

Collective Agreement

Dated: 01 April 1994

Ending: 31 March 1997

Between:

**City-TV, CHUM/CITY Productions Limited And
Muchmusic Network, Divisions of CHUM Limited**

Toronto, Ontario

And:

**National Association of Broadcast Employees and
Technicians**

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THIS AGREEMENT executed between
**CITY-TV, CHUM/City Productions Limited
and MuchMusic Network, divisions of CHUM
Limited, Toronto (Ontario)**

hereinafter referred to as the “**Company**”,

Party of the First Part,

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS**

hereinafter referred to as the “**Union**”,

Party of the Second Part,

ARTICLE 1

Intent

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

this end, this Agreement is signed in good faith by the two (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.

ARTICLE 2

Definitions

- 2.1** Employee - The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit set forth in Article 2.2. It shall further include any person employed in any new job or classification created in the future which the parties agree is to be included within the bargaining unit. If the parties are unable to agree, the Company may submit the matter to the Canada Labour Relations Board for a decision.
- 2.2** **Bargaining Unit** - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Labour Relations Board dated June 3, 1988, or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board.

The Board's decision includes:

"all employees of CITY-TV, CHUM City Productions Limited, and MuchMusic Network, division of CHUM Limited, excluding:

- President
- Vice-President and General Manager
- Station Manager (CITY)
- Station Manager (MuchMusic)
- Director - News Operations
- Director - News Programming (CITY)
- Director - Music Operations (MuchMusic)
- Director - Music Programming (MuchMusic)
- Director - Operations and Engineering
- Director - Facilities
- Director - Business Affairs and Legal Counsel
- Director - Sales (CITY)
- Director - Sales (MuchMusic)
- Director - Communications and Promotion
- Secretaries to the above positions
- Manager - Operations
- Manager - Engineering
- Regional/Retail Manager - Sales (CITY)
- Comptroller
- Director - Affiliate Relations
- Director - General Production
- Director - Hospitality and Switchboard
- Director - On-Air Promotions
- Manager - Programming Operations
- Art Director
- Manager - Traffic (CITY)
- Manager - Traffic (MuchMusic)
- Manager - Publicity and Public Relations

- Manager - Promotions
- Senior Information Officer (CITY)
- Senior Information Officer (MuchMusic)
- Chief Assignment Editor
- Deputy Chief Assignment Editor (CITY)
- Senior News Director
- Senior Music Director
- Supervisor - Film Editing
- Operations Supervisors
- Transmitter Supervisor
- Systems Maintenance Supervisor
- Salespersons
- Payroll Clerk
- Security Officers
- News and Program Producers
- Unit Manager - News
- Manager Community and Corporate Relations - (MuchMusic)
- Manager Community and Corporate Relations (CITY)
- Promotion Manager - (MuchMusic)
- "On-air" Announcers, Hosts, Reporters, Anchors, Talent."

The parties agree that the following newly created job classifications shall be excluded from the bargaining unit:

- Promotion Manager - CITY
- Sales Service Supervisor
- Senior Copywriter - CITY/MuchMusic
- Supervisor - Human Resources
- Program Manager - CITY
- Creative Director - News
- Manager - News Administration
- Manager Live Eye Services

- Supervisor Computer Services
- Supervisor Technical Facilities
- Supervisor ENG/EFP Maintenance

2.3 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 therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause. *4/10/00*

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

2.4 A part-time employee is defined as a person who is employed on a regular 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. Such employees shall be paid on an hourly basis at a rate equal to 1/2080 as defined in Article 16.6 of the annual salary of the wage group to which the employee is assigned. *1/1/00*

2.4.1 Part-time employees shall be subject to the terms of this Agreement, except for Articles 9, 10, 11 and 13, or as specifically provided for herein. Part-time employees hired on a daily or sporadic basis will not be subject to Article 14, except for Articles 14.2, 14.3, and 14.7 and the articles pertaining to health and safety. With respect to Article 14.7, the part-time employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.

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

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Part-time employees shall be probationary employees for a period of 480 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 960 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

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Part-time employees who are subsequently hired on a permanent basis on staff without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with their accumulated hours, and their seniority will be calculated accordingly.

gross earnings, not to include the payments in (c) above.

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(e) Article 13.2 shall apply except that part-time employee; 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.

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(f) Article 14.1 shall apply except that part-time employee; shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of forty-eight (48) hours, in each fourteen (14) day calendar period commencing at 12:01 a.m. Monday. The maximum hours per month provided above shall not apply when part-time employees are hired for purposes of vacation leaves, maternity or child care leaves, leaves of absence, or if hired for a specific project of a predetermined length of time, or for the purpose of training and evaluation for a maximum period of one (1) month.

(g) Article 15 However, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

(h) Article 11.2 - Maternity and Child Care Leave, shall apply.

2.4.2 Students working on a scholarship or cooperative study program or volunteers 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, and the anticipated start and finish date to the Local Union prior to the commencement of the assignment. Such assignment shall not be in excess of twelve (12) months.

Where the Company assigns students or volunteers to assist members of the bargaining unit as extra persons to the normal crew compliment, the Company shall designate members of the bargaining unit with whom such students or volunteers work. Should a student or volunteer be assigned without the guidance of a member of the bargaining unit, he/she will be paid the appropriate rate.

2.4.3 It is agreed and understood that the provisions of Articles 2.4.1 and 2.4.2 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.

ARTICLE 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.

ARTICLE 4

Union Rights

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

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4.1.1 The Company agrees to remit the monies so deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are deducted.

The Company shall provide the Union with a monthly computer disc in an ASCII format detailing the following information:

1. Employee name and address
2. Sex
3. Classification and salary
4. The amount of gross dues deducted for each employee.
5. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave.

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

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

4.2 Notices to Union - The Company shall mail to the Union at its regional office, and to the Local Union Secretary, one copy of the following:

- (a) Within five (5) working days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an

employee's file within the bargaining unit, unless the employee requests otherwise, in writing, and a copy of this request will be faxed to the Regional Office of the Union within five (5) working days.

- (c) Any notice directed to employees pertaining to a change in the application or agreed interpretation of this Agreement.
 - (d) The Company will furnish, upon receipt of notification of a desire to negotiate a new Agreement, two (2) copies of seniority records and wage information for employees within the bargaining unit for negotiating purposes.
 - (e) The Company shall, when notifying a person of his/her acceptance as an employee, provide in writing the starting rate of pay and the classification to which he/she is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.
- 4.3 Union Access to Premises -** Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the subject matter of this Agreement, upon reasonable advance notice to the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner so as not to interfere with the normal operations of the Company.

4.4 Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company.

4.4.1 The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times. The Company shall not be responsible for the security or safety of the cabinet or its contents.

4.5 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 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 three (3) employees from different job classifications at any one time, and to a maximum aggregate total of thirty (30) working days in any calendar year.

In a year when a National NABET Convention is scheduled, the maximum aggregate total of days may be increased by five (5) with the understanding that these extra days will be used to attend the Convention.

4.5.1 Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to five (5) employees to attend negotiating sessions with the Company. A written request for such release shall be submitted fourteen (14)

days in advance of the first meeting. It is recognized that the scheduling of such meetings is subject to mutual agreement. The Company shall not be responsible for payment of penalties resulting from changes of shift to enable the release of such employees.

ARTICLE 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.

5.1.1 A member of the Union employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying out supervisory duties on behalf of the Company. This shall not be construed to prevent the filing of a grievance by any member of the bargaining unit in respect of actions taken by the Supervisor.

5.2 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, or religious or political affiliation.

Handwritten signature and initials in black ink, appearing to be 'J. P. 25'.

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5.3 The Company shall maintain a working environment which is free from sexual and/or racial harassment as outlined in the Canadian Human Rights Act. The Company policy is printed in the back of the Collective Agreement for information purposes. Any employees who believe that they have been subject to harassment are encouraged by the parties hereto to file a complaint in accordance with the Policy. The Regional Office of the Union will be advised by fax 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.

ARTICLE 6

No Strike Clause

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.

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

6.3 An employee shall have the right to refuse to 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 Live Eye employees will be required to perform their news functions.

ARTICLE 7

Grievance Procedure

7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

7.2 The parties recognize that any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following articles on grievance procedure.

7.2.1 Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate supervisor or Department Manager with the object of resolving the grievance. An employee may have a Union Steward assist in this discussion.

7.2.2 A grievance shall be submitted no later than ten (10) days following the date from which the employee

became aware or should have become aware of the event or circumstances giving rise to the grievance.

Step 1: The grievance shall be reduced to writing, stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the appropriate Department Manager for consideration. A written response shall be made to the employee, with a copy to the Union, within ten (10) days.

Step 2: In the event that the grievance is not recorded as settled within ten (10) days of the written response in Step 1, the grievance shall be referred to the General Manager or his designee for investigation and consideration. For this purpose the General Manager or his designee shall meet within ten (10) days with the Local Grievance Committee consisting of not more than three (3) members. Every effort will be made to settle the grievance at one meeting but it may be that additional meetings may be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.

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

Step 4: In the event that the representatives of the Company and the Union cannot reach agreement, either party may, upon notice by registered mail or fax to the other, but no later than twenty (20) days after the final meeting in Step 3, submit the grievance to final and

binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) days delay, the Federal Minister of Labour may be requested by either party, within the next following ten (10) days to appoint the arbitrator.

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

7.3 An arbitrator to whom any grievance may be submitted, in accordance with this article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.

7.3.1 If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the discipline, suspension or the discharge of an employee, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

7.4 If either the Company or the Union considers that this Agreement is being misunderstood, misinterpreted, or violated in any respect by the other party, the matter

may be submitted as a written grievance and discussed between representatives of the Company and the Union, and if not satisfactorily settled within twenty (20) days of the above meeting, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

7.5 Time Limits - The time limits specified in this Grievance procedure shall be counted in working days, excluding Saturdays, Sundays and statutory holidays and vacations of the employee concerned at the Step 1 level and may be extended or modified by the mutual written agreement of the parties.

7.6 Employees who are members of the Grievance Committee or the grievor(s) shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company. It is understood that such meetings may be held at times when employees are not scheduled to work.

ARTICLE 8

Report on Performance

8.1 Employees shall be notified, in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their supervisor. Employees shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall

not become part of their record for use against them 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 supervisor 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 shall be removed from the employee's personnel file within three (3) years of the date of such action being taken, provided that the employee has been free of other disciplinary notices in the intervening period. ⁴/₁

8.5 Employees may request to meet with their supervisor and/or department manager on an annual basis for a personal performance appraisal.

8.6 At any formal meeting with an employee discussing whether disciplinary action will be taken against such employee, the employee may have a Union representative present for the following purposes only: to assist, counsel, advise and represent the employee. Although the Union representative may participate in any discussions taking place at such meeting, any final decisions

affecting the employee are to be made solely by the Company.

ARTICLE 9

Seniority Rights

9.1 Company seniority for full-time employees shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by its predecessor, Channel Seventy-Nine Limited or Huchm Productions Limited, whichever is the later, and shall be equal to the length of continuous service with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

9.1 Company seniority for part-time employees shall commence in the same manner as for full-time employees, 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 employment.

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 4.5.1).

9.2 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, (which may subsequently be revised without reposting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period.

9.2.1 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, attitude, 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.

9.2.2 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.

- 9.2.3 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.
- 9.2.4 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 shortcomings which may affect his/her opportunities for advancement.
- 9.3 **Discharge and Demotion** - The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.
- 9.4 **Layoffs** - When layoffs are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off. The Company will provide an employee about to be laid off with a list of the job classification (the "List") for which (a) the employee has the occupational qualifications; and (b) the present incumbent has less seniority than such employee. Within forty-eight hours of receipt of the List, the employee may inform the Company, in writing, of any occupational qualifications from previous employment which may result in additional job classifications added to the List. Such additions will not

be considered unless they are submitted within the forty-eight (48) hour time period.

Layoffs shall proceed in inverse order of Company seniority within those job classifications in Article 16.6.

9.4.1 Employees about to be laid off from a position, who are eligible for one of the job classifications pursuant to Article 9.4(a) and (b), must advise the Company, in writing, within four (4) days of being provided with the List or the revised list (if applicable) of their intention to apply their seniority, and must indicate the job classification they have selected. 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 short period of familiarization in the new classification.

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9.4.2 The Company shall advise the employee and the Union at least four (4) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation, or in lieu of such notice shall pay the employee four (4) weeks pay, or the amount which deducts the time worked by the employee during such notice period (for example - if two weeks are worked, then only two weeks shall be paid), plus severance pay and accrued vacation pay. An employee with five (5) years or more of seniority shall receive five (5) weeks' notice of layoff or five (5) weeks' pay in lieu of notice, rather than the four (4) weeks specified above. Employees who elect to

receive severance pay in accordance with Article 9.4.3 will be deemed to have resigned and abandoned any recall rights (Article 9.5). 2013 3 2 11

9.4.3 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. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

9.4.4 While an employee is laid off, the Company will continue the group health (except for elective Dental and Vision Treatment and, STD and LTD) and benefit payments for the period of layoff up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.

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

9.4.6 An employee who has reverted to a lower salary group, and whose salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job classification reaches the employee's salary, and then such employee will proceed on the scale in accordance with Article 16.6.

9.5 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.
- 2/9/11 (c) Employees with more than three (3) years seniority will retain recall rights for twenty-four (24) months.

9.5.1 When full-time vacancies occur, the Company agrees to recall former employees who have recall rights, in accordance with Article 9.5 (a), (b) or (c), 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. Notwithstanding the above, employees who had exercised their Company seniority and moved to another job classification at time of layoff (Article 9.4.1) shall have first recall rights to their previous classification when a vacancy occurs therein.

9.5.2 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 employees do not advise the Company of their intentions within five (5) business days and return to work within a further seven (7) days of the date of the recall notice, or on the date specified in the recall notice, whichever is 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 If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.

ARTICLE 10

Jurisdiction and New Devices and Methods

✓ **10.1** 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 programmes 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 programmes or productions produced exclusively by and for CITY-TV/MuchMusic at the Company's premises.

10.2 **Technological Change** - Should the introduction, replacement, supplementation or modification of any 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:

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(a) The Company will give the Union and the employees affected as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) 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 9.4.3.

(b) The Company shall, in writing, state the nature of the change contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions 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 work week without loss of salary, to be interviewed for positions outside the Company.

10.3 Program Credits - As the parties have recognised 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.

ARTICLE 11

Employee Benefits

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

- ✓ Life Insurance
- ✓ Disability Income 75/9999.00 26
- /Hospital Expense Benefit
- Medical and Dental Care Benefits
- Continuation of Medical Benefits
- ✓ Accidental Death and Dismemberment Insurance++

The Company agrees to pay (one hundred percent) 100% of the cost of the Plan covering employees, their spouses and children. The Company will not reduce any of the benefits contained therein during the life of this Agreement without the approval of the Union.

11.1.1

- (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, but not later than two (2) hours before the beginning of the scheduled starting time, unless the employee's tour of duty 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. The employee shall also state the nature of

his/her illness and state the expected time he/she will report back to work.

- (b) An employee shall offer proof, satisfactory to the Company, of his/her illness of three (3) days or more, if requested to do so by the Company. In addition, at any time, the Company may require an employee to sign a declaration of his/her illness.

11.1.2 Absence because of illness or incapacity shall not reduce an employee's vacation credits.

11.1.3 Should an employee be injured or become ill while on vacation, salary continuance benefits shall be paid for such absence in accordance with Article 11.1, and the unused days of vacation shall be credited to the employee. Such leave shall be paid commencing on the first day of an illness when during such absence the employee is hospitalized, or where such illness was serious enough to legitimately impair his/her vacation. This article will not be applicable to an employee who exposes him/herself to extreme risk or whose negligence caused the accident.

11.2 **Maternity/Adoption Leave** A pregnant employee with six (6) months continuous service or more, or a female employee who adopts a child of less than six (6) years of age, may apply for unpaid maternity leave upon four (4) weeks advance written notice, and such leave shall be granted by the Company. In the case of adoption, the period of unpaid leave shall commence when the child, or children, are received. The total maximum period of leave shall not exceed seventeen (17) weeks. With at least four (4) weeks prior written

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notice of a desire to return to work the employee will be reinstated in her previous position.

11.2.1 During the Maternity/Adoption Leave, the following salary and benefit provisions will apply, provided that the employee meets the following conditions:

- (a) be a full-time employee having completed one year of continuous service prior to the commencement of the Maternity/Adoption 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) inform the Company, in writing, as to -
 the effective date of the intended leave and
 its length (i.e., number of weeks)
 changes, if any, in the intended leave, and
 the effective date of the return to work

In each instance, the employee will provide written notice to the Company at least four (4) weeks in advance unless there is a valid reason why such notice cannot be given (e.g., premature birth).

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

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(2) weeks of Maternity/Adoption Leave coinciding with the UIC waiting period after, the employee submits proof that she has applied and qualified for UIC benefits. The normal 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/Adoption Leave, for a two (2) week period.

During the seventeen (17) week Maternity/Adoption Leave the Company will continue to pay the insurance premiums for the benefit plans in Articles 11.1 and 11.4 in which the employee is enrolled.

Vacation credits will continue to accrue while the employee is on Maternity/Adoption Leave, provided the employee returns to work.

11.2.2 Leave for Employees with Child Care Responsibilities -

1. Where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to twenty-four (24) weeks commencing as the employee elects,

(l) in the case of a female employee,

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- (a) on the expiration of any leave of absence from employment taken by her under Article 11.2 above;
- (b) on the day the child is born; or
- (c) on the day the child comes into her actual care and custody.

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(II)

- (a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 11.2 above;
- (b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province;
- (c) on the day the child is born; or
- (d) on the day the child comes into his actual care and custody.

(III) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an Order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care and custody.

2. Where both parents work in a business governed by the Canada Labour Code (Federal jurisdiction),

the twenty-four (24) weeks may be shared, but the aggregate total is not to exceed twenty-four (24) weeks.

3. An employee must give at least four (4) weeks written notice of his/her intention to take child care leave unless there is a valid reason why such notice cannot be given. Notice must also include the length of leave intended to be taken.

If the length of leave is to be changed, after the original notice or while on leave, four (4) weeks notice, in writing, is required except where valid reasons exist.

11.2.3 The taking of maternity leave is not mandatory. The Company may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

11.2.4 Employees who intend to take maternity or child care leave may request, in writing, to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such notices in writing.

- (a) An employee upon return to work from such child care leave will be reinstated in the employee's former classification. An employee's failure to

return to work at the conclusion of the period for which the leave of absence was granted may result in termination at the Company's sole discretion.

- (b) If wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled, upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the Company must notify the employee, in writing, as soon as possible.

11.2.5

- (a) Seniority will continue to accrue without interruption during child care leave, except that vacation credits shall not accrue during such leave. The Company shall pay one hundred percent (100%) of the benefit plans contained in Article 11.1 during child care leave.
- (b) The pension plan shall remain in force and accumulate during child care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time.
- (c) Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count as

service with the Company when calculation of benefits is made.

1 II .2.6 The Company shall not dismiss, suspend, lay off, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 11.2, and 11.2.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee. 63) E, A

11.3 Paternity Leave Upon reasonable notice a male employee who has completed one (1) year of continuous service with the Company will be granted a leave of absence of up to three (3) days with pay at the time of the birth or adoption of a child or children of less than six (6) years of age.

11.4 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. 63) A / 1

11.5 Special Leave - A bereavement leave 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 on the following basis:

- 5 days - spouse or children
- 3 days - legal guardians, father, mother, brother, sister, mother-in-law or father-in-law, grandparent, brother-in-law or sister-in-law.

Immediate family shall include commonlaw 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.

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

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11.5.2 The Company will consider requests for specified leave for emergencies (e.g., birth of a child, critical illness in the immediate family), however, the granting and payment for such leave will be at the sole discretion of the Company.

11.5.3 The Company will consider requests for time off for medical, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to make such appointments outside of the working schedules. However, the employee concerned shall not receive any overtime or penalties where it is necessary to replace time off in order to complete his/her assignments.

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

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to work on evenings or weekends during such jury service.

11.7 Leave of Absence - The Company will consider, on an individual basis, all requests for long term leaves of absence without pay. *63,0*

The granting of such leave will be at the sole discretion of the Company. *25,0*

11.8 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 one-half (1/2) of the cost of the program, providing that:

- (a) The course, seminar or continuing education program must be approved in advance and must relate to the job classification of the employee, or directly further the employee's advancement within the Company.
- (b) The course, seminar or continuing education program must be successfully completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.

If the Company requests 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.

11.9 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 direct 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.

ARTICLE 12

Travel Provisions and Expenses

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

12.1.1 - In such authorized cases the Company shall pay reimbursement at the rate of thirty-one cents (31 ¢) per kilometer, with a minimum payment of three dollars (\$3.00) per day. The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when transportation of heavy or bulky technical equipment is required. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed every two (2) weeks for all authorized expenses, made for and on behalf of their

assignments as provided herein upon submitting a statement for approval, with receipts where appropriate, on forms prescribed by the Company.

Effective April 1, 1995 - 32¢

Effective April 1, 1996 - 33¢

12.1.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented which the Company requests an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the responsibility of an employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal purposes, without prior Company approval.

12.1.3 Travelling Time Credits - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a 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 one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.
- (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.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

12.1.4 Employees who are required to begin or end a tour of duty at a time when public or other transportation is not available shall be reimbursed the cost of taxi fare home upon presentation of a proper receipt.

12.1.5 Any female employee who begins or finishes her authorized assignment between 0001 hours and 0600 hours shall be reimbursed taxi fare home when required, upon presentation of a proper receipt.

12.2 Expenses - Providing that the Company does not provide a meal [Article 15.4(b)], when employees are required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

	<u>& r. 1/94</u>	<u>Apr. 1/95</u>
(a) Breakfast	\$ 9.00	\$ 9.50
(b) Lunch	12.00	12.75
(c) Dinner	19.00	20.00
(d) Subsequent	10.00	10.50

12.2.1 The meal allowances contained in Article 12.2 will not apply to ENG/EFP Camera Operators unless they are assigned to a meal period outside of the area defined in the map appended to this Agreement.

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

- (a) "Local" location is considered to be any point within the municipalities of Metropolitan Toronto and Mississauga, which includes Pearson Airport.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

12.3.1 Employees on "out-of-town" assignments which require overnight accommodation, shall receive a per diem allowance of fifty dollars (\$50.00) or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four hour (24) hour period, or three dollars (\$3.00) per hour to a maximum of fifty dollars (\$50.00) where absences involve fractions of a day. 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. 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.

Effective April 1, 1995 - \$52.50

- 12.3.2** Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy first class accommodation as per CAA standards at Company expense when available at the location concerned.
- 12.3.3** For employees on "out-of-town" assignments who request it, cash will be advanced in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of expenses together with receipts within five (5) days after completion of the assignment. If this is not done, upon five (5) days written notice the Company may recover such amounts as it estimates are owing from amounts owing to the employee.
- 12.3.4** ENG and EFP Camera Operators shall be given a one time advance of Fifty dollars (\$50.00) to cover miscellaneous expenses during their assignments. These employees shall be reimbursed for approved expenses within three (3) days after an expense voucher, complete with receipts, is submitted.

ARTICLE 13

Annual Vacation and Paid Holidays

13.1 Annual Vacations - Full-time employees shall be entitled to an annual vacation with pay on the basis of vacation credits computed as of June 30th of each calendar year and earned in the following manner:

- (a) Less than 12 months continuous employment - one (1) day per month to a maximum of ten (10) working days [i.e., two (2) calendar weeks]. *2-4*
- (b) Twelve (12) months or more, but less than eighty-four (84) months of continuous employment [one (1) year to seven (7) years] - fifteen (15) working days [i.e., three (3) calendar weeks]. *01-03*
- (c) Eighty-four (84) months (7 years) or more, but less than two hundred and four (204) months of continuous employment (7 years to 17 years) - twenty (20) working days [i.e., four (4) calendar weeks]. *07-04*
- (d) Five (5) weeks vacation after seventeen (17) years of service. *17-05*

RECAP

Service: Company Seniority computed as of June 30 of each year	Duration of vacation in working days	% of gross earnings
Less than 12 mos	1 day per mos	4%
12 to 84 mos	15 days	6%
84 mos to 204 mos	20 days	8%
204 mos and over	25 days	10%

13.1.1 If employment is terminated for any reason, **accrued** vacation credits shall be liquidated in cash.

13.1.2 Scheduling of Annual Vacation - 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, providing 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, excepting December 24th to January 1st, 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. When the projected vacation period is to begin or end during the months of July or August, the request must be submitted prior to April 1st otherwise

preference on the basis of Company seniority will not exist.

Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st. Vacation requests on short notice will be considered as in the past.

13.1.3 Employees shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively and request for additional consecutive vacation leave will not be unreasonably denied.

13.1.4 The vacation year shall be from July 1st to June 30th and employees must use vacation entitlements in the vacation year in which they apply. If this is not done the Company may assign the vacation upon two weeks advance notice. In special circumstances, at the discretion of the Company, employees may be allowed to waive their vacation period and allow their vacation entitlements to accumulate.

13.2 Paid Holidays - The Company recognizes the following as paid holidays:

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

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Plus any day duly proclaimed by the Federal or Provincial Authority as a public holiday. In addition to the holidays listed above, two (2) additional holidays will be

+ 2

granted and taken at the mutual discretion of the employee and the Company. In the case of new employees, the additional holiday shall be credited after six (6) months company seniority, and the second additional holiday shall be credited after twelve (12) months company seniority. The credited additional holidays shall be taken within the calendar year in which they are earned.

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


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, request that one of the paid holidays, or a 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.

13.2.1 Full-time employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, the employee shall receive his/her normal basic pay for such day.

(b) If the holiday falls on the employee's scheduled day off or during a vacation period, the employee may add one (1) day to his/her annual vacation or be given one (1) day off with pay at a mutually agreeable time.

(c) If a holiday falls on a scheduled work day and the employee is required to work, the employee shall receive two and one-half (2 ½) times the basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day, or the regular tour of duty in the case of an agreed schedule, will be paid at an additional one-half (½) times the basic hourly rate.

 (d) If the holiday falls on a scheduled day off and the employee is required to work, the employee shall receive three (3) times his/her basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (½) times the basic hourly rate.

13.2.2 With respect to Article 13.2.1, (c) or (d), employee shall be permitted to add one (1) day off to their annual vacation or be given one (1) day off at a mutually agreeable time, and this shall result in a reduction of the normal basic pay only from the holiday payment earned under either Article 13.2.1 (c) or (d). The employee must indicate his/her option on the time sheet submitted for such holiday. If the employee elects to add one (1) day off, then the employee also must indicate the date

...

desired on that time sheet. If, at such time, the employee fails to designate a date for his/her day off, then the Company shall pay the employee for the holiday in lieu of the day off. Under Article 13.2.1 (b), (c) or (d), the maximum number of days off that may be added to the annual vacation is five (5) per year. If the days off that are added to the annual vacation exceed five (5) days, then the Company will pay the employee for any days off that are in excess.

Hours Worked or Credited	(a)	(c)	(d)
0 - 8	Basic	2½ Basic	3 Basic
Over 8	N/A	3 Basic	3½ Basic

* Except where agreed schedules are in effect.

13.3 Scheduling of Christmas and New Year's Holidays -

Before December 1st of each year the employees will advise the Company, in writing, of their preference of scheduling of Christmas and New Year's holidays. The employee's choice of Christmas and/or New Year's holidays shall be granted based on Company seniority within the job classification and each employee, if he/she so requests it, shall be scheduled off on either Christmas or New Year's day. This Article shall not apply to an employee who has elected to substitute a holiday for either Christmas or New Year's day. (Article 13.2) The Company will make its best efforts to arrange that an employee who has Christmas day or New Year's day off not be required to work past 20:00 hours on the eve of that holiday. No payment will be made to the employee for any encroachment created by changes in

regular shift patterns in order to comply with the employee's request pursuant to this Article.

ARTICLE 14

Hours and Scheduling of Work

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14.1 Work Week - For full-time employees in each twenty-one (21) day calendar period there shall be one hundred and twenty (120) hours of work commencing at 12:01 a.m. Monday. The work day shall be a minimum of eight (8) hours exclusive of the first meal periods, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. However, employees classified as clerical will have an inclusive one (1) hour first meal period. During this twenty-one (21) day calendar period there shall be six (6), eight (8) or nine (9) days off which will be scheduled in blocks of two (2) or more consecutive days. If days off are scheduled before and after a paid holiday, and the employee is not required to work the paid holiday, the days off will be considered to have been scheduled consecutively.

Employees classified as clerical employees will be defined as employees in Accounting, Reception, Switchboard, Administration, Sales and Traffic, within those job classifications in Article 16.6

14.1.1 Agreed Schedules - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or work day. To this end, the Company will plan with such

employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 and meal provisions of Article 15 and any other Articles affected will be modified as required. Any such agreements will be put, in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work period by either the Company or the employees giving reasonable notice prior to the work period in question. This return to the normal work period will be made at the earliest possible date.

14.2 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter ($\frac{1}{4}$) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts, however, part-time employees may elect to accept more than one assignment in a day.

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

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

14.4 Posting of Schedules - Each employee's work schedule shall be posted by 5:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Where work schedules are the same from week to week, a new schedule is not required. **Days** off may not be changed without the employee's consent later than 5:00 p.m., eight (8) days prior to the first day of either the previously scheduled days off or the rescheduled days off, whichever comes earlier. Notice of change in starting time shall be given as far in advance as possible, but not later than 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, plus any additional hours, provided that such time is paid for at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

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

14.4.1 Excepting where weekend work is a condition of employment, the department heads will arrange work schedules so that each employee shall have at least every third (3rd) weekend off unless agreed to otherwise by the employee and the Company.

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

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14.6 Work on Scheduled Days Off When an employee works on a scheduled day off, work performed on that day shall be compensated at one and one-half (1 ½) times the basic rate, with a minimum credit of eight (8) hours. When an employee works on a second day off, after having worked on his/her first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours [but less than twelve (12) hours] will be paid at an additional one-half (½) times the basic rate. Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) time the basic rate.

Hours Worked/ Credited	1st Day Off	2nd Day Off
0 - 8	1 ½ x Basic	2 x Basic
8 - 12	2 x Basic	2½ x Basic
Over 12	2½ x Basic	3 x Basic

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

14.6.2 When work was performed on consecutive days off in different work periods, e.g., two (2) consecutive days off in one (1) work period are taken contiguously to the two (2) consecutive days off in the following period, then any consecutive days off worked in the sequence shall be compensated as work performed on a second day off (Article 14.6).

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

14.7.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half ($\frac{1}{2}$) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

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

14.7.3 No payment shall be made for the following encroachments:

- (a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.
- (b) On a shift where an employee is released from duty to attend labour/management meetings.
- (c) 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.

4/3 **14.8** Call Back - Should an employee who has completed a tour of duty be called back to work, the employee shall be paid at the time and one-half (1 ½) rate with a minimum credit of four (4) hours.

14.9 Temporary Upgrades - In the event that an employee is temporarily assigned to perform work for a period of more than one (1) hour, and not for purposes of training, in a higher classification than that to which he/she is permanently assigned, in or outside the bargaining unit, the employee shall be paid one dollar (\$1.00) per hour for each wage group above the group to which the employee is assigned to a maximum rate of three dollars (\$3.00) per hour 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.

14.9.1 Without his/her consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal., *9404 45/100150*

14.10 Night Differential - Employees shall be paid a night differential of one dollar and fifty cents (\$1.50) per hour for work performed between the hours of 1 :00 a.m. and 6:00 a.m. with a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic pay. *5504/45.00*

Effective April 1, 1995 - \$1.60 per hour

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

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

Employees have an obligation to use safety equipment, materials and clothing as supplied, to follow procedures with respect to their use and to take all reasonable

precautions to ensure the safety of themselves and fellow employees.

- 14.11.2** A first-aid kit will be maintained in each work area or vehicle, as determined by the Health and Safety Committee. Where appropriate, vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, foul weather gear, basic tools, and a safety partition.

Employees have an obligation to inspect supplied equipment on a regular basis and report any deficiencies to their Supervisor or Department Manager.

- 14.11.3** The Company shall pay a monthly bonus of thirty dollars (\$30.00) (not to be included in the base rate) to each employee [to a maximum of four (4) at any one time] who holds a valid Industrial First Aid Certificate including a CPR qualification. As the intent of this qualification is to have four (4) bargaining unit members contribute towards the fulfillment of the Company's obligation under the Workers' Compensation Act the selection shall be made after prior consultation with the Union. An employee receiving this bonus shall have an obligation to provide first aid services.

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

- 14.11.5** No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provin-

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cial, or **Municipal regulations or legislation**. Where, in such circumstances, the employee does not work, the employee shall not suffer a loss of pay.

14.11.6 The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal, Provincial or Workers' Compensation Board standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.

14.11.7 A Joint Health and Safety Committee shall be constituted consisting of two (2) representatives of the Company and two (2) representatives of the Union, which shall identify any potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least once a month. Notes shall be taken of all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

14.11.8 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

14.11.9 The Joint Health and Safety Committee shall have access to the accident reports submitted to the Workers' Compensation Board and the government or its agencies, but in no case the medical record of any employee without the express written consent of the employee.

ARTICLE 15

Meal Periods and Break Periods

15.1 First Meal Period - Unless mutually acceptable arrangements are made among a majority of employees assigned to a particular project, or the employee is free to determine the scheduling of the meal period, the first meal period of not less than thirty (30) minutes and not more than one (1) hour shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the beginning of the seventh (7th) hour. Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour which shall commence not earlier than the beginning of the fifth (5th) hour and be completed by the beginning of the eighth (8th) hour. Time under this article shall be computed from the beginning of the work day.

15.2 Second and Succeeding Meal Period -

- (a) Employees who are not on a regular twelve (12) hour tour of duty and are required to work more than a ten (10) hour tour of duty will be assigned a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes during

the ninth (9th), tenth (10th) or eleventh (11th) hour of the tour.

- (b) An additional meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be assigned when employees are required to work more than a fifteen (15) hour tour of duty.

9404 / 391A / 100
 15.2.1 Ten dollars (\$10.00) shall be paid to compensate for the cost of this second or succeeding meal, provided that compensation in Article 12.2 has not been claimed.

9504 / 391A / 105
 Effective April 1, 1995 - \$10.50

15.3 Meal Displacement Penalty - When an employee has not been given a meal period within the time limits required by Articles 15.1 and 15.2, the employee shall be compensated an additional thirty (30) minutes or sixty (60) minutes, depending on the length of the meal period that should have been received, at one and one-half (1 1/2) times the employee's basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.

15.4 Meals on Remotes - In the event that a location is so situated that no facilities serving food are readily available to the employees during the assigned meal period, the Company shall:

- (a) allow the employees sufficient added time and supply adequate transportation to travel to a place where food can be obtained, or

(b) at its own expense, furnish the employees with an appropriate meal which shall include a hot main course where circumstances permit. When the Company supplies an appropriate meal, the allowances in Article 15.2.1 shall not be paid.

15.4.1 The Company may at its option provide an appropriate meal in accordance with Article 15.4 (b) to employees on remote location.

15.5 Employees shall not be required to travel from their assigned location to other studios or remote locations during their meal periods or any part thereof.

15.6 Excepting in extreme circumstances, no employee shall be required to work more than six (6) hours without a meal period.

15.7 Rest Periods - All employees shall be entitled to two (2) fifteen (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

ARTICLE 16

General Wage Provisions and Wages

16.1 Employees shall be paid according to the wage schedule of the classification for which they are hired and/or 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.

16.2 Progression up the salary schedule within each classification shall automatically occur on the first day of the month following nearest to the employee's semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.

16.3 When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale on the first day of the next complete pay period and receive a salary increase which would place the employee on the next higher wage step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of their transfer.

16.4 Approximately one-half ($\frac{1}{2}$) of the employee's regular net monthly salary will be paid on the 15th of the month and the balance on the last day of the month by cheque or bank deposit. Where the 15th or the last day of the month falls on a Saturday, Sunday or a legal banking holiday the payment will be made the previous Friday. Overtime and penalty payments will be made in conjunction with the regular salary payments approximately two (2) weeks following the submission of time cards.

16.4.1 Unless the Company decides otherwise, employees shall, on a weekly basis, complete and submit their time sheets on the forms provided by the Company.

16.4.2 It is the responsibility of the employee to make claims for any and all premiums, bonuses and/or penalties (collectively referred to as "Additional Pay") owed to them by the Company. Employees must indicate any and all Additional Pay claimed on the time

sheet submitted for the week in which such Additional Pay was earned. The time sheets as submitted by the employee shall be reviewed by the Company to ensure that the Agreement has been properly applied, based on the information contained on the time sheet.

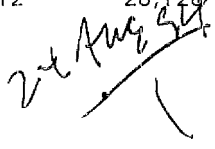
An employee will be advised of any changes made on his/her time sheet after his/her original submission and a photocopy will be provided the employee, if requested.

16.5 In the event pay day(s) occur during an employee's vacation period, the employees shall, upon four (4) weeks written notice, receive his/her vacation pay prior to going on vacation.

16.6 Wage Groups and Classifications - Senior positions within the following classifications are merit appointments and may be filled at the Company's discretion:

GROUP "A" *501A*
 Building Maintenance #1 Receptionist *✓*
 Cleaner Shipper
 Labourer Switchboard Operator

<i>\$21,720</i>	<u>Apr. 1/94</u>	<u>Apr. 1/95</u>	<u>Apr. 1/96</u>
Start	\$22,272	\$22,728	\$23,400
6 mos	23,400	23,880	24,600
12 mos	24,552	25,032	25,776
24 mos	25,656	26,160	26,952
36 mos	26,784	27,312	28,128

2nd Aug 94


GROUP "B"
 Accounting Clerk #1 Promotional Assistant
 Building Maintenance #2 Secretary
 Commercial Co-ordinator Traffic Clerk
 Librarian Unit Assistant
 Programming Assistant

	<u>Apr. /94</u>	<u>1/95</u>	<u>1/96</u>
Start	\$23,400	\$23,880	\$24,600
6 mos	24,552	25,032	25,776
12 mos	25,656	26,160	26,952
24 mos	28,032	28,584	29,448
36 mos	30,408	31,008	31,944

GROUP "C"
 Accounting Clerk #2 Production Co-ordinator
 Assignment Editor Jr. Promotion Co-ordinator
 Camera Operator Jr. Programming Asst./Editor
 Carpenter Sales Service Co-ordinator
 Commercial Playback Opr. Shipping Supervisor
 Court Artist Technical Assistant
 Film Editor Technical Storekeeper
 Floor Director Traffic Clerk Sr.
 Graphic Artist VTR Dubbing Operator
 Make-up Artist Asst. Maintenance Superv.
 Production Asst. #1 Librarian Sr.
 CITY/MUCH

Start	\$25,656	\$26,160	\$26,952
6 mos	26,784	27,312	28,128
12 mos	28,032	28,584	29,448
24 mos	30,408	31,008	31,944
36 mos	32,664	33,312	34,320
48 mos	35,160	35,856	36,936

GROUP "D"

Accounting Clerk Sr.	Prod. Asst. - News
Assignment Editor	Production Co-ord. Sr.
Camera Operator	Researcher
Carpenter Sr.	Sports Assistant
EFP/ENG Editor Jr.	Technical Storekeeper Sr.
ENG/EFP Camera Opr. Jr.	VTR Operator
Feedroom Operator	Weather Graphics Opr.
Floor Director Sr.	Electronic Graphics
Graphic Designer	CITY/Much
Library Supervisor	Electronic Graphics - News
Make Up Artist Sr.	Co-ord. - On-air Promo
MCR Operator - Much	Program Co-ordinator
Operations Scheduler	(Syndication)
Prod. Assistant #2 -	Store/Merchandise Mgr.
CITY/Much	

	<u>1/94</u>	<u>Apr 9</u>	<u>Apr 0</u>
Start	\$28,032	\$28,584	\$29,448
6 mos	29,208	29,784	30,672
12 mos	30,408	31,008	31,944
24 mos	32,664	33,312	34,320
36 mos	35,160	35,856	36,936
48 mos	37,416	38,160	39,312
60 mos	39,912	40,704	41,928

GROUP "E"

Assignment Editor Sr.	Graphic Designer Sr.
Assistant Director - Much	Live Eye Operator
Audio Operator	Production Floater -
Building Supervisor	CITY/Much
Camera Operator Sr.	Production Floater - News
Director Jr.	Unit Production Mgr. -
EFP/ENG Camera Opr.	Much
EFP Editor	VTR Editor
ENG Editor	VTR Operator Sr.
Electronic Graphic Opr. Sr.	VTR/Audio - Chum/CITY
- CITY/Much	Weather Graphics Opr. Sr.
Electronic Graphic Opr. Sr.	Writer Jr. - News
- News	Production Asst. Sr.
Feedroom Operator Sr.	CITY/Much
Field Producer	Production Asst. Sr. -
Segment Producer	News

	<u>Apr. 1/94</u>	<u>Apr. 1/95</u>	<u>Apr. 1/96</u>
Start	\$30,408	\$31,008	\$31,944
6 mos	32,664	33,312	34,320
12 mos	35,160	35,856	36,936
24 mos	37,416	38,160	39,312
36 mos	39,912	40,704	41,928
48 mos	42,192	43,032	44,328
60 mos	44,616	45,504	46,872

GROUP "F"

Associate Producer - CITY/Much	Operations Floater Post Production Co-ord.
Associate Producer - News	- MuchMusic Producer/Writer - Promo.
Audio Operator Sr.	Technical Director -
Carpentry Supervisor	Live Eye
Commercial Producer	Technician I
Corn. Graph. Designer	Writer News
ENG/EFP Camera Opr. Sr.	Field Producer Sr.
EFP Editor Sr.	Production Floater Sr.
ENG Editor Sr.	- CITY/Much
Floater - Chum/CITY	Production Floater Sr.
Lighting Director	- News
MCR Operator - CITY	Live Eye Segment Co-ord.

	<u>1/94</u>	<u>1/95</u>	<u>1/96</u>
Start	\$32,664	\$33,312	\$34,320
6 mos	35,160	35,856	36,936
12 mos	37,416	38,160	39,312
24 mos	39,912	40,704	41,928
36 mos	42,192	43,032	44,328
48 mos	44,616	45,504	46,872
60 mos	48,168	49,128	50,592

GROUP "G"

Building Mtce. Super.	Technical Director
Commercial Producer Sr.	Technician II
Comp. Graph. Design Sr.	Writer - Advertising and
Director - CITY/Much	Promotion
Director - News	Writer Sr. - News
Director/Technical Dir.	Associate Producer Sr. -
Editor - Chum/CITY	CITY/Much
Lighting Director Sr.	Associate Prod. Sr. - News
MCR Operator Sr. - CITY	Line Producer
Operations Floater Sr.	Promotion Super. - Much
Prod./Writer Promo. Sr.	Asst. Creative Director

	<u>April</u>	<u>1965</u>	<u>1966</u>
Start	\$35,160	\$35,856	\$36,936
6 mos	37,416	38,160	39,312
12 mos	39,912	40,704	41,928
24 mos	42,192	43,032	44,328
36 mos	44,616	45,504	46,872
48 mos	48,168	49,128	50,592
60 mos	52,920	53,976	55,584

GROUP "H"

Director Sr. - CITY/Much Editor Sr. - Chum/CITY
 Director Sr. - News Technical Director Sr.
 Director/Technical Dir. Sr. Technician III
 EFP Camera Supervisor ENG Editing Supervisor
 ENG Camera Supervisor

	<u>1/94</u>	<u>1/95</u>	<u>Apr. 1/96</u>
Start	\$39,912	\$40,704	\$41,928
12 mos	42,192	43,032	44,328
24 mos	44,616	45,504	46,872
36 mos	48,168	49,128	50,592
48 mos	52,920	53,976	55,584
60 mos	57,672	58,824	60,600

GROUP "I" - Technician IV

Start	\$44,616	\$45,504	\$46,872
12 mos	48,168	49,128	50,592
24 mos	52,920	53,976	55,584
36 mos	57,672	58,824	60,600
48 mos	62,160	63,408	65,304

16.6.1 Employees in job classifications ENG/EFP Editors, Camera Operators and Writers - News, designated as Junior (Jr.) shall be transferred laterally (at the same wage level) to the next higher wage group within two (2) years of their employment.

16.6.2 The rates in the above scales are minimum rates. Nothing in this Agreement shall prohibit the Company from paying an employee any amount more than the minimum rates.



16.6.3 For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080 of the annual salary set forth above.

16.7 ENG/EFP Camera Operators assigned to standby shall be compensated at the rate of forty dollars (\$40.00) per calendar day, on a scheduled day off. Stand-by pay shall be computed separately from the work week. The above allowances may not be accumulated.

16.8 ENG/EFP Camera Operators and Live Eye Operators will receive a clothing allowance of up to four hundred dollars (\$400.00) every September and March 1st for the purchase of appropriate shirts, pants, winter parkas, boots, etc., upon presentation of receipts. A monthly cleaning allowance of forty dollars (\$40.00) will be paid to such employees upon presentation of receipts.

ARTICLE 17

Effective Date and Duration

17.1 This Agreement shall commence on April 1, 1994, and shall remain in force until March 31, 1997.

17.2 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice, in writing, by registered mail or fax shall be given to the other party not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue

in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

17.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.

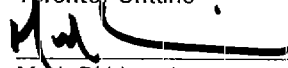
17.4 If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

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

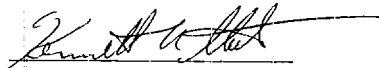
In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this 5th day of May, 1994.

CITY-TV, CHUM/CITY
Productions Limited and
MuchMusic Network,
Divisions of CHUM Limited
Toronto, Ontario

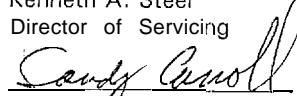
National Association of
Broadcast Employees
and Technicians



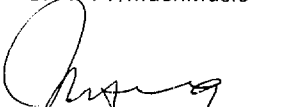
Mark Rubinstein
Vice-President/General
Manager
CITY-TV/MuchMusic



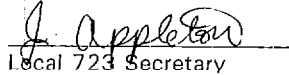
Kenneth A. Steel
Director of Servicing



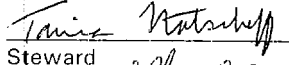
Sandy Carroll
Local 723 President



John Krug
Director of Technical
Facilities



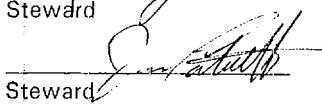
J. Appleton
Local 723 Secretary



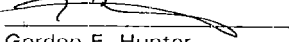
Tonia Watson
Steward



Marshall Leduc
Steward



Gordon F. Hunter
Steward



Gordon F. Hunter
National President

Attachment No.1

Re: Article 14.1.1

I/we the undersigned employee(s) request a change in scheduled shifts as follows:

.....
.....

I/we agree to waive or modify the following scheduling penalties or premiums as provided in the Collective Agreement:

.....
.....

Approved by Local:.....

Date:.....

Employee(s).....

.....

Date:.....

COMPANY POLICY

NON-DISCRIMINATION/HARASSMENT POLICY

Preamble

All City-TV/MuchMusic and CHUM/CITY Productions employees are entitled to employment in a work environment that is free from all forms of discrimination, including harassment, as outlined in the Canadian Human Rights Act.



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 sexual harassment, is a form of misconduct.

City-TV/MuchMusic and ChumCity Productions have and will continue to make every reasonable effort to ensure that no employee is subject to discrimination or harassment by any other employee, while performing his/her employment responsibilities.

Definition of Discrimination/Harassment

Conduct that is discriminatory or harassing may involve one or a series of incidents. Conduct that constitutes discrimination or harassment occurs when:

- a) submission to such conduct is reasonably perceived as a term or condition of employ-

ment (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.

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 I-lead.

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

that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed:

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

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

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

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

Resolving The Complaint

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

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

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

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

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

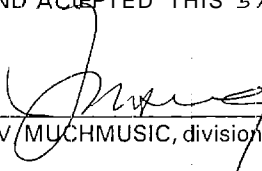
If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded.

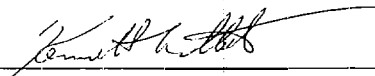
LETTER OF UNDERSTANDING, NO. 1.

This letter of Understanding between City-TV and MuchMusic Network, divisions of CHUM Limited (hereinafter referred to as the "Company") and the National Association of Broadcast Employees and Technicians (hereinafter referred to as the "Union"), sets forth a common understanding regarding the Company's employment of Videographers as follows:

1. Videographers are reporters who use camera equipment to perform their employment duties and are excluded from the Bargaining Unit, as defined in the Collective Agreement between the parties herein.
2. It is not the policy of the Company to have Videographers performing duties that are substantially similar to the duties of ENG/EFP camera operators, or to permanently displace ENG/EFP camera operators in the Bargaining Unit by having Videographers performing their duties. However, notwithstanding that the primary function of Videographers is to shoot their own material, they may be requested, from time to time, to replace ENG/EFP operators on an incidental basis (e.g. for emergencies; to replace ENG/EFP operators who are taken ill, etc.).
3. The Company will not require ENG/EFP operators to become Videographers against their will.

AGREED AND ACCEPTED THIS 5TH DAY OF MAY, 1994.

Per:  _____
CITY-TV / MUCHMUSIC, divisions of CHUM Limited

Per:  _____
NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS

LETTER OF UNDERSTANDING NO. 2

Re: Makeup Functions

The Company agrees that the Collective Agreement provides that makeup functions properly fall within the bargaining unit.

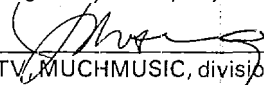
The Union agrees, without prejudice, -that the existing arrangements with the present personnel performing makeup functions may continue on the following understanding:

1. that these Makeup Artists will be considered in the same manner as part-time employees under the terms of the Collective Agreement, as modified below;
2. that the Makeup Artists work on agreed schedules (Article 14.1.1), with overtime rates applying for any hours worked in excess of one hundred and twenty (120) hours over a three (3) week period, as provided in Article 14.1.
3. that Makeup Artists will receive a minimum credit of four (4) hours per tour of duty;
4. that vacation pay and holiday pay be paid in accordance with Article 2.4.1, as well as the fifty (50¢) cents per hour in lieu of benefits;
5. that Makeup Artists receive credit on the wage scales for all accumulated hours worked (e.g.,

1040 hours equal six months of credit and 2080 hours equal one year of credit);

- 6. that Makeup Artists will not be paid less than the Agreement provides;
- 7. that the existing Makeup Artists will receive preferential consideration for any full-time positions that may be posted by the Company and that all accumulated time worked will be credited for all purposes of the Agreement should any be hired on full-time status;
- 8. that the Makeup Artists may decide to invoice the Company for these services.

The Union reserves the right to review this Letter of Agreement should any of the current Makeup Artists cease working for the Company.



 CITY-TV, MUCHMUSIC, divisions of CHUM Limited



 NATIONAL ASSOCIATION OF BROADCAST
 EMPLOYEES AND TECHNICIANS

DATE: May 5/94

Re: Article 12.2.1 - Map of area for ENG/EFP Camera Operators

