

THIS AGREEMENT MADE  
this 21<sup>st</sup> day of December, 1999

BETWEEN:

CTV TELEVISION INC. (CIC) - TV AND CKNC-TV), SUDBURY  
(hereinafter called the "Company")

-AND-

OF THE FIRST PART;

INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES  
LOCAL 667  
(hereinafter called the "Union")

OF THE SECOND PART.

Effective from: September 1, 1999  
To: August 31, 2001



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**ARTICLE 1.00 - GENERAL PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and their Union and to provide an amicable method of settling any differences or grievances which may arise.

**ARTICLE 2.00 - RECOGNITION**

- 2.01 This Agreement is made between CTV Television Inc. (CICI - TV and CKNC - TV, Sudbury), a company hereinafter known as the Company, and the International Alliance of Theatrical and Stage Employees, M.P.M.O., Local 667, hereinafter known as the Union. The Company recognizes IATSE Local 667 as the sole and exclusive collective bargaining agent for all of its employees of CTV Television Inc. (CICI - TV and CKNC - TV, Sudbury) working at 699 Froot Road, Sudbury save and except, president, vice-president, all secretaries engaged in or having access to confidential or management, labour functions or information, general manager, manager of accounting, manager of human resources, director regulatory affairs, manager of operations, director of engineering, manager of program/production, news director, assistant traffic manager, administrative assistant to president, traffic manager, general sales manager, manager co-op, sales representatives, promotion director, accounts receivable manager, manager information systems, systems analysts, payroll administrator, payroll manager, payroll accountant, computer operator, director commercial production, director local programming, manager technical services, manager creative services, marketing director and assistant marketing director and all others excluded by the Canada Labour Code.

**ARTICLE 3.00 - NO OTHER AGREEMENTS**

- 3.01 No employee shall be required or permitted to make a written or verbal agreement with the Company or his/her representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 4.00 - NO DISCRIMINATION**

- 4.01 The Company and the Union agree there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practised with respect to any of the employees by reason of membership or activity in a Union, race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place of origin, sexual orientation, political affiliation or activity, family relationship or physical handicap.

4.02 Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

4.03 Sexual Harassment

There shall be no sexual discrimination of any employee in accordance with the Canada Labour Code as amended from time to time.

**ARTICLE 5.00 - HEALTH AND SAFETY**

5.01 There shall be the establishment of a health and safety committee as detailed by the Canada Labour Code as amended from time to time.

5.02 The provisions of Part II of the Canada Labour Code as amended from time to time shall be deemed to be incorporated herein.

5.03 A copy of Part II of the Canada Labour Code shall be posted on both bulletin boards.

5.04 In a potentially hazardous situation, no reasonable requests for assistance will be denied.

(a) The company agrees that adequate safety barriers will be employed in all company vehicles between employees and baggage/equipment when travelling.

(b) An employee who is approaching excessive hours of overtime while on out-of-town assignments may acquire suitable overnight accommodation subsequent to discussion with his/her immediate supervisor or upper management.

5.05 Maintenance technicians will be required to obtain and maintain CPR certification at the Company's expense. Their time spent obtaining and maintaining CPR certification shall be considered as time worked. Such training will be made available to other employees at the Company's discretion.

5.06 The minutes of Health and Safety Committee meetings shall be posted on the notice boards following each meeting.

**ARTICLE 6.00 - UNION SECURITY**

6.01 Check-Off of Union Dues

The Company agrees that it shall make payroll deductions for Union dues from all employees in the certified bargaining unit.

6.02 Amount of Dues

The Union shall advise the Company, in writing, the amount of Union dues to be deducted, and of any changes in the dues structure made from time to time.

The Union to notify the Company 30 days in advance of any of these changes coming into effect.

6.03 Indemnification

It is understood and agreed that the Union will save the Company harmless from any and all claims which may arise against it by any Employee, or on behalf of any Employee, for amounts deducted from wages as provided in this Article.

6.04 Remittance to Union

All Union dues deducted from employees shall be remitted to the Local's Secretary-Treasurer within two (2) weeks of every second pay period.

6.05 Dues Receipts

At the time that Income Tax (T-4) slips are made available, the Company shall type on the amount of Union dues paid by each Union member in the previous year.

6.06 Union Information

The Company shall supply the local unit chairperson with a list of the following information on January 1st and July 1st of each year. For all employees in the bargaining unit:

- a) name, address;
- b) date of hire;
- c) seniority date;
- d) job classification to which the employee is assigned;
- e) salary or rate of pay.
- f) anniversary date

6.07 The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce the employee to the chief union steward or to the steward for their respective department.

6.08 New Hiring

All new employees shall be provided with a copy of the Employee Benefits Plan, as well as a copy of the Collective Agreement to be supplied by the Union.

The company shall continue its present practice to provide to all new employees with a written statement from the Company clearly indicating his /her rate of pay, start date and job classification.

6.09 Transfers/Promotions/Demotions

All employees shall receive a written statement from the Company in the event of a permanent transfer, promotion or demotion, clearly indicating his/her rate of pay, start date and job classification.

6.10 Notice To The Union

The Company shall provide the Local Unit Chair Person with a copy of the following:

- a) All job postings, at the time of posting;
- b) Notice of suspension, or any other disciplinary action placed on an employee's file within the bargaining unit.
- c) Notice of any employee being discharged, laid off, or terminating employment;
- d) Copy of all notices affecting Bargaining Unit members at the time of posting;
- e) Notice of Probationary Periods completed.
- f) Union information lists and seniority lists.
- g) Notice of leaves of absence granted
- h) All written statements provided to all employees at time position is awarded with respect to all new hirings, transfers, promotions and demotions.

6.11 Notice Boards

- a) The Company agrees to the posting by the Union, on notice boards, announcements regarding: elections, meetings, and the internal affairs of the Union. A copy of all such notices shall be forwarded to the General Manager at the time of posting.
- b) The Company agrees to furnish 2 notice boards exclusively for the posting of Union notices.
- c) The Company agrees to provide space wherein the Union may locate a filing cabinet.
- d) It is agreed that the Union will save the company harmless from any or all claims arising from office Union postings.



6.12 Leave of Absences for Union Functions

Leave of absence without pay and without **loss** of seniority or benefits may be granted, upon request by the Union, for employees elected or selected to represent the Union at Union Conventions, conferences, and/or schools, and at functions of any labour organization with which the Union is affiliated. Provided reasonable notice is received, permission for such leave will not be unreasonable withheld.

Such leave not to exceed seven (7) working days per employee in one (1) year. The duly elected President or group Vice-president, or Local Unit Chair Person shall be exempted from the seven (7) working day restrictions for the performance of his/her union duties.

For the purpose of this article there shall be a ceiling of an aggregate total for all employees of twenty-five (25) days leave for union functions in each calendar year. Additional time off for the purpose of conducting union business may be granted by the Company subject to operational requirements.

6.13 Union Officers and Committee Members

Union officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including investigation and processing of grievances and attendance at meetings with the Company. Permission to leave work during working hours for such purposes, shall first be obtained from the immediate supervisor or other member of senior management. Such permission shall not be unreasonably withheld. All time spent performing such functions and union duties, including work performed on various Management/Union committees, shall be paid as time worked at the regular hourly rate as defined by this Collective Agreement.

6.14 Union Negotiation Committee

- a) A Union Negotiating Committee shall be elected and consist of not more than four members of the Union. The Union will advise the Company of the Union Members on the committee and any changes to the composition of the committee from time to time.
- b) Upon request by the Union, the Company agrees to release without loss of seniority or other benefits, up to four employees to attend contract negotiations sessions. Time off to attend these sessions shall not be viewed as a Leave of Absence for Union Functions and shall not be treated as such.
- c) The Union will reimburse the Company for the wages paid to Union Negotiating Committee Members for the purpose of conducting negotiations.

6.15 Union Representation

The Company acknowledges the right of the Union to elect or otherwise select the following:

- a) One (1) steward from each department with 4 or more employees or a combination of departments whose total employees is 4 or greater.
- b) The Union will advise the Company of these appointments and or any changes thereto within a reasonable time

6.16 Representation

Subject only to the provisions of this Agreement, the Company shall not bargain with or enter any other agreement with any employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

6.17 Labour Management Committee

The Company and Union jointly recognize a Labour Management Committee consisting of two (2) management and two (2) union representatives including senior station management and senior local union officials. The committee is to meet not less than once every month or as otherwise agreed between the parties, for the purpose of advising and consulting on matters impacting on the organization of the station.

**ARTICLE 7.00** **MANAGEMENT RIGHTS**

7.01 The Union recognizes that the management of the Company and the direction of the working forces are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by the express provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, direct, promote, transfer, layoff, recall, after layoff and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, work assignments, methods of performing the work and the working establishment;
- (d) determine and control all programs, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgement and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this Agreement.

7.02 It is agreed that the Company may exercise any of the rights, powers, functions or authorities which the Company had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged, modified or negated by this Agreement and only to the extent by which such rights, powers, functions or authorities are so abridged, modified or negated by this Agreement.

**ARTICLE 8.00      GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 The grievance procedure herein defined is among the most important matters in the successful administration of this Agreement. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the Arbitration Procedure.
- 8.02 Whenever this procedure is used, the differences in question shall be discussed in a fair and reasonable manner and shall be dealt with in good faith.
- All time limits referred to in the Grievance Procedure herein contained shall be deemed to mean "working days". Working days are defined as from Monday to Friday, excluding Statutory Holidays, and not to be construed to mean griever's working days.
- 8.03 The time limits set out in both the grievance procedure and arbitration procedure shall be strictly observed by the parties to this Agreement, but may be extended by mutual consent.
- 8.04 All grievances must be in writing, setting out the matter complained of, the provisions of the Collective Agreement allegedly broken, the remedy sought, and signed by the griever and the Chief Stewart or the Unit Chair Person of the Union. A copy shall be sent to the respective manager and the General Manager or his/her designate.
- 8.05 A specific complaint or grievance by an employee which has been settled shall not again be made the subject matter of a complaint or grievance by that employee during the lifetime of the Agreement.
- 8.06 A griever whose attendance is required at Grievance Proceedings shall receive permission with pay to be absent from work if working. The Union must make such request in writing as soon as practicable and in any event not less than 48 hours prior to the required attendance.
- 8.07 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance.
- 8.08 **STEP I**
- The aggrieved employee shall present his/her grievance, in writing, and shall have the Union representative of his/her choice present if the employee desires. The grievance shall be submitted to the respective manager. If a settlement satisfactory to the employee and Union is not received by the employee in writing within seven (7) working days following the presentation of the grievance, the grievance may be presented as follows at any time within seven (7) working days following the receipt of the Step I written reply.
- STEP II**
- The aggrieved employee may present his/her grievance to the General Manager of T.V. or his/her designate and shall have the Union Representative of his/her choice present if the employee desires. The General Manager of T.V. or his/her designate shall render the decision in writing, within seven (7) working days after receipt of such written grievance. If a settlement satisfactory to the Union is not received in writing by the employee, the Union,

may at any time within twenty (20) working days following receipt of the decision of the General Manager of T.V., submit the matter to arbitration.

8.09

The submission to arbitration shall be by way of notice and the notice to arbitrate shall contain name and address of the moving party's nominees to the Board, and shall also contain a copy of the original grievance. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

8.10

Where a grievance is referred to arbitration, the following procedure is to apply:

- (a) Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (b) The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board.
- (c) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Federal Minister of Labour upon request of either party.
- (d) The Arbitration Board is to be governed by the following provisions:
  - (1) The Arbitration Board shall hear the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.
  - (2) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
  - (3) Each of the parties shall pay one-half (1/2) remuneration and expenses of the Chairman of the Board.
  - (4) The Board shall not have the power to alter or amend any of the provisions of this Agreement.
  - (5) The Arbitration Board shall have access to the Company's premises, to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
  - (6) The Board shall have jurisdiction to determine whether a grievance is arbitrable.
  - (7) No grievance shall be defeated or denied by any formal or technical objection. The Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable. The Board shall not have the power to change, modify or amend the provisions of the Agreement

- 8.11 Either party to the Agreement may request the other to have a grievance presented to a sole arbitrator rather than a Board of Arbitration. In the event the other party agrees, the provisions of Article 8.00 shall be so read to substitute the term "arbitrator" for "Board and the provisions for the selection of the two (2) appointees to the Board shall not apply.

**ARTICLE 9.00 UNION POLICY GRIEVANCE AND COMPANY GRIEVANCE**

- 9.01 A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) working days as defined in article 8.02 from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held at Step III of the Grievance Procedure. The Company or the Union agrees to reply to the grievance, in writing, within five (5) working days after said meeting. Where the Union files with the Company a grievance under this Article it shall be signed by an officer of the Local Union.
- 9.02 In the event that the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this Agreement.
- 9.03 The provisions of the aforementioned paragraphs may not be used by the Union to institute a grievance directly affecting the employee or employees where such employee or employees could themselves institute a grievance on their own behalf in the normal fashion under this Agreement.

**ARTICLE 10.00 DISCHARGE CASES**

- 10.01 A claim by a seniority employee that he/she has been discharged or suspended without just cause, shall be treated as a grievance and shall commence at Step II of Article 8.00, provided a written grievance is signed by the employee and is presented to the General Manager or his/her designate in accordance with all other provisions in this agreement following the action giving rise to the grievance.
- 10.02 All seniority employees being discharged shall receive a written statement from the Company clearly stating the reasons and a copy of this statement shall at once be forwarded to the Unit Chair Person.

**ARTICLE 11.00 TECHNOLOGICAL CHANGE**

- 11.01 The Technological Change provisions of Part I of the Canada Labour Code, section 51-55 inclusive, as amended from time to time, shall be deemed to be incorporated herein;  
A copy of the said sections 51-55 inclusive shall be posted on both notice boards.
- 11.02 Prior to implementing technological change, the Company agrees to consult with the Union regarding the nature and extent of the change, the planned timing, and the anticipated effects the change will have on staff and operations.

**ARTICLE 12.00 NO STRIKES OR LOCKOUTS**

- 12.01 There shall be no strikes by the Union nor lockouts by the Company so long as this Agreement continues to operate.
- 12.02 The word "strike" shall be defined as including a cessation of work, refusal to work or to continue to work by employees, in combination or in concert or in accordance with a common understanding, or a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.
- 12.03 The word "lockout" shall be defined as including the closing of a place of employment, a suspension of work by a Company or a refusal by a Company to continue to employ a number of its employees, done to compel its employees, or to aid another Company to compel its employees, to agree to terms or conditions of employment.
- 12.04 The Company shall not require any bargaining unit employee perform the duties of any other person who is engaged in a lawful strike, or to originate a program or programmes expressly for the purpose of strike breaking.

**ARTICLE 13.00 CROSSING OF PICKET LINES DURING STRIKE**

- 13.01 An employee covered by this agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect, where he/she has good reason to believe that such crossing may endanger him/her or his/her property or another person or their property, in which case he/she will, if required by the Company, furnish a signed written statement to such effect. Failure to cross a picket line for such reasons shall not be considered a violation of the agreement, nor shall it be grounds for disciplinary action under such circumstances.

**ARTICLE 14.00 SENIORITY**

- 14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Company at the Sudbury location only, prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.
- 14.02 Seniority List
- The Company shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, seniority shall be in accordance with the date of the application for employment. An up-to-date seniority list shall be posted on both notice boards on January 1st and July 1st of each year and shall remain posted at all times.

## 14.03

Loss of Seniority

Seniority rights and employee benefits will cease for any of the following reasons, and the employee shall be deemed terminated:

- a) if the employee voluntarily quits;
- b) if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c) if the employee is absent from work for two (2) working days without securing a leave of absence, unless reason satisfactory to the Company is supplied;
- d) if an employee has been on layoff and fails to respond to a recall notice by registered mail to his/her last known mailing address with the Company, within seven (7) working days, indicating his/her intent to return and does not return within an additional seven (7) working days after receipt of such notice unless reason satisfactory to the Company is supplied;
- e) if an employee is on layoff for twelve (12) consecutive months;
- f) an employee's seniority will not be terminated when remaining away from work because of sickness or disability, provided the employee notifies the Company within two (2) working days. The employee, returning from sick or disability leave, after two (2) working days absence, must, if required by the Company, present a letter from his/her physician stating that the employee is fully recovered and able to perform the duties of his/her job. Any physician's costs incurred in obtaining a physician's statement will be borne by the Company.
- g) In the event an employee with more than one (1) year of seniority is laid off, granted leave of absence, or transferred to a position within the Company not covered by this Agreement:
  - 1) Continuity of service for the purpose of seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year or,
  - 2) If he/she returns to the status of an employee after one year has elapsed, his/her seniority upon his/her return shall be that which he/she had on the effective date of such layoff or transfer.
- h) For the purpose of determining Seniority as it applies to the Company Pension Plan and vacation entitlement only, seniority shall be determined based on length of service from the start date with the employer.

## 14.04

Probation for Newly Hired Employees

All newly hired full time employees shall be on probation for the first five hundred and twenty (520) hours worked.

All employees shall receive a written notice upon successful completion of his/her probationary period.

It is expressly understood and agreed that a probationary employee does not have access to the discharge provisions of this Collective Agreement.

- 14.05 Part-time, term or temporary work performed for the Company shall be given full credit in the event of such individual being hired full-time but this shall not cut the trial period after full-time hiring to less than (520) hours worked.

**ARTICLE 15.00 LAYOFF AND RECALLS**

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

- 15.02 Where an employee is to be laid off from a job, such layoffs shall proceed in inverse order of Union seniority from within those job classifications affected (said job classifications are listed in article 34.03). Any employee who has been given notice of layoff can displace (bump) any other full-time employee in the bargaining unit with less seniority provided the employee has the qualifications and abilities to perform the job at a comparable level to the employee being displaced, as determined by the Company. A suitable familiarization and trial period, determined by the Company, will be allowed if required. Only when an employee has exhausted their bumping rights with respect to full-time position may the employee then move into the part-time pool. Notwithstanding, article 15.04, an employee who moves into the part-time pool shall adopt the wages and working conditions of other part-time employees.

- 15.03 The Company shall provide the Union with four (4) weeks written notice of any layoff. Such notice shall be considered inclusive of any notice required by statute.

An employee laid off and deemed terminated pursuant to any statute, will receive severance pay equal to ten (10) days pay for each year of continuous service, pro-rated to the nearest month to a maximum of fifty-two (52) weeks' salary. The above-noted severance payments shall be deemed to include any severance required pursuant to any statute.

- 15.04 An employee who has reverted, as the result of a layoff, to a lower job classification and whose salary at the time is higher than the maximum of the group to which he/she reverted, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job classification reaches the employee's salary and then such employee will proceed with the established grid system.

15.05 Recall Procedure

- a) All Employees shall be recalled to permanent, full-time vacancies within twelve (12) months of said layoff. They shall be recalled in the reverse order of their lay off providing the employee has the skill, competence and ability, as determined by the Company to perform the work of the more senior employee. While on recall, employees will be offered term employment if they possess the necessary skill, competence and ability, as determined by



the Company. However, their recall rights to a permanent full-time vacancy within twelve (12) months of layoff remain unaffected. It is understood that there will be no further bumping activities or layoff notices when an employee accepts a term position.

- b) An employee who was laid off and bumped to a lesser job classification will retain recall rights to his/her former laid off position, should a vacancy occur within twelve (12) months from the layoff notification date, provided the employee has not had a break in continuous service as defined in Article 14.03.

15.06

No New Employees

New employees shall not be hired until those on layoff have been given an opportunity of recall. The employee must take the recall or his/her employment will be terminated.

**ARTICLE 16.00** TEMPORARY VACANCIES

Temporary vacancies shall be defined to be any temporary assignment not exceeding twenty-five (25) consecutive working days.

16.01

- (a) Temporary vacancies are to be filled from within the bargaining unit when bargaining unit employees are qualified to perform the work and are assigned to such temporary assignments. An employee may, in mitigating circumstances, request to be relieved from such assignment if such assignment requires additional workload.
- (b) When filling temporary vacancies within the bargaining unit, the transferred employee shall receive his/her same rate of pay and will be paid in accordance with Article 32.07 (a), if applicable.
- (c) Employees filling vacancies under the provisions of Article 16 whom are employees of CTV Television Inc. (CICI-TV & CKNC-TV) but not members of the bargaining unit, shall not be subject to the provisions of the Labour Agreement nor will they be required to pay Union dues.

16.02

No employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent. Where an employee covered by this Agreement is temporarily transferred or temporarily promoted to a position outside the bargaining unit, he/she shall be deemed to be covered by this Collective Agreement. The provisions for rates of pay that apply in Article 16.01 shall also apply to any employee temporarily transferred to a position outside of the bargaining unit, except in cases mutually agreed upon by the parties.

16.03

Term employment shall be defined to be any temporary assignment that shall not normally exceed two (2) months as outlined in Article 18.01 with respect to Leave of Absence; or shall not exceed six (6) months as outlined in Article 18.02 with respect to maternity leaves. In the case of a newly hired employee, such employment shall be terminated at the conclusion of the specified term without access to the discharge provisions of the Collective Agreement on the part of such employee. In the case of a part-time employee, at the conclusion of the term, he/she shall revert to his/her former position without **loss** of seniority.

All employees being hired on a term employment shall receive a written statement from the Company clearly stating the term of the employment, the job classification and the wages. A copy of this statement shall be forwarded to the Unit Chairperson.

**ARTICLE 17.00 VACANCIES**

17.01

When a new position is created, or when a vacancy of more than 25 working days occurs inside the bargaining unit, the Company shall post notice of the position on all notice boards for minimum of one (1) week **so** that all members will know about the vacancy or new position. All postings shall contain the information outlined in article 17.03.

Employees off sick or on vacation during the posting period, shall have the right to apply late, provided that such application is received prior to the successful applicant being selected.

When the Company creates a new position within the Bargaining Unit prior to posting, the Company shall first advise the Union in writing of their intentions, clearly stating the proposed position:

- a) Job Title
- b) Duties and responsibilities to be performed
- c) Effects that may be felt and possible changes to other related jobs
- d) Reasons to effect such change
- e) Proposed salary grid classification

The Company agrees to allow the Union seven (7) working days to investigate the possible effects and to file a written response. The Company agrees to meet with the Union to discuss the details of the new position. The posting for this job will indicate this is a "Newly Created Bargaining Unit Position".

17.02

Information in Postings

All postings shall contain the following information:

- a) Job Classification
- b) Position Title if different from a)
- c) The required knowledge, qualifications, education and other skills
- d) Hours of Work including shift work
- e) Salary Range
- f) Date of Posting
- g) Department and person to whom applications should be directed
- h) Bargaining Unit or Non-Bargaining Unit
- i) Vacancy or Newly Created Bargaining Unit Position
- j) Location (For Sudbury IATSE/SUDBURY/667)

17.03

Role of Seniority in Filling Vacancies

Both parties recognize:

- 1) the principle of promotion within the service of the Company;
- 2) that job opportunity should increase in proportion to seniority;

Therefore, in filling vacancies, the appointments shall be made of the applicant with the greatest seniority having the skill, competence and efficiency as determined by the Company.

17.04

Nothing in the Agreement shall be interpreted as requiring the Company to fill any vacancy. If there are not suitable applications, the Company may fill the vacancy from any source.

The Company will consider ability, skill, competence, efficiency and seniority of persons within the bargaining unit when filling a vacancy from within the bargaining unit which has been created by filling a posted position.

Applications from bargaining unit members who have applied within one (1) week of posting of a vacancy shall be processed and candidates interviewed before any interviews are granted to outside applicants.

17.05

Within seven (7) calendar days of the date of such appointment, the name of the successful applicant shall be posted on all notice boards.

- 17.06 The successful applicant will be on trial for a period of the first five hundred and twenty (520) hours worked, if the transfer is to a different job classification. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage salary rate, without **loss** of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without **loss** of seniority.
- 17.07 Should the employer be required to fill such vacancy with either a newly hired employee or a part-time employee, the employment shall be on a term basis. In the case of a newly hired employee such employment shall be terminated at the conclusion of such term without access to the discharge provisions of this Collective Agreement.
- In the case of a part-time employee, at the conclusion of the term he/she shall revert to his/her former position without **loss** of seniority. Term employment shall not exceed six (6) months unless otherwise agreed upon between the employer and the union. This limit, however does not apply to maternity leaves of absences.

**ARTICLE 18.00 LEAVE OF ABSENCE**

- 18.01 Requests for leave of absence by seniority employees must be made to the employee's supervisor, and, if granted, such leave of absence will be confirmed in writing and without pay or any other monetary benefit under the provisions of the Agreement. Leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work requested in writing by the employee and consented to in writing by the employee's supervisor covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. The Company agrees, as a matter of policy, to attempt to cooperate with employees with respect to leaves of absence for personal reasons, wherever practical. Normally, a leave of absence will not be granted for a period in excess of two (2) months.
- 18.02 Maternity Leave/Child Care
- Maternity and childcare leave shall be granted to natural or adoptive parents in accordance with the provisions of the Canada Labour Code, as amended from time to time. Such provisions are deemed to be incorporated herein. Such provisions presently include the following:
- a) The Company shall grant maternity leave of absence for a period of seventeen (17) weeks without pay for any employee who has completed six (6) consecutive months of employment and who has submitted an application in writing for such leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave and who has provided a certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- b) Upon further application the Company shall grant up to an additional twenty-four (24) weeks child care leave without pay. During the maternity and child care leave seniority credits and fringe benefits shall continue to apply and the Company shall pay the share of the cost of such benefits.
- c) Payment for holidays shall not apply while an employee is so absent

18.03

An Employee who is required to attend a sitting of the citizenship court during scheduled work for the purpose of obtaining Canadian citizenship shall, on one occasion only be granted one (1) day's leave of absence with pay provided that he/she gives at least five (5) working days written notification.

**ARTICLE 19.00 JURY DUTY**

19.01

Each full time employee who is summoned to and reports for jury duty or as a court witness, as prescribed by applicable law (subject to the eligibility requirements set out below) shall be receive their salaries during such periods, less the fees received for such service.

- a) The employee shall inform the Company within twenty-four (24) hours from his/her receipt of notice that he/she has been summoned for jury duty or as a court witness;
- b) The employee shall furnish satisfactory evidence to the Company that he/she has reported for and performed jury duty or court witness duty on the days for which he/she claims payment, and shall furnish acceptable proof of the amount of jury duty or court witness pay received by him/her;
- c) Employees who are scheduled to start their regular scheduled shift prior to 10:00 a.m. are required to report to work and complete their shift should they be released from jury duty prior to 1:00 p.m.
- d) Employees serving on a jury will not be assigned to work on evenings, or weekends during such jury service. For the purposes of scheduling only, jury duty/court witness duty shall be considered as time worked.
- e) It is the obligation of any employee to notify his/her supervisor as soon as practicable upon being released from such duties.

**ARTICLE 20.00 BEREAVEMENT LEAVE**

20.01 When an employee is required to be absent due to death in his/her immediate family (spouse, common-law spouse or child), bereavement leave with pay will be up to five (5) days for the purposes of attending the funeral. In the case of the death of other family members (legal guardian, father, mother, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren or any relative permanently residing in the employee's household or with whom the employee resides, the granted leave with pay will be for up to three (3) days for the purpose of attending the funeral. Where burial occurs outside the province, such leave shall also include reasonable travel time. Total leave under this Article not to exceed seven (7) consecutive tours of duty.

20.02 It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. This entitlement is not available while an employee is on vacation, leave of absence or on sick leave. The term "funeral" does not include "memorial service". Payment for such funeral days shall be at the employee's basic regular hourly rate exclusive of premium.

In the event interment for an immediate family member occurs at a time other than the funeral, one (1) additional tour of duty shall be granted for the purpose of attending the funeral service. This entitlement is not available if an employee would not have been required to work on such day or while an employee is on vacation, leave of absence or sick leave.

**ARTICLE 21.00 PAID SICK LEAVE**

21.01 An employee who is incapacitated from duty through illness (disability) shall be paid full salary for the time off from work for such illness or accident for up to six (6) months. Should such illness or accident exceed this six (6) month period the employee must apply before the expiry period for Long Term Disability Benefits. Sick leave with pay shall not apply to a full-time employee during the first three (3) months of employment. In the event of occupational injury, sick leave applies immediately on employment. It shall not apply to an employee who is injured while working for a Company other than CTV Television Inc. (CICI-TV & CKNC-TV), Sudbury (as some employees hold more than one job).

a) Where such leave extends to three (3) or more consecutive days, the Company shall require a doctor's certificate, or other satisfactory evidence to substantiate this leave. For illness of less than three (3) days, the Company may require that the employee provide a written declaration of illness.

b) It is understood that any secondary reports or certifications required by the Company would be at the Company's expense.

Absence because of illness or incapacity shall not interrupt an employee's vacation credits for a period of up to six (6) months only.

Except for those incapacitated by a work-related illness or injury, employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for Long Term Disability payment in the Company Plan, shall be deemed to have voluntarily quit their employment with the Company.

It is the responsibility of the employees to make application to the Insurance Company prior to the expiry of the Company's six (6) month full-pay provisions. Employees who fail to apply or do not meet the requirements for disability payments will be deemed to have voluntarily resigned their position within the Company.

21.02

Sick leave (short term disability) will be paid subject to the following conditions.

- a) A written declaration of illness from the employee will be required for each absence and a doctor's certificate is to be attached if the absence extends to more than three (3) days. A subsequent doctor's certificate may be required to substantiate the length of a claim or to verify that an employee is capable of returning to active duty.
- b) Employees shall give as much notice as possible when calling in sick to those persons responsible for their scheduling, a minimum of one (1) hour prior to the start of their tour of duty.
- c) The Company agrees to pay for any reasonable cost, upon submission of an invoice, for obtaining a medical certificate (not a doctor's note)

It is expected that an employee will obtain the required certificate in conjunction with a regular doctor's visit. However, the Company will give consideration to any exceptions.

- (d) Where an absence is as a result of an injury or illness that is or should be covered by LTD. (Sick leave does not apply if an employee is denied LTD or subsequently has LTD cancelled.)
- e) Employees on sick leave may be required to provide a CTV Television Inc. Medical Form in cases of extended absences (more than 15 days), or where a date for return to work has not been established. This form may also be required from employees where a medical report is required to update a previous report.

The CTV Television Inc. Medical Report will be forwarded to CTV Television Inc. Corporate Medical Doctor for review, guidance and direction.

- f) A medical examination may be required by the Company at its expense: i) as a pre-employment physical; ii) in order to substantiate a claim for sick leave; iii) verify that an employee is able to return to work. All results shall be forwarded directly to CTV Television Inc.'s Corporate Medical Doctor.
- g) If requested in writing by the employee, the results of the medical examination will be conveyed to the employee's personal physician.
- h) Confidential medical information forwarded to the CTV Television Inc.'s Corporate Medical Doctor shall be subject to the ethical and disclosure rules of the College of Physicians and Surgeons. It will not be forwarded to non-medical individuals without the written consent of the employee.

**ARTICLE 22.00 EMPLOYEE BENEFIT PLANS**

- 22.01 Notwithstanding anything to the contrary, in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency, shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.
- 22.02 The responsibility rests with the regular full-time employee to complete all eligibility requirements of the existing carriers of all medical, welfare and hospital benefits under this Collective Agreement.
- 22.03 Where the Company discharges or suspends for at least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the Collective Agreement, together with the amount of premium required and the dates when such are due.
- The employee may, at his/her option, reply in writing within two (2) weeks from the filing of his/her grievance on the discharge or suspension, to the Company for continued coverage under this Article, and pay to the Company the amount of any premiums to provide him/her with the benefits set out in this Article during the period subsequent to his/her discharge or suspension, up to the time an Arbitration Board makes a final or binding decision on this grievance, or the end of his/her suspension, whichever is applicable.
- The Board of Arbitration, if the grievance is successful, shall be limited to reimbursement for the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.
- 22.04 The Company agrees to continue in full force and effect for regular full-time seniority employees, during the term of this agreement, its existing Health and Welfare coverage or its equivalent, and Contribution towards the cost currently in effect, which may be improved during the duration of the agreement.
1. Group Life Insurance- Company contribution seventy percent (70%).
  2. Accidental Death & Dismemberment- Company contribution seventy percent (70)%.
  3. Dependent Life Insurance- Company contribution seventy percent (70%):  
Spouse \$5,000.00  
Child \$2,500.00
  4. Employer Health Tax Credit - 100% Company paid.
  5. Short term disability (sick leave) - 100% Company paid



- 6. Long term disability - Company contribution zero percent (0%).
- 7. Health - Company contribution seventy percent (70%).
- 8. Vision Care -Company contribution seventy percent (70%)
- 9. Pension Plan -Company contributes 5.0% of basic earnings.
- 10. Dental Plan -Company contributes seventy percent (70%).

22.05

Vacation Pay and Pension During Layoff Notice Period

Company Pension Contributions as per Article 22.04 are only payable for actual time worked and during a bumping period as per Article 15.05 a). Company Pension Contributions will cease during the four (4) week notice period of any layoff where the employee is paid in lieu of notice.

**ARTICLE 23.00 VACATIONS WITH PAY**

23.01

All employees shall be entitled to an annual vacation with pay on the basis of vacation entitlement computed as of June 30th of each calendar year as hereafter provided:

- 1. All employees with less than twelve (12) months service as of June 30th shall be entitled to vacation at their current rate of pay. Vacation entitlement shall be calculated on the basis of five-sixths (5/6) of a day vacation for each month of service rendered in the preceding vacation year. Vacation entitlement is subsequent to June 30th.
- 2. Employees with one (1) year but less than two (2) years of continuous service at June 30th shall receive two (2) weeks of vacation with pay at current rate.
- 3. Employees with two (2) years but less than eight (8) years of continuous service at June 30th shall receive three (3) weeks of vacation with pay at current rate.
- 4. Employees with eight (8) years but less than seventeen (17) years of continuous service at June 30th shall receive four (4) weeks of vacation with pay at current rate.
- 5. Employees with seventeen (17) or more years of continuous service at June 30th shall receive five (5) weeks of vacation with pay at current rate.

23.02

Vacation pay shall be the greater of:

- a) as provided in Article 23.01, or
- b) as provided in the Canada Labour Code. Vacation pay means four percent (4%) or after six (6) consecutive years of employment by one Employer, six percent (6%) of the gross wages of an employee during this year of employment in respect of which he/she is entitled to the vacation. Vacation pay is only payable for actual time worked and during the bumping period as per Article 15.05 a). If pay in lieu of notice is given, the Union and the Company agree that vacation pay is not owing.

- 23.03 A vacation schedule shall be posted in each department by March 1st of each year. Employees will be listed on the schedules in order of seniority. Employees must make their choice by March 31st of each year. All employees who have failed to fill their request by March 31st will lose their seniority preference for vacation.
- The Company will post the confirmed vacation schedule in each department by May 1st of each year.
- 23.04 Vacation schedules shall be so arranged as to cause, in the judgement of the Company, the least possible impact or interference with the efficient performance and operation of the Company. The best efforts of both the Employee and the Company will be made to arrange a mutually agreeable vacation schedule.
- 23.05 The vacation year shall be from July 1 to June 30th. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next except by special written permission from the Station Manager.
- 23.06 The Company agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation in a single period and if work load permits to make provision for those having more than two (2) weeks vacation to take the complete vacation at one time.
- 23.07 Employees shall be entitled to pay at the time of taking vacation.
- 23.08 Part-time employees shall be covered by this Schedule when required by legislation.
- 23.09 An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- Should an employee resign without proper notice vacation pay shall be calculated in accordance with the Labour Canada policy.
- 23.10 On normal retirement, an employee with at least ten (10) years of Company service, the employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued his/her employment to the end of the vacation year.
- 23.11 The employer reserves the right to alter scheduled vacations up to thirty (30) days prior to the intended commencement of such vacation and the employee shall accept such decision. Should an employee suffer any provable monetary loss as a result of such management decision, the employee shall be entitled to full reimbursement of such losses.
- Should the Employer fail to give an Employee proper notification of vacation schedule changes, all time worked during the employee's intended vacation period shall be paid at double the prevailing rate. (The Employee is still entitled to his/her vacation at a time mutually agreeable to the Employer and Employee). An Employee shall be entitled to time, in lieu of wages, at a time that is mutually agreeable to the Employer and Employee.

- 23.12 Should an employee request vacation using either vacation or reserve time, without having given thirty (30) days notice, and even if such time off is approved, the Company may for operational requirements, cancel, reschedule, or alter such vacation without penalty up to forty-eight (48) hours prior to such time off commencing. With cancellation of less than forty-eight (48) hours notice, time worked shall be paid at double the prevailing rate.
- 23.13 All requests for vacation or reserve time off shall be approved or denied in writing

**ARTICLE 24.00 STANDBY AND CALL-IN**

- 24.01 For all employees the standby rate is \$1.34 per hour
- 24.02 Employees shall be paid time and one-half (1 1/2) for all hours worked when called in. There shall be a minimum call-in of four (4) hours. Call-in shall be defined as any work not continuous with an employee's tour of duty for which the employee has not been given adequate notice as outlined in article 32.05 (i.e. 1 pm the day before the work is to commence)

**ARTICLE 25.00 TRANSPORTATION**

- 25.01 Employees using their cars for business purposes, with prior approval of their supervisor, may submit a claim for mileage at the end of each month. Mileage will be paid by the 15th day of the month following. Mileage will be paid at the rate of thirty (\$.30) cents per kilometre with a minimum claim of one (1) mile or one point six kilometres (1.6km.) in a one (1) month period. This does not include travel to and from home and work, but covers assignments from the Station to areas distant from the Station and must have prior approval by the employee's supervisor.
- An employee shall have the right to refuse to use their personal vehicle for Company business. Refusal to do so shall not be grounds for disciplinary action.
- 25.02 Employees using a taxi for transportation, as approved by their supervisor shall be reimbursed the full costs of such transportation on submission of receipted expense claim. The Company shall make available to employees on work assignments, expense vouchers or petty cash for taxi purposes, if approved by their supervisor, whenever such assignments require a travelling distance.
- 25.03 When employees are required to end a tour of duty at a time when public transportation is not available and other arrangements cannot be made by such employees, taxi fare home will be provided, when required to a maximum of ten dollars (\$10), upon submission of a proper receipt.

**ARTICLE 26.00 PER DIEM (IN TOWN, OUT OF TOWN)**

26.01 Employees who are on special assignment or out of town overnight shall be reimbursed for meals and accommodations, to a maximum per diem for meals of:

	September 1, 1999	September 1, 2000
a) Breakfast	\$ 7.50	\$ 7.50
b) Lunch	15.00	15.00
c) Dinner	<u>20.00</u>	<u>20.50</u>
TOTAL	<b>\$42.50</b>	<b>\$43.00</b>

Where exceptional conditions require a higher per diem than those contained herein, the Company will provide, with prior approval, an additional amount based on conditions at the location concerned. Meal allowance will be cumulative from one meal to the next.

26.02 Expense Advance

If an employee so requests, in writing, cash will be advanced to him/her in the amount of approved expenses expected to be incurred on a special assignment or out of town overnight. Each employee must give an accounting of his/her expenses other than per diems as listed, together with proper receipts, within five (5) days after completion of the special assignment or out of town overnight.

26.03 Employees on out of town overnight assignments shall be reimbursed for accommodations. With sufficient and reasonable notice period, the Company will make every possible effort to provide the employee with confirmed single occupancy hotel/motel accommodations, when available, prior to the employee leaving on an out of town overnight assignment. The Company, within reason, will make an effort to arrange for direct billing for the cost of accommodations. In the case where direct billing cannot be arranged, the Company shall provide the employee with a cash advance to cover the cost of accommodations.

A special assignment or remote per diem will be applicable if the employee is in one location for a continuous six (6) hours where they are not able to leave and no facilities serving food are readily available. The time period is deemed to include loading of equipment, travel time to and from, setting up of location shoot, actual shoot, striking of location site and unloading of equipment.

When employees are required to work special assignments at the studio location, the Company shall provide an adequate hot meal for all employees involved in the special assignment.

**ARTICLE 27.00 BARGAINING UNIT WORK**

27.01 The Company agrees that it shall not permit non-bargaining unit persons to regularly perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are denied overtime or laid off as a result thereof.

27.02 Students in government work programs shall not perform bargaining unit work unless supervised by the person normally performing the work.

27.03 The best efforts of the Company will be made to ensure full-time employees are given the opportunity to participate in career challenges and opportunities that may arise when, in the judgement of the Company, the employee has the necessary experience and skills to successfully complete the required work.

**ARTICLE 28.00 ACCESS TO PERSONNEL FILE**

28.01 An employee shall have the right two (2) times per year to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, such reply shall become part of the permanent record. The Union has unlimited access, with Employee permission to the personnel file from the moment the grievance is launched to the moment arbitration starts.

**ARTICLE 29.00 ADVERSE REPORT**

29.01 The Company shall notify an employee in writing of an expression of dissatisfaction concerning his/her work within seven (7) working days when the event of the complaint becomes known to the Company, with copies to the local Unit Chairperson. This notice shall include particulars of the work performance which led to such dissatisfaction. When the Company cannot complete its investigation of the event within seven (7) days, the Company shall notify, in writing, the unit chairperson of same within the seven (7) day period. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Company, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record if it is made within seven (7) working days of the Company's correspondence.

29.02 The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension or disciplinary action, including letters of reprimand or any adverse report.

**ARTICLE 30.00 POSTING OF COURSES**

30.01 The Company shall post any training courses and programs for which employees may be selected. The bulletin shall contain:

- a) type of course;
- b) time;
- c) duration;
- d) location;
- e) minimum qualifications.

30.02 With prior authorization and a certificate of successful completion the Company will share the tuition cost of courses depending on the value and relevance to the job as determined by the Company.

**ARTICLE 31.00 PAID HOLIDAYS**

31.01 Each employee shall have the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Floating Holiday

Every employee with more than one (1) year's service is eligible for one (1) floating holiday per year. This holiday cannot be taken in cash and cannot be accumulated from year to year. This day shall be taken at a time mutually agreed upon by the employee and the Company.

If this day has not been taken after nine (9) months have elapsed in the current vacation year, the employee and his/her supervisor will be advised of the fact by the Human Resources Manager, and instructed to select a mutually convenient date prior to the expiry of the vacation year on which the floating holiday shall be taken.

31.02 It is the intent of the Company to protect eligible employees against the loss of straight time pay on holidays enumerated in Article 31.01 above. For this purposes, the Company agrees to pay on each of such holidays for the number of straight time hours the employee would have worked had there been no holiday, subject to conditions hereinafter enumerated.

31.03 In order to be eligible for pay on a statutory holiday an employee must:

- (a) have worked thirty (30) days with the Company;
- (b) have worked fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday (vacations and reserve time are considered as time worked);
- (c) worked the scheduled day after the holiday.

31.04 Long term disability and short term disability employees qualify for paid holidays as outlined in this article.

An employee, required to work on a statutory holiday, shall receive his/her regular daily wages plus one and one-half (1 1/2) times his/her regular rate of pay, or if he/she chooses, his/her regular rate of pay plus one and one-half (1 1/2) days off with pay. The one and one-half (1 1/2) days off must be taken during the thirty (30) days immediately preceding or following that statutory holiday at a time mutually acceptable to the employee and his/her immediate supervisor. If the employee wishes the one and one-half (1 1/2) days to be taken outside the thirty (30) days it must be approved by his/her supervisor. Time may not be accumulated, without a specific date assigned.

- 31.05 An otherwise eligible employee, who is scheduled to work one (1) of the above holidays, but does not report for work as scheduled, shall forfeit his/her holiday pay for that particular holiday.
- 31.06 If any of the above holidays set out in Article 30.01 hereof is observed during a regular scheduled work week during an employee's vacation, ~~the~~ employee, if otherwise entitled to holiday pay, shall be given an additional day off with pay at the close of the employee's vacation, or at another time mutually acceptable to the employee and his/her immediate supervisor.
- 31.07 If a holiday falls on a day that is a non-working day for an employee, if otherwise entitled to holiday pay, a holiday with pay is to be added to his/her annual vacation, or granted at another time mutually convenient.
- 31.08 If New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day for an eligible employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday, or at another time mutually acceptable to the employee and his/her immediate supervisor.

#### **ARTICLE 32.00 HOURS OF WORK AND OVERTIME**

- 32.01
- a) The parties recognize there are production and operation requirements which necessitate overtime being worked. The Company will not require Employees to work an excessive amount of overtime. An Employee may, in mitigating circumstances, request that he/she be relieved from working overtime. Where the Company determines it can reasonably grant such a request, it will do so.
  - b) Overtime shall be defined as work beyond the normal unit of hours in the work day or work week. Overtime shall be paid at one and one-half (1 1/2) times the normal hourly rate and shall be computed to the end of the last quarter (1/4) hour. If the employee chooses, this time may be placed in reserve, with the supervisor's approval at the rate of one and one-half (1 1/2) hours reserve for every overtime hour worked. This reserve time must normally be taken within thirty (30) days or at a ~~time~~ mutually acceptable to the employee and his/her immediate supervisor. Time may not be accumulated outside this thirty (30) days without a specific date assigned and without the manager's approval.
  - c) The Company will ~~use~~ its best efforts to assign overtime in a fair and equitable manner among those employees normally performing such work.
  - d) Any Employee who works in **excess** of twelve (12) consecutive hours is entitled to a one-half (1/2) hour paid lunch. If the twelve (12) consecutive hours run past midnight the Employee is entitled to a paid lunch as outlined under Article 26.01, in lieu of the one-half (1/2) hour paid lunch period.
  - e) In the event that assigned overtime hours are decreased or cancelled after 1:00 p.m. the day before, ~~the~~ Company shall compensate the employee for any unworked scheduled hours at the employee's basic rate of pay.

- 32.02 A regular full-time employee is one who is regularly scheduled to work forty (40) hours or more hours per week.
- 32.03 There shall be two (2) consecutive days off for employees when practical. These two (2) consecutive days off may be in separate work weeks.
- 32.04 Travel Time  
All out-of-town travelling for assigned personnel shall be deemed as hours worked by the employee and paid accordingly.
- 32.05 Work schedules shall be posted seven (7) calendar days prior to the commencement of the scheduled work week. Changes may be made to these schedules up to 1:00 p.m. the day before the tour of duty without any penalty as outlined in 32.01. The minimum scheduled shift shall be four (4) hours in duration.  
  
Prior to 1:00 PM, the day before the changed tour of duty, when an employee is on duty, the Company will be deemed to have given Notice when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will attempt to notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.  
  
It is the intent of the foregoing to ensure that each employee shall be apprised of the daily work schedule at the earliest possible time.  
  
Overtime shall be paid at the rate of double time if an Employee is required to work on a regular day off (RDO) with less than forty-eight (48) hours notice. The Employee shall accept such alterations without penalty whenever forty-eight (48) hours or more notice is given. The minimum call-in shall be four (4) hours in duration.
- 32.06 Turn-Around  
A turn-around period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.  
  
All time scheduled and/or worked during any of the above turn-around period shall be compensated for, in addition to the regular basic rate, at one-half (1/2) times the basic rate for the portion of such assignment which encroaches on such turn-around period.
- 32.07 Temporary Upgrading  
a) Whenever an employee is assigned a task in a classification with a higher rate of pay, (start rate to start rate), the Company shall inform the employee verbally or in writing prior to any such temporary upgrading assignment. The Company agrees to pay an additional one dollar, thirty cents (\$1.30) per hour for a period up to a maximum of twenty-five (25) days.  
b) Where the Employee, with his/her consent, is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the Employee so designated shall be entitled to the upgrading set forth in 32.07 a).  
c) When a temporary upgrading is assigned the temporary upgrading minimum shall be two (2) hours per day.



d) Whenever an employee is assigned a task of training another employee in a new position, the employer agrees to pay upgrading as set forth in article 32.07 a).

- 32.08 The Company agrees to maintain existing policies regarding meals and breaks
- Meal Periods: To all tours of duty a first meal period of no less than one (1) hour shall be assigned, beginning not earlier than the start of the third (3rd) hour of the tour and ending no later than the end of the fifth (5th) hour of such tour.
- Should operational requirements deem that the employee receives less than one half (1/2) hour, the employee shall be paid one-half (1/2) hour at one and one half (1 1/2) times the regular rate.
- 32.09 Regular Day Off (RDO) shall be defined as meaning the normal twelve (12) hour turnaround period as defined in Article 32.06 plus the 24 hour time period. Two (2) Regular 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 Regular Days off shall be defined respectively i.e. eighty-four (84) hours.

**ARTICLE 33.00 PART-TIME EMPLOYEES**

- 33.01 A part-time Employee is defined as an Employee who is regularly scheduled 24 hours or less per calendar week on a two week averaging basis. This is exclusive of hours scheduled to replace an Employee on sick leave, vacation, maternity leave, or leave of absence.
- 33.02 Overtime for part-time Employees is defined as any hours worked in excess of the regularly scheduled 8 to 10 hour shifts. Overtime in such instance shall be paid as outlined in 32.01
- 33.03 The number of part-time hours worked at the Sudbury station shall not exceed fifteen percent (15%) of the regularly scheduled full-time hours by the Bargaining Unit employees in any pay period. The scheduled full-time hours referred to above shall not include those hours worked by Traffic and Accounting employees.
- For the purpose of monitoring the use of part-time employees, the Company agrees to provide the Union with adequate documentation on written request, no more frequently than once per month.
- 33.04 There shall be a four (4) hour minimum call-in for part-time employees
- 33.05 As some part-time employees work in more than one job category, part-time employees will be placed at the start rate of the grid where it is expected they will most often work. On September 1, 1993, all part-time employees were slotted on their applicable salary grids at level start. Progression up the grid is based on hours accumulated subsequent to September 1, 1993. However, when a part-time employee is hired for a permanent position, he/she will be credited for any hours worked prior to September 1, 1993 for purposes of continuous service date with the Company. As well, if the part-time

employee held the same job classification as the permanent position within the past three (3) months, those hours worked will be credited to reflect the appropriate grid level for the permanent position. This will ensure the employee is paid based on experience related to the specific job. When a part-timer is assigned to work in a higher classification, TUG will be payable in accordance with Article 32.07.

**ARTICLE 34.00 CLASSIFICATION AND RATES OF PAY**

34.01 When an employee is transferred into a higher pay classification, he/she shall be eligible to receive a salary increase of one (1) full increment on his/her former classification grid at the time of transfer or if he/she is at the top rate of this grid, the increase he/she last received in reaching the top rate. This increase shall be granted provided the employee has the necessary skills, qualifications and experience as determined by the Company. Following this increase, should the employee's new rate of pay fall between two levels on his/her new classification grid, his/her rate of pay shall again be increased to the higher rate of pay on the new grid. In such instances, the date of the employee's transfer will become the employee's anniversary date only for the purpose of progression up the salary grid as outlined in Article 34.02.

34.02 a) Progression up the salary schedule within each classification shall automatically occur, barring documented deficiencies in performance, on the first complete pay period of the month nearest the employee's annual or semi-annual anniversary date of employment with the Company.

b) Salary increments to the salary grids will be:

1999	Year 1	2%
2000	Year 2	2%

34.04 The rates in the above schedules are minimum.

34.05 Any active full-time employee who was employed by the Company on the date of ratification, and who is being paid over grid shall receive a cash payment equal to 2% in year 1, 2% in year 2, his/her annual base salary on September 1st of the applicable year, less source deductions. Any employee on the grid who receives less than the bargained percentage increases, shall receive the difference between his/her general wage increase in the form of a lump sum payment.

GROUP # (CLASSIFICATIONS)	1998/99	2.00%		2.00%			
	ANNUAL SALARY	ANNUAL SAURY	BWEEKLY RATE	HOURLY RATE	ANNUAL SALARY	BI-WEEKLY RATE	HOURLY RATE
<b>GROUP #9</b> ENG/EFP/STUDIO, MASTER CONTROL							
START	22,692	23,146	890.23	11.13	23,609	908.04	11.35
6 MONTHS	23,664	24,137	928.35	11.60	24,620	946.92	11.84
LEVEL 1	24,637	25,130	966.54	12.08	25,633	985.88	12.32
LEVEL 2	25,935	26,454	1,017.46	12.72	26,983	1,037.91	12.97
LEVEL 3	27,553	28,104	1,080.92	13.51	28,666	1,102.54	13.78
LEVEL 4	29,825	30,422	1,170.08	14.63	31,030	1,193.46	14.92
LEVEL 5 (TOP OF GRID)	32,418	33,066	1,271.77	15.90	33,727	1,287.19	16.21
<b>GROUP #10 - VACANT</b>							
<b>GROUP #11</b> CREATIVEWRITER							
START	23,514	24,290	934.23	11.68	24,776	952.92	11.91
6 MONTHS	24,835	25,332	974.31	12.18	25,839	993.81	12.42
LEVEL 1	25,858	26,373	1,014.35	12.68	26,900	1,034.62	12.93
LEVEL 2	27,217	27,761	1,067.73	13.35	28,316	1,089.08	13.61
LEVEL 3	28,918	29,496	1,134.46	14.18	30,088	1,157.15	14.46
LEVEL 4	31,300	31,926	1,227.92	15.35	32,565	1,252.50	15.66
LEVEL 5 (TOP OF GRID)	34,021	34,701	1,334.65	16.68	35,395	1,361.35	17.02
<b>GROUP #12</b> JR TECHNICIANS, PRODUCER/HOSTS, TECHNICAL DIRECTORS							
START	24,554	25,045	963.27	12.04	25,546	982.54	12.28
6 MONTHS	25,607	26,119	1,004.58	12.56	26,841	1,024.65	12.81
LEVEL 1	26,660	27,193	1,045.88	13.07	27,737	1,066.81	13.34
LEVEL 2	28,062	28,623	1,100.88	13.76	29,195	1,122.88	14.04
LEVEL 3	29,817	30,413	1,169.73	14.62	31,021	1,193.12	14.91
LEVEL 4	32,272	32,917	1,266.04	15.83	33,575	1,291.35	16.14
LEVEL 5 (TOP OF GRID)	35,079	35,781	1,376.19	17.20	36,497	1,403.73	17.55
<b>GROUP #13</b> PHOTOJOURNALISTS/ANCHORS							
START	25,119	25,621	985.42	12.32	26,133	1,005.12	12.56
6 MONTHS	26,196	26,720	1,027.69	12.85	27,264	1,048.23	13.10
LEVEL 1	27,273	27,818	1,069.92	13.37	28,374	1,091.31	13.64
LEVEL 2	28,707	29,281	1,126.18	14.08	29,867	1,148.73	14.36
LEVEL 3	30,503	31,113	1,196.85	14.96	31,735	1,220.58	15.26
LEVEL 4	33,014	33,674	1,295.15	16.19	34,347	1,321.14	16.51
LEVEL 5 (TOP OF GRID)	35,876	36,594	1,407.46	17.59	37,326	1,435.62	17.95
<b>GROUP #14</b> PRODUCERS							
START	26,095	26,617	1,023.73	12.80	27,149	1,044.19	13.05
6 MONTHS	27,213	27,757	1,067.58	13.34	28,312	1,088.92	13.61
LEVEL 1	28,331	28,898	1,111.46	13.89	29,476	1,133.69	14.17
LEVEL 2	29,922	30,418	1,159.92	14.62	31,026	1,193.31	14.92
LEVEL 3	31,686	32,320	1,243.08	15.54	32,956	1,267.92	15.85
LEVEL 4	34,295	34,981	1,345.42	16.82	35,681	1,372.35	17.15
LEVEL 5 (TOP OF GRID)	37,278	38,024	1,462.46	18.28	38,784	1,491.69	18.65
<b>GROUP #15</b> SR TECHNICIANS							
START	32,735	33,390	1,284.23	16.05	34,058	1,309.92	16.37
6 MONTHS	34,044	34,725	1,335.58	16.69	35,420	1,362.31	17.03
LEVEL 1	35,353	36,060	1,386.92	17.34	36,781	1,414.65	17.68
LEVEL 2	37,535	38,286	1,472.54	18.41	39,052	1,502.00	18.78
LEVEL 3	40,154	40,957	1,575.27	19.69	41,776	1,606.77	20.08
LEVEL 4 (TOP OF GRID)	43,647	44,520	1,712.31	21.40	45,410	1,746.54	21.83

GROUP # (CLASSIFICATIONS)	NEW GRID SEPT.1/98-00				NEW GRID SEPT.1/00-01			
	1998/99 ANNUAL SALARY	2.00% ANNUAL SALARY	81-WEEKLY RATE	HOURLY RATE	2.00% ANNUAL SALARY	81-WEEKLY RATE	HOURLY RATE	
<b>GROUP #1</b>								
MTCE (JANITOR), COURIER, RECEPTIONIST								
START	19,975	20,375	763.65	9.80	20,783	789.35	9.99	
6 MONTHS	20,723	21,137	812.96	10.18	21,590	829.23	10.37	
LEVEL 1	21,722	22,169	852.15	10.65	22,599	869.19	10.66	
LEVEL 2	23,220	23,684	910.92	11.39	24,159	929.15	11.61	
LEVEL 3 (TOP OF GRID)	24,968	25,467	979.50	12.24	25,976	999.05	12.49	
<b>GROUP #2 - VACANT</b>								
<b>GROUP #3</b>								
SHIPPEWRECEIVER, (TAPE LIBRARIAN)								
START	18,915	19,293	742.04	9.28	19,679	758.38	9.48	
6 MONTHS	19,725	20,120	773.85	9.87	20,522	789.31	9.87	
LEVEL 1	20,535	20,948	805.82	10.07	21,365	821.73	10.27	
LEVEL 2	21,616	22,048	848.00	10.80	22,489	864.98	10.81	
LEVEL 3	22,967	23,426	901.00	11.26	23,895	919.04	11.49	
LEVEL 4	24,859	25,366	975.23	12.19	25,883	994.73	12.43	
LEVEL 5 (TOP OF GRID)	27,010	27,590	1,059.62	13.25	28,101	1,080.81	13.51	
<b>GROUP #4</b>								
VTR OPERATOR								
START	20,036	20,437	786.04	9.83	20,846	801.77	10.02	
6 MONTHS	20,896	21,314	819.77	10.25	21,740	838.15	10.45	
LEVEL 1	21,754	22,189	853.42	10.67	22,633	870.50	10.88	
LEVEL 2	22,899	23,357	898.35	11.23	23,824	918.31	11.45	
LEVEL 3	24,329	24,816	954.46	11.93	25,312	973.54	12.17	
LEVEL 4	26,333	26,860	1,033.08	12.91	27,397	1,053.73	13.17	
LEVEL 5 (TOP OF GRID)	28,623	29,195	1,122.88	14.04	29,779	1,145.35	14.32	
<b>GROUP #5</b>								
EDITOR, ACCOUNTING CLERK								
START	20,036	20,437	786.04	9.83	20,846	801.77	10.02	
6 MONTHS	20,896	21,314	819.77	10.25	21,740	838.15	10.45	
LEVEL 1	21,754	22,189	853.42	10.67	22,633	870.50	10.88	
LEVEL 2	22,899	23,357	898.35	11.23	23,824	918.31	11.45	
LEVEL 3	24,329	24,816	954.46	11.93	25,312	973.54	12.17	
LEVEL 4	26,333	26,860	1,033.08	12.91	27,397	1,053.73	13.17	
LEVEL 5 (TOP OF GRID)	28,623	29,195	1,122.88	14.04	29,779	1,145.35	14.32	
<b>GROUP #6</b>								
TRAFFIC CLERK, PROGRAM CO-ORDINATOR, MARKETINGWRITER, CO-OP SALES ASSISTANT								
START	20,513	20,923	804.73	10.06	21,341	820.81	10.26	
6 MONTHS	21,392	21,820	839.23	10.49	22,256	866.00	10.70	
LEVEL 1	22,272	22,717	873.73	10.92	23,171	891.19	11.14	
LEVEL 2	23,446	23,914	919.77	11.50	24,392	938.15	11.73	
LEVEL 3	24,817	25,309	965.73	12.07	25,611	986.04	12.31	
LEVEL 4	26,789	27,305	1,011.73	12.65	28,331	1,031.96	12.90	
LEVEL 5	27,264	27,799	1,069.19	13.36	28,355	1,090.58	13.63	
LEVEL 6 (TOP OF GRID)	29,305	29,891	1,149.65	14.37	30,489	1,172.65	14.66	
<b>GROUP #7</b>								
RESEARCHERS, COLLECTIONSCLERK								
START	21,372	21,799	838.42	10.46	22,235	855.19	10.69	
6 MONTHS	22,287	22,733	874.35	10.93	23,188	891.85	11.15	
LEVEL 1	23,204	23,668	910.31	11.38	24,141	928.50	11.61	
LEVEL 2	24,425	24,914	958.23	11.98	25,412	977.38	12.22	
LEVEL 3	25,952	26,471	1,018.12	12.73	27,000	1,038.48	12.88	
LEVEL 4	28,090	28,652	1,102.00	13.78	29,225	1,124.04	14.05	
LEVEL 5 (TOP OF GRID)	30,531	31,142	1,197.77	14.97	31,785	1,221.79	15.27	
<b>GROUP #8</b>								
GRAPHICARTIST, OPERATIONS ASST. ASST ACCOUNTANT								
START	21,900	22,338	859.15	10.74	22,785	876.35	10.95	
6 MONTHS	22,936	23,396	896.00	11.20	23,792	913.92	11.42	
LEVEL 1	23,778	24,254	932.85	11.65	24,739	951.50	11.89	
LEVEL 2	25,029	25,530	981.92	12.27	26,041	1,001.58	12.62	
LEVEL 3	26,592	27,124	1,043.23	13.04	27,686	1,064.08	13.30	
LEVEL 4	28,782	29,368	1,129.15	14.11	29,945	1,151.73	14.40	
LEVEL 5 (TOP OF GRID)	31,285	31,911	1,227.35	15.34	32,649	1,261.88	15.65	

**ARTICLE 35.00 RECOGNITION**

Every production produced by members of the Sudbury bargaining unit shall have credits legibly displayed clearly showing the job function performed by each unit member involved.

**ARTICLE 36.00 TERM OF AGREEMENT**

- 36.01 This Agreement shall remain in full force and effect from September 1st, 1999 to midnight on the 31st day of August 2001. This Agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing as hereinafter set out.
- 36.02 Notice that either party wishes to amend or terminate the terms herein contained shall be given only during a period of not more than ninety (90) days and not less than thirty (30) days preceding the termination date contained in Article 36.01 above.
- 36.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendments of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the requirements of Paragraph 89(1)(a) to (d) under Part I of the Canada Labour Code have been met.

**MEMORANDUM OF AGREEMENT**

BETWEEN:

Page 35

CTV Television Inc., MCTV (CICI-TV & CKNC-TV), Sudbury  
(hereinafter called the "Company")

-AND-

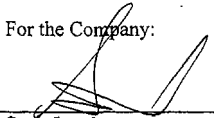
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
LOCAL 667, SUDBURY  
(hereinafter called the "Union")

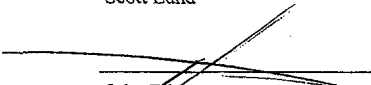
The parties hereto agree that subject to the ratification by the bargaining unit the previous Collective Agreement which expired on August 31, 1999 shall continue in effect as amended below:

1. The term of the new agreement shall be September 1, 1999 to August 31, 2001;
2. The wage rates of employees shall be increased by 2.00% retroactively to September 1, 1999 and by 2.0% on September 1, 2000, and in addition, the rates contained in the wage groups of the Collective Agreement shall be increased by the same amounts.
3. All monetary items agreed upon, dated October 15, 1999, as attached will be paid retroactively to September 1, 1999.
4. The language of the Collective Agreement shall be amended in accordance with the following pages which are attached;

Signed in Sudbury this 21<sup>st</sup> day of December, 1999

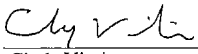
For the Company:


  
\_\_\_\_\_  
Scott Lund

  
\_\_\_\_\_  
John Eddy

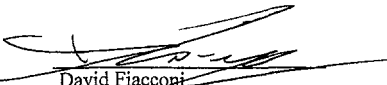
  
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Cindy Cacciotti

For the Union:

  
\_\_\_\_\_  
Cindy Vintinner

  
\_\_\_\_\_  
Gord Nicholls

\_\_\_\_\_  
Lillian Pakula

  
\_\_\_\_\_  
David Fiacconi

\_\_\_\_\_  
Herb Mohns

**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. (CICI-TV & CKNC-TV), SUDBURY**  
**AND**  
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667 (SUDBURY)**

**LETTER OF UNDERSTANDING EMPLOYMENT EQUITY (EE)**

The parties jointly agree and support the goals of Employment Equity in our society. Both parties also recognize that special efforts will be necessary to improve the opportunities for permanent employment of designated group members. The parties desire to make those efforts without:

- a) lowering the high standards of performance expected of employees and co-workers, and;
- b) placing any quotas or targets on the number of designated group members who must be hired.

To take action on our beliefs, the parties have agreed to the following undertaking:

**1. EE SCHOLARSHIPS AND EE CO-OPERATIVE PLACEMENTS**

In support of MCTV's scholarship program for designated group members, EE co-operative work placements will be made available to students from these groups as one method of increasing their qualifications for future vacancies. While the work terms will include 'hands on' experience; the students shall not be allowed to displace full-time employees.

**2. EE SUMMER JOBS**

Each summer for the term of this agreement, the Company will post for a maximum of two (2) EE part-time/term vacancies in the bargaining unit, and one (1) non-union position, each of which will be designated for designated group applicants. These employees shall fall under all conditions of work provided for in this Agreement and by Company policy. The duration of the EE term vacancies will be a maximum of 16 weeks in each year. The Company may apply for government grants to offset the cost of providing these opportunities.

**3. EE TERM EMPLOYMENT**

The parties agree that a maximum of one (1) term or permanent vacancy occurring in any year of the Agreement will be designated as a maximum one (1) year EE term vacancy for a designated group member. The successful applicant shall fall under all conditions of work provided for in this Agreement and by Company policy. At the conclusion of the term, the employee will be terminated from our employ.

This Letter of Understanding may be terminated by either party, given 90 days written notice.

**LETTER OF UNDERSTANDING- DISABLED EMPLOYEES**

The parties to this Agreement acknowledge their joint obligation to try and assist employees who become disabled as a result of an injury/illness, to return to meaningful employment at MCTV. To effect that shared belief, the parties agree to the following for the term of the Collective Agreement:

- a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 16.00 (Temporary Vacancies) or Article 17.00 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.
- b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in his/her former job. Where this is not practicable, the displaced employee may not displace any employee, but may be awarded any full-time, temporary, or term position, without regard to the seniority provisions of the Agreement. The employee must still be able to demonstrate that he/she has the skills, qualifications and abilities to perform the job in accordance with Company standards.

This Letter of Understanding may be terminated by either party given ninety (90) days written notice.