

Collective Agreement

Dated: 01 July 2000

Ending: 30 June 2003

Between:

**Bravo Canada, City TV, Muchmusic Network MuchMoreMusic
Space, Star!, and CHUMCity Interactive, divisions of CHUM
Limited and pulse 24 a partnership of CHUM Limited
and 3662458 Canada Inc.**

And:

**Communications, Energy and Paperworkers
Union of Canada
(CEP)**

Table of Contents

Article		Page
1	INTENT	1
2	DEFINITIONS	2
2.1	Employee	2
2.2	Bargaining Unit	3
2.3	Employee Categories and Definitions	8
2.4.2	Students and Volunteer Trainees	12
3	M A N A G E M E N T R I G H T S	13
4	U N I O N R I G H T S .	15
4.1	Dues Checkoff	15
4.2	Notices to Union	16
4.3	Union Access to Premises	17
4.4	Bulletin Boards	17
4.5	Leave for Union Activities	17
5	NON DISCRIMINATION	19
6	NO STRIKE CLAUSE	21
7	GRIEVANCE PROCEDURE	22
7.5	Time Limits	24
a	REPORT ON PERFORMANCE	25
9	SENIORITY RIGHTS	26
9.2	Promotions	27
9.3	Discharge and Demotion	29
9.4	Layoffs	29
9.5	Re-engagement of Laid-off Employees	32
10	JURISDICTION, NEW DEVICES AND METHODS	33
10.2	Technological Change	34
10.3	Program Credits	34

11	EMPLOYEE BENEFITS	35
11.1	Sick Leave and Insurance Plan	35
11.2	Maternity/Adoption Leave	36
11.2.2	Leave for Employees with Child Care Responsibilities	38
11.3	Paternity Leave	42
11.4	Pension Plan	42
11.5	Special Leave	42
11.6	Witness or Jury Duty	43
11.7	Leave of Absence	43
11.8	Education and Training	43
11.9	Outside Activities	44
12	TRAVEL PROVISIONS AND EXPENSES	44
12.1	Transportation	44
12.1.3	Travelling Time Credits	45
12.2	Expenses	47
12.3	Definition of Location and Location Expenses	47
13	ANNUAL VACATION AND PAID HOLIDAYS	49
13.1	Annual Vacations	49
13.1.2	Scheduling of Annual Vacation	51
13.2	Paid Holidays	52
13.3	Scheduling of Christmas and New Year's Holidays	55
14	HOURS AND SCHEDULING OF WORK	55
14.1	Work Week	55
14.1.1	Agreed Schedules	56
14.2	Tour of Duty	56
14.3	Overtime Computation	57
14.4	Posting of Schedules	57
14.5	Scheduled Days Off	58
14.6	Work on Scheduled Days Off	58
14.7	Turnaround	59
14.8	Call-Back	60
14.9	Temporary Upgrades	60
14.10	Night Differential	61
14.11	Excessive Hours and Safety	61
15	MEAL PERIODS AND BREAK PERIODS	63

15.1 First Meal Period	63
15.2 Second and Succeeding Meal Period	64
15.3 Meal Displacement Penalty	64
15.4 Meals on Remotes	65
15.7 Rest Periods	65
16 GENERAL WAGE PROVISIONS AND WAGES	66
16.6 Wage Groups and Classifications	67
16.7 Stand-By	75
16.8 Clothing Allowance	75
16.9 Seasonal Outerwear	76
17 EFFECTIVE DATE AND DURATION	76
Attachment No. 1	79
C o m p a n y P o l i c y	80
Letter of Understanding No. 1	85
Letter of Understanding No. 2	87
Letter of Understanding No. 3	89
Letter of Understanding No. 4	91
Letter of Agreement No. 1	92
Letter of Agreement No. 2	93

THIS AGREEMENT executed between

Bravo! Canada, City TV, MuchMusic Network,
MuchMoreMusic, Space, Star!, and CHUMCity Interactive,
divisions of CHUM Limited and Pulse 24 a partnership of
CHUM Limited and 3661458 Canada Inc.

hereinafter referred to as the "Company",

Party of the First Part,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP)

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.

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

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

The Union shall advise the Company, within five (5) working days of receiving the information, of any disagreement with the pay level of the new classification. Postings for new classifications will indicate that the job is a “newly created bargaining unit classification”.

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 July 10, 1995 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board.

The parties have mutually agreed that employees of the Sales Department and CHUMCity International are excluded from the Agreement. The other excluded positions are as follows:

- President
- Senior Vice-President and General Manager
- Senior Vice President - Programming
- Vice President and General Managers
- Vice President - Business & Regulatory Affairs
- Vice-President - Communications and Promotions
- Vice-President - Finance and Administration
- Vice-President - News Programming
- Vice-President - Production
- Vice-President - Social Policy and Media Education
- Vice- President of Sales and Marketing
- Station Managers
- General Sales Manager
- Manager Director (City Interactive)
- Director - Business Affairs and Legal Counsel
- Director - Business Development

- Director - Communications and Promotion
- Director - Information Technology
- Director - Facilities
- Director - Marketing Research
- Director - Music Operations (Mu&Music)
- Director - Music Programming (MuchMusic)
- Director - New Business Development
- Director - News
- Director - News Operations
- Director - News Programming (CITY)
- Director - Operations and Engineering
- Director - Operations / Program Manager
- Director - Production
- Director - Production / Facilities Management
- Director - Programming
- Director - Programming Operations
- Director - Sales and Marketing
- Director - Sports
- Director - Station Development
- Director - Communications (MuchMusic/MuchMoreMusic)
- Director - Strategic & Organizational Development
- Director - Sales Promotions and Commercial Production
- Director - Publicity
- Manager Communications / Social Policy
- Executive Assistants to the above positions
- Account Executive
- Accounting Supervisor
- Administrative Assistant
- Administrator, Business & Regulatory Affairs
- Advertising Manager
- Affiliate Account & Research Manger
- Affiliate Marketing & Communications Coordinator
- Affiliate Sales Coordinator

- Affiliate Sales Manager
- Affiliate Sales and Marketing Assistant
- Anchors and Talent
- Art Directors
- Arts/Grants Promotion Officer (BRAVO!)
- Chief Assignment Editor
- Closed Captioning Supervisor
- Comptroller
- Confidential Assistants
- Creative Directors
- Creative Marketing Coordinator
- Department Unit Managers
- Deputy Chief Assignment Editor (CITY)
- Director - Affiliate Sales & Marketing
- Director - General Production
- Director - Hospitality and Switchboard
- Director - On-Air Promotions
- Director of Communications - BRAVO!
- Financial Analysts
- Hosts
- Independent Production Development Officer
- Legal Counsel
- Legal Assistant
- Manager - Client Services
- Manager - Communications (BRAVO! and Space)
- Manager - Contracts Administration
- Manager - Distribution Services
- Manager - Engineering
- Manager - Independent Productions
- Manager - Information Technology
- Manager - Live Eye Services
- Manager - Marketing Research
- Manager - Marketing Services

- Manager - Music Clearance
- Manager - News Administration
- Manager - News Operations
- Manager - Operations
- Manager - Program Operations (BRAVO!)
- Manager - Programming Operations
- Manager - Promotions
- Manager - Publicity and Public Relations
- Manager - Sales Administration
- Manager - Special Events / Merchandising
- Managers - Traffic
- Manager of Program Operations
- Manager, Sales Promotions
- Sales Promotions Assistant
- Sales Assistants
- Managing Producer - News Websites
- News and Program Producers
- Office Manager
- On-Air Announcers
- Operations Supervisors
- Payroll Clerk
- Producer / Director
- Producer - News
- Production Managers
- Production Supervisors
- Promotions Managers (CITY)
- Program Managers (CITY)
- Program Operations & Supervisor
- Public Relations Coordinator
- Regional Retail Manager - Sales (Mu&Music)
- Reporters
- Sales Administration Coordinator
- Sales and Marketing Assistant

- Sales and Marketing Coordinator
- Sales Associates
- Sales Coordinators
- Sales Executives
- Sales Manager
- Sales Production Coordinator
- Sales Promotions Producer
- Sales Service Supervisor
- Security Officers
- Senior Copywriter
- Senior Floor Producer
- Senior Information Officer (CITY)
- Senior Information Officer/Publicist (BRAVO!)
- Senior Music Director - (MuchMusic)
- Senior Music Programmer
- Senior News Director (News)
- Senior Producers
- Senior Producer/Creative Director
- Supervising Producer
- Supervisor Administration
- Supervisor CHUMCity Store
- Supervisor ENG/EFP Maintenance
- Supervisor - Film Editing
- Supervisor - Human Resources
- Supervisor - Marketing and Publicity
- Supervisor, Marketing and Promotions
- Supervisor, -Technical Maintenance
- Supervisor of Accounting
- Supervisors Operations
- Supervisor, Programming Operations
- Supervisor Technical Facilities
- Systems Maintenance Supervisor
- Transmitter Supervisor

- Traffic Supervisor
- Unit Administrator
- Videographer
- Writer in Residence

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.

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 not to exceed twelve (12) months. 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. Extension of temporary employment, which requires more than twelve (12) months to complete, shall be agreed to by the union provided that in the circumstances, it is reasonable to do so.

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.

Part-time employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 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.

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

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

accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

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

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

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

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

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

the temporary employment by giving four (4) weeks notice or four (4) weeks pay in lieu of notice.

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

4: Article 9.5 shall only apply to part-time employees laid off who qualify under Item 1: above.

(c) Part-time employees shall receive fifty-three cents (53¢) per hour, not to be added to the base rate, for each hour worked in lieu of the benefits contained in Article 11.

(d) Articles 13.1 and 13.1.2 shall apply as to vacation credits and scheduling, *U however, vacation pay will be calculated at the rate of four percent (4%) of gross earnings, not to include the payments in (c) above.

(e) Article 13.2 shall apply except that part-time employees shall be entitled to pay for a general holiday on which they do not work, calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

(f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of forty-eight (48) hours, in any fourteen (14) day calendar period commencing at 00:01 a.m. Monday. The maximum hours 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 not to exceed twelve (12)

months or for the purpose of training and evaluation for a maximum period of one (1) month.

Article 14.3 shall apply except part-time employees shall receive overtime for authorized hours worked in excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled, or on a "pay period" basis for authorized hours worked in excess of eighty (80) hours over each fourteen day calendar period.

(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 and Volunteer Trainees - Students participating in a recognized educational program or co-operative study program and volunteer trainees may perform functions within the bargaining unit for the purpose of training and learning.

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

It is agreed between the parties that the Company's first obligation

is to provide training and career development opportunities to members of the bargaining unit. It is therefore understood that students and volunteer trainees will not prevent bargaining unit members from participating in training or career development opportunities.

Where the Company assigns the student to assist a member of the bargaining unit as an extra to the normal crew compliment, the Company shall designate a member of the bargaining unit with whom the student will work. Should a student be assigned without the guidance of a member of the bargaining unit, he/she shall be paid the appropriate rate in accordance with this Agreement.

2.4.3 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 acknowledge's 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

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. †

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, address and employment status
2. Gender
3. Classification, salary and seniority
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 T-4 slips issued to employees, the total amount of dues deducted at source and forwarded to CEP.

4.2 Notices to Union -The Company shall mail, or fax, and/or e-mail (when documents do not require signatures) 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 by mail or fax of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.

(b) Notice by mail or fax 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:

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

shall be limited to a total of 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. Such leave shall not constitute a break in continuity of service in seniority, severance pay, or other benefits under this Agreement.

In order to attend the CEP National Convention every other year up to five (5) employees from different job classifications will be released and the maximum aggregate total of days may be increased by ten (10) with the understanding that these extra days will be used to attend the Convention. The Company will be advised of the Convention dates as far in advance as possible. A written request for such leave will be submitted to the Company at least sixty (60) days in advance. It is understood that operational requirements may prevent the release of particular employee(s) and in such case the Local Union shall be allowed to name an alternate(s).

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

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

4.5.1 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.

4.5.2 In addition to any leaves under this article, the Company agrees to release without pay, but with no loss of leave credits or other earned benefits, up to five (5) employees for up to two (2) days each, upon request of the Union, and where reasonable regarding operational requirements, to attend preparatory meetings prior to collective bargaining. A written request for such release shall be submitted fourteen (14) days in advance of the requested day off.

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

5.3

(a) The Company shall maintain a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined in the Canadian Human Rights Act. The Company policy is printed at the back of the Collective Agreement for information purposes and shall act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

Procedure - Any employee who believes that he/she has been subject to harassment is encouraged by the parties hereto to file a complaint in accordance with the Policy. The 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.

(b) The Company may amend the Policy from time to time to comply with Federal regulations, **in** the event that the Company proposes to amend the policy in a substantive manner, (other than for purposes of compliance with legislation) it shall discuss such changes, amendments and revisions with the representatives of the Union at a joint management/union meeting for this purpose. The Union will be allowed to make recommendations to the Company

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 Full-time employees who have completed their probationary period 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 two (2) years of the date of such action being taken, provided that the employee has been free of other disciplinary notices in the intervening period. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.

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.

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.D).

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.

Where the Company decides to post a temporary position to cover a project or production of a predetermined length of time not to exceed twelve (12) months, vacation relief, maternity leave, child care leave or leave of absence, the successful applicant will be reassigned to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3) months in the new position. The Company may, at anytime during this period, return the employee to the former position with no loss of seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee in accordance with Article 2.4 to back fill for a full-time employee: on temporary assignment or to cover projects or productions of up to twelve (12) months or to cover vacation relief, maternity leave, child care leave or leave of absence.

The parties acknowledge that where it is not possible to determine

with certainty the length of the reassignment to a temporary position the Company may end a temporary reassignment at any time and return the employee to the former position with **no** loss of seniority. At the conclusion of the temporary reassignment, the employee shall return to his/her former position. Where the Company decides that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with this article.

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

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 fortyeight 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 reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method of process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the re-engagement list in accordance with Article 9.5.

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).

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.
- (c) Employees with more than three (3) years seniority will retain recall right!; 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. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

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

Notwithstanding the above, employees who had exercised their Company seniority and moved to another job classification at time of layoff (Article 9.4.1) 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, 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 the Company 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:

(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 recognized that

creative work carries creative responsibility, the Company will provide television programme credits on all productions one-half (½) hour in length or greater. The parties further agree that News and weekly strip programmes will provide credits once a week. The content of these credits will be at the Company's sole discretion.

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
- 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 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 (2) weeks of Maternity/Adoption Leave coinciding with **the** EI waiting period after the employee submits proof that she has applied and qualified for EI

benefits. The normal deductions from pay for the two (2) week period shall be made.

During the following fifteen weeks, the employee will receive a payment, Supplemental Employment Benefits (SUB), equal to ten percent 10% of their regular basic wages, including any retroactive pay increases in addition to the Employment Insurance Benefits she is receiving.

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 thirty-five (35) weeks commencing as the employee elects,

(I) in the case of a female employee,

- (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.
- (II) in the case of a male employee,
- (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 thirty-five (35) 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 thirty-five (35) weeks may be shared, but the aggregate total is not to

exceed thirty-five (35) 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.

11.2.6 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. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

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.

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 common-law 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.

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 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.

The granting of such leave will be at the sole discretion of the Company.

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(%) 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.

The Company, at its discretion and with regard to operational requirements may modify work schedules, including providing time-off from work, to assist an employee requesting accommodation to complete such courses.

11.8.1 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.

- a) All per diems in accordance with this article shall be paid in U.S. Dollars when the employee is assigned to travel outside Canada.
- b) Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.

12.1.1 In such authorized cases the Company shall pay reimbursement at the rate of thirty-five cents (35¢) 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.

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

- (a) When the employee departs from home, from 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.

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

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 to or from 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 to a maximum of twenty (\$20) dollars per tour of duty.

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:

	July 1, 1999	July 1, 2001
(a) Breakfast	\$10.50:	\$11.00
(b) Lunch	14.00:	14.50
(c) Dinner	22.00 :	24.00
(d) Subsequent	10.50	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-seven dollars (\$57.00) or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars (\$3.00) per hour to a maximum of fifty-seven dollars (\$57.00) 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 July 1, 2001 - \$60.00

Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employee on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced up to the amount of meal allowances involved in accordance with Article 12.2. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

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:

1. Vacation credits are earned in Hours according to the schedule in #4 below,
2. When vacation time is taken, vacation credits will be deducted from the accumulated bank of hours earned in accordance with this agreement. For example, an employee who regularly works eight (8) or ten (10) hour shifts shall have eight (8) or ten (10) hours deducted from their bank of hours for each working day taken in accordance with this article. It is understood that employees are entitled to take their vacation time together with their days off. Vacation time shall be taken for a minimum of a tour of duty.

3. Vacation credits are earned between July 1 and June 30 and are calculated on June 30th each year. For example, a new full-time employee who begins to accumulate vacation credits on January 1 at the rate of eight (8) hours per month will have accumulated forty-eight (48) hours of vacation credits as of June 30th to be taken from July 1 to June 30 of the following vacation year.
4. Full time employees shall earn vacation credits as follows:
 - (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].
 - (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].
 - (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) - 160 hours of paid time.
 - (d) Two hundred and four (204) months (17 years) or more, but less than three hundred (300) months (25 years) - 200 hours of paid time.
 - (e) More than three hundred months (25 years) - 240 hours of paid time.

RECAP

Service:

Company Seniority computed as of June 30 of each year	Duration of Vacation In Working Days	% of Gross Earnings
Less than 12 months	8 hours per month	@ 4%
12 to 84 months	120 hours	@ 6%
84 to 204 months	160 hours	@ 8%
204 to 300 months	200 hours	@10%
over 300 months	240 hours	@12%

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, provided that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Company seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time, 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 of the proposed vacation period.

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

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 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 Saturday or Sunday and another week day is proclaimed a holiday by the Federal or Provincial Government, the Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice, 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

(2½) 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), an employee shall be permitted to add one (1) day off to his/her 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	3 ½ 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

14.1 Work Week - For full-time employees in each fourteen (14) day calendar period there shall be eighty (80) hours of work commencing at 00:01 a.m. Monday. The work day shall be a minimum of eight (8) hours exclusive of the first meal period, but inclusive of all other meal periods and break periods, but may also

be ten (10) or twelve (12) hours. During this fourteen (14) day calendar period there shall be a minimum of four (4) days off which will be scheduled in blocks of two (2) or more consecutive days. No full-time employee shall be required to work more than seven (7) consecutive days without receiving days off. 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 will have an inclusive one (1) hour first meal period. 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 notice at least two (2) Fridays prior to the work period in question. This return to the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

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. Once posted, days off shall not be changed without the employee's consent. 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 to replace an employee absent due to domestic contingency, (e.g. illness, bereavement, emergency) or 5:00 p.m. two (2) days prior to the day in question For any other reason. 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 scheduled day off, vacation day or day in lieu shall be defined as twenty-four (24) hours for each such day, 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.

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 (1½) 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 he paid at an additional one (1) time the basic rate.

Hours Worked/ Credited	1st Day Off	2nd Day Off
0 - 8	1½ x Basic	2 x Basic
8 - 12	2 x Basic	2½ x Basic
Over 120	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 (½) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

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

14.7.3 No payment shall be made for the following encroachments:

(a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.

(b) On a shift where an employee is released from duty to attend labour/management meetings.

(c) 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.

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 (1½) 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 at least one (1) hour and not for purposes of training, in a higher classification or classifications than that to which he/she is permanently assigned, in or outside the bargaining unit, the employee shall be paid 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.

14.10 Night Differential - Employees shall be paid a night differential of one dollar and ninety cents (\$1.90) 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.

Effective July 1, 2002 - \$2.00 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.

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 to provide a safe workplace, 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, Provincial, 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 or Provincial 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 Company, its carrier 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.

15.2.1 Eleven dollars (\$11.00) 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.

Effective April 1, 1999 - \$11.50

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 (1½) 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 Except 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 no later than two pay periods following the pay period during which it was earned and claimed.

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.

Employees will be advised of any changes made on their time sheet after their original submission and a photocopy will be provided the employee, if requested.

16.5 In the event pay day(s) occur during the employee's vacation period, the employee 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"

	Receptionist	Shipper	Switchboard/Receptionist
Building Maintenance #1			
Cleaner			
Labourer			
Group A	<i>July</i> June 1/00	<i>July</i> June 1/01	<i>July</i> June 1/02
start	25,075	25,702	26,345
06 months	26,362	27,021	27,697
12 months	27,622	28,313	29,020
24 months	28,882	29,604	30,344
36 months	30,142	30,896	31,668

GROUP "B"

	Promotional Assistant	Secretary	Traffic Co-ordinator Jr.
Accounting Clerk #1			
Building Maintenance #2			
Librarian Jr.			
Merchandising Assistant			
Programming Assistant			
Unit Assistant			
Web Content Coordinator I			
Group B	<i>July</i> June 1/00	<i>July</i> June 1/01	<i>July</i> June 1/02
Start	26,362	27,021	27,697
06 months	27,622	28,312	29,020
12 months	28,882	29,604	30,344
24 months	31,557	32,346	33,155
36 months	34,232	35,088	35,965

CROUP "C"

Accounting Clerk #2	Production Ass't #1
Ass't. Mtce Supervisor	- CITY/MUCH
Camera Operator Jr.	Production Co-ordinator
Carpenter	Promotion Co-ordinator
Closed Captioning Oper.	Programming Ass't/Editor
Commercial Playback Oper.	Technical Assistant
Court Artist	Technical Storekeeper
Floor Director	Traffic Co-ordinator
Graphic Artist	VTR Dubbing Operator
Librarian	Web Content Co-ordinator II
Make-up Artist	

Group C	<i>Step</i> June 1/00	<i>Step</i> June 1/01	<i>Step</i> June 1/02
start	28,882	29,604	30,344
06 months	30,142	30,896	31,668
12 months	31,557	32,346	33,155
24 months	34,232	35,088	35,965
36 months	36,778	37,697	38,640
48 months	39,581	40,571	41,585

GROUP "D"

- | | |
|-----------------------------|-----------------------------|
| Accounting Clerk Sr. | Make Up Artist Sr. |
| Assignment Editor Jr. | Prod. Assistant #2 - |
| Camera Operator | CITY/Much |
| Carpenter Senior | Prod. Asst. - News |
| Closed Captioning Oper. Sr. | Production Co-ord. Sr. |
| Co-ord. - On-air Promo | Researcher |
| EFP Camera Operator Jr. | Sales Serv. Co-ordinator |
| EFP Editor Jr. | Shipping Supervisor |
| Electronic Graphics | Sports Assistant |
| CITY/Much | Technical Storekeeper Sr. |
| Electronic Graphics - News | Traffic Co-ordinator Sr. |
| ENG Editor Jr. | Traffic Floater |
| ENG Camera Operator Jr. | VTR Operator |
| Feedroom Operator | Weather Graphics Operator |
| Floor Director Sr. | Web Content Coordinator III |
| Graphic Designer | Web Designer |
| Library Supervisor | Web Media Encoder |

Group D	June <i>July</i> 1/00	June <i>July</i> 1/01	June <i>July</i> 1/02
Start	31,557	32,346	33,155
06 months	32,868	33,690	34,532
12 months	34,232	35,088	35,965
24 months	36,778	37,697	38,640
36 months	39,581	40,571	41,585
48 months	42,127	43,180	44,260
60 months	44,931	46,054	47,205

GROUP "E"

Assignment Editor	Live Eye Operator
Assistant Director - MUCH	MCR Operator - MUCH
Audio Operator	Production Assistant Sr. - CITY/MUCH
Camera Operator Sr.	Production Assistant Sr. News
Director Jr.	Production Floater - CITY/MUCH
EFP Camera Operator	Production Floater - News
EFP Editor	Segment Producer
ENG Camera Operator	Tape Coordinator -CP-24
ENG Editor	Unit Production Manager
Electronic Graphic Oper. Sr. - CITY/MUCH	VTR Editor
Electronic Graphic Oper. Sr. -News	VTR Operator Sr.
Feedroom Operator Sr.	VTR/Audio - CHUM/CITY
Field Producer	Weather Graphics Operator Sr.
Graphic Designer Sr.	Writer Jr. - News

	<i>July</i> June 1/00	<i>July</i> June 1/01	<i>July</i> June 1/02
Group E			
Start	34,232	35,088	35,965
06 months	36,778	37,697	38,640
12 months	39,581	40,571	41,585
24 months	42,127	43,180	44,260
36 months	44,931	46,054	47,205
48 months	47,503	48,691	49,908
60 months	50,229	51,485	52,772

GROUP "F"

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

Group F	<i>July</i> June 1/00	<i>July</i> June 1/01	<i>July</i> June 1/02
Start	36,778	37,697	38,640
06 months	39,581	40,571	41,585
12 months	42,127	43,180	44,260
24 months	44,931	46,054	47,205
36 months	47,503	48,691	49,908
48 months	50,229	51,485	52,772
60 months	54,215	55,570	56,960

GROUP "G"

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

Group G	June ^{July} 1/00	June ^{July} 1/01	June ^{July} 1/02
start	\$39,581	40,571	41,585
06 months	42,127	43,180	44,260
12 months	44,931	46,054	47,205
24 months	47,503	48,691	49,908
36 months	50,229	51,485	52,772
48 months	54,215	55,570	56,960
60 months	59,565	61,054	62,580

GROUP "H"

Director Sr. - CITY/MUCH		ENG Camera Supervisor	
Director Sr. - News		ENG Editing Supervisor	
Director/Technical Dir. Sr.		Technical Director Sr.	
Editor Sr. - CHUM/CITY		Technician III	
EFP Camera Supervisor			
Group H	June July 1/00	June July 1/01	June July 1/02
Start	\$44,931	\$46,054	\$47,205
12 months	47,503	48,691	49,908
24 months	50,229	51,485	52,772
36 months	54,215	55,570	56,960
48 months	59,359	60,843	62,364
60 months	64,939	66,562	68,227

GROUP "I"

Technician IV			
	June July 1/00	June July 1/01	June July 1/02
start	\$50,229	51,485	\$52,772
12 months	54,215	55,570	56,960
24 months	59,565	61,054	62,580
36 months	64,939	66,562	68,227
48 months	69,980	71,730	73,523

16.6.1 Employees in job classifications designated as Junior (Jr.) shall be transferred laterally (at the same wage level) to the next higher wage group within one (1) year 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 Standby - All employees except Supervisory and Transmitter employees assigned to standby shall be compensated at the rate of forty-seven dollars (\$47.00) 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.

Standby shall be defined as the employee having been officially designated as "on standby" on a day off who must be available to report to work if called. The wearing of a beeper, cell phone or other communication device shall not by itself constitute "standby".

Effective July 1, 2002, Fifty dollars (\$50.00).

16.8 Clothing Allowance - ENG Camera Operators, 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.

16.9 Seasonal Outerwear - The Company's full-time Camera Operators and Operations Floaters who are required to regularly work outdoors will receive an allowance of up to two hundred dollars (\$200.00) each September 1st for the purchase of appropriate seasonal outerwear upon presentation of receipts.

ARTICLE 17

Effective Date and Duration

17.1 This Agreement shall commence on July 1, 2000, and shall remain in force until June 30, 2003.

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 eighty (180) days prior to the expiry date of this Agreement. In the event such notice is not given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout 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 there-under, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

In witness whereof the parties hereto have caused this agreement to be executed by their duly **authorized** representatives this _____ day of _____, **2000.**

for the Company

for the Union

Robert Wright

David Lewington

Karen Reid

Kelly Dobbs

Wendy Kieswetter

Sandy Carroll

John Morrison

Andrew Townley

Neil Staite

Jeanine Appleton-Bott

Craig Petts

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

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

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

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

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

Definition of Discrimination/Harassment

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

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

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

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

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes and innuendos, or taunting about a person’s body, attire, or sexual orientation;

- c) practical jokes which cause awkwardness or embarrassment;
- d) unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- e) leering at a person's body or other gestures;
- f) condescension which undermines self-respect;
- g) unnecessary physical contact such as touching, patting, pinching, punching;
- h) physical (sexual) assault

What Harassment is Not

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

How to Tell if Harassment has Occurred

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

- a) Would you want that employee acting the same way with your own loved one (your spouse or child)?

b) Would that employee behave the same way if someone they were in a relationship with was standing nearby?

c) Was there an equal initiation and participation between the employees?

What to Do if You Are Being Discriminated Against or Harassed

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

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, MuchMusic Network and BRAVO!, divisions of CHUM Limited (hereinafter referred to as the "Company") and the Communications, Energy and Paperworkers Union of Canada (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 camera operators and EFP camera operators, or to permanently displace ENG camera operators and 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 operators and EFP operators on an incidental basis (e.g., for emergencies; to replace ENG operators and EFP operators who are taken ill, etc.).
3. The Company will not require ENG operators and EFP operators to become Videographers against their will.

Agreed and accepted this day of , 2000.

Per: _____

for the Company

Per: _____

for the Union

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 cents (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.

for the Company

for the Union

DATE: _____

LETTER OF UNDERSTANDING NO. 3

Outside Activities - Independent Production

Further to the provisions of Article 11.9, it is understood that employees wishing to involve themselves on their own time as members of Independent Productions will adhere to the following procedure:

The specific request will be put in writing and submitted to the appropriate manager for approval;

The request will contain the name of the project and production company and a brief description of the employee's involvement,

It is understood that requests will be considered on a fair and equitable basis giving due consideration to the aspirations of the employee and the competitive position of the Company. Such requests will be approved or denied without undue delay. If the request is denied the manager will give reasons for the denial.

for the Company

for the Union

DATE: _____

LETTER OF UNDERSTANDING #4

Statutory Holidays on a Scheduled Day off

Further to Article 13.2.1(b), an employee who regularly works either eight, ten or twelve hour shifts, shall be entitled to add the hours regularly worked to their bank of vacation time. For employees who work different shift durations, such employees shall be entitled to add eight hours to their bank of vacation time.

for the Company

for the Union

DATE: _____

LETTER OF AGREEMENT #1

Steadicam Premium

The Company agrees to pay a Steadicam premium of \$2,000 annually to full-time camera operators who are required to regularly operate a Steadicam, in addition to other compensation under this agreement, for operating Steadicam. Employees who perform this work on an occasional basis shall receive an upgrade equivalent to one dollar (\$1.00) per hour.

for the Company

for the Union

DATE: _____

LETTER OF AGREEMENT #2

Performance - Probationary Employees

The parties agree that further to Article 2.3, Probationary Employees, in cases where a probationary employee is experiencing performance or conduct problems during his/her probationary period the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing with the Company.

for the Company

for the Union

DATE: _____