$31,067	\$14.9361	\$31,844	\$15.3096	\$32,640	\$15.8923
Level 3	\$32,127	\$33,010	\$15.8702	\$33,835	\$16.2668	\$34,681	\$16.6736
Level 4	\$34,771	\$35,727	\$17.1764	\$36,620	\$17.6058	\$37,536	\$18.0462
Level 5	\$37,798	\$38,837	\$18.6716	\$39,808	\$19.1385	\$40,803	\$19.6168

**Group 4** Anchor/Photojournalist

	<b>Annual Aug 31/05</b>	<b>2.75% Annual Sept 1/05</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/06</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/07</b>	<b>Hrly Rate</b>
Start	\$27,064	\$27,808	\$13.3692	\$28,503	\$13.7034	\$29,216	\$14,0462
6 mths	\$28,225	\$29,001	\$13.9428	\$29,726	\$14.2913	\$30,469	\$14.6486
Level 1	\$29,385	\$30,193	\$14.5159	\$30,948	\$14.8788	\$31,722	\$15.2510
Level 2	\$30,932	\$31,783	\$15.2803	\$32,578	\$15.6625	\$33,392	\$16.0538
Level 3	\$32,866	\$33,770	\$16.2356	\$34,614	\$16.6413	\$35,479	\$17.0572
Level 4	\$35,572	\$36,550	\$17.5721	\$37,464	\$18.0115	\$38,401	\$18.4620
Level 5	\$38,656	\$39,719	\$19.0957	\$40,712	\$19.5731	\$41,730	\$20.0625

**Group 5** Junior Technician

	<b>Aug 31/05</b>	<b>2.75% Annual Sept 1/05</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/06</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/07</b>	<b>Hrly Rate</b>
Start	\$27,780	\$28,544	\$13.7231	\$29,258	\$14.0663	\$29,989	\$14.4178
6 mths	\$28,971	\$29,768	\$14.3115	\$30,512	\$14.6892	\$31,275	\$15.0361
Level 1	\$30,161	\$30,990	\$14.8990	\$31,765	\$15.2716	\$32,559	\$15.6534
Level 2	\$31,748	\$32,621	\$15.6832	\$33,437	\$16.0755	\$34,273	\$16.4774
Level 3	\$33,734	\$34,662	\$16.6844	\$35,529	\$17.0813	\$36,417	\$17.5082
Level 4	\$36,511	\$37,515	\$18.0361	\$38,453	\$18.4870	\$39,414	\$18.9490
Level 5	\$39,686	\$40,777	\$19.6043	\$41,796	\$20.0942	\$42,841	\$20,5966

**Group 6 Senior Technician**

	<b>Annual Aug 31/05</b>	<b>2.75% Annual Sept 1/05</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/06</b>	<b>Hrly Rate</b>	<b>2.5% Annual Sept 1/07</b>	<b>Hrly Rate</b>
<b>Start</b>	\$37,034	\$38,052	\$18.294	\$39,003	\$18.7514	\$39,978	\$19.2202
<b>6 mths</b>	\$38,515	\$39,574	\$19.026	\$40,563	\$19.5014	\$41,577	\$19.9889
<b>Level 1</b>	\$39,997	\$41,097	\$19.758	\$42,124	\$20.2519	\$43,177	\$20.7582
<b>Level 2</b>	\$42,465	\$43,633	\$20.977	\$44,724	\$21.5019	\$45,842	\$22.0394
<b>Level 3</b>	\$45,428	\$46,677	\$22.440	\$47,844	\$23.0019	\$49,040	\$23.5769
<b>Level 4</b>	\$49,380	\$50,738	\$24.393	\$52,006	\$25.0029	\$53,306	\$25.6279

**16.8.1** The rates in the above scales are minimum rates.

**16.8.2** For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080th of the annual salary to four (4) decimal places.

**16.9 Stand-By**

Maintenance Technicians, ENG Camera Operators and Photojournalists assigned to stand-by during their off hours shall be compensated at the rate of one dollar and thirty-four cents (\$1.34) per hour. However, when assigned to standby on a scheduled day off, a minimum payment of thirty-two dollars (\$32) shall be paid. Stand-by 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 17****EFFECTIVE DATE AND DURATON**

**17.1** This Agreement shall commence on September 1, 2005 and shall remain in full force until August 31, 2008.

**17.2** In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail or fax shall be given to the other party not less than thirty (30) days and not

more than ninety (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

- 17.3** Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties 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.
- 17.4** If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.
- 17.5** The parties to this Agreement declare that it contains 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.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this \_\_\_\_th day of June 2008.

Communications, Energy and  
Paperworkers Union of Canada  
CLC

CTV Television Inc.  
CKNY-TV North Bay

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David Lewington  
National Representative

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Scott Lund  
Director of Operations

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Cindy Males  
Local 710-M President

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Jay Jewitt  
Manager, Human Resources

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Connie Guindon  
Local 710-M Steward



**LETTER OF UNDERSTANDING NO. 1**  
**EMPLOYMENT EQUITY (EE)**

The parties jointly agree and support the goals of Employment Equity in our society. Both parties also recognize that special efforts will be necessary to improve the opportunities for permanent employment of designated group members. The parties desire to make those efforts without -

- (a) lowering the high standards of performance expected of employees and co workers, and;
- (b) placing any quotas or targets on the number of designated group members who must be hired.

To take action on our beliefs, the parties have agreed to the following undertaking:

**1. EE Scholarships and EE Co-operative Placements**

In support of MCTV's Scholarship Program for designated group members, EE co-operative work placements will be made available to students from these groups as one method of increasing their qualifications for future vacancies. While the work terms will include "hands-on" experience, the students shall not be allowed to displace full-time employees.

**2. EE Summer Jobs**

Each summer for the term of this Agreement, the Company will post for a maximum of two (2) part-time/term vacancies in the bargaining unit, and one non-union position, each of which will be designated for designated group applicants. These employees shall fall under all conditions of work provided for in this Agreement and by Company policy. The duration of the EE term vacancies will be a maximum of sixteen (16) weeks in each year. The Company may apply for government grants to offset the cost of providing these opportunities.

### 3. **EE Term Employment**

The parties agree that a maximum of one (1) term or permanent vacancy occurring in any year of the Agreement will be designated as a maximum one year EE term vacancy for a designated group member. The successful applicant **shall** fall under all conditions of work provided for in this Agreement and by Company policy. At the conclusion of the term, the employee will be terminated from our employ. If a fill-time vacancy was designated as the term placement, the job will then be posted as a regular full-time vacancy. The Company shall not designate the EE term vacancy two years in succession.

This Letter of Understanding may be terminated by either **party** being given ninety (90) days written notice.

**Communications, Energy and  
Paperworkers Union, CLC  
David Lewington  
National Representative**

**CTV Television Inc.(CKNY), North  
Bay  
Jay Jewitt  
Manager, Human Resources**

**LETTER OF UNDERSTANDING NO. 2**  
**DISABLED EMPLOYEES**

The parties to this Agreement acknowledge their joint obligation to try and assist employees who become disabled as a result of an injury/illness, to return to meaningful employment at MCTV. To effect that shared belief, the parties have agreed to the following for the term of the Collective Agreement:

- (a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 9.2 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.
- (b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in their former job. Where this is not practicable, the displaced employee may not displace any employee, but may be awarded any full-time, temporary or term position, without regard to the seniority provisions of the Agreement. The employee must still be able to demonstrate that they have the skills, qualifications and abilities to perform the job in accordance with Company standards.

This Letter of Understanding may be terminated by either party being given ninety (90) days written notice.

**Communications, Energy and  
Paperworkers Union, CLC  
David Lewington  
National Representative**

**CTV Television Inc.(CKNY),  
North Bay  
Jay Jewitt  
Manager, Human Resources**

**LETTER OF UNDERSTANDING NO. 3**  
**LABOUR MANAGEMENT COMMITTEE**

The parties agree to the formation of a Labour Management committee (LMC), consisting of two (2) Union and two (2) Company representatives, one of whom will be the Station Manager and the Local President. The committee will meet regularly (but not less frequently than semi-monthly) to discuss matters relating to the administration of this agreement, and general matters relating to employee and Company concerns.

**Communications, Energy and  
Paperworkers Union, CLC  
David Lewington  
National Representative**

**CTV Television Inc.(CKNY),  
North Bay  
Jay Jewitt  
Manager, Human Resources**

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**LETTER OF AGREEMENT**  
**ANTI-HARASSMENT**

It is the policy of the Company and the Union that all employees shall be treated with respect and dignity within the work place. Harassment of any kind will not be tolerated.

**Workplace Harassment:** Workplace harassment is any offensive, hurtful or malicious comment/conduct by an employee towards another employee that is known or ought reasonably to be known to be unwelcome.

Harassment is any behaviour which is perceived by an employee to deny them their self esteem, dignity or respect and is found to be offensive, embarrassing and humiliating. It may be verbal, physical, deliberate, unsolicited and may be one incident or a series of incidents. It may include:

- (a) verbal abuse, abusive language 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 invitations 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. A Union officer acting in good faith on behalf of a member of the union.  
Procedure.

### What to Do if You Are Being Discriminated Against or Harassed

Harassed - If you believe that you are being harassed you should not assume that the problem will go away by itself. You should not assume that the harassment has to be endured because of possible retaliation, nor should you feel guilty or embarrassed. The following steps should be followed:

1. Make your disapproval immediately known to the harasser.
2. Keep a written record of dates/times, the nature of the behaviour and any witnesses to the harassment.
3. If you do not want to deal directly with the harasser or if the harassment continues, you may verbally bring the complaint to the attention of a manager or Human Resources for assistance. Note: Complaints must be filed within six months of the last alleged incident.
4. If the complaint is not resolved at #3, a written and signed complaint may be filed with Human Resources.
5. Human Resources will advise the alleged harasser of the complaint within five working days and provide a copy of the complaint. You will be informed of this action. Note: if the alleged harasser is a member of a union, they may elect to have union representation at any time.
6. The alleged harasser may forward a written reply to Human Resources within five working days.
7. Both the complainant and the alleged harasser will discuss the complaint with only the persons involved in the investigation.

#### The Manager:

1. It is the responsibility of each manager to ensure that harassment does not occur in their department. It is also the manager's responsibility to protect employees from retaliation due to a complaint.
2. Upon receipt of the complaint, the manager will immediately meet with Human Resources to discuss the complaint.
3. The manager will refrain from discussing the complaint beyond those involved in the investigation.
4. Management has the continuing responsibility to stop any harassment that occurs in the workplace irrespective of a complaint.

The Complaint Resolution Process:

Upon receipt of the complaint, Human Resources must:

1. Interview the complainant and the alleged harasser not later than five days after the alleged harasser's written response to the complaint.
2. Interview any witnesses and document accurately information related to the complaint.
3. A recommendation will be reached by Human Resources in consultation with the manager (if they are not the harasser). The parties will be informed of any decision or plan of action.
4. All information will be kept confidential and will not be placed on the complainants file.
5. **An** employee may file a Human Rights complaint with the Canadian Human Rights Commission, but it is generally expected that an employee will only pursue this direction should the internal investigation process not be resolved to the complainant's satisfaction.

**Communications, Energy and  
Paperworkers Union, CLC  
David Lewington  
National Representative**

**CTV Television Inc.(CKNY),  
North Bay  
Jay Jewitt  
Manager, Human Resources**

## ACCEPTANCE, ACKNOWLEDGEMENT & RELEASE

I have read and understand and hereby accept the foregoing severance package. By accepting this severance package, I understand and agree that I am releasing MCTV, CTV Television Inc., CTV Television Network Ltd., and their predecessor companies, and the divisions of each of such companies and all of their parent, subsidiary, affiliated and related companies (the "Companies") and all officers, directors, employees, servants and agents thereof from all actions, causes of actions, claims and demands which I may have arising out of my employment with and termination from employment with CTV Television Inc. and any of the aforementioned companies.

I acknowledge that the foregoing severance package includes all notice of termination, termination pay or severance pay and all benefits owing to me pursuant to the Canada Labour Code, the Employment Standards Act (Ontario), or any similar statutory enactment.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Union Representative Name  
(please **print**)

\_\_\_\_\_  
Date

