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No. OF EMPLOYEES	22		
NOMBRE D'EMPLOYES	22		

COLLECTIVE AGREEMENT

BETWEEN

**CANWEST MARITIME TELEVISION,
a division of Global Communications Limited
(in respect of MITV Employees at
Saint John, New Brunswick)**

(hereinafter called "the Company")

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
(CEP) - CLC**

(hereinafter called "the Union")

10996000

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ARTICLE 1

INTENT

- 1.1 The general purpose of this Agreement is to:
- (a) maintain mutual satisfactory relations between the Company and its employees and promote their mutual interests;
 - (b) set forth the working conditions, hours of work and wage rates of the employees in the bargaining unit;
 - (c) to provide for the prompt disposition of grievances;

To this end, the Union and the Company agree to observe the provisions of this Agreement, and further, the Union agrees that it will assist the Company and its Supervisory personnel in bringing about a high level of efficiency on the part of all employees.

- 1.2 The Company agrees to instruct all members of its supervisory staff to co-operate with the stewards in carrying out the terms and requirements of this Agreement.
- 1.3 The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements of this Agreement.

ARTICLE 2

DEFINITIONS & EMPLOYEE CATEGORIES

2.1 **Employee**

The term "employee," as used herein, means an employee included in the Bargaining Unit or any person employed in a job function which the parties may, by mutual agreement, include in the Bargaining Unit.

Should the parties disagree on the inclusion or exclusion of a job classification in the Bargaining Unit, the matter shall not be the subject of a grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

- 2.1.1 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

2.2 **Bargaining Unit**

The Company recognizes the Union as the exclusive Bargaining Agent for all television employees employed at MITV, Saint John, New Brunswick as listed below:

All television employees of CanWest Maritime Television, a division of Global Communications Limited employed at Saint John, New Brunswick excluding:

Station Manager
Sales Manager
Sales Persons
News Director
Business Manager
Chief Engineer
Confidential Secretary
Technical Manager
Operations Production Manager
Senior Producer
Manager, Program Services

- 2.3 All employees covered by this Agreement shall be considered full-time permanent employees of the establishment except for the following categories.

2.3.1 Probationary Employee

The term “probationary employee” shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (520 hours for part-time employees), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hire for full-time employees (and a further 260 hours for part-time employees). The employee and the Union shall be advised, in writing, of any such extension and the reasons therefore. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefore shall be provided, in writing, to the employee and to the Union. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for its intention. It is understood that the employer may terminate a probationary employee during the probationary period or any extension thereof, and such termination shall be deemed to be for just cause.

2.3.2 Part-time Employee

Part-time employees may be hired in the classifications within the Bargaining Unit provided that:

- (a) the number of part-time employees shall be limited to one (1) such employee in each of the functional groups except that two (2) such employees may be hired in Group “A” and Group “E”; these limits shall not apply to part-time employees replacing full-time employees who are on annual vacation or approved leave;
- (b) part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned. Such employees shall be paid for a minimum of four (4) hours per day, to a maximum of twenty-four (24) hours per week. The maximum hours per week shall not apply when part-time employees are hired to replace employees who are on vacation, leave of absence, child care leave, prolonged illness or other special circumstances;

(c) all articles of the Collective Agreement shall apply to part-time employees with the following exceptions:

- Articles 4.6, 4.6.1 and 4.6.2

- Article 11 (except):

Article: 11.1.5

11.2

11.3 (except temporary)

11.5 (unless employee does not qualify under the Pension Benefits Standards Act)

11.6

11.7

- Article 13.3

(except that part-time employees shall receive four percent (4%) of gross earnings for vacation pay and six (6%) percent when the employee qualifies for the same under the Canada Labour Code);

-Article 15.1;

- Article 18.4

(except that part-time employees shall receive six (6) months credit on the salary scales to which they are assigned for every one (1) year of services as a **part-time** employee;

(d) part-time employees who are subsequently hired as permanent staff without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours and their seniority and probationary period will be calculated accordingly;

(e) the Company will immediately notify the Union local, in writing, of the names of employees hired as part-time within the Bargaining Unit, and will state the classification into which the employee was hired and the reason for hiring the employee;

(f) it is agreed that part-time employees shall not be used to eliminate the need for additional full-time employees or to circumvent the provisions of this Agreement.

2.3.3 For the purpose of this Agreement the term "office employees" shall designate:

PBX Operator/Typist

Secretary

The term "supervisory employee" shall designate:

Producer/Director

The term "production and maintenance employees" shall designate all other employees in the Bargaining Unit except the office employees, and supervisory employees.

2.4 Whenever the term "Group Seniority" is used in this Agreement, it shall denote any of the following groups of classifications:

Group A

- Jr. Newsperson
- Newspaper
- Sr. Newspaper
- Photojournalist

Group B

- News Assistant

Group C

- Technician

Group D

- Operator-TV

Group E

- Sr. ENG Operator
- ENG Operator

Group F

- EFP Operator

Group G

- PBX Operator/Typist

Group H

- Secretary

Group I

- Producer/Director

Group J

- Sales / Promotions Co-ordinator

2.5 A "working day" or "working days" with reference to procedures outlined in this Agreement, specifically, grievance procedures and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays and Statutory Holidays.

2.6 **Regular Weekly Salary**

Regular Weekly Salary shall mean remuneration an employee receives for his/her weeks' work, excluding talent fees, overtime and any other premiums or penalties.

2.7 **Basic Rate**

Basic Rate shall mean the regular weekly salary of an employee divided by the number of hours per week as defined by Article 15.

2.8 **Qualifications**

Whenever, in this collective agreement, the terms "qualifications", "occupational qualifications" or "qualified" are used, these terms shall be as established and/or determined by the Company. The Company, when establishing and/or determining qualifications shall do so in a bone fide and non-discriminatory manner.

ARTICLE 3

MANAGEMENT'S RIGHTS

- 3.1 The Union recognizes that it is the exclusive function of the Company to operate and manage its business and direct the work forces.

Without limiting the generality of the preceding paragraph, the following rights are included:

- (a) to determine the location, number and size of plants;
- (b) to determine the supervision necessary to operate, the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- (c) to decide the number of employees and the operating schedule;
- (d) to select, hire, promote, transfer, layoff, suspend, discipline or discharge an employee for just cause and to maintain order and efficiency of the employees, subject to the right of an employee to file a grievance;
- (e) to make, alter and amend reasonable rules of conduct and procedure for employees;

All this subject to the limitations of this Agreement.

ARTICLE 4

UNION RIGHTS

4.1 **Union Membership**

Employees who are members of the Union at the time of signature of this Agreement, and any employee who thereafter joins the Union, shall, as a condition of their continued employment, maintain membership in the Union during the term of this Agreement.

Any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union.

4.2 **Dues Check-Off**

During the term of this Agreement, the Company agrees to deduct twice monthly from the salaries of the employees in the Bargaining Unit an amount equal to the uniform dues and assessments as levied by the Union. The deductions are to be based on the gross weekly earnings of every employee in the Bargaining Unit beginning with the date of hiring in the Bargaining Unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of gross earnings. The Company will be notified by Registered Mail of any changes in the present rate of deductions.

4.2.1 The Company agrees to remit the monies so deducted to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Company, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the Bargaining Unit who have left or joined the Company since the last payment.

4.2.2 The Union agrees to indemnify and save the Company harmless from any liability or action arising out of any deductions as a result of this Article from the wages of an employee and resulting from any irregularities committed by the Union or its officers.

4.2.3 The Union shall have the right to interview new employees on the Company premises, outside of working hours, for the purpose of joining the Union.

4.3 The Company shall notify, in writing, the acting Senior Executive of the local union, or his/her designee, with a copy to the Regional Office of the Union, of the following information:

- (a) the names, classifications and salaries of new hires;
- (b) vacancies in a permanent job (where the same is to be filled);
- (c) promotions and transfers;
- (d) resignations and retirements;
- (e) lay-offs;
- (f) significant changes to primary duties, tasks or responsibilities;
- (g) information relating to pension and medical plans;

This information shall be provided to the Union within forty-eight (48) hours of any change. This forty-eight (48) hours does not include Saturday, Sunday or statutory holidays.

4.4 **Access to Premises**

Upon reasonable notification, the Company will permit access to its premises by an accredited Union official to observe whether the provisions of this Agreement are being complied with. Such visits shall be at reasonable hours and so as not to interfere with the normal operations of the Company and the Union official shall be accompanied by a representative of Management.

4.5 **Use of Bulletin Boards**

The Union may post, on bulletin boards supplied by the Company, notice of Union meetings, social affairs, or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Company at the time of posting.

4.6 **Leave for Union Activities**

Upon request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees for negotiation meetings and caucus. It is understood that not more than one (1) employee from each functional group shall be so released at any one time.

Within half (1/2) an hour after the conclusion of negotiations or caucus, if such meetings take less than the employee's regular working hours, as per Article 15.1, the employee will be required to return to work for the remaining time in a normal day. If negotiations or caucus occur on an employee's day off, he/she shall be credited with an earned day off.

- 4.6.1 A leave of absence without pay shall be granted to a maximum of two (2) employees at a time and up to a maximum of ten (10) working days per year per employee for a reasonable period to represent employees at Labour Council Meetings of the Union, Labour Conventions and/or Congresses or other Union business. If employees require additional time due to special circumstances, the Company will extend the time at its discretion.

The Company may permit an employee to exceed the ten (10) day maximum if he/she is elected to the Executive Council of the Union, provided that such release does not unduly hamper the operation.

All requests for such leave shall be submitted at least fifteen (15) working days in advance.

- 4.6.2 Leave provided for in Articles 4.6 and 4.6.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for, as outlined in 4.6 and 4.6.1 shall continue to receive all the appropriate benefits contained in this Agreement.

ARTICLE 5

NON-DISCRIMINATION

- 5.1 Neither the Company nor any person acting on behalf of the Company, shall seek by intimidation, by threat, or by imposition of a pecuniary or any other penalty or by other means to compel an employee to refrain from becoming or cease to be a member of the Union.

The Union agrees that it will not discriminate against, coerce, or restrain any employee or attempt to do any of the foregoing because of his/her membership or non-membership, his/her activity or lack of activity, in any labour organization.

- 5.1.1 Where it has been proven to an arbitrator that the Company or anyone acting on its behalf have violated Article 5.1 of this Agreement, the arbitrator shall have the authority to order that the employee involved will become a member of the Union as a condition of employment.

ARTICLE 6

STRIKES, LOCK-OUTS AND STRIKE-BREAKING

- 6.1 During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee take part in any slowdown, sit-down or stay-in, or any other kind of strikes, or any other kind of interference, or any work stoppage, total or partial, of any of the Company's operations anywhere in Canada. The Company will not cause, engage in or permit a lock-out of any employee.
- 6.2 Without restricting the generality of Article 6.1 it is agreed that neither the National Union nor its local Union at MITV, nor its members, nor their agents or representatives shall participate in or solicit, encourage or counsel others to engage in a boycott or any other kind of activities which are designed or intended to adversely affect the interests of the Company during the term of this Agreement.
- 6.3 The Company recognizes the employee's right to refuse to work at any television station, transmitter, studio or property other than at MITV where a legal strike of any person whose functions are similar to those covered by this Agreement is in progress.
- 6.4 If after reasonable effort has been made to secure provision to cross a picket line, no employee shall be penalized in any manner for crossing or not crossing a legally-constituted picket line. This article shall not be construed to mean that any employee may refuse to cross a picket line established at or around the Company's premises while this Collective Agreement is in force.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 **Grievance Committee**

The Union shall appoint or otherwise select a local Grievance Committee comprising three (3) employees. The Company will discuss with the Grievance Committee any grievance filed in accordance with Article 7.2 and any other matter properly arising out of this Agreement and the Committee will co-operate with the Company in the administration of this Agreement.

- 7.1.1 The Union will provide the Company with the names of Union representatives. With the prior approval of management, Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances. The request for permission shall not be unreasonably withheld. All approved time spent in performing duties of this nature shall be considered time worked, except that overtime or any expense to the Company will not be incurred in the carrying out of this function.

7.2 **Grievance Procedure**

Should any question arise concerning the application, interpretation, administration or an alleged violation of the provisions of this Agreement between the Company and any employee, or the Union, the following procedure shall apply:

- Step 1 - When a dispute arises, the employee concerned and/or the shop steward shall discuss the matter with the supervisor concerned. Either the steward or the manager or supervisor may request the presence of the allegedly aggrieved employee at any step in the grievance procedure.
- Step 2 - In the event that the dispute is not resolved in the first step, the employee and/or his/her shop steward may submit a grievance in writing to the General Manager, or the Company designee, within ten (10) working days after the employee became or should have become aware of the matter which is the subject of the grievance. If the grievance is not settled within ten (10) working days from its submission to the General Manager or his/her designee, the Union Grievance

Committee may (within a period of ten (10) working days after the expiration of the said ten (10) working days), request a meeting with the General Manager, or his/her designee, with the Union Grievance Committee and such meeting shall take place within ten (10) working days after the request is filed. Appropriate minutes will be kept of this meeting and will be signed by both parties.

- 7.3 If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 2 hereof, give to the other party to this Agreement written notice of its intention to arbitrate at the same time specifying one of the following list of arbitrators as being not acceptable:

Donald McLean

Eugene McGinley

Jeff Bladon

The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone, acknowledge receipt of the said notice and, at the same time, specify one of the remaining list of arbitrators as being not acceptable; thereafter, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from the list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and he shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and he shall be notified forthwith as provided for in the letter in Appendix A to this Agreement. In the event that the arbitrator so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning.

Should no arbitrator from the panel be available, and failing agreement in selecting an alternate, either party may request the Minister of Labour to appoint an arbitrator.

- 7.3.1 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 shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to alter in any way, or to add to, or subtract from, or modify any of the terms of this Agreement.

7.3.2 If it is determined by the arbitrator that any employee has been disciplined, suspended or discharged without proper cause, the arbitrator may make any decision which is just and equitable and which may, or may not, include the full reinstatement of the employee.

If it is determined by the arbitrator that an employee has been disciplined for proper cause and the disciplinary measure has resulted in the suspension or dismissal of the employee, the arbitrator may substitute such other penalty for the discharge, suspension or discipline as the arbitrator deems just or reasonable in all circumstances.

7.3.3 The hearing must commence within six (6) weeks from the date of acceptance by the arbitrator to the hearing of the grievance.

7.4 Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Company and the Union.

7.5 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses, provided that these arrangements do not cause cost to the Company or interfere with Company operations.

7.6 The parties will jointly bear the expense of an arbitrator in equal portions except that no party shall be obliged to pay the cost of stenographic transcription without express consent.

7.7 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.8 In the case of an arbitration hearing, employees who suffer no loss in regular pay shall consist of the grievor and one (1) additional employee from the bargaining unit, who shall be determined by the Union. Witnesses, other than the grievor **and** the one (1) additional employee, shall be released from work without pay for the time necessary to present their evidence and shall thereafter return to work. This Article is not intended to constitute a limit on the number of witnesses who may be required.

7.9 The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

ARTICLE 8

DISCIPLINARY ACTION

- 8.1 Discipline is action taken by the Company which adversely affects an employee's job status or remuneration. Discipline includes warnings against repeated occurrence, reprimand, suspension and dismissal.
- 8.1.1 Temporary or Permanent demotion shall not be used as a form of discipline. An employee may be demoted only at his own request or as a result of layoff, as described elsewhere in this Agreement.
- 8.2 Letters of Reprimand, Discipline and Dismissal shall be subject to review by the provisions of the grievance procedure and shall only be for just and sufficient cause.
- 8.2.1 An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.
- 8.3 Letters of Reprimand, Notice of Discipline or Dismissal must be made in writing and given to the employee, the local union representative and sent to the regional office by courier or registered mail within ten (10) working days of the occurrence of the incident or knowledge by the company of the incident on which it is founded. If any of this procedure is not followed, neither the report, letter, nor notice, or the events that gave rise to the report, letter or notice shall form part of the employee's record or be used against him/her at anytime.
- 8.4 The employee shall have the right to submit a reply within ten (10) working days after he/she has been given the notice referred to in Articles 8.1, 8.2 and 8.3 above, which reply shall become part of his/her record.
- 8.5 All employees shall have access to their records and no reprimand shall form part of any employee's record for more than two (2) years, provided that during the two years following the reprimand, no further disciplinary measures are incurred. However, in no event shall a reprimand form part of an employee's record for more than three (3) years.
- 8.6 An employee may be accompanied by a Union Representative during meetings with management where the work performance of the employee is discussed that may result in disciplinary action.

ARTICLE 9

SENIORITY RIGHTS

- 9.1 Seniority shall not be established until the probationary period has been served, but shall then count from the date of the engagement.
- 9.1.1 The seniority of an employee shall be affected in the following manner:
- (a) an employee will accumulate seniority on a leave of absence for sickness;
 - (b) an employee with less than one (1) year's seniority who is laid off retains his/her seniority for a period of six (6) months, after which he/she shall be considered as being discharged;
 - (c) an employee with one to five (1-5) years seniority who is laid off shall retain his/her seniority rights for twelve (12) months after which he/she shall be considered as being discharged;
 - (d) an employee with five (5) or more years of seniority who is laid off shall retain his/her seniority rights for twenty-four (24) months after which he/she shall be considered as being discharged;
 - (e) **an** employee on leave of absence for Union activities described in Article 4.6 of this Agreement shall continue to accumulate seniority;
 - (f) an employee shall lose his/her seniority if he/she is discharged for just cause, resigns, or if he/she fails to return to work within ten (10) days of receipt, by Registered Mail to his/her last known address, of the notice of re-employment.
 - (g) an employee with seniority of one (1) or more years who resigns will be re-credited with his/her accumulated seniority to the time of his/her resignation if he/she is re-hired within twelve (12) months;
 - (h) an employee on leave of absence without pay shall, upon returning to the Company's employ, be credited with the seniority accrued to the commencement of his/her leave;

- (i) an employee promoted to a position outside the Bargaining Unit shall retain his/her seniority in his/her former group for a period of six (6) months.

9.2 **Group Seniority**

Group Seniority shall equate to the total length of service an employee has within a Functional Group as listed in Article 2.4.

- 9.2.1 If for any reason an employee returns to a Functional Group in which he was previously employed, his/her Functional Group seniority in that group shall equal all service originally credited, as well as any service in any other Functional Groups in which he/she has worked since his/her initial departure from that group.

9.3 **Promotions and Transfers**

Where a job vacancy occurs, or a new job is created, notice shall be posted for a period of seven (7) calendar days with a copy of the notice being sent immediately to the Union. The employee with the most seniority with the Company shall, if he/she meets the qualifications for the position, be promoted or transferred laterally to the Bargaining Unit position. If there are employees with more seniority than the successful applicant, they will be provided with reasons in writing why the Company found them not to be qualified. The successful employee shall be placed on trial for a period of up to three (3) months. If during this trial period the employee performs unsatisfactorily, or if the employee so requests, he/she will be returned to his/her former position with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that his new position has been confirmed. Nothing in this Article precludes the Company from hiring an employee from outside the Company when no employee applies, or is accepted.

- 9.3.1 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent, and the employee will not be penalized for such refusal.
- 9.3.2 Where management or sales vacancies occur, the Company agrees to post such vacancies for informational purposes only. No time limits are to be imposed and no preference is to be accorded any Bargaining Unit applicant for such vacancies under any circumstances.

9.3.3 **Moving/ Relocation Expenses**

When an employee is transferred from one location to another, the Company agrees it will incur reasonable costs of moving the personal effects of the employee. Additionally the Company will allow the employee a reasonable amount of time off (maximum of two (2) days), without loss of wages, to facilitate the moving of his/her personal effects

The employee will be responsible for obtaining three (3) quotes as to the cost thereof, and will instruct the lowest to directly bill the Company. If direct billing is not possible, the employee will submit receipts upon arrival at his/her new location and will be reimbursed within two (2) weeks. Prior to instructing the lowest bidder, approval shall first be obtained from the Company.

Where an employee has been transferred to another location, (and the employee has been compensated pursuant to this Article), and the employee has been terminated by the Company, the Company will reimburse the employee for moving his/her personal effects back to the location from where he/she was initially located if the employee elects to take up residence at the previous location. The costs thereof shall not exceed the initial costs of moving the employee's personal effects.

Employees who resign before the completion of one (1) year of service will refund the monies spent on moving personal effects to the Company, pro-rated to the length of time spent less than one (1) year.

- 9.3.4 Without his/her consent, no employee shall be permanently transferred to another job classification and the employee will not be penalized by such refusal.

9.4 **Lay-offs**

When lay-offs of employees are to be made, the Company shall determine which jobs are to be left vacant or abolished and the number of employees to be laid off.

- 9.4.1 The Company shall advise the Union in writing of any proposed lay-offs one (1) month in advance, except in the event of lay-offs due to automation when the Company shall provide written notice three (3) calendar months in advance of the date of lay-off.

- 9.4.2 Upon notifying the Union of proposed lay-offs, the following procedure shall apply:
- (a) a Labour/Management Committee, comprising two (2) Union members and two (2) Management representatives, will be formed to examine the possibility of relocation by seniority of employees:
 - (b) should the Committee decide that relocation is not possible, then the normal lay-off procedure shall apply.
- 9.4.3 When employees are to be laid off, such lay-offs shall proceed in an inverse order of group seniority within each group as defined in Article 2.4.
- 9.4.4 In a lay-off situation, an employee who has the qualifications as determined by the Company may transfer from one group to another group and bump the less senior employee in that group.
- 944.1 **An** employee who has experience in another functional group may, in order to avoid layoff, transfer to his/her former group and bump a less senior employee (provided he/she has the qualifications to do the job)
- 9.4.4.2 Employees reclassified to a new wage group as a result of lay-offs will be credited with years of service on the new wage scale based on group seniority as set forth in Article 9.2.1.
- 9.4.5 An employee who is laid off shall be notified of his/her lay-off two (2) weeks in advance of the effective date or he/she may obtain two (2) weeks salary in lieu, In the case of automation, the notice shall be provided three (3) months in advance.
- 945.1 The Company shall provide, 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 in salary to be interviewed for positions outside the Company.
- 9.4.6 The Company shall make every effort to place the employees on lay-off elsewhere in the Company's employ.
- 9.4.6.1 At the time employees are notified of layoffs, the Company will provide the affected employees with a written summary of the benefits to which the employee may be entitled.

- 9.5 When vacancies occur, the Company agrees to recall in order of seniority the laid off employees with the occupational qualifications for such vacancies provided:
- (a) an employee may refuse to accept a recall to a job of a different category from the job he/she was occupying at the time of lay-off without forfeiting his right of recall to his/her original job;
 - (b) an employee may refuse to accept a recall to a job of a salary less than his/her actual salary without forfeiting his/her right to recall;
 - (c) an employee may accept options (a) and (b) on a temporary basis without losing his/her right to his/her original job or a job of the same salary;
 - (d) no new employee shall be hired until those laid off have been given the opportunity to return under the recall provisions;
 - (e) an employee recalled after a lay-off who accepts a salary less than his/her former salary will not suffer a loss of credited years in the wage scale.

ARTICLE 10

JURISDICTION AND DUTIES, JOB DESCRIPTIONS

- 10.1 The Company agrees it will not assign duties normally performed by members of the Bargaining Unit to non Bargaining Unit personnel to the extent the same would result in the lay-off of a member of the Bargaining Unit in the employ of the Company as of the signing date of this Agreement.
- 10.2 In the event of the lay-off of an employee brought about by a transfer or consolidation of functions to or at a different location other than at Saint John, New Brunswick, the affected employee shall be entitled to severance pay based on the following:
- (a) three (3) weeks pay per year in respect of continuous service of up to fourteen (14) years; and,
 - (b) three (3) and one-half (3 1/2) weeks pay per year in respect of continuous service after fourteen (14) years.
- 10.3 The Company shall notify the Union in writing in advance of:
- (a) any significant change contemplated to the primary duties, tasks or responsibilities of a job covered by this Collective Agreement;
 - (b) any new job to be created and declared by the Company, adjudicated or jointly deemed to be the jurisdiction of the bargaining Unit;
 - (c) the wage group in which the Company intends to classify a new job or a job whose primary duties, tasks, or responsibilities have been significantly changed after the signature of this Agreement.
- 10.4 Wage Scales of existing job classifications, if not significantly changed shall not be subject to arbitration.
- 10.5 If a new or significantly changed job is not covered under the salary schedule, the Company, in conjunction with the Union, will establish a grade level for the job. Remuneration for a new or significantly changed job shall be based on existing salary schedules. In the event that the parties are unable to arrive at a mutually satisfactory wage scale for the job, the matter may be settled through the Grievance Procedure provided in Article 7. An arbitrator shall not have jurisdiction to determine what is or shall be the content of a job.

ARTICLE 11

EMPLOYEE BENEFITS

- 11.1 Permanent employees shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days for each month of continuous service to a maximum accumulation of thirty (30) days. Absence due to sickness shall not constitute a break in continuous service. An employee may use up to fifteen (15) days of his/her accumulated sick leave credits per absence. Following the fifteen (15) day maximum an employee will receive Unemployment Insurance Benefits plus Company paid supplemental unemployment benefits to the maximum allowable level until he/she reaches a point where Long Term Disability Benefits apply.
- 11.1.1 The Company may require **an** employee to undergo, at any time, a medical examination by a doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee, or as a safeguard for other members of the staff or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to return to work. If the employee so requests in writing, the results of the examination will be conveyed to the employee's personal physician.
- 11.1.1.1 The Company may request the employee to provide a medical certificate disclosing the cause of absence, provided that such request is made before the employee returns to work and that all expenses incurred in obtaining such certificate are borne by the Company.
- 11.1.2 **An** employee absent due to illness shall inform the Company of his/her tour of duty and shall indicate the cause of his/her absence. Leave of absence will be granted subject to the provisions of Article 11.1.1.
- 11.1.3 Should an employee fall sick while on vacation, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee, provided a doctor's certificate is supplied.

- 11.1.3.1 Should an employee require bereavement leave while on vacation, bereavement leave will be paid and the unused vacation will be credited to the employee.
- 11.1.4 Absence because of sickness shall not interrupt the accumulation of employees' vacation credits in this Agreement.
- 11.1.4.1 Absence from duty while on LTD shall interrupt the accumulation of sick leave credits.
- 11.1.5 The Company shall not dismiss or lay-off an employee solely because of absence due to illness or injury.
- 11.1.6 The Company will grant sufficient time to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee and where an employee is not able to make such appointments during non-working hours.
- 11.1.7 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her shift at his/her regular rate of pay, without deduction of his/her sick leave. Any employee who has received payment under this Article shall also receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours subsequent to the day of the injury.
- 11.1.8 Employees who qualify for LTD will be paid full wages until the normal commencement of UIC. The Company agrees to establish and fund a plan from general revenues to supplement, to the maximum allowable level, the Unemployment Insurance Benefits. The SUB payments will commence with the normal commencement of UIC. The Company will pay, separately and apart from UIC **and** SUB, the equivalent of UIC plus the supplemental payment if the claimant is serving the UIC waiting period, or where the claimant has not worked long enough to qualify for UIC benefits, or where the employee has exhausted his or her UIC benefit entitlement. All this pending the employee supplying a doctor's certificate stating the illness is such that he/she will be recommended for LTD coverage.

An employee shall only be entitled to SUB benefits where he/she qualifies for the same pursuant to the provisions of the attached letter Re: Supplementary Unemployment Benefits (SUB plan) dated November 15, 1995.

11.2 **Reassignment, Maternity Leave and Parental Leave**

The parties recognize that the provisions of the Canada Labour Code relating to Reassignment, Maternity and Parental Leave apply to employees covered by this Agreement. Any complaint alleging non-compliance shall be referred to the Canada Department of Labour, and shall not be processed as a grievance under this Collective Agreement. For informational purposes Sections 204, 205, 206 and 207 are appended to this Collective Agreement as Appendix "C".

1121 An employee shall have the right to a paid leave of absence of one day when he is the father of a child born on any of his normal working days or when he/she is the mother or father of an adopted child, custody of whom is assumed on any of his/her normal working days.

11.3 **Medical, Dental & Group Insurance Benefits**

The Company agrees to continue the payment of the full cost of the Medical, Dental, Group Insurance Benefits set forth in Appendix "D" during the term of his Agreement. Due to taxation considerations, employees will pay the cost of Long Term Disability Coverage.

11.4 **Severance Pay**

In the case of layoff due to shortage of work (as opposed to voluntary termination or dismissal), the employee who has completed one (1) year of service is entitled to two (2) weeks salary for each full year of continuous service. In the case of an incomplete full year, the severance pay shall be calculated on a pro-rata basis. in no case shall the severance pay be less than four (4) weeks of pay. The employee may elect to either wait thirty (30) days and obtain his/her full credits in one lump sum or to receive his/her credits in a bi-monthly salary until his/her credits are exhausted. Acceptance of severance pay shall be deemed to be a voluntary resignation with termination of the employee's recall rights.

An employee who at the time of lay-off elects to retain recall rights, shall be paid severance pay accumulated to him/her at the time of lay-off, upon the expiration of the recall period as in Article 9.1.1 provided he/she has not been recalled to work. Further, at any time during his/her lay-off an employee may elect to accept severance pay and forego recall rights.

11.4.1 **Death Benefits**

Upon cessation of employment as a result of an employee's death, his/her estate is entitled to severance pay at the rate of one (1) week's salary for each year of service, to a maximum of ten (10) weeks. Payment will be made in one lump sum. Severance pay shall be computed on the basis of the weekly salary being paid to the employee at the time of severance.

11.5 **Pension Plan**

The present Pension Plan will be continued throughout the term of this Agreement and there will be no changes, other than improvements, without discussion with the Union. No changes will be made that will detract from the Plan or its benefits, the only exception being changes resulting from government legislation over which the parties would have no control. Information concerning changes will be passed along to the Union promptly.

11.6 **Bereavement Leave**

- (a) In the event of the death of a member of the employee's immediate family (i.e. spouse, common-law spouse or child) bereavement leave on any of his/her normal working days that occur on the day of the death and during the five days immediately following the death, shall be granted, with pay.
- (b) In the event of the death of an employee's parent, bereavement leave on any of his/her normal working days that occur on the day of the death and during the four days immediately following the death, shall be granted, with pay.
- (c) In the event of the death of an employee's brother, sister, father-in-law or mother-in-law, bereavement leave on any of his/her normal working days that occur on the day of the death during the three days immediately following the death, shall be granted, with pay.
- (d) In the event of the death of an employee's grandparent, bereavement leave on any of his/her normal working days that occur on the day of the death and during the two days immediately following the death, shall be granted, with pay.
- (e) In the event of the death of an employee's brother-in-law or sister-in-law, bereavement leave on any of his/her normal working days that occur on the day of the death and during the one day immediately following the death shall be granted, with **pay**.

11.62 In exceptional circumstances, an extension to these time periods may be granted at the sole discretion of the Company.

11.63 The Company may require the employee to produce proof of the need for compassionate leave.

11.7 The Company shall consider requests from employees for special leave for emergencies such as the birth of a child or illness in his/her immediate family. The Company shall have sole discretion in determining if special leave of absence will be granted; however, permission shall not be unreasonably withheld.

11.8 The Company may grant employees leave of absence without pay.

11.9 **Jury and Witness Duty**

An employee required to serve as juror, or subpoenaed as a witness, shall be considered as being on leave with pay, with any remuneration received from the Court to be paid to the Company.

11.10 **Educational Seminars**

Employees in attendance at a Company-approved seminar or educational course related to the broadcast industry shall receive for that day:

- a) on a scheduled work day, his/her basic rate of pay for his/her scheduled tour of duty;
- b) on a scheduled day off, only if his/her attendance is required, his/her basic rate of pay for hours of attendance to a maximum of a normal tour of duty;
- c) on a scheduled day off, if the attendance is of his/her own volition, there will be no wages paid;
- d) reimbursement for all approved expenses incurred, including course material, meal and travel costs;

No overtime will be paid while employees are attending courses.

Employees shall be reimbursed by the Company for fifty percent (50%) of tuition and cost of successfully completing work related courses. In order to qualify for reimbursement, the course must be approved in advance by the Company.

ARTICLE 12

TRAVELING EXPENSES AND PROVISIONS

- 12.1 When **an** employee agrees to use his/her car in the execution of his/her work and has received the authorization of the Company, he/she will receive compensation equal to twenty-seven cents (\$.27) per kilometer with a minimum payment of three dollars and fifty cents (\$3.50). The use of an employee's car is not compulsory.
- 12.2 The Company, upon presentation of receipts, shall reimburse each employee for all authorized in-town and out-of-town traveling and other expenses when such travel is authorized by the Company. All expense claims are to be submitted within five (5) days of returning from an assignment. Reimbursement for authorized expenses will be made within one week of a claim being submitted.
- 12.3 Every reasonable effort will be made to provide expense money to an employee before he/she is sent out of town on Company business, for which the employee will account on forms prescribed by the Company and will reimburse the Company for all money advanced for which the employee cannot account as expenses.
- 12.4 Employees on out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at the Company's expense where available at the locations concerned.
- 12.5 For pay purposes, employees engaged in authorized traveling on an assignment for the Company shall be credited with the time consumed as follows:
- (a) from the scheduled time of the carrier's departure when the employee leaves from his/her home for travel by common carrier;
 - (b) from the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment;
 - (c) from the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel;
 - (d) from the assigned hour of departure from his/her lodgings when an employee is using overnight accommodation.

If any travel is delayed for more than one (1) hour, the employee will contact his/her supervisor for instructions.

- 125.1 Time credited for the return journey under the above conditions shall be computed in the same manner.
- 1252 When any travel is authorized, all time traveled shall be considered as hours worked and subject to the terms of this Agreement. Any overtime incurred while traveling requires prior authorization by the Company.
- 12.6 When an employee is required to work at a studio or a remote location, other than his/her normal place of employment, he/she shall be credited with all the necessary time consumed in transit between such normal place of employment and any other studio or remote location, and return.
- 12.7 Parking facilities will be provided to employees on tour of duty free of charge so long as the Company's operations are maintained at 335 Union Street, Saint John, New Brunswick.
- 12.8 **Out of Town Differential**

When employees are on overnight assignment outside of their regular place of work, they shall receive the following per twenty-four (24) hours to cover all their expenses including travel and accommodations

Effective date of signing	\$47.00
Effective February 1, 1998	\$47.50
Effective February 1, 1999	\$48.00

When the last day of such an assignment requires less than a full day, the employee shall receive a meal allowance as follows:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
Effective date of signing	\$8.00	\$ 9.50	\$17.50
Effective February 1, 1998	\$8.00	\$10.00	\$18.00
Effective February 1, 1999	\$8.50	\$10.50	\$18.50

Reasonable expenses in excess of per diems or meal amounts shall be reimbursed on presentation of receipts.

ARTICLE 13

HOLIDAYS AND VACATIONS

13.1 The following shall be considered as paid holidays:

- New Year's Day
- Good Friday
- Victoria Day (Empire Day)
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Brunswick Day
(first Monday of August)

plus any day duly proclaimed by the Federal or Provincial (New Brunswick) government as a public holiday.

In addition to the holidays listed above, one additional holiday will be granted and scheduled each calendar year at the mutual discretion of the employee and the Company. If at September 30 of any year, there is not mutual agreement as to the specific day the paid holiday is to be taken, the Company shall assign a day to be taken before December 31 of the applicable year. The additional holiday may not be carried from one calendar year to a subsequent year. In the case of new employees, the additional holiday shall be credited after three (3) months seniority. The additional holiday shall be taken in the calendar year in which it is earned.

13.2 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, he/she shall be paid at his/her basic rate of pay for the standard work day defined in Article 15.1;
- (b) when a paid holiday falls on an employee's scheduled day off, and he/she is not required to work, he/she shall be entitled to one (1) earned day off;

- (c) if a holiday falls on a scheduled work day, and the employee is required to work, he/she shall receive, in addition to his/her normal weekly wages, one-half (1/2) his/her hourly rate for each hour worked, with a minimum credit of eight (8) hours, and shall be entitled to an earned day off. Any hours worked in excess of eight (8) on this working day shall be paid at two (2x) times the employee's basic rate.
- (d) an employee working on a paid holiday which is also his/her day off shall be paid at one and one-half times (1 1/2) times his/her basic hourly rate with a minimum credit of eight (8) hours. In addition, he/she will receive a day off plus one-half times (1/2 x) his/her basic hourly rate for the hours worked. Any hours worked in excess of eight (8) on this working day shall be paid at two and one-half times (2 1/2 x) the employee's basic rate.
- (e) an employee on vacation on a paid holiday shall be entitled to an earned day off.

13.2 RECAP

	0 - 8 HOURS	8 + HOURS
Holiday Schedule Work day - OFF	Basic Pay	
Holiday Schedule day off - OFF	one "earned day off"	
Holiday in annual vacation - OFF	one "earned day off"	
Holiday Schedule work day - WORK	1 1/2 x basic Plus one "earned day off"	2 x basic 2 x basic
Holiday Schedule day off - WORK	2 x basic PLUS one "earned day off basic	2 1/2 basic

1321 Earned days off shall be scheduled at times convenient to the employee and the Company. If at any time the employee elects to take money in lieu of any or all of his/her extra off, he/she shall notify the Company at least one (1) month in advance and shall be paid in the following pay period.

13.2.1.1 Once an earned day off has been scheduled, it will be considered a scheduled day off for overtime purposes.

13.2.1.2 Such earned days off must be taken in time or in money within twelve (12) months of their having been earned.

13.3 **Vacations**

An employee having less than one (1) year's seniority from the date of his/her employment to May 1st is entitled to one (1) day's vacation per month to a maximum of ten (10) working days with pay equal to a regular day's pay for each day owed.

1331 An employee having one (1) year or more of Company seniority on the first day of May is entitled to an annual vacation of fifteen (15) working days with a vacation pay equal to six percent (6%) of his/her gross earnings during the calendar year immediately preceding or three (3) week's salary, whichever is greater.

1332 An employee having ten (10) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty (20) working days with a vacation pay equal to eight percent (8%) of his/her gross earnings during the calendar year immediately preceding, or four (4) weeks' pay, whichever is greater.

1333 An employee having twenty-two (22) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty-five (25) working days with a vacation pay equal to ten percent (10%) of his/her gross earnings during the calendar year immediately preceding, or five (5) weeks' pay, whichever is greater.

13.3 - 13.3.3 **RECAP**

Length of Employment at May 1st	Vacation Entitlement	Remuneration
0 - 1 year	1 day/month (max. 10 working days)	regular daily wage
1 - 10 years	15 working days	6% of gross OR 3 weeks' salary *
10 - 22 years	20 working days	8% of gross OR 4 weeks' salary *
22+ years	25 working days	10% of gross OR 5 weeks' salary *

* whichever is greater

13.4 **Scheduling of Vacations**

The Company will post in each department by April 1st of each year, an appropriate calendar on which employees can indicate their vacation requests. Annual vacation periods shall be taken between June 1st and September 30th on the basis of Company seniority within each department. The employees must indicate their vacation preference by April 21st or forfeit their seniority rights for vacation selection. The Vacation Schedule must be posted prior to May 1st of each year.

134.1 Vacations may be taken outside the period specified in Article 13.4 by mutual agreement between the employee and the Company.

134.2 Vacation selection will be subject to Company seniority provisions, within the functional group. Each employee shall have seniority preference on a maximum of three (3) weeks of his/her annual vacation or earned days off in consecutive days. Vacation in excess of three (3) weeks will be taken only after the request of less senior employees have been met. It is agreed that all vacation schedules are subject to the operational requirements of the Company.

13.4.2.1 If at all possible, an employee will be entitled to begin and end his/her vacation in conjunction with his/her days off which shall be a Saturday/Sunday weekend.

135 Once an employee begins his/her vacation any work assigned during that vacation shall be paid at overtime rates. The employee will be credited with an additional day of vacation for each day he/she is required to work.

13.6 **Scheduling of Christmas and New Year's Holidays**

Employees shall submit their wishes for scheduling of Christmas and New Year's holidays no later than the thirty-first (31st) day of October. At least five (5) full working days prior to the thirty-first (31st) day of October, the Company will post on its boards a notice to ascertain the individual wishes of the employees.

13.7 The Christmas and New Year's Day schedules will be awarded by Company seniority within a functional group subject to operational requirements and shall be posted not later than the fifteenth (15th) day of November.

ARTICLE 14

GENERAL MATTERS

14.1 **On-Camera Appearances**

Employees whose job functions do not normally call for appearances on camera may refuse to appear on camera, except for pan shots or incidental shots.

14.1.1 When an employee, other than an employee assigned to Group "A", is required to appear on camera or to do voicing, he/she shall be compensated in an amount as determined by Management and agreed to by the employee and the Union. Monetary arrangements are to be made in writing prior to the production or on-air presentation.

14.1.2 Employees who perform commercial announcing duties will be paid thirty dollars (\$30.00) per client recording session.

14.2 **Outside Activities**

No employee shall engage either directly or indirectly in activities or work which is similar in nature to any of the activities or business engaged in by the Company except with the prior written approval of the Company. Further, an employee shall not engage in activity where the same could adversely affect the public image of the Company.

14.3 **Union Seal**

Every audio or videotape recording or film that is produced by the Company shall have an official Union seal, as approved by the Company exhibited on tape or film containers.

14.3.1 The Company shall give air credits to employees where in its opinion, such credits are merited by their contribution.

14.4 The Company will provide a clothing subsidy to all permanent television news anchors at current rates. The subsidy will be paid in respect of approved clothing purchases after presentation of receipts.

ARTICLE 15

HOURS AND SCHEDULING OF WORK

15.1 The work week will commence as of 12:01 a.m. local time on Monday and shall consist of the number of hours of work set forth in Article 15.1.1, 15.1.2 and 15.1.3 divided into five (5) days of work, exclusive of first (1st) meal period, but inclusive of break periods, second (2nd) and subsequent meal periods. Newsroom personnel shall receive an inclusive first (1st) meal period.

15.1.1 The work week for production and maintenance employees shall consist of forty (40) hours divided into five (5) days of eight (8) hours each.

This work week may be averaged over a two (2) week period of eighty (80) working hours divided into ten (10) days of eight (8) working hours each.

Note: Ken Ogden had been classified as a continuity co-ordinator. That job classification ceased to exist approximately early, 1995. He is now classified as a Producer/Director. His hours of work will remain the same as they were when he was a continuity co-ordinator.

15.1.2 The work week of office employees shall be thirty-five (35) hours divided into five (5) days of seven (7) hours each.

15.1.3 The work week for supervisory employees shall consist of forty (40) hours averaged over five (5) days.

15.2 **Days Off**

There shall be two (2) consecutive days off per week. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday, except for office employees. Four (4) consecutive days off may be given within a two (2) week period. Not more than ten (10) working days will be scheduled consecutively.

The Company shall make every effort to schedule the days off on weekends, Saturday and Sunday, as frequently as possible, but in no event shall an employee be required to work more than two (2) weekends in a row.

Notwithstanding paragraph 2 hereof employees in Groups "A", "B" or "E" of clause 2.4 who are assigned to shows on weekends and employees assigned to stand-by pursuant to Article 15.6.6 may not necessarily receive weekends off in accordance with this Article.

15.2.1 The five (5) days of work in any work week need not necessarily be consecutive; they may be separated by the two consecutive days off,

15.2.2 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three and four (3 & 4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period.

15.3 **Tour of Duty**

A tour of duty describes the normally scheduled shift of an employee, or his/her shift as it may be modified, calculated to the next quarter (1/4) hour in which his/her work is performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

15.3.1 There shall be no assignment of split shifts.

15.4 **Posting of Schedules**

Production and maintenance work schedules will be posted by five PM (5:00 PM) on Friday of each week and shall indicate the hours of work, meal periods, job function, and scheduled days off for the week commencing the second Monday following. The daily starting and stopping time shall be determined by the Company.

15.4.1 Scheduled overtime will be posted separately from the work schedules as early as possible.

15.4.2 **Work Schedules**

The work week for office employees shall be thirty-five (35) hours, Monday through Friday. A sixty (60) minute meal period shall be assigned to office employees.

- 15.4.3 The work week for supervisory employees shall be forty (40) hours. These hours shall be scheduled appropriate to assignments.
- 15.4.4 After posting of a work schedule, scheduled days off will not be changed unless mutually agreed by the employee and the Company.
- 15.4.5 A designated Union representative shall be given access to the work schedule and time records which will be kept on file by the Company for at least two (2) years.
- 15.4.6 Employees may exchange shifts and days off with other employees, provided they have the prior permission of their Supervisor to do so.

15.5 **Change of Schedules**

Notification of a change of starting time or of a cancellation of a scheduled work assignment shall be given to an employee at least twenty-four (24) hours before the starting time. If such notification is not given, the employee will be credited with the original hours scheduled.

- 15.5.1 Employees will be notified of all changes of schedule. As well, such changes and any scheduled overtime will be posted in notice form on the same bulletin boards as the work schedules.
- 15.5.2 Prior to going on leave of five (5) days or more, upon the request of the employee, he/she shall be given in writing a pre-arranged time to report back. This time, however, may be re-scheduled later but not earlier than the pre-arranged time.
- 15.5.3 It is the responsibility of an employee to report to the Supervisor in charge of scheduling, advising when he/she will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in his/her schedule.

15.6 **Overtime Computation**

Overtime shall be paid for all time worked in excess of the normal daily hours in any one (1) day in the following manner.

15.6.1 **Extension of Shift**

Extension of Shift shall mean an employee continues to work past the end of his/her regular tour of duty; he/she shall be paid at the rate of one and one-half times (1 1/2 x) his/her basic rate.

15.6.2 **Recall**

Recall shall apply to an employee who is called to work after having left, not expecting to return that day. The employee on recall shall be paid as of the time of the call for one (1) hour's travel time at straight time. In addition, for the actual time worked, the employee shall be paid at time and one-half (1 1/2 x) his/her basic rate with a minimum credit of four (4) hours.

15.6.3 **Callback**

Callback shall apply to an employee who finishes his/her shift knowing he/she must return. He/she shall be paid at one and one-half times (1 1/2 x) his/her basic rate for all additional hours worked with a minimum credit of four (4) hours.

15.6.4 **Call-In**

Call-in shall apply to an employee who is called in to work before his/her scheduled start time. A call-in must extend into the start of his/her scheduled shift. If work performed before the start of his/her scheduled shift does not extend into his/her scheduled shift, the hours worked shall be deemed recall. In cases of call-in, an employee shall be credited from the start time of the call-in to the start of his/her shift at one and one-half times (1 1/2 x) his/her basic rate with a minimum credit of two (2) hours.

15.6.5 Recall or callback can occur only when an employee, who has worked or has been credited with at least a minimum tour of duty, is called to perform work on the day in question.

Overtime ReCap

EXTENSION OF SHIFT - under 4 hrs (Art 15.6.1) - over 4 hrs. (Art 15.7.1)	1 1/2 x basic (no minimum) 8 hrs. min.
RECALL - Art. 15.6.2	1 hr. travel time at basic rate 1 1/2 x basic for all hours worked (min. cred. = 4 hours)
CALLBACK - Art. 15.6.3	1 1/2 x basic (min. cred. - 4 hrs.)
CALL-IN - Art. 15.6.4	1 1/2 x basic (min. cred. = 2 hrs.)

15.6.6 Stand-by

- (a) An employee assigned to stand-by during his/her non-scheduled hours of work shall be compensated therefore at a rate of eleven (11%) percent of his/her regular hourly rate of pay for each hour or **part** thereof so assigned. The stand-by payment is additional to payment to which an employee becomes entitled in the event he/she reports for work during a stand-by period. During any period any employee is being paid for work during a stand-by period, he/she shall not be paid the stand-by compensation as set forth herein.
- (b) The call back payment provisions as in Article 15.6.3 shall apply. No other pay provisions shall apply.
- (c) The Company will make a reasonable effort to make stand-by assignments on a rotational basis amongst the employees affected. A reasonable effort will also be made to avoid scheduling an employee more than two (2) weekends in a row.
- (d) During the period an employee is assigned to stand-by, he/she shall be provided with a cellular telephone.
- (e) No additional payment shall apply where during the period the employee is being paid stand-by pay, in cases where the problem can be rectified via telephone.

- 15.7 If an employee assigned to overtime or work on a day off requests not to be so assigned, the Company will contact all other available qualified employees who normally perform these duties and will endeavor to replace him/her in the assignment. If no employee accepts the assignment, the Company may assign the work to the least senior qualified employee.
- 15.7.1 Employees required to work overtime, on any regular scheduled day, shall be paid at a rate of time plus one half their basic hourly rate for the first four (4) hours worked and double time thereafter.
- 15.7.2 The Company shall attempt to apportion overtime equitably among the employees within a group.
- 15.7.3 An employee and his/her manager may agree to substitute time off in lieu of overtime. Time off will be credited at the rate of overtime was earned. (e.g. a two hour extended shift would equal three (3) hours off in lieu), Scheduling of time off in lieu shall be by the mutual agreement of the employee and the Company.
- 15.8 Work on a Scheduled Day off - When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:
- (a) If work is performed on one (1) day off in a week, time and one-half (1/2) computed separately from the work week, with a minimum credit of four (4) hours, payable at the said time and one-half (1 1/2) rate;
 - (b) If work is performed on both days off in a week, double time (2 x) computed separately from the work week, with a minimum credit of four (4) hours for the second day, payable at the said double time (2x) rate.
- 15.9 **Turnaround Period**
- A "Turn-around Period" is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or between the end of a callback and the commencement of the next tour of duty, whichever is later.
- All time which encroaches on the turn-around period shall be paid at one and one-half times (1 1/2 x) the hourly rate of the employee. No payment shall be made for the following encroachments:

- on a swing-in shift on a regular rotating shift pattern which occurs in conjunction with the employee's days off;
- on a shift where the employee is released from duty to attend negotiations or grievance meetings with Management;
- on a shift mutually agreed to by the employee and the Company
- on a shift where an employee requests a trade in shifts.

15.10 **Night Differential**

Any employee, working between 0100 hours and 0700 hours (1:00 a.m. and 7:00 a.m.), shall receive a premium equal to twenty percent (20%) of his/her basic rate for all hours worked during that time.

15.11 **Upgrading & Temporary Upgrading**

In the event an employee is temporarily assigned to perform work in excess of four (4) hours in any tour of duty in a higher-rated classification (within or without the Bargaining Unit) than that to which he/she is normally assigned, he/she shall be paid an additional twelve dollars (\$12.00) per tour of duty.

This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee has been upgraded. At the time of such assignment, an employee shall be verbally advised of his/her temporary upgrading and this shall be recorded on the employee's time sheets.

15.11.1 The Employer has the right to assign **an** employee to perform work of an equal or lower classification provided his/her wage rate remains the same and that such assignment is temporary and for a specific purpose, i.e. to meet temporary increases in workload or to replace an employee on leave. Except in case of emergency no employee will be assigned as above for more than three weeks per calendar year.

15.11.2 In the event that **an** employee is temporarily assigned to perform work of a supervisory nature in a category which is excluded from the Bargaining Unit, he/she shall continue to receive the protections of this Agreement.

ARTICLE 16

EXCESSIVE HOURS AND SAFETY

- 16.1 The Company agrees to give proper attention to the health and safety of the employees. The parties agree to form a Safety Committee, whose responsibility shall be to examine the measures which may be taken to safeguard the safety of the employees.
- 16.1.1 The Company agrees to supply appropriate protective clothing and/or safety devices for employees on assignment where conditions require their use and maintain appropriate transportation and safety standards. Any employee who is provided with such protective clothing or safety devices shall be required to utilize same and failure or refusal to do so shall be cause for discipline.
- 16.1.1.2 The Company agrees to provide suitable winter parkas and protective raingear to newsmen, news camera and EFP personnel at one-half the Company's cost. The Company will make arrangements for such clothing at the best available cost and underwrite the cost by 50% for the news employees referred to above. No employee will be required to purchase this clothing.
- 16.1.2 On assignments involving climbing, or work involving high voltage or transmitter equipment, a minimum of two (2) employees with working knowledge of the equipment used will be assigned.
- 16.1.2.1 Notwithstanding Article 16.1.2, the Company may assign one (1) employee only to transmitter sites for the purpose of taking regular meter readings. If adverse weather conditions are expected, Article 16.1.2 shall apply. Employees assigned to attend transmitter sites alone shall be provided with reliable transportation and means of communication.
- 16.1.3 For all time worked involving climbing transmitting and/or receiving masts, employees will be paid one-half (1/2) their basic rate in addition to and computed separately from their regular wages.
- 16.1.4 The Company shall give consideration to the incapacities of an employee in assignments involving climbing towers, ladders, or work under hazardous conditions.

- 16.1.5 Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident at the workplace shall be at the expense of the Company. User fees (if any) at the Out-Patient Department shall be at the expense of the Company.
- 16.1.6 No employee shall be required to do work under what he/she reasonably concludes are hazardous conditions. Where such hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company and the employee. Refusal to do such work shall not result in discipline, including loss of pay nor will such refusal prejudice any future job status.
- 16.1.7 Upon request, assistance shall be provided to ENG operators in transporting and/or moving equipment whenever justified.
- 16.2 An appropriate safety course (i.e., first aid courses) will be set up for the employees and paid for by the Company.
- 16.2.1 The Company shall make available and maintain First Aid Kits.

ARTICLE 17

MEALS AND BREAK PERIODS

- 17.1 Employees shall be entitled to and shall receive rest periods as follows:
- (a) a fifteen (15) minute rest period in the first four (4) hour work period in a tour of duty;
 - (b) a fifteen (15) minute rest period in the second four (4) hours of a tour of duty;
 - (c) break periods shall not form part of meal periods;
 - (d) on a tour of duty of more than eight (8) hours an employee shall not be required to go more than four (4) hours without a break period being given;
 - (e) if either or both break periods are not assigned, the employees concerned shall be paid an additional fifteen (15) or thirty (30) minute period, whichever is applicable, at their appropriate overtime rate;
 - (f) for News and ENG personnel, it is understood that the assignment of break periods will be flexible. Said breaks are not to be unreasonably withheld.

17.2 **First Meal Period**

To all tours of duty of five (5) hours or more, a first meal period of sixty (60) minutes shall be assigned and shall begin not earlier than the start of the fourth (4th) hour of the tour and shall end not later than the end of the sixth (6th) hour of such tour.

The current practice of assigning lunch periods to the Office Staff shall continue.

- 17.2.1 Newsroom personnel shall be excluded from Article 17.2 and in lieu thereof shall receive a paid thirty (30) minute first meal period which shall be taken by the employee at a mutually convenient period in the work day. Article 17.4 shall not apply to this meal period. If this meal period cannot be taken, the employee will be credited with an additional 1/2 hour as time worked and shall be compensated for the cost of the meal to the maximum amount in Article 17.3.1.

17.3 **Second Meal Period**

If an employee is required to work more than six (6) hours after the end of the first meal break referred to above, and more than one (1) hour after the end of his/her regular shift, a second meal period of thirty (30) minutes duration shall be assigned. For every additional six (6) hour period worked, a further break shall be assigned.

17.3.1 Whenever an employee is entitled to a meal period under the terms of Article 17.3, he/she shall receive eleven dollars (\$11.00) representing the cost of his/her meal.

17.4 **Meal Displacement Compensation**

When an employee is not given a meal period within the time limits required by this Article, he/she shall receive in addition to his/her regular salary, compensation in an amount equal to one-half (1/2) his/her basic hourly rate for each hour worked with a minimum of one (1) hour until a meal period is actually assigned. This compensation is to be computed from the beginning of the last hour in which the meal period should have been given and extend to the start of the meal period assigned.

17.5 Employees shall not be required to work at any job function during their meal periods if at all possible. If an employee's meal period is interrupted, he/she shall be given another meal period.

17.6 **Meals on Remotes**

When employees are on assignments which are outside their regular place of work, and a meal period occurs and they are unable to travel to their homes or their regular place of employment, the Company shall reimburse the employee for reasonable meal expenses.

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

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

ARTICLE 18

GENERAL WAGE PROVISIONS

- 18.1 Approximately fifty percent (50%) of the employee's normal net basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.
- 18.2 Where overtime, penalty and premium claims have been submitted in a timely manner all payments therefore will be made no later than the normal pay period next following the pay period during which the employee submitted his/her claim sheet.
- 18.3 Employees shall be paid according to the wage schedule of the classification to which they are assigned with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 18.4 Progression up the salary schedule within each classification shall automatically occur, as designated in the salary schedules, on the first complete pay period of the month nearest the employee's semi-annual or annual date of hiring, or his/her appointment to his/her current classification.
- 18.5 When an employee is promoted to a higher-rated job classification, he/she shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his/her former group, plus the amount necessary to place him/her on a step in the new group.
- 18.6 This Agreement represents minimum rates, fees and conditions of employment, No person employed in any job classification within the scope of this Agreement shall be compensated at rates lower than those provided herein nor shall any conditions of employment be less favourable than the provisions of this Agreement. Nothing in this Agreement shall prevent an employee and employer from agreeing to an individual contract containing specified terms (including wage rates) and conditions of employment in excess of the minimum provisions of this Agreement.

Year #1 - February 1, 1997 - January 31, 1998

- a) The wage scales as set forth in the collective agreement expiring January 31, 1997, shall remain in effect until January 31, 1998, except that the Sales / Promotion Co-ordinator shall be added to Group I effective the date of signing:
- b) In lieu of a wage scale adjustment for Year 1 all full-time employees on the payroll of the Company as at the date of ratification shall be paid a lump sum payment based on two (2.0%) percent of his/her regular annual salary, with a minimum payment of \$600.00 being applicable
- c) The gross lump sum calculated to be payable to each bargaining unit employee based on the formula as set forth in paragraph (b) above is as set forth in the attached Schedule "A".
- d) In addition to the lump sum payment as set forth in paragraph (b) above qualifying employees will receive an increment increase.
- e) In the case of a part-time employee, the lump sum payment shall be adjusted pro-rata having regard for the number of regular hours the part-time employee is likely to work during Year 1.
- f) An employee who has been paid a lump sum payment, who leaves the employ of the Company of his/her own volition during Year #1 shall have any over-payment deducted from any outstanding monies owing to him/her. **An** over-payment shall be calculated on the basis of one-twelfth (1/12) of the lump sum payment (applicable to the employee in respect of each month not worked during Year 1).
- g) Lump sum payments will be made to qualifying employees within ten (10) normal business days of the Company having received written notification from the Union that ratification has occurred.

Year #2 - February 1, 1998 - January 31, 1999

- a) Effective February 1, 1998, all wage scales will be increased by two (2.0%) percent at the minimum and maximum and at all steps.
- b) In addition to the wage scale increase, as set forth in paragraph (a) above, all qualifying employees will receive an increment increase.

Year #3 - February 1, 1999 - January 31, 2000

- a) Effective February 1, 1999, all wage scales will be increased by three (3.0%) percent at the minimum and maximum and at all steps.
- b) In addition to the wage scale increase, as set forth in paragraph (a) above, all qualifying employees will receive an increment increase.

18.7 Wage Scales

Group (B) - PBX Operator/Typist, News Assistant

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$687	\$701	\$722
6 mos.	\$726	\$740	\$763
1 yr.	\$780	\$796	\$819
2 yrs.	\$804	\$820	\$845
3 yrs.	\$834	\$851	\$876
4 yrs.	\$862	\$880	\$906
5 yrs.	\$884	\$902	\$929

Group (F1) - Secretary

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$845	\$862	\$888
6 mos.	\$873	\$891	\$917
1 yr.	\$912	\$930	\$958
2 yrs.	\$951	\$970	\$999
3 yrs.	\$1,010	\$1,030	\$1,061
4 yrs.	\$1,034	\$1,054	\$1,086
5 yrs.	\$1,073	\$1,094	\$1,127
6 yrs.	\$1,140	\$1,162	\$1,197
7 yrs.	\$1,192	\$1,216	\$1,252

Group (G) - ENG Operator, Operator - TV, EFP Operator, Junior
Newsperson

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$966	\$986	\$1,015
6 mos.	\$997	\$1,017	\$1,047
1 yr.	\$1,044	\$1,065	\$1,097
2 yrs.	\$1,088	\$1,109	\$1,143
3 yrs.	\$1,153	\$1,176	\$1,211
4 yrs.	\$1,181	\$1,204	\$1,241
5 yrs.	\$1,226	\$1,251	\$1,288
6 yrs.	\$1,300	\$1,326	\$1,366
7 yrs.	\$1,363	\$1,390	\$1,432

Group (I) - Newsperson, Sales / Promotion
Co-ordinator

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$997	\$1,017	\$1,047
6 mos.	\$1,027	\$1,048	\$1,079
1 yr.	\$1,060	\$1,081	\$1,113
2 yrs.	\$1,118	\$1,140	\$1,175
3 yrs.	\$1,179	\$1,202	\$1,238
4 yrs.	\$1,244	\$1,269	\$1,307
5 yrs.	\$1,302	\$1,328	\$1,368
6 yrs.	\$1,363	\$1,390	\$1,432
7 yrs.	\$1,419	\$1,448	\$1,491

Group (J) - Senior ENG
Operator

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$1,073	\$1,094	\$1,127
6 mos.	\$1,140	\$1,162	\$1,197
1 yr.	\$1,166	\$1,189	\$1,225
2 yrs.	\$1,205	\$1,229	\$1,266
3 yrs.	\$1,276	\$1,302	\$1,341
4 yrs.	\$1,324	\$1,350	\$1,391
5 yrs.	\$1,408	\$1,436	\$1,480
6 yrs.	\$1,460	\$1,490	\$1,534

Group (K) - Photojournalist, Sr. Newsperson,
Technician

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$1,170	\$1,193	\$1,229
1 yr.	\$1,224	\$1,249	\$1,286
2 yrs.	\$1,281	\$1,306	\$1,345
3 yrs.	\$1,320	\$1,346	\$1,386
4 yrs.	\$1,363	\$1,390	\$1,432
5 yrs.	\$1,387	\$1,414	\$1,457
6 yrs.	\$1,445	\$1,474	\$1,518
7 yrs.	\$1,484	\$1,514	\$1,559
8 yrs.	\$1,523	\$1,554	\$1,600

Group (L) - Producer/Director

	<u>Effective Feb. 1/97</u>	<u>Effective Feb. 1/98</u>	<u>Effective Feb. 1/99</u>
Start	\$1,276	\$1,302	\$1,341
1 yr.	\$1,335	\$1,361	\$1,402
2 yrs.	\$1,382	\$1,410	\$1,452
3 yrs.	\$1,432	\$1,461	\$1,505
4 yrs.	\$1,482	\$1,512	\$1,557
5 yrs.	\$1,530	\$1,560	\$1,607
6 yrs.	\$1,580	\$1,611	\$1,659

ARTICLE 19

TECHNOLOGICAL CHANGE

- 19.1 The provisions of this Article are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.
- 19.2 In this section “technological change” means:
- a) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than previously utilized by it in the operation of the work, undertaking or business; and,
 - b) A change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 19.3 The procedure for dealing with technological change that is likely to affect the terms, conditions and security of employment of a significant number of employees is as follows:
- 19.3.1 The Company will notify the Union of such a technological change at least one hundred and twenty (120) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:
- a) The nature of the technological change;
 - b) The date upon which the Company proposes to effect the change;
 - c) The approximate number and type of employees likely to be affected by the technological change;
 - d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- 19.4 Upon receipt of such notice by the Union, the parties shall arrange a meeting for the purpose of conducting discussions with the objective of reducing the adverse affects of the technological change(s) in respect of which notice has been given.

- 19.5 An employee who is displaced through technological change may:
- a) Seek to invoke any seniority job rights he/she holds pursuant to the Agreement:

and/or
 - b) Avail himself/herself of any training program offered by the employer which provides re-training for employees so affected ;

or
 - c) Accept severance pay as hereinafter provided.
- 19.6 Severance pay as contemplated by this Article shall be as provided for in Article 11.4.
- 19.7 The Company and the Union agree that sections 52, 54 and 55 of the Canada Labour Code, Part 1 do not apply to the parties during the term of this Agreement.

ARTICLE 20

DURATION OF AGREEMENT

20.1 This Agreement shall commence on the date of its execution as hereinafter stipulated and shall remain in force until January 31, 2000 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail or facsimile, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, the Agreement shall continue in full force, until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

20.2 **Conclusion**

The parties hereto agree that this Agreement is conclusive and that any matter not herein specifically dealt with shall not be the subject of negotiations prior to the expiration of the Agreement, unless mutually agreed.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by their duly authorized officers this _____ day of _____ 1996.

CANWEST MARITIME TELEVISION,
a division of Global Communications Limited
(in respect of MITV Employees at
Saint John, New Brunswick)

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA (CEP) - CLC

Rick Friesen

Ervan Cronk

Greg Campbell

Greg Janes

Andy Paterson

Michelle Parsons

Celese Ivey

Mark Rice

LETTER OF INTENT -1

November 25, 1996

Mr. Chuck Shewfelt
National Representative
Communications, Energy and Paperworkers
Union of Canada
6080 Young Street
Suite 313
Halifax, Nova Scotia
B3K 5L2

Dear Mr. Shewfelt:

This letter will outline CanWest Maritime Television's, a division of Global Communications Limited, intent as to administration of incomes relative to anniversary dates.

Anniversary dates as currently in place for any bargaining unit employee will not change.

However, when moving to a new employment function, an employee will follow the pattern established by that new function.

As an example, an ENG Operator moving to Sr. ENG Operator may have had an anniversary date of August 1st. However, if he/she now moves to the new function on July 1st, he/she would experience **an** anniversary adjustment only when he/she had been Sr. ENG Operator for one full year. His/her new anniversary date then would be July 1st. This is for your information.

Yours truly,

**CANWEST MARITIME TELEVISION,
(a division of Global Communications Limited)**

Rick Friesen
General Manager, *MITV*

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

PURPOSE

The purpose of this Supplementary Unemployment Benefit (SUB) plan is to supplement the Employment Insurance (UIC) benefits of employees to a maximum of 95% of the employee's regular weekly salary under certain conditions as specified in this plan.

1. WHO IS COVERED?

All full time Bargaining Unit employees of CanWest Maritime Television, a division of Global Communications Limited (the Company) employed in the Province of New Brunswick. The plan does not include part-time, temporary, or probationary employees.

2. QUALIFICATIONS FOR SUB PLAN PAYMENT

2.1 In order to qualify, employees must be off work due to:

- temporary layoff
- illness
- maternity or parental leave

Permanently laid off employees are excluded from the plan.

2.2 Employees do not have a right to SUB payments except for supplementation of UIC benefits for the unemployment period as specified in 2.1 herein.

2.3 Except as described in 2.6 below, the employees must be eligible for and in receipt of Unemployment Insurance (UIC) Benefits as a condition of receiving payments under this plan unless he/she is serving the Unemployment Insurance waiting period.

2.4 Qualified employees shall receive benefits under this plan while they are serving the UIC waiting period.

2.5 Permanent employees who are ill by UIC criteria, and qualify for LTD will receive SUB benefits to the maximum allowable level until his/her LTD payments commence.

2.6 Permanent employees who are ill by UIC criteria, but who do not qualify for LTD will receive SUB benefits to the maximum allowable level until UIC benefits cease.

2.7 Permanent employees who are ill by UIC criteria, but who do not qualify for UIC benefits because:

- they are serving the UIC waiting period
- they have exhausted their UIC benefits
- or they have insufficient insured weeks to qualify for UIC benefits

will be paid SUB benefits to a maximum of 95% of regular gross weekly salary, all subject to other applicable conditions set forth in this document.

3. AMOUNT OF BENEFIT

3.1 The benefit payable to qualified employees who are ill or on maternity or parental leave shall be:

- during the UIC waiting period, 95% of regular weekly salary exclusive of overtime, premium rates, or holiday pay. Normal earnings shall include regular overscale rates.
- during the period of benefits paid by UIC, an amount equal to the difference between the UIC weekly benefit rate and 95% of the employee's regular weekly salary.
- for employees subject to 2.6 above, 95% of the employee's regular weekly salary for the period of illness, to the maximum period of entitlement had they qualified for UIC (a maximum of fifteen weeks plus a two week waiting period) or the commencement of LTD, whichever is lesser.

3.2 The benefit payable to qualified employees who are temporarily laid off shall be:

- during the waiting period, 95% of the employee's regular weekly salary exclusive of overtime, premium rates, or holiday pay. Regular weekly salary shall include regular overscale rates.
- during the period of benefits paid by UIC, an amount equal to the difference between the UIC weekly benefit rate and 95% of the employee's regular weekly salary for the lesser of; six (6) months, until employed elsewhere, or until UIC benefits cease for any reason.

3.3 The employee's regular weekly salary and any eligible payments for overtime will not be reduced or increased by payments received under the plan.

3.4 In any week, the total amount of SUB payments and the weekly rate of UIC benefits will not exceed 95% of the employee's weekly earnings.

4. CLAIM PROCEDURES

4.1 Employees will notify the Company in writing that they intend to apply for benefits from the SUB plan.

4.2 The Company will indicate on the Record of Employment that the employee is covered by "S.U.B" in the "Comments" section.

4.3 The employee will indicate that a SUB plan is in effect on his/her application for UIC benefits.

4.4 Benefits shall be paid to the employees through the regular payroll system.

5. FINANCING OF PLAN

5.1 This plan shall be financed by the Company

6. VERIFICATION OF UIC BENEFITS

The Company will verify that employees are receiving UIC benefits by having employees submit copies of their UIC benefit stubs.

7. RECORDS

The Company will retain a copy of each employee's UIC benefit stub which verifies the employee is receiving UIC benefits. In addition, the Company will keep a record of the payroll register identifying the employee's payments from the Company during the term the employee received SUB plan benefits.

8. DURATION OF PLAN

This plan shall remain in effect for the term of the collective agreement as described in Article 20 of the Agreement.

9. NOTIFICATION TO HUMAN RESOURCES DEVELOPMENT CANADA, SUB PROGRAM

The Company will notify in writing the Human Resources Development Canada Sub Program thirty (30) days following the effective date of a change to the plan.

APPENDIX "A"

As per Article 7.3 of the Current Collective Agreement (enclosed), we, the Communications, Energy and Paperworkers of Canada (CEP) and CanWest Maritime Television, a division of Global Communications Limited - MITV, Saint John have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 98 _xx_xx.

This grievance concerns (brief description of the subject matter, i.e. discharge, discipline, application of seniority provisions, overtime claims, etc.).

Should you be willing to determine this matter, would you please confirm your availability by writing to:

Mr. Ervan Cronk,
Administrative Vice-president
Atlantic Region,
Communications, Energy and Paperworkers
Union of Canada,
1077 St. George Blvd.
Suite 440,
Moncton, N.B.
E1E 4C9

Mr. Rick Friesen,
General Manager,
CanWest Maritime Television,
a division of Global
Communications Limited,
14 Akerley Blvd.,
Dartmouth, Nova Scotia
B3B 1J3

APPENDIX "B"

The manual handling of materials shall be subject to the provisions of Section 84, Part IV (Paragraphs 72-76 inclusive) of The Canada Labour Code, reproduced here for information purposes, insofar as they are not amended or repealed:

72. Where, because of the weight, size, shape, toxicity or other characteristic of a material or object, the manual handling of that material or object may endanger the safety or health of an employee, the employer of any such employee shall ensure, to the extent that is reasonably practicable, that the material or object is not handled manually.
73. Every employer shall ensure that, where any of his/her employees is required to manually lift or carry loads in excess of twenty pounds the employee is instructed and trained in a safe method of lifting and carrying such load and in a work procedure appropriate to the conditions of the work and the employee's physical condition.
74. No employee shall manually lift or carry loads in excess of twenty pounds except in conformity with the method and work procedure referred to in Section 73.
75. Each method and work procedure adopted by an employer pursuant to Section 73 for the manual lifting and carrying of loads in excess of one hundred pounds shall be set out in writing and that record shall be readily available to any employee to whom it applies.
76. If the regional safety officer is of the opinion that a method or work procedure prescribed by an employer for the manual lifting and carrying of loads in excess of twenty pounds is not sufficiently safe, he/she may direct in writing that the employer modify that method or procedure.

APPENDIX "C"

EXCERPT

FROM

CANADA LABOUR CODE

FOR INFORMATIONAL PURPOSES ONLY

REASSIGNMENT, MATERNITY LEAVE AND PARENTAL LEAVE

Maternity-related Reassignment and Leave

Reassignment and job modification

Sec. 204. (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

Medical certificate

(2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

(1993, c. 42, s. 26.)

Employer's obligation

Sec. 205. (1) An employer to whom a request has been made under subsection 204(1) shall examine the request in consultation with the employee and, when reasonably practicable, shall modify the employee's job functions or reassign her.

Rights of employee

(2) An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer

(a) modifies her job functions or reassigns her, or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her,

and that pay shall for all purposes be deemed to be wages.

Onus of proof

(3) The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

Employee to be informed

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

Status of employee

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

Employee's right to leave

(6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

(1993, c. 42, s. 26.)

Entitlement to leave

Sec. 205.1 **An** employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

(1993, c. 42, s. 26.)

Employee's duty to inform employer

Sec. 205.2 An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

(1993, c. 42, s. 26.)

Maternity Leave

Entitlement to leave

Sec. 206. Every employee who

(a) has completed six consecutive months of continuous employment with an employer, and

(b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant

is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

(1993, c. 42, s. 26.)

Parental Leave

Entitlement to leave

Sec. 206.1 (1) Every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:

(a) subject to subsection (2), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks in the fifty-two week period

beginning on the day on which the child is born or the day on which the child comes into the employee's care: and

- (b) subject to subsection (2), 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, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care.

Aggregate leave

(2) The aggregate amount of leave of absence from employment that may be taken by two employees under this section in respect of the birth or adoption of any one child shall not exceed twenty-four weeks

(1993, c. 42, s. 26.)

General

Notification to employer

Sec. 207. (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall (1993, c. 42, s. 28(1).)

- (a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and
- (b) inform the employer in writing of the length of leave intended to be taken

Notice of change in length of leave

(2) Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given. (1993, c. 42, s. 28(2).)

(R.S.C. 1985 (1st Supp.), c. 9, s. 10; 1993, c. 42, s. 28.)

APPENDIX "D"

FOR INFORMATIONAL PURPOSES

CanWest Maritime Television

Group Policy Number: G0020000C

Class: CB - Active Employees

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Coverage Effective Date: August 29, 1994

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the Information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

How to Use Your Benefit Booklet



Designed with Your Needs in Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with **YOUR** needs in mind. It includes:

- a a detailed Table of Contents, allowing quick access to the information you are searching for,
- a Explanation of Common Insurance Terms, which provides a brief explanation of the insurance terms used throughout this Benefit Booklet,
- a a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions, on how to submit a claim.

**Your Benefit Booklet
Includes...**

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an Employee of CanWest Maritime Television Inc.. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

Important Note

Possession of this booklet alone does not mean that you or your dependents are insured. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

**Your Group Benefit
Card**

The Group Policy Number and your Certificate Number are also necessary for **ALL** correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group *Benefit Card is an important document. Please be sure to carry it with you at all times.*

Explanation of Common Insurance Terms



Earnings

your regular rate of pay from your employer (prior to deductions), excluding regular bonuses and overtime pay. Earnings may include other income as agreed to in writing by your employer and Manulife Financial.

Earnings

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Guaranteed Issue Limit (Non-Evidence Limit)

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

***Guaranteed Issue Limit
(Non-Evidence Limit)***

Qualifying Period

a period of continuous and total disability which you must complete in order to qualify for disability benefits.

Qualifying Period

Take Home Pay (Net Earnings)

your earnings, **less** deductions for federal and provincial income Tax, Unemployment Insurance, and the Canada or Quebec Pension plans.

***Take Home Pay (Net
Earnings)***

Waiting Period

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

Waiting Period

The Claims Process



How to Submit a Claim

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

After completing the appropriate form, mail your Extended Health Care and Dental claims directly to Manulife Financial.

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, Manulife Financial will send you a Claim Statement.

The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar benefits under another Plan (e.g., Group Life and Health Program, or other arrangements covering individuals in a group), Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (i.e., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the "Secondary Carrier" (i.e., responsible for making the payment to cover the remaining eligible expense).

- If the other Plan **does** not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan **does** provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.

How to Submit a Claim

Claim Payment

**Co-ordination of
Extended Health Care
and Dental Care
Benefits**

**Order of Benefit
Payment**

The Claims Process



- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

Who Qualifies for Coverage?



Termination of Insurance

Your Group Insurance will terminate on the earliest of:

***Termination of
Insurance***

- the date you cease to be an eligible employee,
- the date any required contribution is due but not paid,
- the date the Group Policy terminates, or
- the date you reach the Termination Age.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits



Waiver of Premium

If you become totally disabled while insured and prior to age 65 and remain **so** for the qualifying period of 6 months, your Life Insurance will continue without payment of premium.

*Employee Life
Insurance - Waiver of
Premium*

The premium for your Life Insurance will continue to be waived until your 65th birthday, provided you remain totally disabled and under the regular care of a physician.

Recurrent Disability

If you again become totally disabled from the same or related causes within 6 months of returning to work, you will be eligible for the waiver of premium benefit immediately. You will not be required to complete the qualifying period.

*Employee Life
Insurance - Recurrent
Disability*

Definition of Total Disability

Due to sickness or injury, you are unable to perform the regular duties of your own occupation, during the Qualifying Period and the next 36 months. After this period, total disability means you are unable to work at any occupation for which you are or may become qualified by training, education or experience.

*Employee Life
Insurance - Total
Disability*

Conversion Privilege

If your **Group** Benefits terminate, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. You must apply for the individual policy, and pay the first monthly premium within 31 days of the termination of your Employee Life Insurance. For information on the conversion privilege, please see your Plan Administrator.

*Employee Life
Insurance - Conversion
Privilege*

Employee Optional Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Employee Life Insurance Benefit.

*Employee Optional Life
Insurance*

The Benefit

Benefit Amount - increments of \$10,000 to a maximum of \$100,000

Guaranteed **Issue** Limit - All amounts are subject to Evidence of Insurability.

Termination Age - age 65 or retirement, whichever is earlier

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form (Form #GL0005E), available from your Plan Administrator.

For details on Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

*Employee Optional Life
Insurance - The Benefit*

Your Group Benefits



Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (see Employee Life Insurance..Waiver of Premium)

Dependent Life Insurance • Waiver of Premium

Conversion Privilege

If your spouse's life insurance terminates, he or she may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Application for the individual policy must be made, and the first monthly premium paid, within 31 days of the termination date. For information on the conversion privilege, please see your Plan Administrator.

Dependent Life Insurance • Conversion Privilege

Spouse Optional Life Insurance

If your spouse dies while insured, the amount of this benefit will be paid to you.

Spouse Optional Life Insurance

The Benefit

Benefit Amount - Spouse - increments of \$10,000 to a maximum of \$100,000
- Child - not applicable

Spouse Optional Life Insurance • The Benefit

Guaranteed Issue Limit - All amounts are subject to Evidence of Insurability.

Termination Age - employee's age 65 or retirement, whichever is earlier

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

To apply for Spouse Optional Life Insurance, your spouse must complete the Application for Optional Life form (Form #GL0005E), available from your Plan Administrator.

Submitting a Claim

To submit a Spouse Optional Life Insurance claim, you must complete the Life Claim form (Form #GL0016E) available from your Plan Administrator. Documents necessary to submit with the form are listed on the form. Upon completion of the form, attach the necessary documents and return the form to your Plan Administrator for mailing to Manulife Financial.

Spouse Optional Life Insurance • Submitting a Claim

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (see Employee Life Insurance..Waiver of Premium)

Spouse Optional Life Insurance • Waiver of Premium

Your Group Benefits



Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician, and
- incurred for the care of a person insured under this Group Benefit Program.

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time.

*Extended Health Care -
Covered Expenses*

Hospital Care

- charges, in excess of the hospital's public ward charge, for semi-private accommodation
- confinement in a convalescent care facility which starts within 14 days of discharge from a hospital, up to a maximum of 180 days per disability

*Extended Health Care -
Hospital Care*

Direct Drugs - Plan A

Your Prescription Drug coverage is administered by RX Plus. Details on the coverage are contained in your **RX Plus** brochure. If you have not received your brochure, please contact your Plan Administrator.

*Extended Health Care -
Direct Drugs - Plan A*

Charges for the following expenses are not covered:

- the administration of serums, vaccines, or injectable drugs

Vision Care

- eye exams, once per calendar year
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$200 per calendar year for dependent children under age 18 and \$200 during any 2 calendar years for all other Insured persons
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar years
- visual training, to a maximum of \$200 per lifetime

*Extended Health Care -
Vision Care*

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$500 per calendar year
- Osteopath - \$500 per calendar year
- Podiatrist - \$500 per calendar year
- Masseur or Masseuse - \$500 per calendar year

*Extended Health Care -
Professional Services*

Your Group Benefits



- the travel expenses of a Registered Nurse, who is not related to or living with the patient, if a Registered Nurse is required to accompany the insured person in the ambulance

Medical Equipment

- rental or, at Manulife Financial's option, purchase of a hospital bed, wheelchair, respiratory equipment, oxygen and oxygen equipment, and other durable medical equipment usually found in hospitals
- purchase of a transcutaneous electrical nerve stimulator (**TENS** machine), up to a maximum of \$300 every 5 calendar years

• *Medical Equipment*

purchase of diabetic equipment, including a glucometer, preci-jet or medjector, up to a maximum of \$700 every 5 calendar years

Non-Dental Prostheses and Supports

- artificial eyes, limbs and breast prostheses, and braces (excluding foot braces), trusses, collars, casts, splints, crutches, and quad canes. Repairs to these items are payable to a maximum of \$300 per calendar year.
- surgical stockings, up to a maximum of 4 pairs per calendar year
- surgical brassieres, up to a maximum of 4 per calendar year
- orthopaedic shoes and miscellaneous foot orthotics and appliances (including foot braces) which are made or altered to fit the person's specific medical needs, up to a maximum of:
\$300 per calendar year for dependent children under age 21 and
\$200 per calendar year for all other eligible persons
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of: \$600 per ear per 3 calendar years for dependent children under age 21 and
\$600 per 3 calendar years for all other eligible persons
- cost, installation, repair and maintenance of speech aids, to a maximum of \$500 per lifetime

• *Non-Dental
Prostheses and
Supports*

Other Supplies and Services

- ileostomy and colostomy supplies
- oxygen and diagnostic services
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

• *Other Supplies and
Services*

Out-of-Province/Out-of-Canada

- emergency medical treatment of a sickness or injury which occurs while temporarily out of Canada, provided the insured person who receives the treatment is also covered by the Provincial Health Care Plan during the absence

• *Out-of-Province/
Out-of-Canada*

Your Group Benefits



- a assistance in contacting local authorities for replacement of lost or stolen passports, visas, tickets, or other travel documents
- referral to a local legal advisor, and if necessary, arrangements for cash advances from credit cards, family or friends

Transportation, Meals and Accommodation Expenses

- return of dependent children to Canada if left unattended due to hospitalization of an insured person. If necessary, a qualified escort will accompany the children.
- costs to upgrade a return ticket to economy airfare for an insured person or travelling companion, if a pre-arranged, pre-paid return flight is missed due to the illness or injury of an insured person. Expenses incurred for meals and accommodation after the scheduled departure date are payable.
A travelling companion is someone whose transportation and accommodation were pre-paid at the same time as the insured person's.
- if an insured person is unable to travel for medical reasons following hospital discharge, expenses incurred for meals and accommodation after the scheduled date of departure are payable.
- round trip economy transportation for an immediate family member to visit an insured person who is travelling alone and has been hospitalized for longer than 7 days. Meals and accommodation for the family member are payable.

The overall maximum for transportation, meals and accommodation expenses is \$5,000 per medical emergency.

Other Expenses

- a return of an insured person's vehicle by a commercial agency to the insured person's residence or to the nearest appropriate rental agency, when required due to illness, injury or death of the insured person, up to a maximum of \$1,000.
- in the event of the death of an insured person, preparation and transportation costs to return the deceased to Canada, up to a maximum of \$5,000.

Claim Payment Services

Providers of medical services outside Canada (i.e., hospitals, physicians, etc.) may require immediate payment or advance deposits. If this occurs and the charge exceeds \$200, ManuAssist can assist in settling the bill.

If assistance is requested, the international travel assistance organization will arrange with the provider (hospital, physician, etc.) to send all bills directly to them for payment.

The insured person will have to sign an authorization form, allowing the travel assistance organization to seek reimbursement of the covered expenses from the applicable Provincial Health Care Plan and Manulife Financial.

Your Group Benefits



- services or supplies which would have been payable by the Provincial Health Care Plan if proper application had been made
- a medical treatment which is not usual or customary, or is experimental or investigational in nature

Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Dental Care

The Benefit

Deductible - Nil

Dental Care - The Benefit

Dental Fee Guide - Current Fee Guide for General Practitioners for your Province of Residence

Benefit Percentage (Co-insurance) -

80% for Plan A - Basic Services

70% for Plan B - Major Restorative Services

50% for Plan C - Orthodontic Services

Benefit Maximums

Unlimited for Plan A - Basic Services

\$1,000 per calendar year for Plan B - Major Restorative Services

\$1,500 per lifetime for Plan C - Orthodontic Services

Termination **Age** - you and your dependent's coverage continues when you retire

Waiting **Period**

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Covered Expenses

The following are covered expenses when they are incurred for the necessary dental care of an insured person.

Dental Care - Covered Expenses

Plan A - Basic Services

- complete oral exams
- one full mouth series of x-rays during any 12 consecutive months
- one panoramic x-ray during any 12 consecutive months

Dental Care - Plan A - Basic Services

Your Group Benefits



-the existing appliance is at least 60 months old; or

-the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:

- a natural tooth is extracted and the existing appliance cannot be made serviceable;

- the existing appliance is at least 60 months old; or

- the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation (replacement of dentures within the first 12 months of becoming insured for this covered expense is not covered)

Plan C - Orthodontic Services

- orthodontic services for you and your dependents.

*Dental Care - Plan C -
Orthodontic Services*

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

*Dental Care - Alternate
Treatment*

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$300, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

*Dental Care -
Pre-Determination of
Benefits*

Submitting a Claim

To submit a claim, you and your dentist must complete a Dental Claim form (Form #GL0011E), available from your Plan Administrator. Once the form has been completed, you can submit it directly to Manulife Financial.

*Dental Care -
Submitting a Claim*

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- self-inflicted injuries

*Dental Care -
Exclusions*

Your Group Benefits



- once benefits have become payable, a cost of living increase in your Canada or Quebec Pension Plan benefits will not affect the amount you are receiving under this benefit

Definition of Total Disability

Due to sickness or injury, you are unable to perform the regular duties of your own occupation during the Qualifying Period and the next 36 months. After this period, total disability means you are unable to work at any occupation for which you are or may become qualified by training, education or experience.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pay the cost of the benefit.

*Long Term Disability -
Tax Status*

As your employer pays all of the cost, disability benefits you receive will be taxable.

Payment of Benefits

Once you have completed the Qualifying Period for this benefit, your benefit payments will commence, provided:

*Long Term Disability -
Payment of Benefits*

- e you have submitted proof of disability to Manulife Financial not later than 90 days following the end of the Qualifying Period, and
- you are receiving from a physician, regular ongoing care and treatment appropriate for your disabling condition

Benefit payments are payable up to the Benefit Period provided under this Benefit.

Benefit payments will terminate prior to the end of the Benefit Period:

- if you do not provide Manulife Financial with satisfactory proof of your disability, or if you refuse to undergo a medical examination by a physician chosen by Manulife Financial
- if you do not participate in vocational rehabilitation (a retraining or job placement program) when it is considered appropriate by Manulife Financial and its medical advisors
- when you are no longer disabled
- when you reach the Termination Age for this Benefit
- in the event of your death

Re-employment Subsidy Benefit

If, after you qualify for disability benefits, you are unable to return to your previous job because of your disability, but you do return to alternate employment, Manulife Financial will subsidize your employer during the first 3 months of your employment.

*Long Term Disability -
Re-employment
Subsidy*

The amount of the subsidy benefit will be the lesser of:

- 50% of your first 3 months' earnings, or

Your Group Benefits



No Long Term Disability benefits will be payable during any period *in* which *you* are:

- not receiving from a physician, regular ongoing care and treatment appropriate for your disabling condition. Where there is a dispute over the appropriateness of the care and treatment, Manulife Financial has the right to refer you for an independent medical examination
- on lay-off during which you become disabled
- on leave of absence during which you become disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law (in some provinces, employers with a benefit plan are required to provide benefits to an employee during the health-related portion of her Maternity Leave of Absence)
- receiving Unemployment Insurance maternity or parental benefits
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, unless approved by Manulife Financial
- imprisoned

AGGREGATE LEAVE

(2) The aggregate amount of leave of absence from employment that may be taken by two employees under paragraph (1) (b) or (c) in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.

SCHEDULE "A"

YEAR #1

Employee	Lump Sum Payment
Kevin Babin	681.00
Peter Bauer	654.00
John Butler	654.00
Douglas Chown	654.00
David Crase	732.00
Lorne Daltrop	681.00
Pauline Doucette	600.00
Steven Fiander	654.00
Kevin Godwin	654.00
Paul Harpelle	731.00
Greg Janes	654.00
Ross Janes	802.00
Ronald Martin	732.00
Paul Martin	732.00
Paul McLaughlin	758.00
Ken Ogden	758.00
Michelle Parsons	600.00
Cortney Pasternak	600.00
Mark Rice	732.00
Paul Shonaman	654.00
Patricia Stephen	343.00
Jeffrey Stephen	654.00

YEAR #2

General 2% Increase

YEAR #3

General 3% Increase