

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CFPL-TV, A DIVISION OF  
CHUM LIMITED**

**RECEIVED**  
**JAN 18 2008**

**AND**

**COMMUNICATIONS,  
ENERGY AND  
PAPERWORKERS UNION OF  
CANADA (SOUTHERN  
ONTARIO NEWSMEDIA  
GUILD), LOCAL 87-M**

**September 01, 2006 ~ August 31, 2008**

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# **1**

## **Intent**

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the fundamental principles of creativity and innovation in broadcasting and the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. To this end, this Agreement is signed in good faith by the two (2) parties.

1.2 It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgment and regulatory authority, that creative work carries a creative responsibility and that the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It is the intent of both parties that this Agreement support and reflect these goals.

## 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 set forth in Article 2.2. It shall further include any person employed in any new job or classification created in the future that the parties agree is to be included within the bargaining unit. If the parties are unable to agree, either party may submit the matter to the Canada Labour Relations Board for a decision.

2.2 When the Company creates a new classification within the bargaining unit, the Company shall provide the Union with the following information in writing prior to the posting for the new classification:

- a) Proposed job title
- b) Proposed pay group
- c) Proposed general description of the duties and responsibilities

The Union shall advise the Company, within five (5) working days of receiving the information, of any disagreement with the pay

level of the new classification. Postings for new classifications will indicate that the job is a "newly created bargaining unit classification".

Where the parties have a dispute over the following matters:

- i) Whether an additional position is properly excluded from the bargaining unit; or
- ii) Whether there is a substantive change in job content in an existing position excluded from the bargaining unit, associated with a change of position title change and the position no longer meets the criteria for exclusion under the Canada Labour Code;

Either party may submit the dispute to binding arbitration under Article 7 of the Collective Agreement or another agreed to method of dispute resolution.

**2.3 Bargaining Unit –** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of CFPL-TV, a division of CHUM Limited, including The New PL, The New WI and The New NX working in and out of the cities of London, Wingham, Chatham, Sarnia, Owen Sound and Windsor covering southwestern Ontario, as set forth in

the certification of the Canada Industrial Relations Board dated June 12<sup>th</sup>, 2003 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board.

The parties have mutually agreed that the following employees are excluded from the Agreement:

Commercial Writer-Producer  
Community Relations Co-ordinator  
Community Relations Director  
Controller  
Co-ordinator of Office Services/Executive to the  
Engineering Manager  
Creative Services Director  
Creative Services Supervisor  
Engineering & Operations Manager  
Engineering Supervisor  
Executive Assistant to the Creative Services Director  
Executive Assistant to the Program Manager  
Executive Assistant to the Station Sales Manager  
Executive Assistant to the Vice-president General  
Manager  
Graphic Design Supervisor  
IT Co-ordinator  
IT/Broadcast Technician  
News Director

Operations Supervisor  
Program Manager  
Sales Representative  
Station Sales Manager  
Supervising News Producer  
Supervising Program Producer  
Traffic Supervisor  
Vice-president General Manager

#### 2.4 On-Air Performers

- a) The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity, and marketability (image), which with respect to the On-Air Talent (Anchors; Producer/Performers; Reporter, News; Reporter/Cameraperson; Reporter, Sports; Weather Announcer; Meteorologist; Entertainment Editor; Associate Producer/Announcer; Associate Producer/Anchor) are not capable of definition in solely objective terms. The parties also agree and understand that On-Air Talent are an integral part of the image and character of a television station and as such have special responsibilities that go beyond those of other bargaining unit employees. These include, but are not limited to: being highly

acceptable to the viewing audience, appearing in public on the station's behalf, being involved in the community and representing one's self professionally, with dignity, at all times while appearing in public.

The Company will provide direction and assistance to such employees to assist the employee in achieving necessary standards of performance, creativity and marketability and/or to consistently fulfill his/her special responsibilities. The parties therefore agree that the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity and marketability or has not met reasonable Company expectations regarding special responsibilities. Such right shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been advised by written notice (which notice shall describe in reasonable detail the manner in which such employee has fallen short of such standards of performance, creativity and market- ability and/or has not reasonably met Company expectations regarding special responsibilities).



An employee so removed shall exercise one of options i) or ii) as described in b) below. The right to remove an employee from his/her role shall not be used as a disciplinary measure and shall be in addition to and not in substitution for, the Company's right to apply discipline, which may only be exercised for just and sufficient cause.

Due to the uniqueness of the conditions of employment for On-Air Talent, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with On-Air Talent individually to cover rates of pay, hours of work, severance, etc., providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

In recognition of the Union's status as exclusive bargaining agent for On-Air Talent, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within three (3) workdays of its receipt.

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

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

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

More than three (3) years service, four (4) weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of 104 weeks of severance pay;

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

ii) Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other job classification other than an On-Air Talent classification, in which the employee has previously successfully performed the duties of the other classification or has the

ability to perform the job immediately upon reassignment or following a reasonable familiarization period of four (4) weeks. In the event a less senior employee is displaced by an On-Air Talent the employee shall be permitted to exercise his/her seniority rights as per the Collective Agreement. An On-Air Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

iii) An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce air-checks and such other material, which may be required to assist the employee in securing new employment.

## 2.5 Employee Categories and Definitions

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 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 discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefore. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.

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

## 2.6 Part Time Employees

A part-time employee is defined as a person who is employed on a regular, temporary or occasional basis or to cover maternity leave, child care leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (12) months. Part-time employees shall be paid on an hourly basis for all hours worked at a rate equal to 1/1950 of the respective annual salary scale amount for the classification/scale level to which they are assigned. Such employees shall be paid for a

minimum of four (4) hours per day, to a maximum of twenty-four (**24**) hours per week. The maximum hours shall not apply: when part-time employees are hired on a temporary basis to replace an employee on vacation, maternity, sick or child care leave, leaves of absence or when a part-time employee is hired for a specific assignment for a pre-determined length of time which shall not exceed twelve (12) months.

2.6.1 All Articles of this agreement shall apply to part time employees except as detailed below:

- a) Article 9.1 applies however Company seniority will be applied separately for part-time employees as a group distinct from full-time employees. Part-time employees shall be probationary employees for a period of 487.5 hours worked from their date of hire with the Company. The Company may extend the probationary period up to a total of 975 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefore. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

Part-time employees who are subsequently hired as full-time staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated part-time hours as follows:

i) For employees hired in the classification in which they are regularly performing part-time work, one-half (**1/2**) of their total accumulated part-time hours shall be credited toward their full-time probationary period, to a maximum credit of two (**2**) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

ii) For employees hired full-time in a classification in which they are not regularly performing part-time work, no part-time hours will be credited to their probationary period, however, upon successful completion of the probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

b) Articles 9.1.3 applies with the exception of layoff, recall and severance and 9.2.2 shall not apply. Article 9.2 shall not apply however when part-time employees are laid off, it is agreed that the following shall be applicable.

1: Part-time employees hired to work on a specific project, childcare leave and leaves of absence, vacation of maternity leaves or for a specific period of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate temporary employees under this clause by giving two (2) weeks notice or two (2) weeks pay in lieu of notice for durations of six (6) months or less and if the duration is longer than six (6) months the Company may terminate the temporary employment by giving four (4) weeks notice of four (4) weeks pay in lieu of notice.

2: Part-Time employees hired on a daily or on a sporadic basis will not require notice of layoff due to the nature of their assignment.

3: Part-Time employees working on a “regular weekly basis” (Defined as averaging 20 hours/week from September 1 – August 31 in

any calendar year. Each September 1, the Company will determine which part-time employees qualify as 'regular weekly basis'. Part-Time employees deemed 'regular weekly basis' shall qualify for the rights described in the next sentence and in 'c' for the year following the year in which he/she qualified as 'regular weekly basis'. Articles 9.2, 9.2.1, 9.2.2, 9.4, 9.6, 9.6.1, 9.6.2, 9.6.3, and 9.7 shall apply for 'regular weekly basis' employees however such employees may only displace other 'regular weekly basis' employees.

c) Articles 11.1 and 11.2 shall not apply to part time employees other than 'regular weekly basis' part time employees.

d) Article 12.1 and 12.1.2 shall not apply however 'regular weekly basis' part-time employees shall be eligible for the drug and dental portions of the benefit plan as follows:

Single coverage – maximum claims in the amount of \$1000 per calendar year

Family coverage - maximum claims in the amount of \$1500 per calendar year



e) Article 22.5 shall not apply however employees shall receive the percentage of vacation pay commensurate with their years of service measured in hours on each pay cheque according to the chart in Article 22.5. Part-time employees shall be eligible for unpaid vacation days according to the chart in Article 22.5.

f) Article 22.1 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.

g) Article (24.2) shall apply except part-time employees shall receive overtime for authorized hours worked in excess of 7.5 hours in a shift or in excess of 37.5 hours in a week. Article 24.3, 24.4, 24.5 (regarding consecutive days off), 24.6 and 24.15 shall not apply. Article 24.16 shall apply however such notice shall be provided by 1:00 p.m. the day prior to the shift in question.

2.6.2 Students and Volunteer Trainees - Students participating in a recognized educational program or co-operative study program and volunteer trainees may

perform functions within the bargaining unit for the purpose of training and learning.

The Company will provide the name of the student or volunteer trainee, and the anticipated start and finish date to the Local Union prior to the commencement of the assignment. The Company will also provide the name of the educational institution or work program, where applicable, and the department or work area in which the student or volunteer will be involved. Such assignment shall not be in excess of six (**6**) months unless extended by mutual agreement of the parties.

It is agreed between the parties that the Company's first obligation is to provide training and career development opportunities to members of the bargaining unit. It is therefore understood that students and volunteer trainees will not prevent bargaining unit members from participating in training or career development opportunities.

Where the Company assigns the student to assist a member of the bargaining unit as an extra to the normal crew compliment, the Company shall designate (where possible, by mutual consent) a member of the bargaining unit with whom the student will work. Should a student be assigned without the guidance of a member of the bargaining unit, he/she shall be paid the appropriate rate

in accordance with this Agreement.

2.6.3 It is agreed and understood that the provisions of Articles 2.6 and 2.6.1 above will not be used for the express purpose of eliminating or replacing full-time employees, or to avoid hiring or the recall from layoff of full-time employees. The Company will not consistently use penalty or premium clauses to expressly avoid replacing full-time employees.

### **3**

#### **Management Rights**

3.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:

- a) to set the broadcasting policy and broadcasting standards of the Company;
- b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate

personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable cause, provided that a claim by an employee that he/she has been demoted, disciplined, suspended or discharged without just and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

3.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operation, the content of programmes, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all

operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company.

3.3 Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

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

3.5 The Company agrees that the exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

#### **4 Union Rights**

4.1 Dues Check-Off - During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the dues as levied by the Union for each pay period (weekly, bi-weekly or semi-monthly, etc.). The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union.

The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Company fourteen (14)-calendar day's written notice. The new deductions will take effect on the payday in the next week following the expiry of such notice. The Company shall provide the Union with a monthly computer disk detailing the following information:

- i) Employee name, address and employment status;
- ii) Gender;
- iii) Classification, salary and date of hire;
- iv) The amount of gross dues deducted for each employee, any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave or any type of leave of absence as defined by this collective agreement.

4.1.1 Each year the Company will indicate on the T4 slip issued to Employees, the total amount of dues deducted at source and forwarded to CEP.

4.1.2 In consideration for the Company making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues.

4.2 Notices to Union - The Company shall mail, or fax, and/or e-mail (when documents do not require signatures) to the National Representative and Unit Chairperson one (1) copy of each of the following:

i) Within five (5) work days, notice of hiring, dismissal, promotion or demotion of any employee within the bargaining unit; notice of extension of probationary period, report and reply as contained in Article 2.5 and 2.6, suspension or any disciplinary action placed on an employee's file within the bargaining unit;

ii) Any notice pertaining to the application or agreed interpretation of this Agreement;

iii) The Company will furnish two (2) copies of seniority records and wage information for negotiating purposes;

iv) The Company when notifying a person of his or her acceptance as an Employee, shall provide the Union with information as outlined in Article 4.1 (i) through (iii).

4.3 Information Package for new employees - A new employee shall be provided with a copy of the Employee Benefit Programs, the Collective Agreement and a written statement from the Company indicating the employee's rate of pay and classification. The Company reserves the right to require new employees to sign a letter of acknowledgement consistent with the



terms of this collective agreement and including Company policies.

4.4 Union Access to Premises - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement, upon reasonable advance notice to the Company. Such access shall be carried on at reasonable hours and in such a manner so as not to interfere with the normal operations of the Company.

The Union will advise the Company of its designated representatives who wish to gain access to the premises and the Union agrees to comply with all reasonable Company security precautions as may be in force from time to time.

4.5 Bulletin Boards - The Company agrees to provide a Notice Board at each of the PL, WI, and NX locations exclusively for the posting of Union notices regarding elections, meetings, Local negotiation developments and internal affairs of the Union (the location to be mutually agreed upon). The Company will provide a space at the location where the Unit

Chair works to locate a filing cabinet for union business.

4.6 Leave For Union Activities – Upon request by the Union, leave without pay will be granted to any employee duly authorized to represent employees of this bargaining unit at:

- a) Executive, Council meetings or Conventions of the Union and Labour Education Seminars. A written request for such leave shall be submitted at least twenty (20) days in advance.

Such leave shall be limited to a total of four (4) employees at any one time, and to a maximum aggregate total of four hundred and fifty (450) working hours in any calendar year. The maximum leave for any individual union official shall not exceed sixty (60) hours and one hundred (100) working hours for an Executive Officer. The company will consider reasonable requests from the union to increase the individual and/or aggregate maximum. Such leave shall not constitute a break in continuity of service in seniority, severance pay, or other benefits under this Agreement.

- b) In order to attend the CEP National Convention every other year (or every third year) up to four **(4)** employees will be released and the maximum aggregate total of working hours may be increased by an additional one hundred thirty **(130)** working hours, exclusive of the individual limits in above to attend the CEP National Convention, The Company will be advised of the Convention dates as far in advance as possible. A written request for such leave will be submitted to the Company at least sixty **(60)** days in advance.
- c) It is understood that operational requirements may prevent the release of particular employee (s) under this article and in such case the Local Union shall be allowed to name the alternate (s), however such requests for leave will not be unreasonably denied.
- d) An employee on unpaid union leave under this Article shall be compensated at her/his regular rate for the leave by the Company. The Company will then invoice the union for reimbursement of such compensation which shall be paid by the Union within fifteen (15) days of the date of the invoice.

e) In addition, up to one (1) employee may accept a full-time elective position with the Union or an official labour body for a period not exceeding two (2) years. Any additional yearly periods may be granted at the Company's discretion upon receipt of a written request from the employee and the President of the Union.

The Company may hire temporary employees to fill the vacancies created by such leave of absence. During the employee's leave and subject to the limitations of the various benefit plans, the employee may continue to participate provided the employee prepays all premiums and contributions. During such leave the employee shall not accumulate seniority for the purposes of annual leave credits and severance pay.

4.7 Upon notification in writing by the Union, the Company will recognize one (1) Steward at each of the PL, WI and NX locations and one (1) Unit Chair to service grievances in the manner provided for as outlined in Article 7 in this Agreement. It is understood that the Stewards will only service grievances at the location that they represent. In the event the Unit Chair is an employee at either WI or

NX, the Unit Chair will act as the steward at her/his location and there shall be one (1) steward at the other location and two (2) stewards at the PL location.

The Union agrees that Stewards and the Unit Chair have their regular work to perform on behalf of the Company, and in recognition of that neither a Steward nor a Unit Chair will leave his regular duties to, service a grievance or, attend a meeting with the Company, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and the Unit Chair shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.

4.8 The Company shall allow **up** to four (4) employees time off, without loss of pay or other benefits, to attend meetings with the Company for the purpose of negotiating a renewal of this Collective Agreement. The union may have a fifth member of the bargaining committee however no more than 4 employees may be released for pre-negotiation and negotiation meetings. The Company will also grant the Union bargaining committee one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation union meeting. The union shall provide the Company with three (3) weeks advance

notice of such pre-negotiation day. In the event the Company must adjust schedules to accommodate the pre-negotiation meeting, no penalties shall be applicable to the Company for any affected employee.

## **5**

### **Non-Discrimination**

5.1 The parties hereto mutually agree that no employee shall be interfered with, restrained, coerced or 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.

5.2 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, family status, gender, colour, race, ethnic or national origin, religious or political affiliation, or a conviction for which a pardon has been granted.

5.3

- a) The Company shall maintain a working environment which is free from harassment,

including personal harassment, sexual and/or racial harassment as outlined in the Canadian Human Rights Act.

Procedure - Any employee who believes that he/she has been subject to harassment is encouraged by the parties hereto to file a complaint in accordance with the Policy. The National Representative of the Union and the Unit Chair will be advised in writing within five (5) working days of receipt of any written complaint filed by, or against any member of the bargaining unit. The Company will only be required to provide the name(s) of any bargaining unit member concerned.

b) The Company may amend the Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the policy in a substantive manner, (other than for purposes of compliance with legislation) it shall be done so by mutual consent of the Company and Union.

#### NON-DISCRIMINATION/HARASSMENT POLICY

##### Preamble

All employees of the Company are entitled to

employment in a work environment that is free of discrimination and harassment. This Policy and procedure outlines the commitment of the Company and the Union to ensure a harassment-free workplace as required under the Canadian Human Rights Act and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

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

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

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

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

Definition of Discrimination/Harassment



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

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

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

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

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes and innuendos, 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. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

#### How to Tell if Harassment has Occurred

Harassment will be considered to have taken place if a reasonable person ought to have known that such

behaviour was unwelcome. Examples of questions that would indicate whether an activity is welcomed are:

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

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

**Discriminated Against** - An employee who believes that he or she has been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with his/her Department Head and/or his/her Union representative. In the event the employee raises an issue with the Union only, the Union representative shall immediately report the claim to the Department Head.

**Harassed** - An employee who believes that he or she is being harassed should not assume that the problem will go away by itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or

embarrassed. The following steps should be followed where possible:

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

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

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

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

#### Resolving the Complaint

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

The alleged harasser will be made aware of the

complaint and be given an opportunity to respond.

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

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

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

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

## **6**

### **No Strike, No Lockout, No Strike-Breaking**

6.1 The Union will not cause nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or any kind of cessation of work or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either

total or partial, while this Agreement is in force. The Company will not cause nor permit its employees to cause, engage in or permit, a lockout of any of its employees within the bargaining unit while this Agreement is in force.

6.2 The Company will not require any employees to perform the duties of any other person who is engaged in a lawful strike or to originate a program or programs expressly for the purpose of strike breaking.

6.3 An employee shall have the right to refuse to go to any television station; transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered **by** this Agreement is in progress. Such refusal shall not be considered grounds for disciplinary action, except that ENG, EFP and Microwave Truck Operators will be required to perform their news functions.

## **7**

### **Grievance and Arbitration Procedure**

7.1 For the purpose of this Article, unless otherwise specified, the reference to “Union” shall mean the steward or unit chair.

Grievance - An employee shall have the right to grieve

any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is intended to preclude the informal discussion and review of employee concerns or complaints between employees and members of management. The parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to the Company at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on grievance procedure.

7.2 No employee shall have a grievance until the employee, with the assistance of a Union representative if so desired, has met with his or her immediate Manager with the objective of resolving the complaint. Such a meeting shall occur not later than ten (10) days following the date from which the employee became aware or reasonably should have become aware of the event or circumstances giving rise to the complaint. A written response shall be made to the employee with a copy to the unit chair within five (5) working days of this meeting. If the matter is not resolved, the following shall be the procedure for the adjustment and settlement thereof

## STEP 1

In the event the complaint is not resolved, a grievance may be taken up in the following manner and sequence provided it is presented within ten (10) working days of the Manager's reply to the complaint: the Union shall present the grievance in writing, in the case of an individual grievance, to the Departmental Manager (or designate) setting forth the nature of the grievance, and the remedy sought. The Departmental Manager or designate shall arrange a meeting with the Union within ten (10) working days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested **by** either party, and discuss the grievance. The Departmental Manager, or designate may have such assistance at the meeting as is considered necessary. The Departmental Manager, or designate will give the National Representative and Unit Chair a decision in writing within ten (10) working days or less following the meeting with a copy to the grievor and the Union.

## STEP 2

In the event that the grievance is not resolved in STEP 1, the grievance may be referred to the Director of Human Resources or his/her designate, and a Union National Representative and Unit Chair for further discussion and



consideration within fifteen (15) working days. The Company shall provide the National Representative and Unit Chair with written notice of their decision within ten (10) working days of their discussion and/or meeting.

### **STEP 3**

In the event the Director of Human Resources or his/her designate and the National Representative and Unit Chair are unable to reach a resolve in STEP 2, either party may, by notice in writing given to the other, within twenty (20) working days, submit the grievance to final and binding arbitration.

The notice of the party referring the matter to arbitration shall include the name of the proposed sole arbitrator, which is to be mutually agreed upon. If the parties are unable to agree on the selection of an arbitrator within twenty (20) working days once formal notice is given, the Federal Minister of Labour shall be requested to appoint the Arbitrator. The Company and the Union local shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

7.3 Arbitrator - The arbitrator shall not be authorized to alter, modify, or amend the provisions of this Agreement nor to make any decision inconsistent therewith. Where the Arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

7.4 Time Limits - Any time limit mentioned under the grievance procedure shall be counted as working days, excluding Saturdays, Sundays and Statutory Holidays. The time limits imposed upon either party of any STEP in the Grievance Procedure may be extended by mutual written agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

7.5 Where no reply is given to a grievance within the time limits specified, and no extension was agreed to, the Union or the Company, as the case may be, shall be entitled to submit the grievance to the next step in the Grievance Procedure.

7.6 Grievances involving the discharge or discipline of an employee may be submitted at **STEP 2** of the grievance procedure.

7.7 The Company shall have the right to file a grievance in writing signed by the Director of Human Resources or designate, with the Union within ten (10) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Company. A meeting will be held with the Union within ten (10) days of the presentation of the grievance and the Union shall give the Company its written reply to the grievance in ten (10) working days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within twenty (20) working days of the date the Company received the Union's reply.

7.8 The Union shall have the right to file a 'policy' grievance in writing with the Company within ten (10) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Union. Failing settlement, a meeting will be held with the Union within ten (10) working days of the presentation of the grievance and the Company shall give the Union its written reply to the grievance in ten (10) working days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within twenty (20) working days of the date the Union received the Company's reply.

7.9 In the event, that more than one (1) employee is affected by the same circumstances and based on the same incident, such grievances may be combined and treated as a Group grievance.

7.10 The Company shall compensate the Unit Chair and Stewards at their regular salary plus applicable shift differential for time spent in attending meetings with the Company and in servicing grievances up to but not including arbitration, Any time spent in such meetings shall not be considered for the purpose of determining regular or overtime pay, if the meetings extend beyond their regularly scheduled shift. It is understood that such meetings may be held, with mutual consent, at times when employees are not scheduled to work.

7.11 Employees shall suffer no loss of regular salaries or other benefits while investigating grievances, or while attending grievance meetings with the Company.

## **8**

### **Report on Performance**

8.1 Employees who have completed their probationary period shall be notified in writing, of any expression of dissatisfaction concerning his/her work,

within ten (10) working days of cause for dissatisfaction becoming known to his/her immediate Manager. He/she shall be provided with a copy of any complaint or accusation which may be detrimental to his/her advancement or standing within the Company, as soon as possible after the complain or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.

8.2 Employees may respond, in writing, to any such complaint or accusation and if the written reply is received by their immediate Manager within ten (10) working days of receiving the notice referred to above, the reply shall become part of their record for use by them at any time.

8.3 An Employee shall have access to his/her personnel file in the presence of his/her 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 five (5) working days after the initial request.

8.4 All references to disciplinary action at a level less than a suspension shall be removed from the employee's personnel file after 18 months of the date of such action being taken, provided that the employee

does not incur any further disciplinary actions of a similar nature within the 18 month period. All references to disciplinary action involving a suspension shall be removed from the employee's personnel file after 24 months of the date of such action being taken, provided that the employee does not incur any further disciplinary actions of a similar nature within the 24-month period. Absences shall not be included in this calculation.

8.5 In lieu of the application of Article 8.1, it is agreed that probationary employees shall receive feedback and direction on their performance during their probationary period. The parties agree that further to Article 2.5 and 2.6, Employee Categories & Definitions, in cases where a probationary employee is experiencing performance or conduct problems during his/her probationary period the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing with the Company.

8.6 Employees shall have the right to take their Steward (or Unit Chair if he/she is located at the same location as the employee otherwise the Steward shall assist) with them to any disciplinary meeting involving Management personnel. The employee shall notify the

Company in advance if she/he is bringing a union representative to the meeting.

8.7 Nothing in this Article shall prevent the Company from continuing its practice of providing annual Performance Development Plans for employees and meeting with employees to discuss such. It is understood that a Performance Development Plan is not a Report on Performance (i.e. disciplinary action) and shall not be considered in the event disciplinary action is taken.

## **9**

### **Seniority Rights**

9.1 Seniority for full-time employees shall be defined as the length of continuous service in the bargaining unit for all employees since the date of last hiring. Seniority for part-time employees shall commence in the same manner but shall be equal to the length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of six (6) months.

9.1.1 Seniority shall not be established until the probationary period, and any extension thereof, as set out in Article 2, has been served but shall then be calculated from the date of hire.

9.1.2 Seniority shall exist but not accumulate during any leave of absence approved by the Company, except as provided in this Agreement (e.g., Article 4.6).

9.1.3 The principle of seniority shall apply as set forth in the applicable Articles in cases of promotions and transfers (Article 10), layoff and recall, severance and vacation scheduling.

9.1.4 The Company shall prepare a seniority list showing the name, date of hire and classification of each employee in the bargaining unit. An up-to-date copy of the seniority list shall be posted in all workplaces and a copy shall be sent to the Union every six (6) months.

9.1.5 A person shall lose all seniority with the Company if he or she:

- i) Retires or voluntarily quits the employ of the Company; or
- ii) Is discharged and such discharge is not reversed through the Grievance Procedure; or
- iii) Is absent for five (5) consecutive working days unless a satisfactory reason is given to the Company; or.



iv) Fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Company.

## 9.2 Lay-offs

When layoffs are to be made, the Company shall determine the classifications where reductions are required and the number of employees to be laid off. The Company shall post such a declaration in the work place along with the bargaining unit seniority list on the date layoffs are announced.

Lay-offs shall proceed in inverse order of Company seniority within those job classifications in Article 27. Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid-off from such classification. The Union agrees the Company may offer senior employees within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4. The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with Article 9.4) if it would prevent

the layoff of a junior employee.

Employees who are eligible to displace another employee but elect to be laid off from their employment shall, in addition to the payments under Article 9.4, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

**9.2.1** An employee about to be laid off from a classification who wishes to displace a less senior employee in a classification at the same or lower level for which the employee possesses the occupational qualifications must notify the Company, in writing, of the classification the employee wishes to assume within **48** hours of being notified of the layoff. Occupational qualifications may include: creativity, knowledge, experience, skill and ability. If an employee fails to provide such notice to the Company, the employee will be deemed to have abandoned any rights under this Article. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority. It is agreed that an employee may require a reasonable period of familiarization in the new classification, which shall not exceed four (**4**) weeks. It is understood

that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period and shall elect (within **48** hours) to either be on the re-engagement list in accordance with Article 9.6 or to receive severance pay as per Article 9.4. In the event such an employee does not notify the Company within **48** hours the employee will be deemed to have elected to receive severance.

9.2.2 The Company shall advise the employees and the Union through one announcement by way of the declaration described in Article 9.2 to all employees covered under this agreement at least 6 weeks in advance of the proposed layoff, or such length of time as prescribed by legislation. In lieu of such notice the Company shall pay the affected employee(s) 6 weeks

pay, less the amount worked by the employee during the notice period. (for example – if two weeks are worked, then only 4 weeks shall be paid). Employees who are displaced in accordance with Article 9.2.1 shall be deemed to have received notice of layoff at the time of declaration referred to above, provided that they are advised and laid off within the 6 week notification period. A further notification period of four (4) weeks shall be added to the initial period for any affected employee who has not been advised and laid off within the initial 6 week period.

Employees who elect to receive severance pay in accordance with Article (severance) will be deemed to have been laid off and abandoned any recall rights.

- a) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve (12) hours of said documents being presented. In addition the Company agrees to release Union official(s) from work, without loss of pay or other benefits, to assist affected employees during the layoff process. It is understood that Union Official(s) may be released when it is necessary to directly assist a particular employee, on request, or to be

available to provide general advice and assistance to affected employees at specific times during the notification period.

9.3 An employee who has reverted to a lower salary group under Article 9.2.1 shall assume the salary on the new scale in accordance with the chart below. Such an employee's placement on the new scale shall be established based on credit for years of service within the classification and any credit for industry experience recognized by the Company at the time the employee initiated the new position.

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

9.4 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to three (3) weeks pay for each year of

continuous service to a maximum 78 weeks. 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.

9.5 While an employee is laid off, the Company will continue the group health (except for elective Dental and Vision Treatment, STD, LTD and Life Insurance) 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 a new place of employment.

9.6 Re-engagement of Laid-Off Employees - Employees will retain their seniority and have recall rights as follows:

- a) Employees with less than one (1) year seniority will retain recall rights for six (6) months.
- b) Employees with more than one (1) year seniority will retain recall rights for twelve (12) months.

- c) Employees with more than three (3) years seniority will retain recall rights for twenty-four (24) months.

9.6.1 When full-time vacancies occur, the Company agrees to recall former employees who have recall rights in accordance with Article 9.6 and have the occupational qualifications to fill the vacancy, in order of Company seniority. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position at the end of the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period, resume their

recall period, and the employee shall lose recall rights to this classification.

Notwithstanding the above, employees who had exercised their Company seniority and moved to another job classification at time of layoff (Article 9.2.1) shall have first recall rights to their previous classification when a vacancy occurs therein.

9.6.2 The Company's responsibility will be considered fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. If the employee does not advise the Company of her/his intentions within five (5) business days and return to work within a further seven (7) days of the date of the recall notice (if the employee is on lay-off), or on the date specified in the recall notice, whichever is the later, or make alternate arrangements which are mutually acceptable, the employee will have waived that recall.

An employee who may not be available for recall for personal or other reasons, and has not advised the Company, shall be deemed to have abandoned all recall rights.



9.6.3 If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.

9.7 The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.

## **10**

### **Promotions and Transfers**

10.1 Promotions - Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a notice of vacancy which will include the proposed job title, for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period.

When the Company requires a temporary employee to cover: a project or production of a predetermined length of time not to exceed twelve (12) months, vacation relief, maternity leave, child care leave or leave of absence, the Company will post the position. The successful applicant will be reassigned to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3)

months in the new position. The Company may, at anytime during this period, return the employee to the former position with no loss of seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee in accordance with Article 2.6 to temporarily replace an employee accepted on a posting for a temporary assignment.

The parties acknowledge that where it is not possible to determine with certainty the length of the reassignment to a temporary position the Company may end a temporary reassignment at any time and return the employee to the former position with no loss of seniority. At the conclusion of the temporary reassignment, the employee shall return to his/her former position. Where the Company decides that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with this article.

Extensions of the temporary reassignment will be agreed to by the parties where in the circumstances it is reasonable to do so.

10.1.1 Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, training and/or education, as well as other

relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

10.1.2 An employee who is promoted or transferred to another position shall be on trial for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised, in writing, that the promotion or transfer has been confirmed.

10.1.3 It is recognized that the Company may, from time to time, require employees to perform work in a job classification other than their regular classification. Employees who perform 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.

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

10.1.5 The Company shall post notice of full-time and regular part-time vacancies on the bulletin boards in all departments and satellite locations (NEW PL/WI/NX) locations and shall send a copy to the Union.

10.1.6 Relocation - The Company shall not transfer any employee to another city to work without the consent of the employee.

10.1.7 No employee shall be penalized in any way for refusing to accept a promotion.

## **11**

### **Jurisdiction, New Devices and Methods**

11.1 The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programs and overall

operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programs, web based programs or productions produced exclusively by and for the Company at the Company's premises.

11.2 Technological Change – Should the introduction, replacement, supplementation or modification of any systems/processes, machinery, equipment or device result in the layoff of employees as distinguished from layoffs, caused by changes in programming, the Company agrees to the following conditions:

- i) The Company shall give the Union and the employees affected as much advance notice as is practicable, but not less than four **(4)**months notification of such layoffs or four **(4)**months pay in lieu of said notice plus all other benefits for the same period. Also, the employee shall receive severance pay as outlined in Article 9.4.

ii) The Company shall notify the Union in writing stating the nature of the change contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties, may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off, during their normal workweek without loss of salary, to be interviewed for positions outside the Company.

11.3 Program Credits - **As** the parties have recognized that creative work carries creative responsibility, the Company will provide television programme credits on all productions ,one-half (½) hour in length or greater. The parties further agree that News and weekly strip programmes will provide

credits once a week. The content of these credits will be at the Company's sole discretion. When using an employee's credit or likeness for promotion or any other media use, the Company shall consult the employees involved when practicable.

11.4 The Company will display the Union logo and local name in the credits for productions produced exclusively by the Company.

## **12 Employee Benefits**

12.1 Sick Leave and Insurance Plan - The Union recognizes the benefits contained in the CHUM Limited Employee Benefit Plan (Policy #2190) in respect to:

Life Insurance

Disability Income (STD/LTD)

Hospital Expense Benefit

Medical and Dental Care Benefits (including Vision Care)

Accidental Death and Dismemberment Insurance

### Employee Assistance Program

The Company agrees to pay (one hundred percent) 100% of the cost of the Plan covering full-time employees, their spouses and children. The Company will not reduce any of the benefits contained therein nor those provided by company policy (e.g. eye examinations) during the life of this Agreement without the approval of the Union. The Company shall have the benefit provider issue Drug Cards to all employees which enable the employee to fill prescriptions under the Benefit Plan without paying, providing the pharmacy honours such cards in accordance with the Benefit Plan Policy.

- a) When taken ill, an employee shall notify his/her department head, or other person as determined by the Company from time to time, as soon as possible after his/her illness, at least two (2) hours before the beginning of the scheduled starting time where possible, unless the employee's shift commences between 02:00 and 09:00, in which case the notice shall not be later than one (1) hour before the beginning of the scheduled starting time.



- b) An employee shall offer medical proof of his/her illness of three (3) days or more, if requested to do so by the Company.

12.1.2 Absence because of illness or incapacity shall not interrupt an employee's accrual of vacation credits for the first 6 months of absence only.

12.1.3 OHIP Medical Plan – The Company shall pay one hundred percent (100%) of the cost of the Ontario Health Insurance Plan (OHIP), or any medical coverage introduced by Federal or Provincial governments to replace any of the above-mentioned plans during the life of this Agreement, covering the employee, her/his spouse and children.

## **13**

### **Maternity and Parental Leave**

13.1 Maternity/Parental Leave eligibility shall be granted in accordance with the Canada Labour Code. Eligible employees must:

- a) be full-time having completed six (6) months of continuous service prior to the commencement of the Maternity/Parental Leave;
- b) provide a certificate from a qualified medical practitioner certifying that she is

pregnant; or provide proof, in the case of adoption, that the employee will be responsible for the care of a child in accordance with the laws of the province;

- c) indicate a commitment to return to employment with the Company upon the expiration of the leave;
- d) provide written notice to the Company at least four (4) weeks' before the beginning of the leave, where reasonably possible, indicating the duration of the leave, and at least four (4) weeks written notice of the return to work date;

Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave;

Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations;

- i) The aggregate amount of leave that may be taken by the birth mother under pregnancy and parental leave shall not exceed fifty-two (52) weeks;

ii) Under the pregnancy and parental leave provisions, an employee may elect to take a shorter leave:

iii) **An** employee absent on maternity/parental leave shall be entitled to all the rights and benefits as per the Canada Labour Code.

13.2 Benefits under this article shall be available to same-sex couples.

Employees eligible for the leave with pay will receive ninety-five percent (95%) of pay at their actual rate of pay (including any retroactive pay increases) for the two (2) weeks of Maternity/ Parental Leave coinciding with the EI waiting period after the employee submits proof that she has applied and qualified for EI benefits. The applicable deductions from pay for the two (2) week period shall be made.

The employees, on their first payroll deposit after returning to work, will receive five percent (5%) of the salary they were earning prior to the Maternity/Parental Leave, for a two (2) week period.

13.3 Upon request, a non-birth parent shall be granted a three (3) days leave of absence at their regular rate of pay, inclusive of any increases and

benefits to which they are entitled, for attending the delivery and subsequent care following the birth or legal adoption of his or her child.

## **14 Compassionate Care Leave**

14.1 Compassionate Care Leave - Compassionate Care Leave shall be granted in accordance with the Canada Labour Code. The employee may request additional leave without pay; however the granting of such a request will be at the discretion of the Company.

Definition of Care of Support to a Family: Care or support to a family member means: Providing psychological or emotional support, or arranging for care by a third party, or directly providing or participating in the care.

Employees that qualify for benefits under Employment Insurance (E.I.) will be paid a bi-monthly sum in the amount of thirty (30%) percent of their regular gross wages.

In the event the employee wishes to access the compassionate care leave for an extended family member as defined in Article 16, such leave shall be in

accordance with the E.I. legislations definition of care. The employee will be entitled to the leave and all provisions provided in this Article.

## **15**

### **Bereavement Leave**

15.1 A bereavement leave in the amount of 3 days shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in his/her immediate family (spouse or children, legal guardians, father, mother, brother, sister, mother-in-law or father-in-law, grandparent, brother-in-law, sister-in-law, grandchildren step-parents, step children, step siblings).

Immediate family shall include common-law relationships and same sex relationships of one (1) year or more. Pay for such bereavement leave will be limited to the number of working days prescribed above, occurring immediately prior to and/or following the day of the funeral.

15.2 The Company will consider requests for additional leave when traveling is necessary, however, the granting and payment of such leave will be at the discretion of the Company.

[REDACTED]

**16**  
**Pension Plan**

16.1 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. Employees enrolled in the Pension Plan shall receive annually an audited statement of their status in the Plan.

**17**  
**Witness or Jury Duty**

17.1 Witness or Jury Duty - Employees called to serve on juries, or to obey a subpoena shall receive their regular salaries during such periods. Employees will not be scheduled to work evenings or weekends while serving on a jury or obeying a subpoena. If released for the day prior to 1:00 p.m. on a day while serving on a jury or obeying a subpoena, the employee shall call the Company to see if there is a requirement to report to work on that day. Employees shall have the responsibility of notifying the Company upon the discharge of jury duty of their availability to return to work. An employee serving on jury will not be

assigned to work on evenings or weekends during such jury service.

## **18 General Leave**

18.1 General Leave The Company will consider, on an individual basis, all requests for long term leaves of absence without pay. The granting of such leave will be at the sole discretion of the Company.

## **19 Education and Training**

19.1 Education and Training - The Company encourages all Employees to expand their knowledge through either formal education or special courses and seminars. The Company will reimburse an employee for fifty percent (50%) of the cost of the program providing that:

- i) The course, seminar or continuing education program must be approved in advance and must relate to the betterment of departmental operations, or directly further the employee's advancement within the Company;

ii) The course, seminar or continuing education program must be successfully completed and the Company provided with proof of completion along with the cost of training.

The Company, at its discretion, taking into account operational requirements will attempt to modify the employees work schedule, including providing paid time-off work, to assist an employee requesting accommodation to complete such courses.

19.2 If the Company request that an employee attend a particular course, seminar or continuing education program, and the employee agrees, the Company will pay one hundred percent (100%)of the costs involved, including out of town expenses if applicable.

## **20**

### **Outside Activities**

20.1 Outside Activities - The first professional obligation of employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in competition with the Company or when such activities would create a conflict of interest



(unless prior approval is obtained from the Company) and provided these outside activities do not interfere with their service to the Company.

“Competition” shall be defined as: a program which will or could air on a competitor’s channel or website or an advertisement for any competitor.

In the event any employee is uncertain regarding whether or not their outside work activities are permitted under this Article, such an employee must seek written approval from her/his Manager.

## **21**

### **Travel Provisions and Expenses**

21.1 The Company agrees to reimburse each employee for all authorized and/or approved expenses when the Company authorizes travel.

21.2 If an employee consents to use his/her own automobile and such use is authorized for transportation in connection with his/her duties, he/she shall be reimbursed 37 cents per kilometer.

21.3 When an employee on Company business is involved in an accident, resulting in damage to his/her car and the amount of damage cannot be recovered

from any other person or persons, the Company agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of three hundred and fifty dollars (\$350.00). Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proven negligence on the employee's part.

21.4 Article 21.2 notwithstanding, it is recognized that an employee may be required to use his own automobile in the execution of his normal job function, except in the case when such use becomes impractical due to the necessity of transporting heavy or bulky equipment.

21.5 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company, which it requests any employee to drive. The Company further agrees to maintain sufficient credit cards and/or written procedure to follow, which shall provide for emergency towing or repair of such vehicles.

21.6 Travel Conditions - Employees shall be credited with all time used during their day's assignments in which traveling is authorized, except as follows:

Employees traveling on a common carrier on a work day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

- a) When the employee departs from home, from 4 hours before the departure of the common carrier to the time of arrival of the common carrier at the final destination for international flights and 3 hours for domestic flights.
- b) When the employee departs from his normal place of employment to travel on a common carrier, from the time the employee reported to his normal place of employment to the time of arrival of the common carrier at the final destination.
- c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

It is understood that travel on a day off shall be regarded as work on a day off and shall be calculated using (a),

(b) and (c) above and shall be received in equivalent time off on an hour for hour basis.

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

21.8 No employee will be required to fly in an aircraft with a pilot not licensed for commercial flights.

21.9 When an employee is required to work at a studio or remote location other than his normal place of employment, he shall be credited with ail time consumed in transit between such normal place of employment and any other studio or remote location and return.

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

i) The New PL "Local" location is considered to be any point within the combined radius of 20 km from the geographical centers of the cities of London and St. Thomas.

ii) The New NX "Local" location is defined as any point falling within the "A Pattern" of the Channel 8 (Formosa transmitter) RF field.

iii) The New WI “Local” location is defined as any point falling within the “A Pattern” of the Channel 60 (Victoria Park Place transmitter) RF field.

iv) News bureaux associated with The New PL/WI/NX shall define “Local” location as any point falling within a 25 km radius of their place of business.

v) “Out-of-town” location shall be any point beyond the limits defined as “Local” location.

21.11 Employees on “out-of-town” assignments shall receive expenses for meals in accordance with the following:

	Receipt	No Receipt (Per Diem)
Breakfast	\$9.00	\$7.00
Lunch	12.00	10.00
Supper	20.00	17.00
Additional Meal	12.00	9.00
Per Diem	\$40.00	

Employees on “out of town” assignments, which require

overnight accommodation, shall receive a per diem allowance of \$40.00 or may expense, with appropriate receipts, \$50.00 per day (24 hour period). Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned. Expense or per diem allowances will be calculated at the Canadian/Foreign Country rate and paid in Canadian funds for travel outside of Canada. Costs of currency conversion or purchase of foreign funds will be reimbursed upon submission of receipts on an expense statement.

Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employee on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced up to the amount of meal allowances involved in accordance with this Article. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

21.12 Employees required to work through their lunch for the purpose of completing an assignment

shall receive meal expenses as described in Article 21.11.

21.13 Employees on "out-of-town" assignments who require overnight accommodation shall receive single occupancy first class accommodation as per CAA standards when available at the location concerned at Company expense upon presentation of receipt. The Company may designate such accommodation.

21.14 An advance to cover the estimated per diem and all other authorized costs will be given to the employee before departure. Such amount will be established in consultation with the employee.

21.15 Expense or per diem allowances shall be in addition to the following allowable expenses:

- i) The cost of economy transportation or its equivalent and, when applicable, automobile mileage allowance;
- ii) The cost of taxis and limousine bus service between residence and station or airport at point of departure and return; and between station or airport and hotel at point of destination;
- iii) The cost of vehicles for the transport of equipment;

iv) The cost of fax and long distance telephone calls required for Company business.

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

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

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



When one of the holidays listed above falls on a Saturday or Sunday and another week day is proclaimed a holiday by the Federal or Provincial Government, the Saturday or 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.

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice (3 weeks), request that one of the paid holidays, or the floating holiday, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

**22.2 Holiday Compensation** - Employees shall be compensated for the holidays listed in Article 21.1 in the following manner:

- i) If the holiday falls on a scheduled day off, the employee may add one day to his/her annual vacation.
- ii) If a holiday falls on a regular working day or on a scheduled day off and the employee is required to work, he/she shall receive three

(3) times their basic hourly rate (which includes the employee's basic hourly rate of pay) with a minimum credit of the standard work day as scheduled for that week for all hours worked.

iii) An employee is required to work his scheduled shift prior to and following the holiday to be eligible for holiday pay. This section will not be applicable where the employee is on leave of absence, or on sick leave, or for other reasons authorized by the Company.

22.3 Definition of Floating Holiday -- 2 additional days holiday within the calendar year shall be available to the employee who has passed probation and shall be scheduled at the mutual discretion of the employee and the Company. This floating holiday must be used within the calendar year in which it has been earned and cannot be converted into a cash value and cannot be carried over to a subsequent calendar year.

22.4 Scheduling of Christmas and New Year's Holidays --By November 15<sup>th</sup> of each year the employees will advise the Company in writing of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employees' choice of days off shall be granted on the basis of

Full Time Entitlement:	Part-Time % of pay on each gross salary payment:
Date of hire to first anniversary date – 2 weeks	4% plus two weeks unpaid
After completing 2 years service – 3 weeks	6% plus three weeks unpaid
After completing 8 years service – 4 weeks	8% plus four weeks unpaid
After completing 17 years service – 5 weeks	10% plus five weeks unpaid
After completing 24 years service – 6 weeks	12% plus <b>six</b> weeks unpaid

anniversary date the number of vacation days earned during the previous year to be taken before the next anniversary date.

Vacation is to be taken as time away from work. Cash will not be substituted for vacation; however, special individual consideration will be given in very unusual situations.

The Company shall have the right to determine the number of employees, which may be released for vacation from any job classification at any one time. Preference shall be given on the basis of Company seniority within the job classification, provided that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Company seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time by submitting their request to their supervisor at least sixty (60) days in advance of the proposed vacation period. The Company shall confirm the vacation period at least thirty (30) days in advance of the proposed vacation period.

## **23**

### **Health and Safety**

23.1 Health & Safety Committee - A joint health and safety committee shall be constituted consisting of an equal number of representatives of management and the Union which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet a minimum of 9 times per year. Minutes of the meeting shall be taken and copies shall be posted on Company and Union bulletin boards.

23.2 Representation - Two (2) representatives of the joint health and safety committee, one from management and one from the Union, shall make periodic inspections, as determined by the joint health and safety committee, of the work place and equipment and shall report to the health and safety committee the results of their inspections.

23.3 Copies of Reports - Copies of all accident and incident reports will be provided to all members of the joint health & safety committee.

23.4 The Union committee representatives will receive his or her regular salary plus applicable shift differential for time lost from scheduled work for attending meetings and performing inspections of the joint safety and health committee.

## **24**

### **Hours of Work and Overtime**

24.1 The normal work week for employees is thirty-seven and one-half (37 1/2) hours initiating at 00:01 Monday and in the case of scheduled employees, the normal workday is seven and one-half (7 1/2) hours exclusive of a Yi, 1 or 1 1/2 hour lunch period. Overtime for scheduled employees shall be defined as a period worked in excess of seven and one-half (7 1/2) hours in a scheduled day or in excess of thirty seven and one-half (37.5) hours in a week. A "shift" shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter (1/4) hour in which work was performed. If a shift extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts without the consent of the employee; however, part-time employees may elect to accept more than one shift in one day.

Schedules other than those described above shall be permitted upon mutual agreement of the parties.

#### 24.2 Overtime Payments

Hours Worked	Rate
	7-½ hour Standard Work Day
0 - 7 ½	Basic
7 ½ - 11 ½	1½ x Basic
11 ½ - 15 ½	2 x Basic
Over 15 ½	2½ x Basic

Minimum overtime shall be computed in fifteen (15) minute segments.

Authorization - All overtime shall be authorized only by a representative of Management or their designate.

Overtime will be offered to the most senior qualified employee. An employee may refuse to work overtime, however, if all employees in a classification, in a department, refuse to work or cannot be reached to do the work, the Company will require the most junior qualified employee in the classification in the department to do the work. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (**14**) day period the next most junior qualified employee may be so assigned.

In the case of work or **an** assignment of a continuing nature or a business emergency, the employee who had

been assigned to the work or assignment may be required to perform the overtime.

24.3 Days Off - there shall be two (2) consecutive days off. These two (2) scheduled days off may be in separate workweeks, i.e., Sunday and Monday. The Company shall make every effort to schedule the days off on weekends as frequently as possible, but in no event shall an employee be required to work more than two (2) weekends in a row without the employee's prior consent unless weekend work is a condition of hire, transfer or promotion. On-Air Talent (as per Article 2.4) and News Producers may not receive weekends off in accordance with this Article.

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

24.5 Scheduled Days Off Two (2) consecutive days off shall be defined as forty-eight (48) hours plus the turnaround period of ten (10) hours for a total of fifty-eight (58) hours. Where two (2) or more days off are taken consecutively, or in conjunction with a paid holiday or leave of absence, only one 10 hour turnaround period shall apply.

Work on a Scheduled Day Off: An employee may



refuse to work on a scheduled day off and shall not be penalized for such refusal. However, should all employees in the job classification refuse to work on a day off, the Company may assign the work to any available qualified employee in reverse order of seniority in that classification. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned.

24.6 Employees may elect to bank overtime earnings as time in lieu to be taken at a mutually agreeable time. A maximum of five (5) days may be in an employee's bank at any time. A day off in lieu is defined as twenty-four (24) hours plus the turnaround period and shall be scheduled at a mutually agreeable time.

24.7 Posting of Schedules - Each employee's schedule for any week shall be posted as early as possible, but in no event later than 5:00 p.m. the second Friday prior to the week in question. Each employee's schedule shall be posted in his immediate work area. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time. It will be the responsibility of the employee to check the posted schedule.

Employees may not switch or vary shifts without prior written authorization from his/her manager. Any alteration or change of an employee's hours of work will be done for operational purposes only and not in a discriminating or punitive fashion.

24.8 Each employee's schedule shall state clearly daily starting time, finishing time, days off, holidays off, vacation days.

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

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

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

24.12 Change of Schedules - Notice of change of starting time shall be given as much in advance as

possible, but not later than 1:00 p.m. of the day prior to the day of the change. If such notice is not given, the employee shall be credited with all hours originally scheduled. If the schedule is changed on the employee's day off the Company will be responsible to notify the employee personally of such change.

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

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

24.15 Work on a Scheduled Day Off

Hours Worked	Overtime Payment
0-7 ½	1 ½ x Basic
7 ½ - 11 ½	2 x Basic
11 ½- 15 ½-	2 ½ x Basic

24.16 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the 4<sup>th</sup> hour of the employee's last shift prior to the day in question. If such notice is not given, the employee shall receive four (4) hours pay at the

straight time rate, computed separately from the workweek, provided the employee is released from duty for the entire shift.

24.17 Turnaround Period - A turnaround period is the period of at least ten (10) hours between the end of one shift and the commencement of the next shift.

i) All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (1/2) the basic hourly rate computed separately from the work week except as provided below:

ii) No payment shall be made for the following encroachments:

24.17.2

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) To employees who are self-assigning, except where such employees are scheduled by the Company, or where the work requirements

create overtime hours that are beyond the control of the employee that results in encroachment, and where such overtime is authorized or approved by the Company.

d) Where the employee has requested and received a shift change

**24.18** Call-Back - is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum shift, and who having left his place of work is called back to perform further work on the day in question. In such case the employee shall be paid at the time and one-half (1%) rate with a minimum credit of four **(4)** hours. Call-back shall be computed separately from the workweek.

Employees may refuse to work a Call-Back and shall not be penalized for such refusal. Should all qualified employees who could be reached, refuse a call-back the Company may assign the required call-back to any qualified member of the Bargaining Unit, in inverse order of functional group seniority.

**24.19** Temporary Upgrades – In the event that an employee is temporarily assigned to perform work for a period of at least one (1) hour and not for purposes of

training, in a higher classification or classifications than that to which he/she is permanently assigned, in or outside the bargaining unit, the employee shall be paid a premium of 5% of her/his basic rate per hour for each classification level higher than the employee's classification for all hours worked with a minimum credit of two (2) hours. This clause shall not be used for the purpose of reducing the number of employees in the job classifications to which such employee is being upgraded. At the time of assignment to a higher classification, an employee shall be verbally advised of his/her temporary upgrading.

24.20 Night Differential - An employee shall be paid a night differential, semi-monthly for hours worked between midnight and 7am. at a rate of \$2.50 per hour. Night differential worked during overtime are paid at one and a half times \$2.50 or stat holidays at two times \$2.50.

## **25**

### **Meal and Break Periods**

25.1 Rest Periods - Employees shall be granted a rest period as follows:

i) A fifteen (15) minute rest period between the beginning of the regularly scheduled workday and the meal period.

ii) A fifteen (15) minute rest period between the meal period and the end of the regularly scheduled work day.

#### 25.2 Meal Periods:

i) First Meal - During each shift of more than five (5) hours, a ½, 1 or 1 ½ hour unpaid first meal period shall be taken as close to regular meal hours as possible, or as close to the half way point of the shift as possible. In lieu of the foregoing, the Company may require an employee to eat during working hours at a time which will not interfere with the efficient carrying on of the employee's duties. If an employee does not receive a first meal period in the duration provided for on the schedule, the employee shall be paid for the missed meal period as per Article 24 Hours of Work and Overtime.

ii) Second Meal - An employee required to work more than four (4) hours in excess of the standard work day shall receive a second

meal period of at least thirty (30) minutes duration, which period shall be counted as time worked. If an employee does not receive such meal period he shall be credited with an additional half hour of worked time.

25.3 Twelve dollars (\$12.00) shall be allowed to compensate for the cost of the second meal.

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

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

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



## **26**

### **General Wage Provisions**

26.1 Employees shall be paid according to the wage schedule of the classifications to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

26.2 Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion.

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

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

26.5 The rates in the scales below are minimum rates. Nothing in this Agreement shall prohibit the

Company from paying an employee any amount more than the minimum rates.

26.6 For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/1950 of the annual salary set forth below.

26.7 Each January 1 and July 1, On-Air Talent (as defined in Article 2.4) shall receive the equivalent of \$600 for work related clothing. The Company reserves the right to provide such allowance through contra arrangements.

#### 26.8 Clothing Allowance

i) The Employer agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers, Audio Operators doing outdoor set-ups, Directors, Broadcast Technicians, Microwave Truck Operators), where conditions require their use, and to supply other special attire where required by the Employer. The Employer agrees to maintain a sufficient supply of shop coats and coveralls for use by employees upon their request. It is understood that such protective clothing and/or safety devices are and remain the property of the

Employer and shall be returned in good condition on demand (allowing for reasonable wear and tear).

ii) Safety footwear shall be supplied where conditions require their use,

## **27**

### **Wages, Fees and Classifications**

27.1 Wages - Wage Groups for the purpose of calculating salaries shall be as follows:

	Sep 1, 2005		Sep 1, 2006		Sep 1, 2007	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Wage Group 1</b>						
Start	\$11.33	\$22,090	\$11.61	\$22,642	\$11.84	\$23,095
Year 1	\$12.17	\$23,737	\$12.48	\$24,330	\$12.73	\$24,817
Year 2	\$13.09	\$25,529	\$13.42	\$26,167	\$13.69	\$26,690
Year 3	\$14.06	\$27,422	\$14.41	\$28,108	\$14.70	\$28,670
Year 4	\$15.12	\$29,481	\$15.50	\$30,218	\$15.81	\$30,822

*Wage Group 2*

**Reception/Switchboard**

<b>Start</b>	<b>\$11.10</b>	<b>\$21,637</b>	<b>\$11.37</b>	<b>\$22,178</b>	<b>\$11.60</b>	<b>\$22,622</b>
<b>06 Months</b>	<b>\$11.93</b>	<b>\$23,264</b>	<b>\$12.23</b>	<b>\$23,846</b>	<b>\$12.47</b>	<b>\$24,323</b>
<b>Year 1</b>	<b>\$12.52</b>	<b>\$24,416</b>	<b>\$12.83</b>	<b>\$25,026</b>	<b>\$13.09</b>	<b>\$25,527</b>
<b>Year2</b>	<b>\$13.14</b>	<b>\$25,631</b>	<b>\$13.47</b>	<b>\$26,272</b>	<b>\$13.74</b>	<b>\$26,797</b>
<b>Year3</b>	<b>\$13.81</b>	<b>\$26,928</b>	<b>\$14.15</b>	<b>\$27,601</b>	<b>\$14.44</b>	<b>\$28,153</b>
<b>Year4</b>	<b>\$14.50</b>	<b>\$28,266</b>	<b>\$14.86</b>	<b>\$28,973</b>	<b>\$15.15</b>	<b>\$29,552</b>
<b>Year5</b>	<b>\$15.22</b>	<b>\$29,687</b>	<b>\$15.60</b>	<b>\$30,429</b>	<b>\$15.92</b>	<b>\$31,038</b>

	Sep 1, 2005		Sep 1, 2006		Sep 1, 2007	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Wage Group 3</b>						
<b>Advertising Assistant- PT; Reception Relief/Council Secretary; Traffic Assistant; Assignment Desk Assistant</b>						
Start	\$13.08	\$25,508	\$13.41	\$26,146	\$13.68	\$26,669
06 Months	\$14.06	\$27,422	\$14.41	\$28,108	\$14.70	\$28,670
Year 1	\$14.77	\$28,802	\$15.14	\$29,522	\$15.44	\$30,112
Year 2	\$15.50	\$30,222	\$15.89	\$30,978	\$16.20	\$31,598
Year 3	\$16.28	\$31,746	\$16.69	\$32,540	\$17.02	\$33,191
Year 4	\$17.09	\$33,331	\$17.52	\$34,164	\$17.87	\$34,847
Year 5	\$17.95	\$34,998	\$18.40	\$35,873	\$18.76	\$36,590

**Wage Group 4**

Accounting Assistant; Administrative Assistant ~~Engineering~~; Administrative Assistant News;  
 Administrative Assistant Programming ; Administrative Assistant Sales; Advertising Assistant; Chyron  
 Operator; Clerk Expediter; Marketing Assistant; Production Assistant News;  
 Promotion Writer Clerk; Researcher/Reception/Tape Editor,  
 Teletape/Central Equipment Room/Camera

Start	\$13.40	\$26,125	\$13.73	\$26,778	\$14.01	\$27,314
6 Months	\$14.40	\$28,081	\$14.76	\$28,783	\$15.06	\$29,359
12 Months	\$15.48	\$30,181	\$15.86	\$30,936	\$16.18	\$31,555
Year 1	\$16.25	\$31,684	\$16.65	\$32,476	\$16.99	\$33,126
Year 2	\$17.06	\$33,269	\$17.49	\$34,101	\$17.84	\$34,783
Year 3	\$17.92	\$34,937	\$18.36	\$35,810	\$18.73	\$36,526
Year 4	\$18.81	\$36,687	\$19.28	\$37,604	\$19.67	\$38,356
Year 5	\$19.75	\$38,519	\$20.25	\$39,482	\$20.65	\$40,272

	Sep 1, 2005		Sep 1, 2006		Sep 1, 2007	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Wage Group 5</b>						
<b>Administrative Assistant Executive; Camera, Sets, Floor Manager; Editorial Assistant; EFP Audio; Facilities Coordinator; Lighting/Camera Control; Master Control Unit #2; Shift &amp; Scheduling Coordinator; Studio Audio; Syndicated Programming Editor; Videotape Editor News; Writer News; Graphics Co-ordinator</b>						
Start	\$14.73	\$28,719	\$15.10	\$29,437	\$15.40	\$30,026
6 Months	\$15.83	\$30,860	\$16.22	\$31,632	\$16.55	\$32,265
12 Months	\$17.02	\$33,187	\$17.44	\$34,017	\$17.79	\$34,697
Year 1	\$17.87	\$34,854	\$18.32	\$35,725	\$18.69	\$36,440
Year 2	\$18.76	\$36,584	\$19.23	\$37,499	\$19.61	\$38,249
Year 3	\$19.70	\$38,416	\$20.19	\$39,376	\$20.60	\$40,164
Year 4	\$20.68	\$40,331	\$21.20	\$41,339	\$21.62	\$42,166
Year 5	\$21.72	\$42,347	\$22.26	\$43,406	\$22.70	\$44,274



**Wage Group 6**

**Accounting Assistant Senior; Associate Producer; Building Services Coordinator;  
 Director Master Control; Graphic Designer; Graphic Designer/Sets;  
 Program Acquisitions Coordinator; Weather Announcer; Writer Producer Promotion**

Start	\$17.38	\$33,886	\$17.81	\$34,733	\$18.17	\$35,428
6 Months	\$18.69	\$36,439	\$19.15	\$37,350	\$19.54	\$38,097
Year 1	\$19.62	\$38,251	\$20.11	\$39,207	\$20.51	\$39,991
Year 2	\$20.60	\$40,166	\$21.11	\$41,170	\$21.53	\$41,993
Year 3	\$21.63	\$42,183	\$22.17	\$43,238	\$22.62	\$44,103
Year 4	\$22.71	\$44,283	\$23.28	\$45,390	\$23.74	\$46,298
Year 5	\$23.85	\$46,507	\$24.45	\$47,670	\$24.93	\$48,623

	Sep 1, 2005		Sep 1, 2006		Sep 1, 2007		
	Hourly	Annual	Hourly	Annual	Hourly	Annual	
Wage Group 7							
Assignment Editor; Cameraperson <del>Video</del> Editor (ENG); Director News; Director Production; EFP Video; Entertainment Editor; Microwave Truck Operator; Post Production Editor; Reporter Cameraperson; Reporter News; Reporter <b>Sports</b> ; Reporter Writer; Technical Coordinator; Writer Producer Creative; Writer <b>Producer</b> Promotion Senior							
	Start	\$17.78	\$34,669	\$18.22	\$35,536	\$18.59	\$36,247
	6 Months	\$19.11	\$37,262	\$19.59	\$38,194	\$19.98	\$38,958
	12 Months	\$20.55	\$40,063	\$21.06	\$41,065	\$21.48	\$41,886
	Year 1	\$21.57	\$42,059	\$22.11	\$43,110	\$22.55	\$43,972
	Year 2	\$22.66	\$44,180	\$23.22	\$45,285	\$23.69	\$46,191
	Year 3	\$23.79	\$46,383	\$24.38	\$47,543	\$24.87	\$48,494
	Year 4	\$24.98	\$48,709	\$25.60	\$49,927	\$26.12	\$50,926
<b>G</b>	Year 5	\$26.22	\$51,138	\$26.88	\$52,416	\$27.42	\$53,464

**Wage Group 8**

**Anchor; Broadcast Technician; Line up Editor (Producer); Producer Director Programming;  
Producer Performer; Sports Editor; Sports Anchor, Weather Anchor**

<b>Start</b>	\$16.94	\$33,042	\$17.37	\$33,868	\$17.72	\$34,545
<b>6 Months</b>	\$18.22	\$35,533	\$18.68	\$36,421	\$19.05	\$37,149
<b>12 Months</b>	\$19.58	\$38,189	\$20.07	\$39,144	\$20.48	\$39,927
<b>18 Months</b>	\$21.05	\$41,051	\$21.58	\$42,077	\$22.01	\$42,919
<b>24 Months</b>	\$22.64	\$44,139	\$23.20	\$45,242	\$23.67	\$46,147
<b>Year 1</b>	\$23.77	\$46,342	\$24.36	\$47,501	\$24.85	\$48,451
<b>Year 2</b>	\$24.96	\$48,668	\$25.58	\$49,885	\$26.09	\$50,883
<b>Year 3</b>	\$26.20	\$51,097	\$26.86	\$52,374	\$27.40	\$53,421
<b>Year 4</b>	\$27.51	\$53,650	\$28.20	\$54,991	\$28.76	\$56,091
<b>Year 5</b>	\$28.89	\$56,327	\$29.61	\$57,735	\$30.20	\$58,890

	Sep 1, 2005		Sep 1, 2006		Sep 1, 2007	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Wage Group 9</b>						
<b>Senior Anchor; Meteorologist; Sales Promotion Supervisor ; Sales Research Supervisor.</b>						
<b>Start</b>	\$24.17	\$47,138	\$24.77	\$48,316	\$25.27	\$49,283
<b>Year 1</b>	\$25.38	\$49,491	\$26.01	\$50,728	\$26.53	\$51,743
<b>Year 2</b>	\$26.65	\$51,975	\$27.32	\$53,274	\$27.86	\$54,339
<b>Year 3</b>	\$27.98	\$54,569	\$28.68	\$55,934	\$29.25	\$57,052
<b>Year 4</b>	\$29.38	\$57,295	\$30.11	\$58,728	\$30.72	\$59,902
<b>Year 5</b>	\$30.85	\$60,154	\$31.62	\$61,658	\$32.25	\$62,891

## **28**

### **Effective Date and Duration**

28.1 This Agreement shall commence on September 1, 2006, and shall remain in force until August 31, 2008.

28.2 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 one hundred and eighty (180) days prior to the expiry date of this Agreement. In the event such notice is not given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout date is declared, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

28.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 28.2 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.

28.4 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.

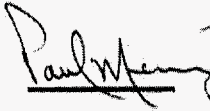



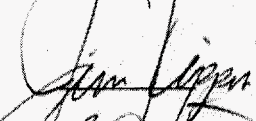




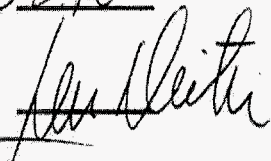

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do by this Agreement and to refrain from doing anything they are not permitted 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 there-under, 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 16th day of February, 2007.

CHUM Television  
Limited

C.E.P. Union of,  
Canada

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	

## **Letter of Agreement #1**

During negotiations for the first Collective Agreement the Company recognized that the Union may not have been aware of all past payment practices and therefore such practices may not be reflected in the Collective Agreement.

In the event the Union becomes aware of any such practices, the parties shall meet and develop a reasonable solution to the issue. In the event the parties are unable to agree on a reasonable solution, the matter may become the subject of a grievance.

## **Letter of Agreement #2**

The Company will review the financial payroll records effective August 31, 2003 to ensure that all employees covered under the Collective Agreement received the agreed two (2) percent September 1, 2003 increase. Any discrepancies to this agreed percentage will be amended retroactively to reflect the full increase.

Any employee affected by the altered pay classification changes reflected in the Collective Agreement shall receive the new rate effective the date of ratification.



**Letter of Agreement #3**  
**CEP Humanity Fund**

In the event an employee elects to contribute one (1) cent/hour worked to the CEP Humanity Fund the Union will notify the Company of such and the Company will make the appropriate deductions and remit such contributions to the CEP Humanity Fund on a monthly basis. All such contributions are tax deductible.

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