

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GLOBAL TELEVISION NETWORK QUEBEC, LIMITED PARTNERSHIP,  
on behalf of its general partner, GLOBAL COMMUNICATIONS LIMITED  
(hereinafter referred to as “the Employer”)**

**- and -**

**UNION OF EMPLOYEES OF CKMI-TV  
LOCAL 4502  
CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter referred to as “the Union”)**

**SEPTEMBER 1, 2002**

**to**

**AUGUST 31, 2006**

**12284 (02)**

## TABLE OF CONTENTS

Article 1:	Objective of the agreement	1
Article 2:	Definitions	1
Article 3:	Recognition and jurisdiction	4
Article 4:	Rights and obligations of the employer	5
Article 5:	Union dues rights and obligations of the parties	5
Article 6:	Bulletin boards	8
Article 7:	Union activities	8
Article 8:	Labour relations committee	10
Article 9:	Disciplinary measures	11
Article 10:	Procedure for the settlement of grievances	12
Article 11:	Seniority	15
Article 12:	Class and jobs	16
Article 13:	Classification plan mechanism	17
Article 14:	Temporary assignment	19
Article 15:	Technological Change	20
Article 16:	Provisions regarding regular part-time employees	22
Article 17:	Provisions regarding temporary employees	24
Article 18:	Lay-offs	26
Article 19:	Posting • vacant positions	30
Article 20:	Health and safety	31

Article 21: Work accidents	32
Article 22: Insurance	33
Article 23: Sick leave	34
Article 24: Maternity leave	35
Article 25: Special paid leave	38
Article 26: Annual vacation	40
Article 27: Taking of accumulated statutory leave	44
Article 28: Paid holidays	45
Article 29: Work schedule	46
Article 30: Hours of work	47
Article 31: Meal periods	47
Article 32: Coffee break	48
Article 33: Daily break	49
Article 34: Weekly break	49
Article 35: Recall to work	49
Article <b>36</b> : Premiums	50
Article 37: Overtime	50
Article 38: Travel expenses	51
Article 39: General provisions concerning wages	54
Article 40: Civil law suits	55
Article 41: Unpaid leave	56

Article 42: Training and education courses	57
Article 43: Assemblies convened by the employer	58
Article 44: Clothes - tools	58
Article 45: Strike and lock-out	59
Article 46: Translation of the agreement	59
Article 47: Duration of the collective agreement	59
Schedule 1 Salary Schedule	61
Schedule 2 Memorandum of Agreement re Salaries	63
Schedule 3 Job Summaries	66
Schedule 4 List of regular employees	75
Schedule 5 Letter of Understanding: Transfer and assignment of work	76

## **ARTICLE 1      OBJECTIVE OF THE AGREEMENT**

- 1.01      The agreement has its objective to establish, maintain and promote orderly relations between the employer and its employees represented by the Union, to establish and maintain wages and conditions of work that are just and equitable for all and to provide a mechanism for the redress of grievances which may arise between the parties to these presents.
- 1.02      Each time the masculine gender is used in the text of the present agreement, it applies without regard to the sex of the person envisioned by the text.

## **ARTICLE 2      DEFINITIONS**

Unless the context indicates a different meaning, the following expressions and words mean:

- 2.01      Temporary assignment: the transfer of an employee from one job to another, for a limited duration.
- 2.02      Seniority: the total duration in days, months and years in the service of the employer as a regular employee.
- 2.03      Artist: any person who appears on screen even in a regular fashion in a domain other than public affairs. The artist is not governed by the provisions of the agreement.
- 2.04      Class: grouping of jobs with the same remuneration.
- 2.05      Spouse: any person with whom an employee lives matrimonially or maritally.
- 2.06      Independent person: a person who is self-employed and/or is employed by another party and who provides services to the employer on a contractual basis and who is not economically dependent solely upon the employer. Such persons are not subject to the provisions of the agreement. The employer shall not utilize independent persons for the purpose of reducing the number of existing full-time employees or for the purpose of avoiding the recall of an employee on lay-off, nor to prevent the posting of an existing job.
- 2.07      Agreement: the present collective agreement.
- 2.08      Employer: Global Television Network Quebec, Limited Partnership, on behalf of its general partner Global Communications Limited.

- 2.09 Employee: Any person occupying a job covered by Article 3 (Recognition and Jurisdiction) of this agreement and governed by this agreement.
- 2.10 Probationary employee: any person hired as a regular employee but who has not completed his probationary period.
- 2.11 Temporary employee: any person hired to perform work of a determined duration and includes work of an intermittent nature.
- 2.12 a) Regular full-time employee: any person hired **as** a regular full-time employee and who has completed his probationary period.
- b) Regular part-time employee: any person hired **as** a regular part-time employee and who works on a regular basis a number of hours determined by the employer, via posting, which except in unusual circumstances does not surpass 25 hours per week and who has completed his probationary period.
- 2.13 Job: grouping of similar tasks
- 2.14 Grievance: any disagreement relating to the interpretation or application of the agreement.
- 2.15 Work day: a work day begins at midnight and ends at the following midnight.
- 2.16 Transfer: the transfer of an employee from one job to another in the same class.
- 2.17 a) Probationary period of a full-time employee: a period of twelve (12) weeks of continuous employment service from the date of full-time hiring provided the employer may extend the probationary period up to a total of twenty-four (24) weeks from the date of full-time hire. The employer will evaluate the employee prior to the expiry of the twelve (12) week probationary period. Where the employer determines that the probationary period is to be extended for a further period of twelve (12) weeks, the employee and the union shall be advised of any such extension in writing. The employer may discharge a probationary employee at any time during the probationary period, or any extension thereof and such discharge shall be deemed to be for just cause.
- b) Probationary period of a part-time employee: a period of nine hundred (900) hours worked in the service of the employer. The probationary period of a part-time employee cannot surpass twelve (12) calendar months.

An absence by reason of accident or illness, of less than four **(4)** weeks, does not interrupt the probationary period which is, in these instances, extended for the duration of such absence.

Where a part-time employee is hired for full time employment in the same position to that of which he was employed as a part time employee, credit for part-time hours worked shall be applied toward the full time probationary period referred to in 2.17 a) above.

2.18 Promotion: the transfer of an employee from one job to another job attached to a more remunerative class.

2.19 Demotion: the transfer of an employee from one job to another job attached to a less remunerative class.

2.20 Qualified or Qualifications: means the ability to perform the normal requirements of the job (such ability having been recognized in the television industry) **as** determined by the employer, and includes the ability to express him/herself in quality language **as** required in English and French.

2.21 Trainee: a person performing a practical training session in the framework of pursuing his studies or any other framework agreed between the parties.

This person does not perform any characteristic duties of the employees covered by the agreement.

The employer informs the union of the name of the trainee and the probable duration of the training session.

The trainee must be accompanied by a regular employee on the same job; otherwise, the production of the trainee reporter may not be put on the air.

2.22 Union: Union of the employees of CKMI-TV, local 4502 of C.U.P.E. - Q.F.L.

### **ARTICLE 3      RECOGNITION AND JURISDICTION**

3.01      The bargaining unit which is referred to in the agreement consists of all employees of the employer, excluding:

- Station Manager/Executive Producer News
- Manager - Broadcast Operations
- General Manager
- Executive Assistant
- Senior Anchor
- Business Manager
- Program/Promotion Manager
- Operations and Independent Production Acquisition Manager
- Maintenance/MIS Supervisor
- News and Information Director
- Assistant News Director/Senior Producer
- Human Resources Supervisor
- Sales Persons

The employer recognizes the union as the sole mandatory to negotiate and see to the application of the agreement for the members of the bargaining unit.

3.02      No employee excluded from the jurisdiction defined in 3.01 may perform tasks characteristic of the employees covered by the agreement; notwithstanding the above, there can be overlapping of tasks performed by the above exclusions but never to the extent of reducing the number of employees; or for the purpose of avoiding the recall of a person on layoff; or to prevent the posting of a job; and/or the creation of a new job.

3.03      Upon the creation of a new job, the employer so informs the union. Failing agreement on the inclusion or exclusion of the job within the bargaining unit, the case is referred to the Canadian Labour relations Board. If the Board decides that the new job is included in the bargaining unit, it is posted without delay. The experience acquired by the individual performing the job since its creation shall be credited to him unless there is reasonable justification not to grant such credit.

3.04      Any provision of the agreement may be suspended or modified by agreement between the parties, established in writing.

3.05      The provisions of this agreement shall apply on a single employer basis, except that all provisions relating to seniority (e.g. lay-offs, work and vacation scheduling, postings) work assignments and leaves shall be applied on a location by location basis.



- 3.06 The names of the persons who are regular employees at the moment of the signing of the agreement appear in Schedule 4.

#### **ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

- 4.01 The administration of the enterprise, the management of its property and operations, as well as the maintenance of order in its establishments are the exclusive domain of management.

**As** well, it is recognized that the employer retains certain other rights and responsibilities which are, principally, the following, without this enumeration being restrictive;

- a) to decide the nature and extent of the necessary supervision, the quality and nature of the mechanical and technical equipment;
- b) to elaborate the methods, formalities, standards and schedules of activity governing the exploitation;
- c) to choose, obtain, create and place the equipment which must be installed in the establishments of the employer;
- d) to choose **and** direct **the** workers and determine their number, as well as the right to hire the employees, to suspend them, to dismiss them or to take any disciplinary measure for just and valid reasons.

The rights guaranteed in the present paragraph are exercised subordinatedly to the provisions of the agreement.

- 4.02 The employer posts and makes known to each of the employees, the existence and the content of any written employee related regulations, put into effect by the employer. The employer does the same for any modification of any existing regulation or for a new regulation.

#### **ARTICLE 5 UNION DUES, RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.01 No employee may be the victim of discrimination for any reason whatsoever.
- 5.02 Any employee, member of the union at the date of the signing of the agreement, and all those who become members following, must, as a condition to the maintenance

of their employment, remain members in good standing of the union until the expiry of the agreement.

- 5.03 Any employee hired from the date of the signing of the agreement must, **as** a condition of maintaining his employment, join the union and remain a member in good standing for the entire duration of the agreement.
- 5.04 The employer deducts from the wages of all employees the union dues determined by the Union General Meeting. The amount of the union dues is a percentage of gross salary. The union may modify the amount of the union dues and must so inform the employer, in writing, fifteen (15) days in advance.
- 5.05 The employer sends a cheque in the amount thus collected, to the treasurer of the union, no later than the 15th of the following month, as well **as** the list of the dues and the amount of the individual deductions.
- 5.06 The employer deducts from the wages of a new employee, from the moment of his hiring, the amount of the membership fees demanded by the union and remits this amount with the union dues.
- 5.07 Should the employer inadvertently omit to deduct the union dues from the wages of an employee, he makes the deduction as soon as the omission is brought to his attention. The employer agrees with the employee on the additional amount which must be deducted from subsequent paychecks. In no instance, however, can the employee be held to pay arrears of more than three (3) months.
- 5.08 The employer is not obliged to dismiss an employee to whom the union refuses membership or whom the union expels from its ranks.
- 5.09 The employer indicates on the forms, for tax purposes, the total amount of union dues paid by an employee.
- 5.10 Any administrative correspondence on the subject of advance deductions must be between the employer and the treasurer of the union.
- 5.11 The union sends to the employer a copy of the resolutions taken by the general assembly of members on the subject of dues.
- 5.12 Once per year, in the month of January, the employer sends to the treasurer of the union a photocopy of the last pay statement of the employees for the preceding year.

- 5.13 The employer remits to the union, once every three (3) months, along with the union dues, a distinct and up-to-date alphabetical list of all employees included in the bargaining unit. This list includes the following information for each of the employees:
- 1) name, first name;
  - 2) date of birth;
  - 3) home address;
  - 4) home telephone number, if available;
  - 5) employee status;
  - 6) hiring date;
  - 7) job and classification;
  - 8) hourly wage.
- 5.14 The external advisors of each of the two parties have the right to attend all meetings envisioned in these presents.
- 5.15 Any employee has the right to consult his file in the presence of an officer of the union. The employee may obtain, upon demand and at the expense of the employer, a copy of any document appearing in his file.
- 5.16 The employer remits to the union a copy of each of the following notices:
- a) vacant positions (where to be filled);
  - b) confirmations of the hiring of a new employee;
  - c) notices of transfer (except temporary) and of increases in wages;
  - d) resignations, dismissals, lay-offs and disciplinary warnings;
  - e) name of the temporary employees hired and the wage rates foreseen for their job;
  - f) name of the employees who have posted for a vacant position;
  - g) other notices envisioned in the agreement;
- 5.17 The employer makes available to the union, in the shipping department, a box in which the notices which are destined for the union are deposited.

## **ARTICLE 6      BULLETIN BOARDS**

- 6.01      The employer makes available to the union four (4) closed boards exclusively for union purposes for announcements regarding elections, meetings, negotiation developments and the internal affairs of the union. There shall be one of the said boards assigned to each of Montreal, Quebec City, Sherbrooke stations and the National Assembly. A key is remitted to the representative of the union. Such notices are provided in advance to the Human Resource Department and shall not be derogatory in nature.
- 6.02      The placement of these boards is determined by common agreement between the parties.
- 6.03      The union may place information documents destined for its members next to the bulletin board.

## **ARTICLE 7      UNION ACTIVITIES**

- 7.01      Permits for unpaid absence, for the duration of the activities enumerated below, are granted to employees mandated to attend meetings of the executive committee, congresses, conferences, and training sessions of the labour movement and other union activities. Except via commonly agreed derogation, the union presents, in writing, its requests for absence permits to the personnel office no later than fifteen (15) days before the said release. The employer reserves the right to limit the number of beneficiaries of such absence permits, having regard for business and operational requirements.
- 7.02      In order to prepare the work book of union demands on the occasion of the negotiation towards the renewal of the agreement, the employer grants an absence permit for a maximum of seven (7) work days, with pay, to a maximum of three (3) employees mandated by the union. Two (2) employees shall be from CKMI-TV Montreal, and one (1) from CKMI-TV Quebec City. The union must make the request at least thirty (30) days in advance.

Where the time off provided in the preceding paragraph is not sufficient to complete the work book, the employer will consider a request from the union for a reasonable extension, on a without pay basis.

The employer grants a permit of absence, without loss of salary, to a maximum of two (2) employees mandated by the union to attend negotiation, conciliation or mediation sessions or the arbitration of differences.

The negotiation committee is composed of employees of different jobs.

- 7.03 A member of the union executive is released, without loss of salary, to assist at sessions for the arbitration of grievances; the same applies for the complainant in the case of an individual grievance. They must, however, advise their immediate superior reasonably in advance.
- 7.04 The employer continues to pay the salary of those employees absent by virtue of paragraphs 7.02 and 7.03 (except for those days excluded by the second paragraph of paragraph 7.02). It sends to the secretary-treasurer of the union a detailed statement of account payable within thirty (30) days of its reception. The employer continues to contribute to the pension plan (if applicable), the social insurance plan and to unemployment insurance during these authorized absences.
- 7.05 The employees released by virtue of paragraphs 7.01 to 7.04 retain all the rights and privileges of the agreement as if they had remained at work.
- 7.06 Only the person duly mandated by the union executive, or its president, has the authority to request the releases for union activities.
- 7.07 The union may install a filing cabinet in an area designated by the employer; it may also use this area for union meetings and consultations. The area cannot, however, be used for assemblies or for votes related to collective negotiations or the triggering of pressure tactics or work stoppages.
- 7.08 At the request of the union, the employer releases, without pay, an employee to occupy a permanent union job with the Canadian Union of Public Employees (CUPE), the Quebec Federation of Labour (QFL) or an organism with which it is affiliated.
  - a) This unpaid leave is for a minimum duration of one (1) month. Only one (1) employee may be released, without pay, per year of the agreement, under the present paragraph.
  - b) A written request must be made by the union to the personnel department at least thirty (30) days in advance, including the name of the employee, the nature and duration of the absence. The employer undertakes to grant the unpaid leave requested.

- c) **If** the authorized unpaid leave is prolonged, a request must be made to the personnel department fifteen (15) days before the end of the envisioned leave.
- d) The employee retains his job and the employer may assign a temporary employee to this job.

7.09 For any matter dealing with the application of the agreement, any member of the union may be accompanied by a union officer or delegate at the time of a summons or the meeting with a representative of the employer.

7.10 The union furnishes to the employer, within thirty (30) days of the signing of the agreement, the names of its officers, delegates, and members of the grievance and labour relations committees. It also communicates to the employer any modification of this list within ten (10) days of the nomination or election of these members to different positions.

## **ARTICLE 8 LABOUR RELATIONS COMMITTEE**

8.01 The employer and the union undertake to maintain a committee which will be called the Labour Relations Committee.

8.02 The said committee is composed of four (4) persons. Two (2) persons are designated by the employer. Two (2) persons are designated by the union.

8.03 The employees who are members of the Labour Relations Committee participate, without loss of wages, in meetings of the said committee.

8.04 The mandate of the committee is to study and discuss any question (other than a grievance) related to production, operation and living conditions at work and to see to the application of the policy with regard to the education and training of the work force.

8.05 The committee meets once per month. If more Frequent meetings are necessary, the parties undertake to meet as quickly as possible.

8.06 The parties will work to find appropriate solutions for the problems discussed by the committee. At each committee meeting, a transcript is drafted and signed by the parties before the adjournment of the meeting.

8.07 The recommendations of the committee are presented as quickly **as** possible to the general manager.



## ARTICLE 9 DISCIPLINARY MEASURES

- 9.01 When an act done by an employee merits a disciplinary measure, the employer takes, according to the modalities hereinafter formulated, one of the four **(4)** following measures:
- a) verbal warning;
  - b) written warning;
  - c) suspension; or
  - d) dismissal.
- 9.02 Before imposing a measure envisioned in sub-paragraphs b), c) or d) of paragraph 9.01 or any other equivalent administrative measure, the employer gives to the employee a written notice of at least forty-eight **(48)** hours specifying the hour and place where he must present himself and indicates the reason and a brief description of the circumstances which gave rise to the summons as well **as** the fact that he has the right to be accompanied by a representative of the union. Copies of such notices are simultaneously transmitted to the union.
- 9.03 Any disciplinary measure is removed From the personal file of an employee and may not be invoked against him after twelve (12) months from its date in the case of a suspension or nine (9) months from its date in the case of a written warning, except where within those time periods, the employee has received a further suspension or written warning.
- 9.04 In the case of disciplinary measures. the onus of proof falls upon the employer.
- 9.05 Any suspension, dismissal or equivalent administrative measure must be the object of a writing addressed to the employee envisioned within fifteen (15) days of the knowledge of the alleged fault. mentioning the reasons and facts which apply. Copy of such notice is transmitted to the union or remitted to a member of the union executive in the twenty-four (24) hours which follow.
- 9.06 Only those disciplinary warnings where the employee and the union have been informed in writing, in conformity with the present article, may be placed in proof during an arbitration and may appear in the file of an employee.
- 9.07 Any employee for whom a disciplinary measure is intended may submit his case to the grievance procedure and then, if necessary, to arbitration.



- 9.08 In the case of a suspension, the employer pays to the employee who submits his case to the grievance procedure, fifty percent (50%) of his normal remuneration. This sum is reimbursed to the employer, if necessary, after the communication of the arbitral decision.
- 9.09 A suspension does not interrupt the service of an employee. During his absence, the employee and the employer maintain their contributions to the different plans envisioned in Article 22 of the agreement.
- 9.10 In the case of dismissal, if there is a contestation via the procedure for the settlement of grievances, the employee and employer maintain their contributions to the different plans envisioned in Article 22 of the agreement until an agreement is reached between the parties or an arbitral decision is rendered.

## **ARTICLE 10 PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES**

- 10.01 It is the firm desire of the employer and the union to resolve all grievances within a maximum of twelve (12) months following their filing.
- 10.02 When a grievance arises concerning the application, violation or interpretation of the agreement, the employee who wishes to file a grievance must, through the intermediary of the union, in the fifteen (15) days from the event which gave rise to the grievance or in the fifteen (15) days from the knowledge that he has of that event, accompanied by a member of the Union Grievance Committee, submit it in writing to his immediate superior.
- With regard to a grievance concerning the application, violation or interpretation of the agreement, the union may file a grievance for and in place of the employee, within the same time period.
- 10.03 The immediate superior communicates the response of the employer, in writing, to the employee concerned and the union, within seven (7) days of the submission of the grievance.
- 10.04 When a collective grievance arises, that is to say a grievance of the same nature regarding more than one employee, the grievance is submitted in writing by the union within thirty (30) days of the event which gave rise to the grievance. The said grievance is submitted to the general manager or to the person responsible for labour relations.

When a grievance arises concerning the interpretation or application of the agreement, between the employer and the union, the grievance is submitted, in

writing, to the general manager or the person responsible for labour relations, or to the president of the union, whichever is the case, within thirty (30) days of the event giving rise to the grievance.

The party who receives the grievance communicates its response, in writing, to the other party within ten (10) days of the reception of the grievance.

- 10.05 In a case where the employee who wishes to formulate a grievance is assigned outside the studio, station or his/her normal out-of-town location (as the case may be) at the moment when the event giving rise to the grievance occurs, the delay for formulating such a grievance begins to run from the date of the return of the employee.
- 10.06 If the response envisioned in paragraph 10.03 or the response to any other grievance is not satisfactory or is not given within the delays, the Union Grievance Committee, composed of two (2) members meets the person responsible for labour relations within twelve (12) days of the transmission of the response or the expiry of the delay to give that response
- 10.07 If there is no agreement, the grievance is submitted to the procedure provided in paragraphs 10.09 and following.
- 10.08 A summary of the meeting is drafted immediately and is signed by the representatives of the parties.
- 10.09 The selection and appointment of the arbitrator shall be made in sequential order from the following list by order of date of filing of each grievance:

- 1) Claude H. Foisy
- 2) Harvey Frumkim
- 3) Jean-Pierre Lussier
- 4) Daniel Lavery
- 5) Lyse Tousignant

By agreement between the parties, the same arbitrator may be seized simultaneously of several grievances when there exists an interest that these grievances be heard together.

- 10.10 The arbitrator may not change, modify or alter the terms of the agreement, nor may he add anything whatsoever to it.

- 10.11 The arbitrator seized of a grievance contesting a disciplinary measure or an administrative measure may:
- a) restore the employee concerned in all his rights, with full compensation;
  - b) maintain the disciplinary or administrative measure;
  - c) render any other decision that is just and equitable in the circumstances;
  - d) order the employer to pay interest at the current rate on any sum that the employer must reimburse to the employee from the date when each payment should have been made.
- 10.12 Each of the parties defrays in equal parts the expenses and fees of the arbitrator.
- 10.13 A technical error in the written formulation of a grievance does not result in the annulment of that grievance and may be corrected at any time before it is taken under advisement.
- 10.14 The delays envisioned in the present article are mandatory but may be extended by a common agreement established in writing and signed by both parties.
- 10.15 The employer and the union are in agreement to grant priority to grievances concerning dismissal, suspension or disciplinary warning, or any other equivalent administrative measure.
- 10.16 Nothing in the present article has as its effect to prevent an employee from discussing any problem with his immediate superior and the same applies with regard to the union with the employer.
- 10.17 The arbitral award must be rendered within sixty (60) days of the last session of the hearing. The decision of the arbitrator is final and binds the employer, the union and the employee or employees concerned. This decision must be executed within the delays indicated in the decision of the arbitrator. Should the decision of the arbitrator be rendered outside the delays fixed in the present paragraph, the parties conform to the decision, despite the absence of jurisdiction of the said arbitrator.
- 10.18 Before bringing a grievance to arbitration according to the above-outlined procedure, the parties undertake to discuss the possibility of resorting to the mediation of the grievance. The mediator cannot impose a decision on one or another of the parties.

## **ARTICLE 11 SENIORITY**

11.01 The right of seniority is recognized for the regular employee, from the first day of his last hiring date.

The regular employee loses his seniority in the following instances:

- a) resignation;
- b) dismissal for just cause;
- c) taking of retirement;
- d) absence without reason of more than three (3) consecutive days;
- e) lay-off exceeding twelve (12) months:
- f) if he fails to return to work. at his regular position, in the ten (10) days following the reception of a notice of recall sent by registered mail to his last known address, with a copy to the union;
- g) after twelve (12) months of an appointment to a job outside the bargaining unit.

11.02 The regular employee retains and accumulates his seniority in the following cases:

- a) in the case of absence from work following illness or accident;
- b) in the case of absence from work by reason of maternity or parental leave, in conformity with article 34;
- c) in the case of absence from work for union activities for a period not exceeding two (2) years;
- d) in the case of unpaid leave.

11.03 If he so desires or if the employer does not judge his performance satisfactory, the employee appointed outside the bargaining unit is reintegrated within the unit during the twelve (12) months following his nomination, with seniority acquired since his hiring and all rights and privileges accumulated from the moment of his nomination.

11.04 The employer provides, within sixty (60) days following the signature of the agreement, a list indicating the seniority of each employee, and this list is updated

every six (6) months, and a copy of this list must be remitted to the president of the union.

- 11.05 The employer lists all employees by order of seniority and makes such list available to all employees upon their request.

## **ARTICLE 12 CLASS AND JOBS**

- 12.01 For the purposes of the salary schedule as in Schedule 1 hereto the following shall apply:

CLASS 1 \*Receptionist/Shipping  
\*Editorial Assistant/Autocue

CLASS 2 \*Videotape Librarian  
\*Administrative Coordinator  
\*Human Resource Assistant

CLASS 3 \*Programming & Office Services Coordinator  
\*Editorial Assistant/Researcher  
\*Videotape Operator  
\*Promotions Coordinator  
\*Traffic Coordinator  
\*Chyron Inifinit Operator  
\*Production Assistant  
\*Accounting Coordinator

CLASS 4 \*Robotics CCU Operator  
\*Camera/Editor  
\*Electronic Graphic Artist  
\*Audio Operator

**CLASS 5** \*Promotions Producer  
 \*Weather/Reporter  
 \*Technical Maintenance/MIS  
 \*Technical Director  
 \*Line-Up Editor  
 \*Reporter  
 \*Photojournalist  
 \*Avid Editor  
 \*News Production Editor  
 \*Microwave Engineer  
 \*Field Producer  
 \*Master Control Operator  
 \*Traffic Reporter

**CLASS 6** \*Reporter/Anchor  
 \*Senior Technical Maintenance/MIS  
 \*Producer  
 \*Director  
 \*Director/Coordinator  
 \*Technical/ Producer

**CLASS 7** \*Anchor/Writer  
 \*Technical Maintenance/MIS Supervisor  
 \*Supervising Director  
 \*Assignment Editor  
 \*Supervising Technical Director  
 \*Supervising Camera/Editor

**CLASS 8** \*Senior Producer News  
 \*Senior Anchor/Host

### **ARTICLE 13 CLASSIFICATION PLAN MECHANISM**

- 13.01 Job summaries outlining the primary tasks of the respective jobs are **as** set forth in Schedule 3 hereto. The job summaries are not intended to outline all the tasks inherent in the job. No employee has a proprietary right to perform certain tasks, nor a right to refuse to perform an assigned task.
- 13.02 When a new job is created or when an existing job is substantially modified, the employer enumerates the duties, and; determines the appropriate salary group to which the job is assigned jointly with the union.

The employer puts in place the posting procedure envisioned in article 19. If there is disagreement between the parties as to the appropriate salary group, the posting makes reference to the disagreement.

- 13.03 In the case where an employee establishes:
- a) that the primary tasks required of the job no longer reflects the tasks contemplated by the job summary.
  - b) that the task he occupies is substantially modified by the employer;
- he may submit the case to the union, in writing, with a copy to the employer.
- 13.04 When the union is seized of a case, a member of the union may, upon request, be released, with pay, to verify the primary tasks of the job, on the work premises, with the employee or employees and the representatives of the employer concerned.
- 13.05 If there is no agreement between the union and the employer on a case envisioned in paragraphs 13.02 or 13.03, a party may submit the case to arbitration in conformity with the procedure envisioned in article 10.
- 13.06 The employee concerned may attend this arbitration without loss of pay.
- 13.07 The powers of the arbitrator are limited to the points at issue which are submitted before him and to the proof presented based on what has been submitted to him relative to article 13.02 and 13.03. The arbitrator has power to determine the salary group to which any job, affected by article 13.02 and 13.03, is to be assigned. The arbitrator however may not create a new salary group, and in determining the appropriate group for the job in question shall apply the concept of equal pay for work of relatively equal value as between the job in question and other jobs set forth in article 12.
- 13.08 The decision of the arbitrator is final and binds the parties. His expenses and fees are divided in equal parts.
- 13.09 Any re-adjustment, including wages, resulting from an agreement or an arbitral decision, has an effect retroactive to the date of submission of the case before the employer, envisioned in paragraph 13.03 or as of the date of posting, envisioned in paragraph 13.02.
- 13.10 Upon reclassification to a more remunerative salary class, the employee is integrated in the same fashion as he would be for a promotion.

- 13.11 Upon reclassification to a salary class of equal remuneration level, the wage rate of the transferred employee remains unchanged.
- 13.12 Upon reclassification to a salary class of less remunerative, the employee is integrated in his new salary group and retains his wage rate and continues to benefit from the statutory increases envisioned in the agreement.

#### **ARTICLE 14 TEMPORARY ASSIGNMENT**

- 14.01 During the month of January of each year, the employer establishes a list of all jobs covered by the bargaining unit. Such list is remitted to each employee to permit him to signal his interest in occupying, via temporary assignment, one or several jobs other than his own.

As well, the employer periodically updates the list and posts it in an appropriate place.

- 14.02 In the case of temporary assignment, the employer considers he who has indicated his interest in this job, to the extent that he is qualified and capable of fulfilling it in a satisfactory manner.
- 14.03 The employee temporarily assigned to a job belonging to a less remunerative level retains the rate of the more remunerative salary class.
- 14.04 Should an employee be temporarily assigned by his/her appropriate Management Supervisor to perform work in a higher salary group than the salary group to which he/she is permanently assigned, he/she shall be paid an additional amount as follows per tour of duty:

Upgrade by 1 or 2 Classes: \$16.00 effective upon date of ratification  
\$17.50 effective September 1, 2005

Upgrade by 3 or more classes: \$21.00 effective upon date of ratification  
\$22.00 effective September 1, 2005

At the time of the temporary assignment the employee shall be advised that he/she is so assigned and that article 14.04 herein applies. Such temporary assignment shall be noted on the employee's daily time sheet.

- 14.05 The employer may not temporarily assign an employee to a job which has become vacant because of the departure of its holder or by the abolition of the job for more



than a maximum continuous period of three (3) months, unless it **is** to replace another employee who is away on authorized leave. The fore-mentioned time period may be extended by mutual agreement between the employer and the union. Such mutual agreement shall not be unreasonably withheld.

- 14.06 In the event that an employee is invited to participate as a talent on a program, to be performed not in conjunction with his normal duties, he receives for his participation the following remuneration.

<u>In front of camera</u>		<u>Off Camera</u>	
01 to 15m.	92.00\$	01 to 15m.	69.00\$
16 to 30m.	179.00	16 to 30m.	99.00
31 to 45m.	197.00	31 to 45m.	120.00
46 to 60m.	226.00	46 to 60m.	137.00
61 to 90m.	251.00	61 to 90m.	150.00

Quarter of hour extra: paid pro rata, by talent fee.

The periods of work for which an employee receives a talent fee do not form part of his regular work schedule. They are considered as special assignments of work for which he receives special remuneration as provided in article 14.06.

## **ARTICLE 15    TECHNOLOGICAL CHANGE**

- 15.01 The provisions of this article 15 are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.

In this section "technological change" means:

- a) The introduction by the employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,
- b) **A** change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

- 15.02 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is **as** follows:

- 15.03 The employer 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 employer plans 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.
- 15.04 Upon receipt of a request by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions.
- 15.05 **An** employee who is displaced through technological change may:
- a) Seek to invoke any seniority job rights he/she holds pursuant to the agreement;  
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 provided in article 18 of this agreement. An employee may elect to receive his severance pay by the continuance of his regular salary for the number of weeks envisioned by article 18.06 or the employee may elect to receive his severance pay on the basis of a lump sum payment.
- 15.06 Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to **perform** satisfactorily in another job after a reasonable training period, the employer will provide reasonable re-training.
- 15.07 The severance payment as in article 15.05 (c) shall be deemed to include any severance payment required pursuant to any statute. When an employee has received the whole of his severance pay, he shall no longer hold seniority or employment rights.

- 15.08 Notwithstanding that a "technological change" may not cause the procedure set forth in article 15.03 to become operative. where the employer introduces, replaces, and/or modifies equipment which results in the lay-off of an employee, article 15.05 and 15.06 only shall apply to the affected employee. The employer shall nonetheless give as much notice in advance of the lay-off to the Union and to the affected employee as is reasonably possible.
- 15.09 In recognition of the above, Sections 52, 54 and 55 of the Canada Labour Code shall not apply, except where a technological change causes the lay-off of twelve and one-half (**12 1/2%**) percent or more of the bargaining unit employees.
- 15.10 **An** employee affected by the technological change shall be given notice pursuant to article 15.03.

In the event the foregoing provisions or any other provision of the collective agreement provides an obstacle to the parties in the creation of reasonable solutions to the work place and/or work related issues affecting employees, the employer and the Union by mutual agreement in writing may implement any reasonable solution, notwithstanding the foregoing or any other provision of the collective agreement.

## **ARTICLE 16 PROVISIONS REGARDING REGULAR PART-TIME EMPLOYEES**

The parties agree to recognize the principle that the employer may hire part-time employees as defined in clause 2.12 (b) of the collective agreement. The employer will not use part-time employees for the express purpose of eliminating or replacing existing full-time employees or to avoid the recall of employees from lay-off.

The part-time employees are covered by the collective agreement and enjoy all the advantages envisioned in the agreement, pro rated over the hours worked, under reserve of the following provisions:

- 16.01 The seniority of a part-time employee is equal to the number of hours worked for the employer.

For purposes of converting the hours of seniority into years, one thousand nine hundred fifty (1950) hours equals one (1) year.

The part-time employee may not use his seniority against a regular full-time employee in cases of a lay-off.

- 16.02 The holidays envisioned in the present collective agreement are remunerated if they fall on a day where the employee would normally have worked.

Should the employee not be able to benefit from twelve (12) days pro rated over his paid hours for the year ending December 31, the employer will pay him the difference, in money, during the second pay period in January.

- 16.03 Taking into account his years of service, the part-time employee accumulates vacation credits in the same fashion as does a full-time employee, but these credits are established pro rata in relation to the work week of the part-time employee.

- 16.04 In all cases of special leave, the part-time employees may benefit only when such leave coincides with the days where they would have been at work.

- 16.05 Concerning clause 24.13, the part-time employee will only benefit from a pro rated work week.

- 16.06 The part-time employee has the right to annual sick credits established in hours. The accumulated hours are calculated by dividing the number of hours envisioned in the normal work week by five (5) at the end of each month. Where the employee works more hours than originally envisioned, the employer will at June and December of each year adjust the sick leave credits to reflect the additional regular hours worked

A part-time employee on sick leave will receive sick leave pay based upon the number of hours he was scheduled to work on the day he became sick, provided the employee has a sufficient number of sick leave credits.

If a part-time employee becomes ill and their sick leave records, at that time, indicate no remaining sick days, a calculation of sick-leave credits earned from the last date of calculation of either June or December will be made to determine if the employee has sick leave credits.

Part-time employees are not covered by the different group insurance plans except according to the modalities which are envisioned in such plans.

- 16.07 The part-time employee who performs work beyond seven and one-half (7.5) hours in a day or beyond thirty-seven and one-half (37.5) hours in a week will be remunerated at an overtime rate.

The part-time employee who has performed work on seven (7) consecutive days in a week, shall be remunerated at an overtime rate for all hours worked on the seventh day which shall for calculation purposes be deemed the longest day worked during the work week, regardless of whether the employee has performed thirty-seven and one-half (37.5) hours during the week.

- 16.08 The passage from one level to another on the wage scale is calculated as a function of hours worked in relation to those of a full-time employee.

## **ARTICLE 17 PROVISIONS REGARDING TEMPORARY EMPLOYEES**

- 17.01 "Temporary employee": means as defined in article 2.11.

- 17.02 The minimum period for which a temporary employee may be hired is four (4) hours.

- 17.03 Where the employer decides unscheduled overtime is to be performed, the same shall first be offered to available regular employees who are qualified to perform the work.

In instances where overtime is required, during a work in progress, in a position already occupied by a temporary employee, this time may be performed by that temporary employee.

- 17.04 The temporary employee is governed by the provisions of the agreement except those regarding the indemnity paid to the regular employee who is laid-off as well as those regarding annual vacation, sick leave, group insurance and retirement plan. **As** compensation in this regard, the temporary employee receives eight percent (8%) of his gross wages (basic wage rate, including overtime).

The temporary employee hired for a period of at least one (1) year participates in the short-term insurance plan without conversion privileges upon departure.

- 17.05 The hiring of a temporary employee may not have as an effect the elimination, bumping or lay-off of a regular employee. It may also not prevent a vacant position from being filled, where there is sufficient on-going work to justify filling the position with a regular employee.

- 17.06 The temporary employee may apply for any vacant position posted in conformity with article 19. If no candidature of a regular employee is retained, the position may be offered to a temporary qualified employee who has applied.
- 17.07 The temporary employee who becomes a regular employee must complete his probationary period of twenty-six (26) weeks of continuous service, like any new regular employee.
- However, if the temporary employee has occupied a position in the same job as that for which he has become a regular employee, three quarters of the time occupied in this job as a temporary employee are credited in his probationary period.
- 17.08 At the time of hiring of a temporary employee, the employer informs the Union in writing within two (2) weeks from the date of hire.
- 17.09 The employer remits to the Union, once every three (3) months, a distinct, alphabetical list of all temporary employees hired since the signing of the agreement and indicating the number of days worked since their hiring.
- 17.10 Before hiring a temporary employee to fill a position temporarily deprived of its holder, the employer first favours the assignment of a regular employee who satisfies the requirements of the job, and who can be released from his normal duties in order to perform the temporary position.
- 17.11 Time at work required by an employer on a paid holiday is first offered to regular employees of the job for which the time is required. Should no regular employee be available, the employer may use a temporary employee.
- 17.12 The temporary employee who does not work a paid holiday **has** the right to remuneration established in the following manner:
- a) if he has worked less than ten (10) days in the last twenty (20) work days, he receives 1/20 of his wages earned during these twenty (20) days;
  - b) if he has worked at least ten (10) days in the last twenty (20) work days, he receives his normal daily wages.
- 17.13 The employer grants, to the temporary employee who has worked full time for fifty-two (52) weeks, two (2) weeks of unpaid vacation at a time decided by agreement between the parties.

**ARTICLE 18 LAY-OFFS**

- 18.01 In the event that the employer finds it necessary to implement a lay-off, he gives a notice of thirty (30) days to the laid-off employee, with a copy to the union.
- 18.02
- a) Seniority of each employee determines he whom the lay-off will affect. The lay-off is effected respecting general seniority, as envisioned below.
  - b) The employee with the least seniority in the job where the reduction of personnel is occurring is bumped.
  - c) The employee thus bumped may avail himself of his seniority and bump the employee who has less seniority in another job of his choice, on the condition that he is qualified to fulfill the job in a satisfactory manner.
  - d) Each employee thus bumped may exercise his seniority rights in the above-described manner.
  - e) The last employee bumped is inscribed on the recall list.
  - f) **An** employee may avail himself of his seniority and bump the employee who has less seniority in the position of Anchor/Writer, Senior Anchor/Host or Reporter/Anchor provided the employer determines he is best suited to the Anchor/Writer, Senior Anchor/Host or Reporter/Anchor position.
- 18.03 Where there is an abolition of regular jobs, the employer must first dispense with the temporary employees and the probationary employees in those jobs. The employer however shall not be required to dispense with a temporary or probationary employee where a regular employee is not qualified to perform the work for which the temporary or probationary employee was hired.



18.04 The recall to work is done by order of general seniority, provided that the employee is qualified to perform the job.

- a) When an employee inscribed on the recall list is recalled to his original job, he is obliged to accept the recall unless there is a significant reason otherwise or if the employer has not respected the twenty-four (24) hour notice.
- b) When an employee inscribed on the recall list is recalled to another job for a period of five (5) days or more, he is obliged to accept the recall unless there is a significant reason otherwise or if the employer has not respected the twenty-four (24) hour notice.
- c) When an employee inscribed on the recall list is recalled to another job for a period of less than five (5) days, the employee is not obliged to accept the recall.

18.05 The employee thus recalled and who agrees to occupy a job that is offered to him, is remunerated at the rate of the job to which he is recalled in conformity with article 14, taking into account the job and the level that he occupied at the moment of his lay-off.

18.06 Lay-off indemnities

- a) Employees hired before November 1, 1994.

The employer gives to the regular employee who is laid-off, six (6) weeks of wages plus two (2) weeks of wages per three (3) months of seniority for the first twelve (12) months of seniority, and four (4) weeks of wages per six (6) months of seniority for the additional years and this, until a level of three (3) years of seniority, with, in every case, a minimum of eight (8) weeks of wages.

For any additional seniority, the regular employee who is laid-off receives three (3) weeks of salary per six (6) months of seniority, until a maximum of fifty-two (52) weeks, according to the following table:

<u>Accumulated seniority</u>	<u>Employees hired before Nov. 1, 1994</u>
	<u>Weeks of salary</u>
0 to 12 months	14 (min. 8)
2 years	22
3 years	30
4 years	36
5 years	42
10 years	52
15 years	52
20 years	52

b) Employees hired after November 1, 1994.

The employer gives to the regular employee who is laid-off, an indemnity equal to the number of weeks envisioned in the preceding table, until a maximum of twenty-six (26) weeks.

<u>Accumulated seniority</u>	<u>Employees hired after Nov. 1, 1994</u> <u>Weeks of salary</u>
0 to 12 months	7 (min. 4)
2 years	11
3 years	15
4 years	18
5 years	21
10 years	26
15 years	26
20 years	26

- 18.07 The said indemnity is payable in installments at each pay period, each corresponding to the semi-monthly salary and for an amount corresponding to the number of weeks to his credit. The first of the said indemnities is payable on the ~~first~~ semi-monthly pay period following the lay-off of the regular employee and so forth, until the credits are exhausted.
- 18.08 If the regular employee is recalled to work before the exhaustion of his credits, the indemnity ceases immediately. If, following this recall, the regular employee returns to work and is subsequently laid-off again, he receives the balance of indemnities to his credit, as well as the additional indemnities corresponding to his last employment period.
- 18.09 The regular employee who is laid-off who decides to inscribe himself on the recall list remains inscribed thereon for a period not exceeding twelve (12) months from the dates of his/her last lay-off. The regular employee whose name no longer appears on the recall list is inscribed on the list of temporary employees as a temporary employee.
- 18.10 The regular employee may, at his own choice, request the reception of the ~~totality~~ of indemnities to his credit in one single payment. In this case, the employee must tender his resignation.

### 18.11 Supplementary Unemployment Insurance Benefits Plan

The regular employee who is laid off temporarily who, following a request for benefits in virtue of the Unemployment Insurance Act, is admissible for such benefits, has the right to receive, during his temporary lay-off, an amount equivalent to twenty-five percent (25%) of the weekly unemployment insurance benefits that he receives, and this, during a number of weeks which is equivalent to the duration of his lay-off.

- a) The employer will give to the employee, for a period of two (2) weeks, in such fashion so as to cover the waiting period in the sense of the unemployment insurance plan. an indemnity equal to eighty-two percent **(82%)**(57% + 25%) of his base salary.
- b) The total of the amounts received by the employee in unemployment insurance benefits, in supplementary unemployment insurance benefits and in other remuneration, may not exceed ninety-five percent (95%) of the regular weekly salary paid by the employer.
- c) The indemnity given by virtue of paragraph a) is given solely **as** a supplement to unemployment insurance benefits for a temporary work shortage and for which the Unemployment Insurance Act makes no provision.
- d) The employer finances the payments provided by the plan and keeps a distinct accounting for them.

Any balance of funds must, at the expiry of the plan, return to the employer or serve as payment of supplementary benefits or as payment of administrative fees of the plan.

- e) Once approved by the Canadian Employment and Immigration Commission, this plan comes into force without retroactive effect for the duration of the collective agreement as envisioned in article 47. Any change brought to the plan is submitted to the Canadian Employment and Immigration Commission via written notice within thirty (30) days following the date of coming into force of the change.
- f) The payments with regard to annual guaranteed remuneration, deferred remuneration and departure indemnities are not increased or diminished by the payments received by virtue of this plan.

## ARTICLE 19 POSTING - VACANT POSITIONS

- 19.01 When there is a vacant position of a permanent nature, or the creation of a new job covered by the agreement, it is posted for seven (7) days and a copy of the notice of posting is transmitted immediately to the union.
- 19.02 If the employer decides not to post the position, he so informs the union within fourteen (14) days of the vacancy, indicating the reasons.
- 19.03 The indications which must appear on the posting are
- a) the title and description of the job;
  - b) the wage scale, class and group;
  - c) geographic location and department;
  - d) the period of posting;
  - e) the requirements of the job;
  - f) the posting number;
  - g) the initial work schedule;
  - h) the initial number of hours in the case of part-time positions
- 19.04 The employee who wishes to fill the vacant position must so inform his management supervisor in writing, with a copy to the Human Resource department and the union. The employer shall acknowledge in writing receipt of such written notice.
- 19.05 Any candidature submitted outside the envisioned delay may not be retained.
- 19.06 The vacant position is granted to the employee who has the most seniority amongst those who have applied on the condition that:
- a) in the case of Reporter/Anchor and Anchor/Writer and Anchor/Host positions, the selection should be based on the best qualified of qualified applicants. Where two (2) or more satisfy the foregoing, seniority shall prevail.
  - b) in the case of all other positions, on the conditions of the senior applicant being qualified.
- 19.07 In the seven (7) days from the end of the posting period, the employer informs each candidate and the union, in writing, of the name of the chosen candidate. The candidate chosen receives the salary of his new job as soon as he occupies it or as soon as his replacement is himself assigned to his new job. The employer posts the position which has been vacated by the promoted employee the same day (if it is to

be filled) that this employee is advised of his promotion, failing which this employee receives immediately the salary of his new job.

- 19.08 The employee to whom the vacant position is granted may, in the thirty (30) days following his movement, return to his old job if he so desires or if the employer does not judge his performance satisfactory. The employer provides the employee any information necessary to familiarize himself with his new job.
- 19.09 When a vacant position is granted to an employee who has temporarily filled it during fifty (50) work days during the twelve (12) preceding months or for thirty (30) days of work immediately preceding the posting, the period envisioned in paragraph 19.08 is reduced to ten (10) work days.
- 19.10 No new employee may be hired so long as there are employees on lay-off retaining their right of recall and are qualified to fill the vacant position in a satisfactory manner.
- 19.11 Upon promotion, the employee receives the wage rate of his new class.
- 19.12 Upon transfer, the wage rate of the transferred employee remains unchanged.
- 19.13 Upon demotion, the employee receives the wage rate of his new class.

## **ARTICLE 20 HEALTH AND SAFETY**

- 20.01 The parties agree that it is in their reciprocal interest to apply, in their integrity, the pertinent provisions of the applicable laws to the extent that they are in force on the date of the signing of the agreement, as well as the other provisions of the said laws, at such time as they will come into force, as well as the modifications to the said laws adopted subsequently and which have as their object the amelioration of the health and security plan.
- 20.02 A committee of four (4) members is formed. Two (2) members are designated by the employer and two (2) by the union. The committee meets once per month on a date agreed between the members of the committee. Its role is:
  - a) to inform and sensitize the employees and employer concerning questions of health and safety at work;
  - b) to promote training in matters of health and safety;

- c) to have performed outside expert analysis of situations that are potentially dangerous for health and safety;
- d) to investigate the causes of accidents or injuries.

- 20.03 The employer provides the necessary protective clothing and the safety devices to employees charged with executing jobs which require their use. The wearing of these clothes and devices is obligatory.
- 20.04 The employee may not be held responsible for the normal or accidental deterioration of protective clothing or safety devices provided by the employer. Where the clothing provided by the employer becomes damaged or lost due to unusual circumstances the employer may provide, at its expense, replacement clothing.
- 20.05 The employer may not force an employee to climb a tower if he does not have the necessary aptitude to do so.
- 20.06 The employer makes first-aid kits available to the employees in different places in its establishment. It also installs security lights and takes the necessary measures to assure the highest degree of comfort possible to its employees in case of electrical failure and snow storm.
- 20.07 Considering the inherent risks of work performed by transmitters, the employer and the employees agree that a person will never find himself alone in such areas.

## **ARTICLE 21 WORK ACCIDENTS**

- 21.01 In the case of an accident or illness occurring on the premises, during the hours of work of an employee, the employer undertakes to provide first-aid for him and to have him transported, without cost, either to the doctor or to the hospital, if necessary. This employee is paid for the balance of his regular hours of work the day of the accident or the day upon which he contacted the industrial illness, provided that the nature of the injuries or the illness be such that he is prevented from returning to work.
- 21.02 The employee who suffers a permanent partial incapacity following an industrial illness or work accident recognized as such by the CSST, preventing him from occupying the position he previously occupied, is placed, without posting, in another position that is to be filled provided that his condition permits him to occupy that position and that he is able to fulfill the position in a satisfactory fashion.

- 21.03 The employee replaced in a position in conformity with paragraph 21.02 is remunerated in conformity with the provisions of paragraph 39.08 when the wage rate of his new job is inferior to that of his previous job.
- 21.04 The employee who is victim of an illness contracted or of an accident suffered by the fact or on the occasion of work is compensated by the employer for the net difference between the amount paid by the CSST and his regular salary.
- 21.05 This compensation is paid during a maximum period of six **(6)** months from the illness or accident.
- 21.06 Nonetheless, during the first four **(4)** weeks of incapacity, the employer pays to the employee his regular salary and the employee undertakes to reimburse the employer when the CSST payment is made.
- 21.07 The employer undertakes to defray all the costs of repairing or replacing glasses, prosthetic devices and clothes which are damaged or destroyed during a work accident recognized as such by the CSST.
- 21.08 If he is capable, the employee must take his claim to the attention of the employer, after the accident.
- 21.09 No later than thirty (30) days following confirmation by the CSST, the employer pays all the expenses envisioned in paragraph 21.07.

## **ARTICLE 22 INSURANCE PLAN**

- 22.01 The employer undertakes to implement a group insurance plan effective within ten (10) days from the signing date of this agreement. The plan shall provide coverage **as** follows:
- Life insurance
  - Accidental Death and Dismemberment Insurance (A.D. & D.)
  - Life (Dependents)- optional
  - Health Plan
  - Dental Plan
  - Long Term Disability (LTD) Plan
  - Wage Indemnification (WI - otherwise referred to **as** “short term disability” plan)

- a) The employer and employee will share equally (50/50%) in the total premium costs of the coverage of the aforementioned.
- b) The total premium costs however shall be assigned so that the premium costs respecting the LTD plan and the WI plan are payable by the employee, in the result the LTD plan and the WI plan are an employee-pay-all plan.

## **ARTICLE 23 SICK LEAVE**

23.01 A regular employee accumulates, retroactive to his date of hiring, one (1) day of sick leave per month of service, until an amount of thirty (30) days has been accumulated.

23.02 One (1) month of service means one (1) calendar month during which the employee worked at least one (1) day. Vacation days are considered as days worked.

Upon return from a prolonged illness, the employee who used up his sick leave may, upon authorization of the employer, absent himself from work without loss of salary for the necessary duration of his medical examinations or treatments.

In this event, the employer may demand a medical certificate from the attending physician.

23.03 In the case of an apparent abuse, or in the case of absence for illness exceeding three (3) consecutive days, the employer may demand a medical certificate.

23.04 Any employee wishing to benefit from sick leave has the right to receive his full salary only during the period corresponding to the number of days of sick leave accumulated to his credit, at the time of his absence.

23.05 The employer, at its discretion and its cost, may have an employee on sick leave examined by a physician of its choice.

23.06 A sick employee is required to notify the employer as early as possible, whatever the duration of the illness.

23.07 The number of days of sick leave accumulated to the credit of an employee on the date of the signing of the agreement is not reduced by the employer.

23.08 When an employee is eligible for benefits of the salary insurance plan, the employer, upon request, pays the indemnity envisioned in the salary insurance plan for all pay



periods that the employee was absent, on the condition that the employee has provided the appropriate form within ten (10) working days following his eligibility.

- 23.09 The employee reimburses the employer the sums that the employer paid to him by virtue of paragraph 23.08 once payment is made by the insurer.
- 23.10 Where an employee has worked more than five (5) hours of his assigned shift and he becomes ill, the employer shall grant leave with pay and without deductions to his sick leave credits.

## **ARTICLE 24 MATERNITY LEAVE**

- 24.01 Subject to the provisions of the Canada Labour Code for Maternity/Parental Leave, the employer grants to any regular employee, at the time of her pregnancy and her delivery, a maternity/parental leave to a maximum duration of fifty-two (52) weeks which under reserve of paragraph 24.11 must be consecutive. In any event, the employee must make such request at least four (4) weeks prior to the start of her leave and such request must be supported by a certificate from her attending physician attesting to her condition and the probable date of delivery.
- 24.02 The delay in presenting the notice envisioned in paragraph 24.01 may be less if a medical certificate attests that the employee must leave her employment earlier than envisioned. In unforeseen cases, the employee is exempted from the notice formality, under reserve of the production to the employer of a medical certificate attesting that she must leave her employment without delay.
- 24.03 The employee who delivers a stillborn child after the start of the twentieth week prior to the envisioned delivery date, also has the right to maternity leave for a maximum period of ten (10) weeks after delivery.
- 24.04 The distribution of maternity leave, before and after delivery, is the prerogative of the employee and includes the delivery day.
- 24.05 The pregnant employee may undergo medical examinations without loss of salary.

- 24.06 The employer must inform all personnel when there is declared a case of infectious disease which may endanger a pregnant employee or the fetus, according to the warning of a physician of the employee and a physician of the employer. In any such case, the pregnant employee has the right to unpaid leave in addition to that envisioned in paragraphs 24.01 to 24.05, as long as the danger exists, according to the warning of the physician of the employee and the physician of the employer.
- 24.07 The pregnant employee who provides the employer with a medical certificate attesting that the conditions of her work involve physical danger for the child to be born or, because of her condition of pregnancy, for herself, may ask to be assigned to tasks that do not include such dangers and that she is reasonably able to accomplish.
- 24.08 The employee who provides the employer with a certificate attesting that the conditions of her work involve dangers for the child that she is nursing, may ask to be transferred to tasks that do not involve such dangers and that she is reasonably able to accomplish.
- 24.09 If the requested assignment is not made immediately, the employee may stop working until the assignment is made, until the date of her delivery or until the end of her nursing period, whichever the case.
- During this leave, the employee is governed, with regard to her indemnity, by the Occupational Health and Safety Act of Quebec with regard to the preventive removal of the pregnant worker or the worker who is nursing.
- 24.10 The employee thus assigned to another job retains the right and advantages attached to her regular position.
- 24.11 The employee who delivers prematurely and where the child is consequently hospitalized, has the right to a discontinuous maternity leave. She may return to work before the end of her maternity leave and complete it when the condition of the child no longer demands special care.
- 24.12 Subject to article 24.13 the employee benefits from all the rights and advantages which are attached to her employment. As well, she benefits during the whole of her maternity/parental leave from the group insurance plans, on the condition that she pays her portion of the contribution by way of post-dated cheques given to the Human resource Department prior to her departure for maternity/parental leave.

- 24.13 The employee who, following a request for benefits in virtue of the employment insurance plan, is declared admissible for such benefits, has the right to receive, during her maternity/parental leave:
- a) During the two (2) week waiting period, an indemnity equal to ninety-five percent (95%) of her regular salary:
  - b) While she receives employment insurance benefits, and this for a maximum period of eighteen (18) weeks she shall receive, a complementary indemnity equal to the difference between ninety-five percent (95%) of her regular salary and the employment insurance benefit that she receives.

The total amount received by the employee in employment insurance benefits, supplementary employment insurance benefits and other remuneration, may not, however, exceed ninety-five percent (95%) of the regular salary paid by the employer.

The maternity/parental leave indemnities are paid only as a supplement to employment insurance benefits or as a payment during a period of employment caused by a maternity/parental leave and for which the employment insurance plan makes no provision.

- 24.14 In the event the employee does not have an entitlement to the indemnity provisions set forth in Article 24.13 in regards to the last three (3) weeks of her maternity, she shall receive one hundred percent (100%) of her regular salary for the last three (3) weeks of her maternity leave.
- 24.15 Upon her return from maternity leave, the employee remits to the person responsible for labour relations a certificate from her attending physician attesting that she is sufficiently recovered. She is thus reintegrated in her previous position with all rights and advantages attaching thereto. In the event that the position has been abolished, the employee has the right to advantages from which she would have benefited if she had been at work.
- 24.16 Following her maternity leave, the employee has the right, upon request, to a maximum unpaid leave of one (1) year; the employee who wants to return to work before the expiry of her leave notifies the employer thirty (30) days before her return.
- 24.17 The employee who does not present herself at work upon the expiry of the leave determined in paragraph 24.02, is reputed to have voluntarily left her employment,

under reserve of the production of a medical certificate attesting that she could not resume the work.

- 24.18 **An** employee may avail himself of a parental leave according to the provisions of the Canada Labour Code and the Canada Unemployment Insurance Act.

This parental leave permits the employee to temporarily leave his position and gives him the right, after the leave, to resume the position he held. In the event that his position has been abolished, the employee benefits from the right of bumping which he would have benefited from if he had been at work. For the duration of the parental leave, the employee is reputed to have been at work.

## **ARTICLE 25 SPECIAL PAID LEAVE**

- 25.01 In the case of the death of his spouse or his child, an employee has the right to seven (7) days of leave, without loss of salary. However, the employee is free to add to this period the accumulated days of vacation or an unpaid leave of a duration not exceeding fifteen (15) work days.
- 25.02 In the case of the death of his father or his mother, an employee has the right to five (5) days of leave, without loss of salary.
- 25.03 In the case of the death of the father or the mother of his spouse, his brother, his sister, his brother-in-law or his sister-in-law, an employee has the right to three (3) days of leave, without loss of salary.
- 25.04 In the case of the death of his grandfather or his grandmother, or the grandfather or grandmother of his spouse, an employee may absent himself from work, without loss of salary, on the day of the funeral, if he attends the funeral.
- 25.05 The days of leave envisioned in paragraphs 25.01 to 25.03 are granted without loss of salary on the following conditions:
- i) That the days are consecutive: and
  - ii) That the first day of leave be that of the death or the day after the death, whether the day be workable or not.

Otherwise, the only paid days during the leave are those where the employee would normally have worked. had there been no death.

However, upon the death of a father, mother, spouse, child of an employee during the period of annual vacation, the days of leave envisioned in paragraphs 25.01 and 25.02 are carried over.

- 25.06     **An** employee has the right to three (3) consecutive days of leave on the occasion of his marriage, on the condition that he makes a request at least two (2) weeks in advance. The employer will provide the first day as paid leave with the second and third days as unpaid leave.
  
- 25.07     In the case of the marriage of his brother, sister, brother-in-law or sister-in-law, an employee may have that one (1) day of his weekly leave changed to coincide with the day of the marriage, provided that he makes a request, in writing, at least fifteen (15) days in advance.
  
- 25.08     In the case of the marriage of his father, mother, son or daughter, an employee may absent himself from work, without loss of salary, if the day of the wedding is a day of work, provided that he makes a request, in writing, at least fifteen (15) days in advance.
  
- 25.09     In the case of the birth of his child, an employee may absent himself from work for two (2) work days from the day of the birth or the day of the departure of his spouse from the hospital; these days may be taken in whole or in part, at the choice of the employee for each occasion.  
  
               In the case of the baptism of his child, an employee may absent himself from work, without loss of salary, the day of the baptism.
  
- 25.10     The regular employee who legally adopts a child has the right to a leave of five (5) work days without loss of salary at the moment of the adoption, provided that he makes a request, in writing, at least fifteen (15) days in advance.
  
- 25.11     One (1) day per year, an employee may absent himself from work on his moving day, without loss of salary, for reasons of moving his principal dwelling.
  
- 25.12     To benefit from absences envisioned in the present article, the employee must provide, upon the request of the employer, proof or attestation of the facts. In all instances, the employee must notify the employer before his departure. However, by mutual agreement between the employer and the employee, the employee may add to this period, vacation days, accumulated leave or an unpaid leave of a duration not exceeding ten (10) working days.
  
- 25.13     The employee summoned as juror receives the difference between his base salary and the indemnity which is paid to him.

- 25.14 Employees called to serve on juries, or to obey a crown subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury duty prior to the commencement of the second half of his/her tour of duty.

An employee serving on a jury or obeying a subpoena will not be assigned to work on evenings or weekends during such service.

## **ARTICLE 26 ANNUAL VACATION**

- 26.01 The employer grants annual vacation to the employee as a function of the seniority that the employee has accumulated on April 30 of each year.
- 26.02 a) The employee who has less than one (1) year of service accumulates one and one-quarter days of vacation per month of service. The employee who, on April 30 of the current year, has completed one (1) year of continuous service, has the right to three (3) weeks of vacation; he who, as of the same date, has completed seven (7) years of continuous service, has the right to four (4) weeks of vacation; he who, as of the same date, has completed fourteen (14) years of continuous service, has the right to four (4) weeks of vacation and a special additional indemnity equal to one (1) week of salary.
- b) In any event, the employee having the right to a special additional indemnity may convert this into accumulated statutory leave, under reserve of paragraph 27.02.
- 26.03 The vacation indemnity is equal to two percent (2%) per week of the income realized (i.e., all taxable revenue) by the employee on May 1 of the year preceding April 30 of the current year. However, the vacation indemnity cannot ever be less than the equivalent of the regular base rate for each week of vacation, except in the cases envisioned in sub-paragraph g) of paragraph 11.01 and in sub-paragraph c) and d) of paragraph 11.02.

In any event, no indemnity is paid in the cases envisioned in sub-paragraph a) of paragraph 11.02 when such absences exceed twelve (12) consecutive months.

- 26.04
- a) The vacation period extends from May 1 to April 30 of the following year.
  - b) Upon the last pay period of May, the employer pays to the regular employee the excess between the vacation indemnity calculated in conformity with paragraph 26.03 and his regular salary multiplied by the number of weeks of vacation to which he is entitled. This amount is paid separately from the normal pay.
  - c) However, upon the last pay period of May, the employer pays to the regular employee inscribed on the recall list, a vacation indemnity calculated in the following fashion: In conformity with paragraph 26.02, the employee receives, for each day of vacation to which he is entitled, 0.4% of the income realized (i.e., all taxable revenue) from May 1 of the preceding year to April 30 of the current year.
  - d) Before April 1, the regular employee inscribed on the recall list may inform the employer, in writing, of his decision to add to his recall list the balance of the vacation indemnity which would normally be paid to him. The conversion of this amount is done in the following fashion: The vacation indemnity is divided by the daily salary to establish the number of days which will be credited. If the balance includes a fraction, the employer pays to the employee, upon the last pay period of May, the amount corresponding to this fraction.
- 26.05 If a paid holiday envisioned in the agreement coincides with the annual vacation period of an employee, this holiday is added to his vacation period or postponed until a later date, by agreement.
- 26.06 Under reserve of paragraph 26.07, any eligible employee may take up to three (3) consecutive weeks of vacation between June 1 and September 15. These weeks of vacation may be taken in two (2) periods separated by at least two (2) weeks. However, according to the term of the period of fixing the choice of vacation, the employee wishing to take more than two (2) weeks of vacation may do so insofar **as** this does not have as its effect the bumping of the vacations of other employees which have already been planned. Where it is reasonably possible to do so, the employee may be permitted to take up to four (4) weeks of vacation during the aforementioned period.

- 26.07
- a) No later than March 15, the employer posts a list indicating the number of employees per job who may take their vacation for each week between May 1 and April 30 of the following year.
  - b) Before April 7 of each year, the employee must make known to the employer his preference for the date of his annual vacation.
  - c) After April 7 of each year, the employee who has not made known to the employer his preference must so notify the employer, in writing, **at** least four **(4)** weeks before the date envisioned for his vacation.
  - d) In no case may unplanned vacations modify the order of departure of already-authorized vacations. The order of departure of vacations may not be modified, except by common agreement.
- 26.08
- a) For the period from June 1 to September 15, the employer must authorize a minimum of at least two (2) employees at a time and per job; in the case of jobs where there are three (3) employees or less, the employer must authorize a minimum of one (1) employee at a time and per job.
  - b) For the periods from May 1 to May 31, and from September 16 to April 30, the employer must authorize a minimum of at least one (1) employee at a time and per job. The employer however shall not be required to authorize vacations during the two (2) week period immediately prior to; and, during the spring and fall rating periods. Notwithstanding the above, the General Manager shall post criteria for vacation approval during the spring rating period no later than December 15<sup>th</sup> of each year and for the fall rating period no later than August 15<sup>th</sup> of each year.
  - c) The order of departure is established as a function of the requests of employees taking into account:
    - i) The general seniority of the employee within the job;
    - ii) The choice expressed by the employee.
- 26.09
- Where an employee desires to take any unscheduled vacation, which has not been scheduled as required by this article, the employee must notify the employer in writing of his desire, and receive approval therefore at least four **(4)** weeks before the date envisioned for the vacation. and such vacation may only be for five (5) consecutive working days or more. Such approval shall not be unreasonably withheld. The employer shall notify the employee of its decision no later than two **(2)** weeks following receipt of the request.



- 26.10 The order of departure of annual vacation is posted no later than April 30 of each year.
- 26.11 The employee receives?on the pay day preceding his departure on vacation, the remuneration to which he is entitled for the vacation period that he takes.
- 26.12
- a) The employee who is ill or victim of an accident before his departure on vacation may carry over his vacation to a later date, if he notifies the employer of his desire to do so at the start of his illness or after his accident.
  - b) The employee who is seriously ill or victim of a serious accident during his vacation may carry over a part of that vacation on the condition that he provides a medical certificate and notifies the employer of his decision at the start of his illness or after his accident. In such an eventuality, the period of bumping of vacations will be the same as the period foreseen in the medical certificate.
- 26.13 The employer may not require that an employee return to work before the end of his vacation.
- 26.14 Where an employee has confirmed scheduled days off immediately prior to the start of his vacation or scheduled days off immediately following his vacation, the employee's schedule can only be changed by mutual consent.
- 26.15 In case of cessation of employment, the employee has the right to the vacation indemnity accumulated. and which shall be paid no later than five (5) business days from the date of his departure.
- 26.16 The vacation indemnity accumulated by a deceased employee is paid to his legal heirs.
- 26.17 The employee who is to be married has priority for the choice of his vacation, on the condition that he invokes this right at the moment that he communicates his choice to the employer.
- 26.18 If, after agreement with the employer, the employee takes his anticipated vacation, he is paid at his regular wage rate at the moment of the taking of vacation and there is adjustment following paragraph 26.03 before May 31, if applicable.

## **ARTICLE 27    TAKING OF ACCUMULATED STATUTORY LEAVE**

- 27.01      Statutory leaves are the leaves accumulated either through overtime, through work performed on a day envisioned as a paid holiday by virtue of the agreement, through postponement of sick leave or by special additional indemnity envisioned in paragraph 26.02.
- 27.02      No employee may accumulate or take a total of more than fifteen (15) days of statutory leave in the course of a twelve (12) month period which extends from May 1 of a given year to April 30 of the following year.
- 27.03      a) No later than April 15<sup>th</sup>, the employer posts a list indicating the amount of statutory leave accumulated by each employee to that date.
- b) Each employee who has accumulated statutory hours shall advise the employer by April 30<sup>th</sup> as to his/her preference for the date(s) for taking his/her accumulated leave. The Employer shall notify the employee of their approved statutory leave by no later than May 31<sup>st</sup>.
- c) To the extent that the employee's preference can be reasonably accommodated by the employer, the employee's preference will be accommodated taking into account the seniority of the employee within his job. The order of departure of accumulated leaves may not be modified except by common agreement.
- 27.04      The employee who wishes to be paid in whole or in part for the days of leave accumulated for the current year, must so advise the employer in writing, before April 30. Failure to present such notice will result in the days of accumulated leave being carried over to the next subsequent year.
- Subject to Article 27.02 there shall be no carry-over beyond the aforementioned next subsequent year. The employee will be paid for all accumulated leave which may not be carried over.
- 27.05      The employee must notify the employer, in writing, and receive approval therefore, at least four **(4)** weeks before the date envisioned for the taking of an accumulated leave of five (5) consecutive working days or more. Such approval shall not be unreasonably withheld. The employer shall notify the employee of its decision at least two (2) weeks prior to the date envisioned.
- 27.06      In every case, the establishment of an annual vacation period takes priority over the choice of postponing accumulated leave.

## **ARTICLE 28 PAID HOLIDAYS**

28.01 The following days are paid holidays:

1. New Year's Day
2. The day after New Year's Day
3. Good Friday
4. Easter Day
5. Victoria Day
6. The national holiday of Quebec
7. Canada Day
8. The first Monday in August
9. Labour Day
10. Thanksgiving Day
11. Christmas Day
12. The day after Christmas

In the allocation of holidays, the rule of alternation exists among the employees so that the holidays may be distributed equitably among them.

28.02 Before November 15<sup>th</sup> of each year, employees will advise the employer in writing with regard to their wishes, and attempts will be made by the employer to take such wishes into account in its distribution of leave for Christmas and New Years. Where the employees' wishes cannot be reasonably accommodated, seniority of the employee within his job applies with rotation from year to year.

28.03 In the case where a paid holiday coincides with the weekly day off of an employee, the employer changes the date of the weekly day off of this employee, which is carried over to the following work day.

28.04 The employee on leave on Christmas Day and New Year's Day is released no later than 7:00 p.m. the night before the said holidays and does not resume work until December 27 and January 3 respectively, unless the employee agrees to work the day after Christmas Day or New Year's Day.

28.05 Notwithstanding article 29.01, when a period of work spans two (2) days and where the majority of hours worked are on a paid holiday, the work day is considered to be a paid holiday.

## ARTICLE 29 WORK SCHEDULE

29.01 The work schedule begins at 12:01 a.m. Monday, and concludes Sunday at midnight, except in the case of an employee whose last period of work extends after midnight on Sunday. For this employee, the work week ends at the end of his period of work.

When a period of work spans two (2) days, it is considered as having taken place entirely on the civic day upon which it began.

29.02 The work schedule of each regular employee is posted on Friday at 5:30 p.m., no later than seven (7) days preceding the start of the work week.

29.03 A copy of any subsequent changes to the work schedule is put in the union box as at the end of each workweek schedule.

29.04 The schedule establishes:

- a) The days of work of each employee during the week, including their weekly days off;
- b) The hour that work begins as well as the hours of work, and normal quitting time.

There is no discrimination in the assignment of tasks or schedules normally envisioned for a given job.

29.05 Notice of change of starting and normal finishing times shall be given **as** much in advance as possible, but no later than 2:00 p.m. prior to the day in question.

- a) When an employee is on duty, the employer will be deemed to have given notice when such notice is posted and the employer has made every reasonable effort to reach the employee. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.
- b) If the employee is off duty, the employer will notify the employee directly. If the employer has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled, plus any additional hours the employee works.

- 29.06 Where the employer wants to change the already-established period of weekly break of an employee, a written notice is given as early as possible, but never later than the tenth (10) day preceding the said period.
- 29.07 Before leaving on vacation of seven (7) days or more, the employee is informed of the hour at which he must return to work. This hour may be delayed if the employee is reached directly. but it may not be advanced.
- 29.08 On occasion, and subject to his manager's approval, an employee may switch work scheduled with another employee in the same job.
- 29.09 No later than December 1<sup>st</sup> of each year, the Employer will post the work schedule for the Holiday period (December 15<sup>th</sup> to January 7<sup>th</sup>).

### **ARTICLE 30 HOURS OF WORK**

- 30.01 The normal work week, exclusive of meal breaks is thirty-seven and one-half (37.5) hours over five (5) days. The normal work day exclusive of the meal break is seven and one-half (7.5) hours. The meal break shall not exceed sixty (60) minutes.
- 30.02 Employees are entitled to two (2) consecutive days off per week.
- 30.03 All employees, except those specifically assigned outside, must present themselves at the station at the entry and exit times.

### **ARTICLE 31 MEAL PERIODS**

- 31.01
  - a) First Meal Period - Except where Article 31.02 applies, a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes shall be assigned or taken in all tours of duty. This meal period shall begin no later than the end of the fifth hour of such tour.
  - b) Second Meal Period – Subject to article 31.02 a second meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes shall be assigned or taken during a tour of duty where the employee has worked ten (10) hours or more. This meal period shall begin no later than the fifth hour after the first meal period is completed. An allowance of fifteen dollars (\$15.00) shall be paid to employees; each time a second meal period is assigned or taken.

- c) The period of work preceding or following the meal period may not be less than two (2) hours.
- d) **A** penalty payment shall be paid when a meal period is not assigned or taken within the respective time periods set forth in article 31.01 (a) and 31.01 (b). The penalty referred to in this article shall be equal to one-half (1/2) the employee's base hourly wage for the duration of the displacement, calculated as follows:
  - i) In the case of an early meal -  
from the time the received meal period began, until the earliest time it should have begun.
  - ii) In the case of a late meal -  
from the latest time that the meal period should have begun.
  - iii) In the case of a meal not received -  
from the latest time that the meal period should have begun. until the end of the tour of duty.

There shall be no compounding of meal displacement penalties.

- 31.02 In the case where the work site is situated in such fashion that the employee has no possibility of easily finding food during his designated meal period, the employer grants to this employee a sufficient supplementary delay and provides him with the means of transportation to go to **a** place where he may find an appropriate meal. In the case where this is impossible, the employer provides him with a meal.

## **ARTICLE 32 COFFEE BREAK**

- 32.01 **As** the operation does not lend itself to the assignment of specific times and time periods for coffee breaks, the employer agrees to a flexible arrangement whereby employees may take reasonable break periods at appropriate times. This arrangement will not be abused.

### **ARTICLE 33 DAILY BREAK**

- 33.01 The daily break is the period of at least twelve (12) hours which separates the end of the period of work and the beginning of the following one.
- 33.02 **All** work done in the course of this daily twelve (12) hour break period is paid at the rate in force for that day of work, increased by fifty percent (50%) over the basic rate.

### **ARTICLE 34 WEEKLY BREAK**

- 34.01 Each day of the weekly break envisioned in the agreement lasts twenty-four (24) hours to which is added the daily break of twelve (12) hours for a total of sixty (60) hours when there is no schedule rotation. When there is a schedule rotation the period of weekly break lasts at least fifty-four (54) hours.
- 34.02 The additional days of leave coupled with the days of weekly break add only twenty-four (24) hours each.
- 34.03 a) Except for regular employees who accept normal work schedule requiring him to work continuously on Saturdays or Sundays, the hours of work are prepared in such a fashion that employees have their two (2) weekly days off on Saturdays and Sundays at least every two (2) weeks. The schedules are made by rotation and without discrimination from week to week.
- b) In any event, subparagraph a) of paragraph 34.03 does not apply to temporary employees.

### **ARTICLE 35 RECALL TO WORK**

- 35.01 **An** employee recalled to work after having completed his day of work and having **left** the establishment of the employer is remunerated for all such work at one and one-half times his regular hourly rate with a minimum guarantee of four (4) hours per call.

**An** employee who returns to work after having completed his normal work day before three (3) hours have elapsed following completion of his normal work day will be considered to be on overtime work, and the employee shall be paid from the end of his normal work day at the appropriate overtime rate, with a minimum guarantee of four (4) hours, payable at one and one-half times the employee's regular hourly rate.

- 35.02 When an employee is called to work on a paid holiday, and this call comes on the day itself, the employee is remunerated at his hourly basic rate increased by one hundred percent (100%) for all hours worked as well as the normal remuneration for holiday hours. The employee may not receive less than the equivalent of seven and a half (7.5) hours at his basic hourly rate.

## **ARTICLE 36 PREMIUMS**

- 36.01 Any employee who works between midnight and 7:00 a.m. receives a premium of fifteen percent (15%) above his base hourly rate for the duration of the work accomplished during the period mentioned above.

## **ARTICLE 37 OVERTIME**

- 37.01 All authorized work done in addition to the scheduled day or the regular work week is remunerated at the overtime rate.

- 37.02 For purposes of calculating overtime, the regular work week is reduced by the duration of authorized absences.

- 37.03 Under reserve of paragraph 17.03, overtime is first offered to a regular employee of the job for which the overtime is required. However, an employee may refuse to work overtime.

He may not, in any event, refuse except on the condition that another employee of the same job agrees to perform the work, unless it consists of a production of a program in progress.

- 37.04 The employee is remunerated at his basic wage rate increased by fifty percent (50%) for the first four (4) hours of overtime in the course of one (1) day.

- 37.05 The employee is remunerated at his basic wage rate increased by one hundred percent (100%) for all work exceeding four (4) hours of overtime in the course of a day.

- 37.06 Any employee required to work one (1) day of his weekly breaks is remunerated at his basic wage rate increased by fifty percent (50%) for the hours effectively worked. Any employee required to work the second day of his week break is remunerated at his basic wage rate increased by one hundred percent (100%) for the hours effectively worked.



However, the employee may not receive less than the equivalent of four (4) hours at his basic hourly rate where he is required to work on a day of his weekly break.

- 37.07 Under reserve of other provisions in the agreement, the penalties are added together but in no instance may an employee receive more than two and a half times his base rate for each hour worked.
- 37.08 Any employee required to work a paid holiday envisioned in the agreement, **has** the right to a remuneration at his regular hourly rate for each hour worked with a minimum of four (4) hours at his normal rate in addition to the normal remuneration for a holiday. In addition, this employee has the right to another paid day of leave.

### **ARTICLE 38 TRAVEL EXPENSES**

- 38.01 The employer provides a means of transportation of his choice to the employee called to work outside the studios or the station.
- 38.02 No employee may be obliged to use his vehicle in the performance of his job.
- However, an employee who agrees to the request of the employer receives an indemnity of thirty-eight cents (0.38\$/km.) with a minimum of \$7.00 per trip. One **tip** includes the round trip.
- 38.03 The time of an employee called to work outside the studios, the station or his normal out-of-town location is calculated from the time of his departure from the studios, the station or his normal out-of-town location as the case may be.
- 38.04 When an employee is called to work outside the studios, the station or his normal out-of-town location, the work schedule includes the time required for transportation.

38.05 When an employee is obliged to sleep away from home, the employer reimburses:

- a) the transportation expenses and the rental of a room with a private bathroom for each employee, when this type of accommodation is available; and
- b) a per diem of **fifty** dollars (\$50.00) per period of twenty-four (24) consecutive hours spent away, from the time of his departure from the studios or the station or his normal out-of-town location. This amount covers all the expenses other than those mentioned in subparagraph a) of the present paragraph. In the case where the meal is included in the rental of the room, the per diem is reduced by the amount equivalent to that determined in paragraph 38.10.

The union and the employer may agree between themselves, in writing, on conditions different from those in the present paragraph.

38.06 For compensation purposes, employees engaged in traveling shall be credited with all time consumed when traveling on an assignment for the employer. When an employee travels on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited with a maximum of eight (8) hours of travel in any twenty-four (24) hour period. The following shall also apply:

- a) From one (1) hour (and up to a maximum of two (2) hours where prior authorization has been given) prior to the scheduled time of the carrier's departure when the employee leaves from his/her home for travel by common carrier. When international travel by common carrier is involved, the employee responsible for processing equipment through customs, if the time so spent is not during his paid tour of duty, shall be afforded a further two (2) hour time credit prior to the departure time.
- b) From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment, but the amount of travel time shall not exceed the travel time had the employee commenced his/her travel from his/her normal place of employment 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 lodging when the employee is using "out-of-town" overnight accommodation.
- e) When an employee travels on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no time credit shall be allowed. For the purpose of this article, a

single occupancy berth in a common carrier or a business class, executive class seat or equivalent seat on a plane is construed to be a suitable sleeping facility. Full time credit will be allowed when travel is designated by the employer on conveyances which do not have suitable sleeping facilities.

Time computed for the return travel under the above conditions will be computed in the same manner, except that in the case of travel by common carrier described in this article above, such time will be computed only to the arrival time of the common carrier to the return destination. Where, however, on domestic return flights an employee is detained to receive an pick up equipment, etc., he/she shall be compensated for one (1) hour following flight arrival time.

- 38.07      The employer advances a reasonable amount for the expenses of the employee before his departure.
  
- 38.08      Each employee required to regularly use his vehicle for the business of the employer and who agrees, must be covered by a "pleasure and occasional business" insurance policy, according to the circumstances. this policy having a value of at least One Million Dollars. The employer reimburses the employee the difference in the premium, if there is any. The employee must remit to the employer, upon request, a copy of the insurance policy.
  
- 38.09      The employer reimburses, to the employee who occasionally uses his vehicle and upon presentation of written proof, parking, toll and ferry expenses.
  
- 38.10      Employees working outside their local area during an assigned meal period, (where article 38.05 does not apply) or in the case of employees who are on assignment at a location within their local area designated by the employer as a "locked-in location" shall receive a meal indemnification of \$9.50 for breakfast; \$15.50 for lunch and \$18.00 for dinner.
  
- In any event, no indemnification is paid if a meal is made available to the employee by the employer.
  
- 38.11      "Local area" means an area within a thirty (30) kilometer radius of the studios or station or; where there is no studio or station, an area within a thirty (30) kilometer radius of the town or City Hall, in the town or city designated by the employer as the employee's normal work location.
  
- 38.12      Any employee whose driver's license is suspended (as a result of a traffic violation) when he is driving a vehicle in the performance of his job, is assigned, without reduction in salary, for the duration of the suspension of his driver's license, to

another job which does not require the driving of a vehicle, if during the period of the suspension there is available work for which the employee is qualified.

## **ARTICLE 39    GENERAL PROVISIONS CONCERNING WAGES**

39.01      The employer guarantees to the regular employee that he is paid for the number of hours envisioned in his regular work week, even if the number of hours actually worked during the course of the regular week is less.

The first part of the present paragraph does not apply to the employee who is laid-off, suspended, on unpaid leave, absent for reason of illness or absent without authorization.

39.02      Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15<sup>th</sup> day of each month. Should the 15<sup>th</sup> 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.

39.03      Employees shall complete their time sheets at such times and on such forms as prescribed from time to time by the employer. Time sheets shall not be altered so as to reduce the employee's pay claim without the employer informing the employee of the reason therefore, and any alterations may be subject to grievance.

39.04      a)    In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each two (3) week pay period must be delivered to the employer no later than the following Wednesday.

b)    Subject to paragraph c) hereof the employer reserves the right to refuse to pay a claim for payments referred to herein, where the employee has not filed his/her time sheets within the time period set forth in this article.

c)    Where an employee has been given a notice in writing concerning a failure to deliver his/her time sheets in a timely manner (as in a) hereof), the time sheets shall be filed within seven (7) days (except for extraordinary circumstances) from the date of the notice. In the event the time sheets are not filed within the seven (7) days, the employer may apply paragraph b) hereof.

39.05      Employees shall be paid according to the salary schedule applicable to the class to which they are assigned, with credit for years of service within the employee's job, and any credit for industry experience recognized by the employer.

- 39.06 It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an employee are matters for the sole discretion of the employer.
- 39.07 Progression up the salary schedule within each class shall automatically occur on the first (1<sup>st</sup>) day of the month following the employee's anniversary date of employment.
- 39.08 When an employee is permanently promoted to a job within a higher paid salary class, he/she shall immediately move into the higher salary class and shall receive a salary increase which is at least the equivalent of one (1) full increment in his former salary class plus the amount necessary to place him/her on the nearest step in the new class. The employee's anniversary date then for the purpose of Article 39.07 hereof shall thereafter be the date the employee has been moved to the higher salary class.
- 39.09 Salary schedules are incorporated in this collective agreement. The same is identified as Schedule 1 attached hereto.

#### **ARTICLE 40 CIVIL LAW SUITS**

- 40.01 In an event an employee is sued following acts specific to his/her duties, where those acts are performed in good faith and are not contrary in law, and/or where the employee is acting under specific orders from the employer, the employer shall assume the defence of the employee and will absorb all costs and any damages award resulting from a civil law suit, subject to the following:
- a) all decisions as to choice of attorneys and the conduct of the case shall be vested exclusively in the employer;
  - b) an employee being sued will co-operate fully with the employer and the chosen attorneys and shall make full and complete disclosure of **all** evidence and information which may be necessary to provide a defense as determined by the chosen attorneys.
- 40.02 Any normal working hours lost as a result of attending to matters relating to a civil law suit shall be considered as worked time and the employee shall be paid therefore.
- 40.03 The employer shall not require an employee to conduct him/herself in a manner such **as** to be in violation of a law. Accordingly, an employee prosecuted for

violation of a law shall not have access to the provisions of section 40.01 and 40.02 hereof.

#### **ARTICLE 41 UNPAID LEAVE**

- 41.01      a)      The regular employee who wishes to obtain an unpaid leave must make a written request to the employer. which will communicate its answer to him, in writing, within ten (10) days, and transmit a copy to the union.
- b)      The employer accepts or refuses the request, taking into account production needs.
- c)      All requests for unpaid leaves shall be considered on a case by case basis having regard for the circumstances which apply in each case. A request for leave in bona fide circumstances shall not be unreasonably denied, however, the employer's interests must be balanced against the employee's interests.
- 41.02      The duration of the unpaid leave does not exceed a period of twelve (12) months, without the consent of the union.
- 41.03      The employer undertakes, upon the return of the employee, to reinstate him in his position, or in an equivalent position if his position has been abolished. If the employee cannot be reinstated in his previous position or in an equivalent position because of the application of clauses relating to seniority and lay-offs, he may avail himself of the rights which are conferred upon him in the said clauses.
- 41.04      During his unpaid leave, subject to the conditions of the plan the employee may continue to benefit from the group insurance plan. on the condition that he assumes all of the costs of such plan.

**ARTICLE 42    TRAINING AND EDUCATION COURSES**

42.01        The parties recognize the importance of ensuring the training and education of regular employees and they undertake to cooperate toward this end.

42.02        For purposes of application of the present article, the following definitions apply:

Education: activity permitting the acquisition of essential knowledge and skills to enable an employee to perform the duties characteristic of another job.

Training: activity promoting the improvement of skills and knowledge already acquired by an employee within his job.

42.03        Where an employee is required by the employer to attend a training or education course, the following shall apply:

- a)    if the same is attended on the employee's scheduled day of work, the employee shall not suffer a loss of regular pay as a result of attending;
- b)    if the same is attended on the employee's scheduled day off, an employee shall be given equivalent time off.

42.04        No overtime or penalties or premiums shall be paid where an employee is absent from work in accordance with this article.

42.05        Where an employee attends a training or education course on his/her schedule day off of his/her own volition, articles 42.03 and 42.04 shall not apply.

42.06        **An** employee shall be reimbursed for all expenses in relating course material, meals and travel which are to be approved in advance.

42.07        **An** employee who has been in the employ of the Company for twelve (12) months or more, who wishes to enroll in a training or education course may, at the employer's discretion have up to one hundred (100%) percent of the cost thereof paid by the employer where the program is directly related to the employee's current job and/or where the program has the potential for helping the employee prepare for other employment opportunities which may become available with the Company.

42.08        Reimbursement for such a course shall be contingent upon the employee having successfully completed the course, and subject to the same having been approved in advance in writing by the employer.

### **ARTICLE 43 ASSEMBLIES CONVENED BY THE EMPLOYER**

- 43.01 The time spent in assemblies, at the request of the employer, is considered time worked and is remunerated according to the provisions of the agreement.

### **ARTICLE 44 CLOTHES - TOOLS**

- 44.01 The employer provides, at its expenses all the tools employees require to perform their jobs. The employer also provides inclement weather clothing, safety boots as necessary and all safety apparel and apparatus.

The clothing contemplated by this article are decided on jointly by the employer and the union in good faith.

- 44.02 These clothes and tools are replaced after normal usage and upon return of the used items, except in case of exceptional circumstances.

- 44.03 The employer maintains the clothes it provides to its employees.

- 44.04 Employees working full time in the following jobs: Weather Reporter, Reporter, Reporter/Anchor, Anchor/Writer, Senior Anchor/Host, are required to meet specific standards established by the employer regarding appearance and to assist them the employer agrees to provide the following:

- a) **An** allowance of up to five hundred (\$500) dollars per year for clothing expenditures, or the equivalent value in clothing as provided by the employer. The employer advises the on-air employee on August 15<sup>th</sup> of each year as to whether the clothing allowance is to be made through reimbursement of the employee's cash expenditures (with receipts) or whether a contra-clothing arrangement has been made on behalf of the employee.
- b) **An** allowance of up to fifty (\$50.00) dollars per year for hair stylist expenses.



**ARTICLE 45    STRIKE AND LOCK-OUT**

45.01        A strike or lock-out is prohibited for the duration of this collective agreement.

The terms "strike" and "lock-out" means as those terms are defined in the Canada Labour Code.

45.02        The employer may not force an employee who is a member of the bargaining unit to report to another television station or any other enterprise to perform work which would serve to support another station or any other enterprise where there exists a work conflict. The employee's refusal may not give rise to disciplinary measures, including any cut in salary.

**ARTICLE 46    TRANSLATION OF THE AGREEMENT**

The English and French language versions of this collective agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail. The parties agree that the language in which the agreement was negotiated is English.

**ARTICLE 47    DURATION OF THE COLLECTIVE AGREEMENT**

This agreement shall commence on October 19, 2003 and shall remain in force until August 31<sup>st</sup>, 2006 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, of its intention to renew or revise 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.

Signed at Montreal on October \_\_\_\_\_, 2003.

Union of employees of  
CKMI-TV  
local 4502, CUPE-QFL

Global Television Network, Quebec Limited  
Partnership. on behalf of its partner  
Global Communications Limited

\_\_\_\_\_  
Stéphane Paré

\_\_\_\_\_  
Maureen Rogers

\_\_\_\_\_  
Lisa Djevahirdjian

\_\_\_\_\_  
Anne Marie Doss

\_\_\_\_\_  
Alberto Lopez

\_\_\_\_\_  
Pierre Gilbert

\_\_\_\_\_  
Dominik Ferland

\_\_\_\_\_  
Ward Smith

\_\_\_\_\_  
Michel Bibeault

## **Schedule 2**

### **Salaries**

#### **A) Effective from September 1,2002:**

- i) The salary scales will increase by two and a half percent (2.5%) at the minimum and maximum and at all steps.
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on two and a half percent (2.5%) of the maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale.

#### **B) Effective September 1,2003:**

- i) The salary scales will increase by two percent (2%) at the minimum and maximum and at all steps
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on two percent (2%) of their maximum of their Salary Scale.
- iii) The employer will add an additional Year to all Classes.
- iv) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale.

#### **C) Effective September 1,2004:**

- i) The salary scales will increase by two percent (2%) at the minimum and maximum and at all steps
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on two percent (2%) of their maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale.

**D) Effective September 1,2005:**

- i) The salary scales will increase by two percent (2%) at the minimum and maximum and at all steps.
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on two percent (2%) of their maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale.

### Retirement Savings Plan

Effective January 2001, the Employer introduced a matching Group Registered Retirement Savings Plan. The employer and employee each contribute two percent (2%) of the employee's basic wage rate. The employee's contribution is made through semi-monthly payroll deductions.

### **SCHEDULE 3**

#### **JOB SUMMARIES**

##### **- Article 13 -**

**CLASS 1**      Receptionist/Shipping:

Receive visitors; direct all telephone calls; work with taxi companies; assist Administrative Assistant: code invoices, receive and distribute mail; courier packages and shipments; coordinate shipping/receiving with other CGS stations and courier companies; maintain supplies for office equipment.

Editorial Assistant/Autocue:

Provide general assistance to the newsroom, including the assignment desk; research duties; operation of the autocue.

**CLASS 2**      Videotape Librarian:

Process work orders and videotapes; work with Programming, Production, News and Traffic to maintain an accurate library of news inventory; coordinate shipping of videotapes to external stations and distributors; maintain supply of videotapes and library database.

Administrative Coordinator:

Coordinates schedules and reviews time sheets for News and Operations employees; handles petty cash; prepares expense reports and books hotel and air travel; assists in back-up of receptionist and other office duties

Human Resource Assistant:

Maintain time in bank and vacation records; track training expenses; assist with Human Resource Management functions; translate documents from English to French; assist Financial area.

**CLASS 3**     Programming Office Services Coordinator:

Coordinate satellite deliveries for incoming and outgoing feeds and tape dubs; communicate programming information to appropriate staff in Montreal and Toronto; manage viewer calls; provide confidential assistance to the Station manager/executive producer news including word processing; filing; faxing; photocopying.

Editorial Assistant/Researcher:

Provide general assistance to newsroom operations; research story ideas; set up interviews; field producer segments and stories.

Videotape Operator:

Operate video equipment in the Central Equipment Room and Master Control Room environment in accordance with “newsmaker” production cue sheets and traffic logs; record and playback programs, promotions, and commercials; verify, route, and record/playback incoming and outgoing feeds; video assemble material to station production format; transfer and quality control material into video servers; assist, support and back up Master Control Operators.

Promotions Coordinator:

Develops and maintains a media profile and media relationships for Global Quebec; writes and develops sales promotion campaigns; coordinates public service announcements and facilitates on-air placement of supplied PSA's; co-produces sales promotions and sponsorship campaigns; prepares sponsorship correspondence and/or proposals for events; acts as community liaison and on-site coordinator for station sponsored events.

Traffic Coordinator:

Schedule and monitor commercial inserts and ensure all material is recorded on appropriate logs and tapes and meets regulatory requirements. Catalogue and maintain the commercial, program and news libraries.

Chyron Infnit Operator:

Operate News Infinite System during live shows, pretapes and in the packaging suite; collect and check accuracy of all super information and spelling. Knowledge of control room and intercom procedures is required.

Production Assistant:

Facilitate support to producers and directors; evaluate, gather and organize production elements for delivery of post-production and live to air programming; fully prepare and correct when necessary a detailed "Newsmaker" CUE sheet; advise production personnel of show changes; support and assist director in control room.

Accounting Coordinator:

Verify and code invoices as per departmental budgets and Global Toronto policy; Preparation of monthly financial statements and journal entries; Prepare forecasts; Prepare the variance report on monthly basis; Manage the credit openings; Collect accounts receivable; Administrative duties.

## CLASS 4

Robotics CCU Operator:

Operate robotic and hand-held cameras; line up and shade cameras for broadcast; operate strand lighting board and light various segments; place sets and position show backdrops; support audio and video switcher during broadcast.

Camera/Editor:

Shoot visuals for story development and edit videotaped stock material as required for story development or insertion into the news and station programming. Record audio sources for editing and research stock audio for inclusion into editing.

Electronic Graphic Artist:

Produce over-the-shoulder and full-frame graphics and/or animation for News broadcasts, special shows and promotional spots; produce specialty graphics for packaging; produce material for the Promotions/Sales and Operations Department.



Audio Operator:

Set-up and cable audio equipment associated with News and related shows which includes: microphones, amplifiers and speakers; operate audio mixer and record radio spots; operate R.F. intercoms/IFB's/microphones, mini disk playback and record; ¼" ATR playback and record, studio videotape audio.

**CLASS 5**Promotions Producer:

Generate effective and creative ideas to promote CGS programming; write and edit on-air promos and direct voice/on-air talent; work with Promotions Department in Toronto.

Weather/Reporter:

Collect, analyze and prepare weather information for production of weather segments of Global programs; present weather segment on-camera in an interesting and lively fashion; prepare special reports including live remote broadcasts.

Technical Maintenance/MIS:

Support news, production, and administrative staff in the daily operations of information systems and broadcast equipment; coordinate third party technical support and purchase of new or replacement materials; control inventory of all broadcast and production equipment.

Technical Director:

Evaluate and plan program production needs and request the technical and human resources required; operate switcher reflecting Director's choice and pacing of various programs; prepare production report highlighting all major discrepancies; assist and relieve operators when necessary; prepare a production report highlighting all performance measures including operator errors. Evaluate and recommend disciplinary action if warranted. Consult with the supervising technical director at the earliest convenience.

Line-up Editor:

Produce line-up for shows; write and assemble news briefs; coordinate packaging of news headlines; assign field crew to breaking stories.

Reporter:

Initiate and develop story and feature ideas through contact development, research and interviews; write intros, scripts and prepare stories in the field.

Photojournalist:

Initiate and develop story and feature ideas, through contact development, research and interviews. Produce and report stories and features through writing the script and shooting the visuals.

Avid Editor:

Edit selected material to produce magazine headlines, bumpers, teasers, on-air promotions and commercials; execute final production stages for magazine and news segments; assist producers with creative concepts; transfer audio portion of on-air promotions for recording to DCI lines.

News Production Editor:

Work with various members of the newsroom, News, Toronto and TVA to ensure the flow of information and to see that various elements make air: assist videotape editors by providing information and feed material for layovers, voice-overs and stripes: monitor all feed material; bank material for news library and assist with remotes.

Microwave Engineer:

Drive the microwave production facility to assigned sites; organize technical set up and operate the facility; monitor emergency radio frequencies for breaking news stories; negotiate and coordinate logistics with telecom and satellite suppliers. Supervise and review the daily operations and maintenance of all microwave and remote production support.

Field Producer:

Plan, format, organize and initiate innovative and competitive presentation of feature and daily news stories; research stories, arrange interviews and assist in preparation of news reports; direct and supervise shooting, editing, post production and presentation of reports and features, including live segments; produce own on-camera reports from time to time.

Master Control Operator:

Supervise Master Control and VTR Playback Record and Edit areas. Conduct daily analysis of the Traffic Log and liaise with Quebec Traffic and Global Toronto. Ensure the accurate delivery and integration of assembled and separate program and commercial elements. Complete the necessary audit of the as-run Traffic Log for CRTC submission. Liaise as needed with the transmission carrier for video and audio feeds into or out of the studio or Master Control. Monitor cable substitutions. Set up and switch the newsroom studio as required to feed into the Montreal newsroom.

Traffic Reporter:

Collect, analyze and prepare traffic information for production of traffic segments; Present traffic segment on-camera in an interesting and lively fashion; Prepare special reports and participate in live-remote broadcasts.

## CLASS 6

Reporter/Anchor:

Initiate and develop story and feature ideas through contact development, research and interview; write teasers and introductions; anchor newscasts; conduct live interviews.

Senior/Technical Maintenance/MIS:

Ensure proper, efficient and accurate performance of electronic broadcast equipment, related computer and information systems for the station by performing regular preventative maintenance routines and implementing temporary or permanent installations to meet production and technical requirements.

Producer:

Produce a magazine show consisting of packaged stories, features and segments; provide and implement innovative news format concepts to achieve a leading edge over the competition; assign tasks, supervise, guide and train staff and evaluate their progress; assist in resource planning of news staff, operations and production; provide leadership and communication between employees and news management; lead and conduct regular editorial production meetings to critique the show.

Director:

Prepare the technical elements required for the on-air visual presentation of local shows including graphics, chromakey, and packaging; direct live newscasts and special programming; supervise other technical control room employees

Director/Coordinator:

Plan program production needs; direct assigned programming and provide creative leadership in its visual concept; guide staff and coordinate all elements of the program; Assist staff by providing information and feed material for layovers, voice-overs and stripes; Coordinate cameras and editors needs; Organize remotes for regular programming and special events.

Technical/ Producer:

Shoots visuals, records audio sources and edits video and audio for newscasts, news reports and feature reports. Ensures coordination of visuals for news hits and stories as required. Set up, test, operate and ensure proper functioning of all studio equipment for Global Quebec programming. Report all production errors and ensure proper production procedures. Co-ordinate news hits and ensure that various elements make air for This Morning Live and other productions.

## CLASS 7

Anchor/Writer

Prepare for and anchor daily news broadcast, news promos and news updates; conduct live interviews; write teasers and intros; provide interview and story ideas; prepare reports in the field.

Technical Maintenance/MIS Supervisor:

Ensure the efficient and accurate performance of software information systems; schedule employees. Support news, production and administrative staff in the daily operations of information systems and broadcast equipment; coordinate service suppliers work; arrange for and purchase new or replacement materials; repair and install equipment. Control the inventory of all broadcast and production equipment; prepare feasibility studies and cost analysis for future installations and special production events.

Supervising Director:

In collaboration with the News Director determine creative program production needs, budget and schedule the necessary resources; design formats, participate with editorial staff, and provide creative leadership in the visual concept of assigned news, information and entertainment programming; direct daily programming and assist in the planning of future programming; provide guidance and direction to junior producers and directors to act within the established production standards and guidelines to help judge the various editorial aspects of programming content; conduct postmortem workshops to supervise and monitor creative production solutions.

Assignment Editor

Review and establish daily and upcoming news agendas by keeping in touch with various news sources; monitor and evaluate news stories/events and provide constructive feedback to reporters and field production teams; supervise assignment desk staff, story development and crew movement; assist in planning long-term goals and objectives; liaise with producers of editorial and production requirements of daily shows; liaise with various Global newsrooms and with TVA network; provide training and guidance to editorial personnel and evaluate their progress; provide guidance to News staff on ethics and legalities of News coverage.

Supervising Technical Director:

Formulate and assign comprehensive work schedules for all operations staff, in consideration of production requirements; authorize and schedule all supplementary work hours and approve appropriate time sheets and overtime payments; in concert with the director participate and switch video sources in the choice and pacing of the various programs.

Supervising Camera/Editor:

Shoots news and information items including live hits; supervises maintenance of material and vehicles; provides guidance to ENG Camera Operators/Editors on procedures and standards.

**CLASS 8**Senior Producer, News:

Produce daily news packages including packaged stories, features and segments; provide and implement innovative news format concepts to achieve a leading edge over the competition; assign tasks, supervise, guide and train staff and evaluate their progress.

Senior Anchor/Host:

Writes, anchors and hosts News and information shows; conducts interviews in studio or in the field; produces own stories; participates in community relations and station promotions.



## SCHEDULE 4

### LIST OF REGULAR EMPLOYEES

Aubert, Marc	Kasvis, Kalliopi
Barton, Rosemary	Koby, Dawna
Bedford, Amanda	Kotzia, Rita
Benoit, David	Kuzminski, Maxine
Bessette, Julie	L. Heureux, Pascal
Bien-Aimé, Linda	Lapierre, Philippe
Blanchet, Manon	Laporte, Gilbert
Booth, Iain	Latour, Martine
Bourget, Alain	Le Couteur, Michael
Bourget, Normand	Leblanc, Pascale
Boutin, Annie	Leclair, Anne Marie
Brabant, Julie	Legault, Celine
Brault, Anne	Lestourneau, Robert
Brule, Martin	Lopez, Juan A.
Carbonneau, Denis	Maltais, Yannick
Charland, Simon	Mann, Lucy
Churchmuch, Tanya M.	Martins, Robert
Comier, Paul	Mckee, Tracey
Dagenais, Richard	Michaud, Eric
Dahl, Karol	Michaud, Etienne
Dawson, Peter	Morin, Eric
De Montigny, Mira	Orchard, Jamie
Denomme, Felix	Pare, Jean-Francois
Desmarchais, Stephane-Luc	Pare, Stephane
Djevahirdjian, Lisa	Peplowski, Andrew
Doddridge, Jayne	Percy, Ken
Donnelly, Barry	Perrault, Vincent
Doucet, Robert	Polson, Leta
Dubois, Al	Popadic, Alexandra
Dubois, Philippe	Robert, Julie
Enlow, Jason	Rousseau, Rachel
Fazioli, Domenic	Sargeant, Timothy F.
Ferland, Dominik	Sedell, David
Filion, Raymond	Sergakis, Helena
Frank, Andrew	Shao, Kong-Yun
Gadbois, Yannick	Shingler, Katherine
Garrett, Crystal	Sirois, Antoine
Gardiner, Heather	Stephen, Jeff
Gaudreau, Sylvain	Thomas, Robert
Gauthier, Dominique	Trudeau, Sylvain
Gauvin, Guy	Trottier, Claude
Girouard, Daniel	Verthuy, Veronique
Gott, Paul	Verville, Jean-Vincent
Graif, Paul	Vezina, Carolyn
Grandmont, Gaetan	Vincent, Stephane
Guerin, Marco	Witwicki, Paul
Henderson, Alexandra	Wurz, Christine
Henry, Sean	Yee, Michael
Johnson, Alan	Zaklama, Christine

## Letter of Understanding No. 1

### Transfer and Assignment of Work

The parties hereby agree that the Employer may Transfer or assign the following functions or work to another Global Television facility outside the province of Quebec subject to other applicable provisions of this Letter of Understanding:

- \* Master Control/VTR functions
- \* Traffic functions
- \* Administrative functions

1. The Employer will notify the Union of a transfer or assignment of bargaining unit work or functions at least nine (9) weeks prior to the date on which such change will occur.
2. Employees affected will receive nine (9) weeks notice or payment in lieu of notice
3. Employees who are laid-off as a result of a transfer or assignment of work have the right to avail him/herself of his/her seniority, subject to the provisions of Article 3.05 of the collective agreement, and bump the employee who has less seniority in another job of his choice on the condition that he/she is qualified to ~~fulfill~~ the job in a satisfactory manner. The employee must exercise his/her right to bump within ten (10) days of receiving his/her notice of layoff. The provisions of Article 18 (Layoffs) will apply except that Articles 18.01, 18.03, 18.06 and 18.11 will not apply
4. An employee who is laid-off as a result of a transfer or assignment of work:
  - a) will receive three (3) weeks paid notice and a layoff indemnity of four (4) weeks per year of completed service to a maximum of fifty-two (52) weeks with a minimum severance payment of eight (8) weeks,
  - b) will be entitled to a training allowance of two thousand five hundred dollars (\$2,500) to be reimbursed upon receipt of an invoice from a recognized institution.



c) may attribute a portion of his/her layoff indemnity to augment his/her two thousand five hundred dollar (\$2,500) training allowance with such augmentation up to a maximum of eight thousand dollars (\$8,000) and upon receipt of invoice from a recognized institution. The employee will advise the Employer within two (2) months of receiving his/her notice **of** layoff of his/her request to receive a portion of his/her severance in the form of a training allowance. The remainder of the layoff indemnity will be paid in accordance with Article 18 of the collective agreement.

d) may apply to any new or vacant position which occurs within eighteen (18) months from the date of layoff at a Global Quebec location. However, the recall rights will remain in effect as per the collective agreement for a period not exceeding twelve (12) months from the date of his/her last lay-off. The employee's application to the new or vacant position will be considered on a priority basis over any outside applicant, provided the employee meets the qualifications established for the position.

Dated at Montreal, Quebec this \_\_\_\_\_ day of October 2003.

\_\_\_\_\_  
Stéphane Paré

\_\_\_\_\_  
Maureen Rogers

\_\_\_\_\_  
Lisa Djevahirdjian

\_\_\_\_\_  
Anne Marie Doss

\_\_\_\_\_  
Alberto Lopez

\_\_\_\_\_  
Pierre Gilbert

\_\_\_\_\_  
Dominik Ferland

\_\_\_\_\_  
Ward Smith

<b>Class 1</b>	<b>Receptionist/Shipping; Editorial Assistant/Autocue</b>							
	1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Level	Annual Salary		Annual Salary		Annual Salary		Annual Salary	
				\$13.33	\$26,512	\$13.60	\$27,042	\$13.87
Year 1	\$26,501	\$13.59	\$27,031	\$13.86	\$27,572	\$14.14	\$28,123	\$14.42
Year 2	\$27,562	\$14.13	\$28,113	\$14.42	\$28,676	\$14.71	\$29,249	\$15.00
Year 3	\$28,664	\$14.70	\$29,237	\$14.99	\$29,822	<b>\$15.29</b>	\$30,419	\$15.60
Year 4			\$30,407	\$15.59	\$31,015	<b>\$15.91</b>	\$31,635	\$16.22
<b>Class 2</b>								
	1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Level	Annual Salary		Annual Salary		Annual Salary		Annual Salary	
Start	\$28,998	\$14.87	\$29,578	\$15.17	\$30,170	\$15.47	\$30,773	\$15.78
Year 1	\$30,159	\$15.47	\$30,762	\$15.78	\$31,377	\$16.09	\$32,005	\$16.41
Year 2	\$31,365	\$16.08	\$31,992	\$16.41	\$32,632	\$16.73	\$33,285	\$17.07
Year 3	\$32,620	\$16.73	\$33,272	\$17.06	\$33,937	\$17.40	\$34,616	\$17.75
Year 4	\$33,923	\$17.40	\$34,602	\$17.74	\$35,294	\$18.10	\$36,000	\$18.46
Year 5			\$35,986	\$18.45	\$36,706	\$18.82	\$37,440	\$19.20
<b>Class 3</b>								
	<b>Promotions Coordinator; Traffic Coordinator; Chyron Inifinit Operator; Production Assistant</b>							
	<b>Accounting Coordinator</b>							
	1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Level	Annual Salary		Annual Salary		Annual Salary		Annual Salary	
Start	\$31,634	\$16.22	\$32,266	\$16.55	\$32,912	\$16.88	\$33,570	\$17.22
Year 1	\$32,898	\$16.87	\$33,556	\$17.21	\$34,227	\$17.55	\$34,912	\$17.90
						\$18.25	\$36,309	\$18.62
Year 2	\$34,215	\$17.55	\$34,899	\$17.90	\$35,597	\$18.25	\$36,309	\$18.62



<b>Class 5</b>								
	<b>Line-Up Editor; Reporter; Photojournalist; Avid Editor; News Production Editor;</b>							
	<b>Microwave Engineer; Field Producer; Master Control Operator; Traffic Reporter</b>							
	1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Level	Annual Salary		Annual Salary		Annual Salary		Annual Salary	
Start	\$38,444	\$19.71	\$39,213	\$20.11	\$39,997	\$20.51	\$40,797	\$20.92
Year 1	\$39,981	\$20.50	\$40,781	\$20.91	\$41,596	\$21.33	\$42,428	\$21.76
Year 2	\$41,580	\$21.32	\$42,412	\$21.75	\$43,260	\$22.18	\$44,125	\$22.63
Year 3	\$43,244	\$22.18	\$44,109	\$22.62	\$44,991	\$23.07	\$45,891	\$23.53
Year 4	\$44,974	\$23.06	\$45,873	\$23.52	\$46,791	\$24.00	\$47,727	\$24.48
Year 5	\$46,773	\$23.99	\$47,708	\$24.47	\$48,662	\$24.96	\$49,636	\$25.45
Year 6	\$48,643	\$24.95	\$49,616	\$25.44	\$50,609	\$25.95	\$51,621	\$26.47
Year			\$51,601	\$26.46	\$52,633	\$26.99	\$53,686	\$27.53
<b>Class 6</b>								
	<b>Technical/Producer</b>							
	1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Level	Annual Salary		Annual Salary		Annual Salary		Annual Salary	
Start	\$43,936	\$22.53	\$44,814	\$22.98	\$45,711	\$23.44	\$46,625	\$23.91
Year 1	\$45,693	\$23.43	\$46,607	\$23.90	\$47,539	\$24.38	\$48,490	\$24.87
Year 2	\$47,521	\$24.37	\$48,471	\$24.86	\$49,441	\$25.35	\$50,430	\$25.86
Year 3	\$49,421	\$25.34	\$50,410	\$25.85	\$51,418	\$26.37	\$52,446	\$26.90
Year 4	\$51,399	\$26.36	\$52,427	\$26.89	\$53,475	\$27.42	\$54,545	\$27.97
Year 5	\$53,455	\$27.41	\$54,524	\$27.96	\$55,614	\$28.52	\$56,727	\$29.09
Year 6	\$55,593	\$28.51	\$56,705	\$29.08	\$57,839	\$29.66	\$58,996	\$30.25

Class	Anchor/Writer; Technical Maintenance/MIS Supervisor; Supervising Director; Assignment Editor	7	Supervising Technical Director; Supervising Camera/Editor				
Year	\$31.46						
Start	\$49,429	\$25.35	\$50,417	\$25.85	\$51,425	\$26.37	\$52,454
Level	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary
1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Year	\$57,824	\$29.65	\$58,981	\$30.26	\$60,160	\$30.85	\$61,364
Year	\$60,138	\$30.84	\$61,341	\$31.46	\$62,567	\$32.09	\$63,819
Year	\$62,542	\$32.07	\$63,793	\$32.71	\$65,069	\$33.37	\$66,371
Year			\$66,345	\$34.02	\$67,672	\$34.70	\$69,026
Year							
Class	Senior Producer News; Senior Anchor/Host						
8							
Start	\$54,921	\$28.16	\$56,019	\$28.73	\$57,139	\$29.30	\$58,282
Level	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary
1-Sep-02		1-Sep-03		1-Sep-04		1-Sep-05	
Year	\$57,117	\$29.29	\$58,259	\$29.88	\$59,425	\$30.47	\$60,613
Year	\$59,402	\$30.46	\$60,590	\$31.07	\$61,802	\$31.69	\$63,038
Year	\$61,778	\$31.68	\$63,013	\$32.31	\$64,274	\$32.96	\$65,559
Year	\$64,249	\$32.95	\$65,534	\$33.61	\$66,846	\$34.28	\$68,182
Year	\$66,819	\$34.27	\$68,155	\$34.95	\$69,518	\$35.65	\$70,909
Year	\$68,155	\$34.95	\$69,518	\$35.65	\$70,909	\$36.36	\$71,336

Year 6	\$69,492	\$35.64	\$70,882	\$36.35	\$72,299	\$37.08	\$73,745	\$37.82
Year 7			\$73,717	\$37.80	\$75,191	\$38.56	\$76,695	\$39.33
								62

---

Michel Bibeault

