

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")

## **TABLE OF CONTENTS**

<b>Article</b>		<b>Page</b>
1	INTENT	1
2	DEFINITIONS & EMPLOYEE CATEGORIES	2
3	MANAGEMENT RIGHTS	8
4	UNION RIGHTS	9
5	NON-DISCRIMINATION	12
6	STRIKES, LOCKOUTS & STRIKE-BREAKING	13
7	GRIEVANCE PROCEDURE	14
8	DISCIPLINARY ACTION	17
9	SENIORITY RIGHTS	18
10	AUTOMATION, TRAINING AND GRADE LEVELS	23
11	EMPLOYEE BENEFITS	24
12	TRAVELLING EXPENSES & PROVISIONS	29
13	HOLIDAYS & VACATIONS	32
14	GENERAL MATTERS	36
15	HOURS & SCHEDULING OF WORK	37
16	EXCESSIVE HOURS & SAFETY	44
17	MEALS & BREAK PERIODS	46
18	GENERAL WAGE PROVISIONS	48
19	TECHNOLOGICAL CHANGE	54

20	DURATION OF AGREEMENT	56
	SIGNATURE	57
	LETTER OF INTENT - 1	58
	SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN	
	LETTER OF INTENT - 2	59
	LETTER OF INTENT - 3	
	APPENDIX "A"	62
	APPENDIX "B"	63
	APPENDIX "C"	64
	APPENDIX "D"	67
	SCHEDULE "A"	69

## **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.

Amend Article 2.4 as follows:

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
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
Group K	- Photojournalist
Group L	- Production Editor

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.

## **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  
Jeff Bladon  
Peter Darby  
Ray Gorman  
Peter Zed

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 and delivered in person or by courier or fax to the residence of the Local Union President 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, 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 any time.
- 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. The employee shall give two (2) working days notice of his/her desire to have access to his/her records.
- 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 or to another location without his/her consent, and the employee will not be penalized for such refusal. Where the transfer is to another location necessitating a change in the employee's residence, the

employee will be given the option of accepting lay-off rather than transferring to that location.

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 laid-off by the Company within five years of the transfer, 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. The employee must notify the Company within 60 days of the last day of employment that he/she wishes to move, and the move must take place within 4 months of the last day of employment, or the Company will not be required to pay for the move.

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.

9.4.4.1 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.
- 9.4.5.1 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**

### **AUTOMATION, TRAINING AND GRADE LEVELS**

- 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, 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 and one-half (3 ½) 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 In the event an employee became bona fide ill during his/her vacation period, to the extent that he/she would not have been able to report to work had he/she been scheduled to do so, the Company in its sole discretion may pay sick leave to the employee in respect of those days of illness and credit the employee with unused vacation days. An employee who intends to request that the Company exercise its discretion shall do so in writing (providing particulars) on the day next immediately following his/her return to work.
- 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.

11.18 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".

11.2.1 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**

Subject to paragraph two (2) hereof, 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 this Agreement.

Any increase in premiums, which come into effect on or after February 1, 2001 will be paid by employees through payroll deduction. Due to taxation considerations, employees will pay the cost of Long Term Disability Coverage.

In consideration of employees absorbing increase in premiums as referenced in the proceeding paragraph the following percentages (%) increases have been added to the negotiated salary increases.

February 1, 2002	-	0.25%
February 1, 2003	-	0.25%

**NOTE:**

1. Average bargaining unit salary is approximately \$36,000.00 annually.
2. Average contribution of Company toward an employees benefits is \$1,350.00 annually (100% paid by Company).
3. Effective February 1, 2002 and February 1, 2003 assuming an increase in benefit costs of 5% annually, the same converts to a factor of 0.18% per year, for a total of 0.36% as a percentage (%) of salary.
4. In consideration of the foregoing 0.25% for each of the aforementioned 2 years has been added to the Salary Scales each year for a total of 0.5%

**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 agreed to thirty cents (\$.30) per kilometer with a minimum payment of \$5.00. 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.

125.2 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 diem amount for each twenty-four (24) hours to cover all their expenses excluding travel and accommodations. The twenty-four hours referred to in this Article means twenty-four (24) from the time the employee commences travel for an overnight assignment.

Effective date of signing	\$48.00
Effective February 1, 2003	\$50.00

When the last period of such an assignment requires less than a full twenty-four (24) hours, the employee shall receive a meal allowance as follows:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
Effective date of signing	\$9.00	\$11.00	\$19.00
Effective February 1, 2003	\$9.50	\$12.00	\$20.00

## 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 "eamed day off"	
Holiday Schedule work day - WORK	1 1/2 x basic Plus one "earned day off"	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 time 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.

- 133.1 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.
- 133.2 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.
- 133.3 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**

<b>Length of Employment at May 1st</b>	<b>Vacation Entitlement</b>	<b>Remuneration</b>
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.

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

13.4.2 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.

13.5 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 In the event the Company decides to employ News anchors within the bargaining unit, 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. There shall be no overtime penalties, premiums or any other costs resulting to the Company as a result of an approved change of shifts.

#### 15.5 **Change of Schedules**

Subject to paragraph two (2) hereof, 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.

In the case of News room personnel the notification shall be given no later than 2:00p.m. prior to the day in question. If such notification is not given, the employee will be credited with the original hours scheduled.

15.5.1 When an employee is on duty, the Company will be deemed to have given notice when such notice is posted. If the employee is on duty, but is off the Company's premises and not expected to return, the Company will notify the employee directly. If the notice is not posted, or if the Company has not notified the employee directly, as the case may be, the employee shall be credited with all hours originally scheduled. If the employee is off duty, the Company will notify the employee directly. If the Company has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled.

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**

<b>EXTENSION OF SHIFT</b>  - under 4 hrs (Art. 15.6.1) - over 4 hrs (Art. 15.7.1)	1 ½ x basic (no minimum) 2 x basic
<b>RECALL</b>  - under 4 hrs (Art. 15.6.2) - over 4 hrs (Art. 15.7.1)	1 hr. travel time at basic rate 1 ½ x basic (min. cred. = 4 hrs) 2 x basic
<b>CALLBACK</b>  - under 4 hrs (Art. 15.6.3) - over 4 hrs (Art. 15.7.1)	1 ½ x basic (min. cred. = 4 hrs.) 2x basic on regularly scheduled days
<b>CALL-IN</b>  - under 4 hrs (Art. 15.6.4) - over 4 hrs (Art. 15.7.1)	1 ½ x basic (min. cred. = 2 hrs.) 2 x basic

#### 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 Except where the continuity of work ought to be maintained to be continued by the employee(s) initially assigned, if an employee(s) 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(s) accepts the assignment, the Company may assign the work to the least senior qualified employee(s).

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 in-capabilities 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. Regular place of work for newsroom personnel shall be within 80 km. of their normal office location.

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.

18.7 Classifications

1. Add the position of Production Editor to group L of the wage scales.
2. Effective date of ratification Peter Bauer will be assigned to Group L Year 4.

18.7 Salaries

1. Wage scale increases shall be as follows:

Period #1 February 1, 2004 to January 31, 2005.

- Increase salary scales by an amount of 2.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 2.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary.

Period #2 February 1, 2005 to January 31, 2006.

- Increase salary scales by an amount of 1.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary.

Period #3 February 1, 2006 to October 31, 2006.

- Increase salary scales by an amount of 1.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary

1. The position of Production Editor shall be assigned to Group L of the wage scales.
2. There is one only employee who is to be assigned to Group L, namely Peter Bauer. The said assignment shall be to Group L / 4 – years and shall be effective on the date of ratification.

## Wage Scales

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

	<b>Effective Feb. 1/04</b>	<b>Effective Feb. 1/05</b>	<b>Effective Nov. 1/06</b>
	<b><u>2.5%</u></b>	<b><u>1.5%</u></b>	<b><u>1.5%</u></b>
Start	\$19,557	19,850	20,148
6 mos.	\$20,664	20,974	21,289
1 yr.	\$22,189	22,522	22,860
2 yrs.	\$22,878	23,221	23,569
3 yrs.	\$23,739	24,095	24,457
4 yrs.	\$24,551	24,919	25,293
5 yrs.	\$25,166	25,543	25,927

Group (F1) - Secretary

	<b>Effective Feb. 1/04</b>	<b>Effective Feb. 1/05</b>	<b>Effective Nov. 1/06</b>
	<b><u>2.5%</u></b>	<b><u>1.5%</u></b>	<b><u>1.5%</u></b>
Start	\$24,059	24,420	24,786
6 mos.	\$24,846	25,219	25,597
1 yr.	\$25,953	26,342	26,737
2 yrs.	\$27,060	27,466	27,878
3 yrs.	\$28,733	29,164	29,601
4 yrs.	\$29,422	29,863	30,311
5 yrs.	\$30,529	30,987	31,451
6 yrs.	\$32,423	32,909	33,403
7 yrs.	\$33,923	34,432	34,949

GROUP (G) - ENG Operator, Operator - TV, EFP Operator, Newsperson

	<b>Effective Feb. 1/04 <u>2.5%</u></b>	<b>Effective Feb. 1/05 <u>1.5%</u></b>	<b>Effective Nov. 1/06 <u>1.5%</u></b>
Start	\$27,503	27,916	28,334
6 mos.	\$28,364	28,789	29,221
1 yr.	\$29,717	30,163	30,615
2 yrs.	\$30,971	31,436	31,907
3 yrs.	\$32,792	33,284	33,783
4 yrs.	\$33,604	34,108	34,620
5 yrs.	\$34,883	35,406	35,937
6 yrs.	\$36,998	37,553	38,116
7 yrs.	\$38,794	39,376	39,967

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

	<b>Effective Feb. 1/04 <u>2.5%</u></b>	<b>Effective Feb. 1/05 <u>1.5%</u></b>	<b>Effective Nov. 1/06 <u>1.5%</u></b>
Start	\$28,364	28,789	29,221
6 mos.	\$29,225	29,663	30,108
1 yr.	\$30,160	30,612	31,072
2 yrs.	\$31,832	32,309	32,794
3 yrs.	\$33,530	34,033	34,543
4 yrs.	\$35,399	35,930	36,469
5 yrs.	\$37,048	37,604	38,168
6 yrs.	\$38,794	39,376	39,967
7 yrs.	\$40,393	40,999	41,614



Group (J) - Senior ENG Operator

	<b>Effective Feb. 1/04 <u>2.5%</u></b>	<b>Effective Feb. 1/05 <u>1.5%</u></b>	<b>Effective Nov. 1/06 <u>1.5%</u></b>
Start	\$30,529	30,987	31,452
6 mos.	\$32,423	32,909	33,403
1 yr.	\$33,185	33,683	34,188
2 yrs.	\$34,292	34,806	35,328
3 yrs.	\$36,334	36,879	37,432
4 yrs.	\$37,687	38,252	38,826
5 yrs.	\$40,098	40,699	41,310
6 yrs.	\$41,549	42,172	42,805

Group (K) - Photojournalist, Sr. Newsperson

	<b>Effective Feb. 1/04 <u>2.5%</u></b>	<b>Effective Feb. 1/05 <u>1.5%</u></b>	<b>Effective Nov. 1/06 <u>1.5%</u></b>
Start	\$33,284	33,783	34,290
1 yr.	\$34,834	35,357	35,887
2 yrs.	\$36,433	36,979	37,534
3 yrs.	\$37,540	38,103	38,675
4 yrs.	\$38,794	39,376	39,967
5 yrs.	\$39,458	40,050	40,651
6 yrs.	\$41,107	41,724	42,349
7 yrs.	\$42,238	42,872	43,515
8 yrs.	\$43,345	43,995	44,655

Group (L) - Producer/Director, Technician, Production Editor

	<b>Effective Feb. 1/04 <u>2.5%</u></b>	<b>Effective Feb. 1/05 <u>1.5%</u></b>	<b>Effective Nov. 1/06 <u>1.5%</u></b>
Start	\$36,334	36,879	37,432
1 yr.	\$37,982	38,552	39,130
2 yrs.	\$39,335	39,925	40,524
3 yrs.	\$40,762	41,373	41,994
4 yrs.	\$42,164	42,796	43,438
5 yrs.	\$43,517	44,170	44,832
6 yrs.	\$44,944	45,618	46,302
7 yrs.	\$46,961	47,665	48,380
8 yrs.	\$49,077	49,813	50,560

## **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**

### **20.1 Duration of Agreement**

This Agreement shall commence on the date of its execution as hereinafter stipulated and shall remain in force until October 31, 2006, and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail or facsimile, not more than one hundred and twenty (120) 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 \_\_\_\_\_ 2004.

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

\_\_\_\_\_  
Barry Saunders

\_\_\_\_\_  
Barney Dobbins

\_\_\_\_\_  
Bill Albert

\_\_\_\_\_  
Mark Rice

\_\_\_\_\_  
Gene Boles

\_\_\_\_\_  
Greg Janes

\_\_\_\_\_  
Kevin Babin

\_\_\_\_\_  
Lorne Daltrop

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*



## **LETTER OF INTENT - 2**

November 15, 1995

### **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.

Letter of Intent – 3

June 13, 2000

**DELIVERED BY HAND**

Mr. Ervan Cronk  
Administrative Vice-President  
Communications, Energy and  
Paperworkers Union of Canada  
1077 Boul St. George  
Suite 440  
Moncton, New Brunswick  
E1E 4C9

**AND**

**Mark Rice, Lorne Daltrop and Greg Janes**

Members of Union's Negotiating Committee  
Global, Saint John

Gentlemen:

**RE: Global Atlantic Group Registered Retired Savings Plan**

This will confirm our undertaking to the Union's Negotiating Committee given by the Company on June 13, 2000 relative to the Union's request, that a Group Registered Retirement Savings Plan be made available for participation by Global Atlantic employees. Subject to the comments we made in this letter, the Company is prepared to implement such a plan.

The Plan will be known as the Global Atlantic Registered Retirement Savings Plan and subject to any regulatory considerations will be implemented on February 1, 2001.

.../2

The Plan will be generally modeled after the Global Group Registered Retirement Savings Plan, presently in effect, with any amendments as may be required or are necessary before the implementation date and thereafter.

Contributions to the Plan will be solely employee contributions with regular contributions made by way of payroll deduction.

Yours very truly,

**GLOBAL COMMUNICATIONS LIMITED**

Rick Friesen  
General Manager  
Maritime Operations

RF:csc

## 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. Barry Saunders  
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 modifications**

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 fetus 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, where 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.

an 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)

### **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 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 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)

