

COLLECTIVE AGREEMENT

BETWEEN

CJCH-TV/ASN, DIVISIONS OF CTV TELEVISION INC.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN, HELPERS & MISCELLANEOUS WORKERS, LOCAL 927

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## ARTICLE 1 - INTENT AND PURPOSE

### 1.01 - Intent and Purpose

It is the intent and purpose of the Employer and the Teamsters Local 927 to set forth herein the terms of an agreement covering hours of work, conditions of employment, rates of pay and to provide a method for the adjustment of disputes which may arise between the parties so as to promote orderly and productive relations between Employer and Employees, to achieve uninterrupted operation of the work place and to encourage the highest quality of performance.

## ARTICLE 2 - UNION RIGHTS

### 2.01 - Union Recognition

- (a) The Employer recognizes the Teamsters Local 927, hereinafter referred to as "the Union", as the exclusive bargaining agent for all employees of the News/Public Affairs/Special Programs Department, Broadcast Operations Department, Creative Services Department and Communications Department of CJCH-TV/ASN, Divisions of CTV Television Inc., working at or out of the broadcasting facility in Halifax, Nova Scotia, excluding the classifications of: Director News, Public Affairs and Special Programs; Executive Producer; Senior Producer; Operations Supervisor; Camera Editor (Nfld.); Assignment Editor; News Administration Coordinator; Director Creative Services; Director Communications; News Secretary; Technical Supervisor; Director Broadcast Operations, Operations Assistants, Promotions Supervisor and Scheduling Supervisor.
- (b) The Employer agrees not to transfer, assign or subcontract any work or duties normally performed by members of the bargaining unit to any other person or to any other company or its employees if the effect of such a transfer, assignment or subcontracting of work or duties would be to cause a reduction in the size of the bargaining unit or to prevent the recall from layoff of a member of the bargaining unit or results in the failure to fill a vacancy in the bargaining unit or the failure to hire a full-time employee into the bargaining unit.

### 2.02 - Individual Contracts

- (a) This agreement represents minimum rates, fees and conditions of employment. No person employed in any job classification within the scope of this agreement shall be compensated at rates lower than those provided herein nor shall any conditions be less favourable than the provisions of this agreement.

- (b) Nothing in this agreement shall be deemed to prevent an employee and the Employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of this agreement. Persons employed under terms or conditions in excess of minimum provisions of this agreement shall be entitled to exercise all of the benefits and protection of the provisions of this agreement. Without limiting the generality of the foregoing, any provision of an individual contract which purports to create employment for a specific term shall be considered null and void.
- (c) Within fifteen (15) days of its execution, a copy of an individual contract shall be forwarded to the Local Union Business Representative in Halifax, and the monetary amounts within the copy of the individual contract shall be deleted. The contents of the individual contract shall be considered strictly confidential and shall not be disclosed by the Local Union Business Representative to any other person, firm or corporation without the written agreement of the Employer and the employee.
- (d) This agreement shall not in any way amend any special arrangements for salaries, other rates of pay, or working conditions more favourable to the employees that existed pursuant to the provisions of an individual contract of employment prior to the signing of this agreement.

### 2.03 - No Discrimination

- (a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union. Both parties shall act fairly, in good faith, and in a non-arbitrary manner towards Employees.
- (b) There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee for reasons of race, national or ethnic origin, colour, religion, sex, sexual orientation, marital or parental status, physical handicap or age, unless such discrimination is based upon a bona fide job requirement. To that end, the Company has implemented a Non-Discrimination/Harassment Policy which will form part of this Collective Agreement.
- (c) Sexual harassment
  - (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, and the Employer undertakes to

discipline any person employed by the Employer engaging in the sexual harassment of another employee.

- (ii) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (iii) In the event of a complaint alleging such harassment, the complaint will be presented by the complainant and/or the Union to the Department Head or the **Vice President and General Manager** (where it is alleged that the person occupying the position of the department head is the harasser). Failing settlement of the complaint to the satisfaction of the complainant, the complainant may file a formal grievance with the **Director Human Resources**. Grievances under this Article shall be handled with all possible confidentiality and dispatch.
- (iv) In cases of alleged sexual harassment, the Employee alleging harassment has a right to limit communication with the alleged harasser to work related matters and to insist that such communication be conducted within sight of another person.
- (v) An alleged offender under this Article shall be entitled:
  - (a) to be given notice of the substance of a grievance under this clause;
  - (b) to be given notice of and to attend, participate in and be represented at the arbitration hearing which is held on a grievance under this Article.
- (vi) An arbitrator hearing a grievance under this Article shall have authority to:
  - (a) dismiss the grievance;
  - (b) determine the appropriate level of discipline; and
  - (c) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

## 2.04 - Bulletin Boards

The Employer agrees to the posting of announcements signed by a member of the Local Executive of the Union regarding elections, meetings, negotiation developments and internal affairs of the Union, on Company bulletin boards provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Employer at the time of posting.

#### 2.05 - Check-off of Union Dues

- (a) The Employer shall, as a condition of employment, deduct from the salary of each employee in the bargaining unit, the amount of initiation fees and dues established by the Union. The Union shall advise the Employer of any changes to the dues structure in writing.
- (b) Deductions shall be made from each payroll cheque.
- (c) All deductions shall be remitted to the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made, accompanied by a list of the names and classifications of the employees from whose salaries these deductions have been made together with the amounts deducted from each employee and the names of employees who have left or joined the Employer since the last payment.
- (d) With regard to part-time employees, dues shall be deducted on the basis of one point one five (1.15) percent of gross earnings from employment as a part-time employee with a minimum deduction of **twenty** dollars (\$20.00) to a maximum deduction of thirty-six dollars (\$36.00) per month. Before the Employer is obliged to deduct any amount under (a) above, the Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Local Union Business Representative. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) Union dues deductions shall be included on employees' T-4 slips.
- (f) The Teamsters Local 927 agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

#### 2.06 - Union Security

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

- (b) The Union shall not require the Employer to terminate the employment of an Employee because he/she has been expelled or suspended from membership in the Union for a reason other than failure to pay periodic dues, assessments or initiation fees uniformly required to be paid by all members of the Union as a condition of retaining membership in the Union.
- (c) As both parties agree that Employees are free to join or not join the Union, the Employer agrees to inform new bargaining unit Employees, before hiring, that the Union is the certified bargaining agent and that the new Employee is covered by a Collective Agreement. Names of the Local Executive officers of the Union or that of the Teamsters Branch Representative will be supplied upon request to such Employees.

#### 2.07 - Stewards

The Union will notify the Employer in writing of the names of its local stewards and of any person appointed or otherwise selected as union steward. The Employer will not be required to recognize any employee representing himself/herself as a steward until the Employer has been so advised. The steward should determine the immediate supervisor of the current work area and obtain the supervisor's permission before leaving that work area to attend to matters arising under this agreement. Such permission shall not be unreasonably withheld.

#### 2.08 - Time Off For Union Business

- (a) A maximum total of three (3) Employees (maximum one (1) from a job classification) shall be permitted to participate in negotiations relative to the renewal of this collective agreement, without loss of pay or other benefits. The parties shall schedule sessions so that there is the least possible disruption to the station's normal operations or the Employee's performance.
- (b) In the event that an Employee becomes an elected official of Teamsters Local 927 or the Union, he/she shall be granted leave of absence without pay to attend Teamsters Local 927 or Union meetings. No more than one Employee at a time from the bargaining unit may be absent for such purpose and the total number of days absent shall not exceed five per year and no such days of absence shall be taken during a ratings period or in the week preceding or the week following a rating period. It is recognized that because of evolutions in the Union structure and the Employer's circumstances, there may be a requirement for these leaves to exceed a total of five (5) work days in any one (1) year. Accordingly, requests may be made for unpaid annual leave of more than five (5) days; the Employer may, at its



discretion, permit an increase in the annual entitlement.

#### 2.09 - Access to Studio or Location

An accredited representative of the Union shall be admitted, with permission from the **Director Human Resources** or in his absence the Assistant News Director, to the place where employees are working. Where possible, such permission shall be requested and responded to in writing and shall not be unreasonably withheld.

#### 2.10

Every videotape or film programme produced (excluding programmes produced by News and Public Affairs Department) solely by the Employees in this bargaining unit, with or without the assistance of Employees in the IBEW Local 1318 bargaining unit and intended for play on the ATV/ASN networks shall have some visual identification of Teamsters Local 927 displayed.

This shall include film/tape containers, file/tape billboards and end credits. The Union recognizes that it is their responsibility to provide such material for display and to ensure such display.

### ARTICLE 3 - DEFINITIONS

#### 3.01 - Part-Time Employees

- (a) A part-time Employee is a person who is hired on a continuing basis for a specific purpose. His/her regular weekly hours will be no more than 24. The Employer will notify the Union of the hiring of a part-time Employee no later than the end of the first pay period within which that Employee was hired.
- (b) A part-time employee is subject to the provisions of the Collective Agreement as would be a full-time employee except for the following Articles which are not applicable: 7, 11 (except 11.01), 13 (**except 13.02 as set forth below**), 14 and 15. The Employer will add **for Insurance** purposes for part-time employees, an amount equal to three percent (3%) of the employees' monthly earnings to **their** pay not later than the **first pay date** following the month in which the earnings were earned.

**Regarding the applicability of Article 13.02 to part-time employees, the following shall apply:**

- (i) **Participation in the Defined Contribution Pension Plan for all part-time**

employees hired after June 1, 2001 shall be mandatory after completion of the eligibility requirements. The eligibility requirement is 700 hours worked in two consecutive calendar years as determined every January (e.g. in January 2003, any part-time employee hired after June 1, 2001 who worked 700 hours during calendar years 2001 and 2002 shall join the Defined Contribution Pension Plan on February 1, 2003).

(ii) All part-time employees hired prior to June 1, 2001 who meet the eligibility requirements to join the Defined Contribution Pension Plan (i.e. 700 hours worked in each of the calendar years 1999 and 2000) shall be identified by the Employer and provided with a one-time opportunity to join the Defined Contribution Pension Plan within one (1) month of the ratification of the Memorandum of Settlement. If these eligible part-time employees decide to join the Defined Contribution Pension Plan within the aforementioned one (1) month period, they will complete an Enrolment Form and they will be enrolled in the Defined Contribution Pension Plan on the first day of the month following the completion of the Enrolment Form. If the eligible part-time employees provide written notification within one (1) month of the ratification of the Memorandum of Settlement that they do not want to join the Defined Contribution Pension Plan then for retirement purposes until their part-time employment is terminated, they shall continue to receive added to their pay an amount equal to five percent (5%) of their monthly earnings not later than the first pay date following the month in which the earnings were earned.

(iii) All part-time employees hired prior to June 1, 2001 who do not meet the eligibility requirements to join the Defined Contribution Pension Plan (i.e. 700 hours worked in each of the calendar years 1999 and 2000) shall be identified by the Employer within one (1) month of the ratification of the Memorandum of Settlement. These part-time employees for retirement purposes shall continue to receive added to their pay until their part-time employment is terminated an amount equal to five percent (5%) of their monthly earnings not later than the first pay date following the month in which the earnings were earned.

(c) The Employer shall not employ more than one part-time Employee if the effect of employing those part-time Employees would be to enable the Employer to avoid hiring of a full-time Employee.

- (d) The wages paid to part-time employees shall be a prorated portion of the starting level salary for the same or comparable full-time job classification, based on the number of hours actually worked in the relevant pay period.
- (e) A part-time Employee who transfers to the full-time staff may be required to undergo the probationary period as contemplated in Article 3.03 at management's discretion. In no case will such Employee be required to complete a probationary period of longer than three (3) months duration.
- (f) A part-time Employee who transfers to the full-time staff shall, after successful completion of the probationary period as contemplated in Article 3.03, receive a seniority credit equivalent to the number of hours worked as a part-time Employee from the date of the signing of this Agreement to the date of such transfer.
- (g) For the purpose of determining entitlement to the wardrobe and makeup/hair/dry **cleaning/laundry** allowances [Articles 10.01(a) and (b)], calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the part-time employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by one hundred seventy-five dollars (\$175.00) [two hundred seventy-five dollars (\$275.00) for anchor persons] for the wardrobe allowance and **one hundred fifty** dollars (\$150.00) for the makeup/hair/dry **cleaning/laundry** allowance, and the amounts so determined shall be given to the part-time employee, subject **to the** Employer's approval of clothing for on air acceptability requirements of Article 10.01(a). Utilization of the makeup/hair/dry **cleaning/laundry** allowance for hair treatment **shall be** limited to part-time employees doing the work of the Host, Co-Host, Anchor Person, Reporter, Senior Reporter and Reporter/Anchor categories. **Payment will be made upon the provision of receipts.**

### 3.02 - Temporary Employee

- (a) A temporary Employee is a person who is hired to replace a full-time bargaining unit Employee absent on vacation, leave or prolonged sickness; or to meet an extra workload. He/she is subject to the provisions of the collective agreement as would be a full-time Employee with the exception of Articles 7, 11 [except 11.01 (a), (b) and (c)], 13 [**except 13.02 as set forth in Article 3.02 (c)**] and 14 which are not applicable. A temporary Employee shall be considered as having become a permanent full-time Employee if the temporary Employee works more than nine (9) months in any consecutive twelve (12) month period coinciding with his/her most recent start date of such employment. Should a temporary Employee be retained as a full-time Employee contiguous to his/her hiring as a temporary Employee then

the probationary period in Article 3.03 and the Employee's seniority will date from the most recent start date of such temporary employment.

- (b) The Employer will notify the Union of the hiring of temporary Employee no later than the end of the first pay period within which that Employee was hired.
- (c) The Employer will add **for Insurance** purposes for temporary employees, an amount equal to three percent (3%) of the employees' monthly earnings to **their** pay not later than the **first pay date** following the month in which the earnings were earned.

**Regarding the applicability of Article 13.02 to temporary employees, the following shall apply:**

- (i) **Participation in the Defined Contribution Pension Plan for all temporary employees hired after June 1, 2001 shall be mandatory after completion of the eligibility requirements. The eligibility requirement is 700 hours worked in two consecutive calendar years as determined every January (e.g. in January 2003, any temporary employee hired after June 1, 2001 who worked 700 hours during calendar years 2001 and 2002 shall join the Defined Contribution Pension Plan on February 1, 2003).**
- (ii) **All temporary employees hired prior to June 1, 2001 who meet the eligibility requirements to join the Defined Contribution Pension Plan (i.e. 700 hours worked in each of the calendar years 1999 and 2000) shall be identified by the Employer and provided with a one-time opportunity to join the Defined Contribution Pension Plan within one (1) month of the ratification of the Memorandum of Settlement. If these eligible temporary employees decide to join the Defined Contribution Pension Plan within the aforementioned one (1) month period, they will complete an Enrolment Form and they will be enrolled in the Defined Contribution Pension Plan on the first day of the month following the completion of the Enrolment Form. If the eligible temporary employees provide written notification within one (1) month of the ratification of the Memorandum of Settlement that they do not want to join the Defined Contribution Pension Plan then for retirement purposes until they their temporary employment is terminated, they shall continue to receive added to their pay an amount equal to five percent (5%) of their monthly earnings not later than the first pay date following the month in which the earnings were**

earned.

(iii) All temporary employees hired prior to June 1, 2001 who do not meet the eligibility requirements to join the Defined Contribution Pension Plan (i.e. 700 hours worked in each of the calendar years 1999 and 2000) shall be identified by the Employer within one (1) month of the ratification of the Memorandum of Settlement. These temporary employees for retirement purposes shall continue to receive added to their pay until their temporary employment is terminated an amount equal to five percent (5%) of their monthly earnings not later than the first pay date following the month in which the earnings were earned.

- (d) For the purpose of determining entitlement to the wardrobe and makeup/hair/dry cleaning/laundry allowances [Articles 10.01(a) and (b)] calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the temporary employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by one hundred and seventy-five dollars (\$175.00) [two hundred and seventy-five dollars (\$275.00) for anchor persons] for the wardrobe allowance and **one hundred and fifty dollars (\$150.00)** for the makeup/hair/dry cleaning/laundry allowance, and the amounts so determined shall be given to the temporary employee, subject **to the** Employer's approval of clothing for on air acceptability requirements of Article 10.1(a). Utilization of the makeup/hair/dry cleaning/laundry allowance for hair treatment shall require the provision of receipts and be limited to temporary employees doing the work of the Host, Co-Host, Anchor Person, Reporter, Senior Reporter and Reporter/Anchor categories. **Payment will be made upon the provision of receipts.**

### 3.03 - Probationary Employee

- (a) A probationary Employee is an Employee (other than a temporary Employee) hired for a regular full-time job but who has not yet completed three months of continuous and uninterrupted employment with the Employer. Time lost by probationary Employees for personal or health reasons shall not be counted toward the completion of this three-month period.
- (b) An Employee on probation shall have his/her work performance reviewed midway through and before the completion of his/her probationary period by the Employer. The Employer may then elect to grant the Employee the status of regular Employee or may extend his/her probationary period for a period not to exceed a further three

months when a final decision must be reached. The Employer may release the probationary Employee at any time.

If the Employer fails to notify the Employee prior to the expiration of this three-month probationary period that he/she has been confirmed or, alternatively, that they wish to extend his/her probationary period, he/she shall be deemed to be confirmed as a full-time Employee.

- (c) Probationary Employees shall not be entitled to seniority rights and may be discharged by the Employer at any time during the probationary period or any extension thereof, and such discharge shall be deemed to be for just cause without the Employer being required to demonstrate any cause for the exercise of this right. The Employer agrees not to act in a discriminatory manner nor in bad faith in the exercise of this right.

#### 3.04

- (a) The Employer shall not use a temporary or part-time Employee if it results in the lay-off of a full-time Employee or if it would prevent the recall from lay-off of a full-time Employee or if it would prevent the hiring of a full-time Employee in that classification.

### ARTICLE 4 - MANAGEMENT RIGHTS

#### 4.01

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

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

- (a) to determine the location, number and size of plants and portions thereof;
- (b) to determine the choice of machines and technical equipment, the procedures and standards of operation and the content of programs;
- (c) to decide the number of employees and the operation schedule;
- (d) to select, hire, promote, transfer, lay-off and to discipline, suspend or discharge an Employee for just and sufficient cause and to maintain order and efficiency of the

Employees, subject to the right of an Employee to file a grievance;

- (e) to supervise the work force, to make, alter and amend reasonable rules of conduct and procedure for Employees and to enforce same.
- (f) none of the rights set forth in this Article will be exercised in a manner inconsistent with the terms of this Collective Agreement.

#### 4.02

In the event that the Employer seeks to replace an anchor person, the following procedure shall apply:

- (a) the Employee affected shall be informed in writing;
- (b) upon delivery of this notice, the Employer shall select one of the following options:
  - (i) to pay the Employee the lump sum severance payment outlined in (c) below, or
  - (ii) to permit the Employee to exercise his/her seniority to displace a less senior Employee or fill a vacancy in any other job classification other than anchor person, in which the Employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period.

Upon such reassignment, the Employee's previous salary will be maintained for the first three months of such reassignment, following which the Employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

- (c) an Employee terminated pursuant to this Article shall be entitled to severance pay in accordance with the following terms and conditions:
  - (i) post-probation to five (5) completed years of service - six months,
  - (ii) thereafter, two weeks additional severance pay per six (6) months of service, calculated on a pro rata basis,
  - (iii) the maximum severance payable under this Article shall be twelve (12) months pay,

- (iv) this severance pay shall be paid by way of **a lump sum,**
- (v) **and partial coverage under the Group Insurance Program will be continued for the terminated employee for a time period based on one (1) week for each year or part year of service. The only portions of the Group Insurance Program coverage to be continued are: medical benefits, dental care, vision care and hospital expense benefits. Those portions of the Group Insurance Program which will not be continued are Long Term Disability, Short Term Disability, Life Insurance and Out-of-Canada coverage; and, nursing care claims and drug claims are each limited to a total of \$5,000.00 during the term of the extended coverage,**
- (vi) such severance pay **and benefits continuation** shall include and be in lieu of any notice or severance pay obligations established by the *Canada Labour Code*;
- (d) an Employee terminated pursuant to this Article shall be granted reasonable access to company facilities to produce "air-checks" and such other material which may be required to assist the Employee in securing new employment;
- (e) in the event that an Employee is displaced from his/her job classification by the exercise of these provisions, he/she shall in turn have the right to displace a less senior Employee in a job classification for which the displaced Employee meets the criteria outlined in (b) above;
- (f) the Employer shall not use the rights contained in this Article as a substitute for the disciplinary powers contained in Article 6; discipline may only be exercised with just and sufficient cause.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### 5.01 - Purpose

The Employer and the Union recognize that grievances may arise concerning the application, administration, interpretation or an alleged violation of this agreement, in which circumstances the procedure for resolving such a grievance shall be the grievance procedure set forth in this Article.

### 5.02 - Step 1



Within twenty (20) working days following the event or knowledge by the Employee of the events on which the grievance is founded, or which gave rise to the grievance, the Employee may take the matter up with the Department Head or his/her designee by presenting the grievance in writing. The Employee may be accompanied or represented by a steward. The Department Head or his/her designee to whom the grievance was presented shall reply in writing with a copy to the Representative of the Union within twenty (20) working days of the presentation of the grievance. Failing a settlement of the grievance, or a reply, the Employee may proceed to Step 2.

#### 5.03 Step 2

Within ten (10) working days from the expiration of the period for the Employer's reply referred to in Step 1, the Employee, accompanied by the grievance committee, comprising up to a maximum of three (3) bargaining unit Employees, accompanied by the Maritime Branch Representative of the Union or his/her designee if so desired, may present the matter to the **Director Human Resources** or his designee. The written grievance and reply, if any, completed in Step 1 must be presented. The **Director Human Resources** or his designee shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2. If final settlement of the grievance is not reached at Step 2, the dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration.

#### 5.04

If either of the parties considers that his Agreement is being misunderstood, misinterpreted or violated in any respect by the other or if a matter concerns the dismissal of an employee, the matter may be submitted as a written grievance and discussed between the representatives of the Employer and the Union Grievance Committee, which may be accompanied by the Local Union Business Representative.

If not satisfactorily settled within ten (10) working days of the above meeting, either party may refer the matter to arbitration.

#### 5.05 - Arbitration

If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration, it shall, within thirty days of the completion of the last meeting contemplated by the grievance procedure, give to the other party to this agreement, written notice of its intention to arbitrate, at the same time specifying one of the following list of arbitrators as being not acceptable:

Innis Christie  
Bruce Outhouse  
Greg North

Bill Kydd  
Milton Vienot

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

#### 5.06

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

#### 5.07

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

#### 5.08

The parties will jointly bear the expense of an arbitrator in equal portions.

#### 5.09

In determining the time within which any step is to be taken under the foregoing provisions of this Article where the phrase "working days" is utilized, Saturdays, Sundays and the recognized statutory holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Employer and the Union but the same must be in writing.

#### 5.10

The Employer agrees that after a grievance has been initiated by an Employee, that aggrieved Employee will not be required to enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with a company representative.

#### 5.11

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing this grievance through the grievance procedure. The nature of the grievance, the remedy sought, and the section or sections of the agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change following the reference to arbitration, provided that the failure to properly identify the appropriate sections of the collective agreement shall not prejudice the determination of the grievance on its merits.

#### 5.12

Absence from work at a mutually convenient point in time subject to the operational requirements of the production process, shall be permitted for the griever, a steward or the members of the grievance committee, where it is required in connection with the handling of a grievance through the grievance procedure prior to the reference to arbitration under the foregoing provisions of this Article. The Employees in question shall address their requests for leave from work for these purposes to their immediate supervisor. Time spent in attending grievance meetings with representatives of management shall be limited to that reasonably necessary to fully explain the points of view of the parties regarding the issue in dispute and neither the griever nor the steward nor the grievance committee (as the case may be ) shall suffer any loss of basic pay as a consequence of participation in such a meeting.

#### 5.13

If it is determined by the arbitrator that an Employee has been suspended, discharged or otherwise disciplined without just and sufficient cause, the arbitrator may make any decision which is just and equitable.

#### 5.14

The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or subtract from or to amend any of the terms of this agreement.

#### 5.15

The Employer agrees that Employees exercising their rights under provisions of this Article do so without prejudice to their relationship with the Employer.

## 5.16

The parties hereby agree to an Expedited Mediation/Arbitration Procedure as follows:

- (a) The parties undertake to refer all grievances which are still outstanding subsequent to either STEP 2 or Article 5.04 of the Grievance Procedure to this Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless of this Article; however, the parties anticipate that this would normally apply only to dismissal grievances.
- (b) The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as "the Chair".
- (c) The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties the parties shall request another arbitrator, selected in accordance with Article 5.05, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
- (d) The grievance shall be presented at hearings held under this procedure by representative(s) of the Company and the Union and neither party will designate a representative who is a dues paying member of any Law Society.
- (e) The parties shall meet at least one week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavouring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after this meeting then the other party shall be advised of that information immediately.
- (f) The parties shall endeavour to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
- (g) The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Article.
- (h) The hearing shall be governed by the following parameters:
  - (i) Pursuant to Item (e) above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be

provided to the Chair at least a day prior to the scheduled hearing.

- (ii) All presentations are to be short and concise with:
  - (a) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.
  - (b) The Response to the Opening Statement will cover any facts which are in dispute and any additional facts.
  - (c) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
  - (d) Arguments will be presented only to points in issue and should not exceed one hour in duration or five typed pages of single spacing.
  - (e) Unless both parties agree, written submissions, precedents or authorities shall not be delivered to the Chair after the hearing.
  - (f) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
  - (g) The hearing will be conducted in an informal manner.
  - (h) The parties will endeavour to ensure that the hearing does not exceed eight hours.
    - (i) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.
- ( i ) At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
  - (i) Rendered verbally either immediately or, at the latest, within three days of the hearing.
  - (ii) Confirmed in writing within three calendar weeks of the hearing.

- (iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.
- (iv) Without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties.
- (v) Binding on both parties.
- (vi) Consistent with the terms of the Collective Agreement.

## ARTICLE 6 - DISCIPLINE

### 6.01 - Just and Sufficient Cause

No Employee shall be disciplined in any manner, dismissed, demoted, suspended, nor have his/her contract terminated except for just and sufficient cause or in accordance with the non-disciplinary provisions of Article 4.02.

### 6.02 - Reasons for Discipline or Dismissal

- (a) In all cases of discipline or dismissal, the burden or proof of just and sufficient cause shall rest with the Employer. Notice of any disciplinary action shall be in writing and shall set forth the reasons for the action taken.
- (b) Discipline or dismissal may be subject to formal grievance procedures as outlined in Article 5. A copy of the written notice of discipline or dismissal shall be forwarded to the Local Union Business Representative within five days of the action having been taken.

### 6.03

All references to disciplinary action shall be removed from the employee's Personnel File after eighteen (18) months of the date of such action being taken, provided that there has been no further disciplinary action of the same offence.

### 6.04

A bargaining unit Employee shall, upon reasonable request, be permitted to review his/her personnel file in the presence of a designated Employer representative.

### 6.05

At the Employees discretion, he/she may take an available Union representative with him/her to any disciplinary meeting involving his/her supervisor or management personnel.

## ARTICLE 7 - SENIORITY

### 7.01

(a) "Seniority" shall be defined as the total length of an Employee's service in the bargaining unit calculated as the elapsed time from the time he/she was hired, unless his/her seniority was broken in which event, subject to provisions elsewhere in this Article, the calculations shall be from the date he/she returned to work following the last break in his/her seniority.

(b) For the purposes of this Article, these are the seniority groups and the job classifications contained therein:

Group 1 - Anchor Persons

Group 2 - Reporters

Group 3 - Senior Reporters

Group 4 - Reporter/Anchors

Group 5 - Program Producers

Group 6 - Directors

Group 7 - Researchers

Group 8 - Researcher/Field Producers

Group 9 - Production Assistants

Group 10 - Writer/Producers

Group 11 - Commercial Producers

Group 12 - Senior Commercial Producers

Group 13 - Continuity Writers

Group 14 - Promotions Producers

Group 15 - Senior Promotions Producers

Group 16 - Promotion Assistants

Group 17 – Autocue

- (c) Within thirty days of the execution of this agreement, the Employer shall prepare and post seniority lists for each seniority group. Any individual who wishes to question his/her placement on these seniority lists shall have thirty days from the date of posting to communicate his/her questions in writing to the office of the director of news and public affairs/special programs or the office of the production/operations manager. These lists shall be updated as to any changes and reported on a semi-annual basis (September 1 and March 1) thereafter.

#### 7.02 - Lay-Off

- (a) "Lay-off" shall mean a reduction in the work force;
- (b)
  - (i) where the Employer determines that a vacancy exists in a job classification from which an Employee is on lay-off, no new Employee will be hired until the Employee laid-off has been recalled,
  - (ii) where the Employer determines that a vacancy exists in a job classification other than that from which an Employee is on lay-off, no new Employee will be hired until the Employee laid off has been given an opportunity to apply for the vacant position. Such application shall be assessed pursuant to the provisions of Article 7.02 (c).
  - (iii) nothing in the Article 7.02 (b) is intended to preclude the Employer from temporarily filling the vacancy pending completion of the recall or application process;
- (c) An Employee laid-off in one seniority group may exercise his/her seniority to displace an Employee in any other seniority group (except anchor person) if the Employee he/she seeks to displace has less seniority and if the senior Employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon lay-off or following a reasonable familiarization period;
- (d) An Employee displaced by the operation of these provisions shall in turn have the



right to seek to displace Employees with less seniority in any job classification (except anchor person) pursuant to the procedure in (c) above.

- (e) The only job classification exempt from this lay-off and displacement procedure is the classification of anchor person. Anchor persons whose incumbent duties and responsibilities are eliminated shall be removed from the classification of anchor person irrespective of their seniority and shall have the right to displace Employees with less seniority in any other job classification if the anchor person has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon lay-off or following a reasonable familiarization period. If there is no classification in which an anchor person may displace another Employee, severance as per Article 4.02 (c) shall apply. Employees in the classification anchor person may not be displaced by other bargaining unit Employees through the exercise of this seniority system;
- (f) An Employee who has reverted through lay-off to a lower rate job classification shall receive the salary in his/her new job classification which is closest to his/her previous salary and shall progress up the salary scale in his/her new job classification on the anniversary date of his/her former job classification.

#### 7.03 - Notice of Lay-Off

The Employer shall give Employees who are to be laid-off as much advance notice as possible and in no case less than sixty (60) days. The Employer shall forward a copy of this notice to the Halifax branch office of the Union at the same time as it notifies the Employee(s) affected. During the period of notice, Employees may be granted reasonable time off with pay to seek other employment. The Employee shall also be granted the use of company facilities to produce "air-checks" and such other materials as may be required to assist the Employee in securing new employment.

#### 7.04 - Service Outside the Unit

- (a) No Employee shall be transferred to a position outside the bargaining unit without his/her consent.
- (b) If an Employee is transferred to a position outside the bargaining unit, he/she shall retain the seniority he/she accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If this Employee later returns to the bargaining unit within six months of departure, he/she will continue to accumulate seniority from the date he/she assumes the position, which shall be added to his/her previously accumulated seniority.

- (c) Six months after an Employee's return to the bargaining unit from employment elsewhere with the Employer or its associated companies, his/her service outside the bargaining unit shall be converted to seniority for the purposes of this agreement.

#### 7.05 - Loss Of Seniority

An Employee shall lose his/her seniority only in the event that he/she is discharged for just and sufficient cause or he/she voluntarily resigns and is not subsequently re-employed so that the provisions of Article 7.04, above, apply; provided that seniority shall not be terminated contrary to the Canada Labour Code. An Employee who is laid-off retains seniority for a period of twelve months plus such additional time worked on a temporary or part-time basis after the layoff, when converted to days. Upon the expiration of that twelve month period plus any additional converted time the Employee will be considered as having had his/her employment with the Employer terminated.

#### 7.06

Employees on lay-off shall be informed in writing by registered mail to which receipt was acknowledged of any recall to or job vacancies in the bargaining unit, temporary or otherwise, and shall have five (5) days or such longer period of time as the Employer may allow from receipt of the notice in which to report for work or to apply for the vacant position. If the Employee fails to report for work within this specified period and has not been recalled to a lower paying position or a non-permanent position, he/she shall lose any right of re-employment.

### ARTICLE 8 - NO STRIKES OR LOCKOUTS

#### 8.01

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union will not cause nor permit its members to cause, a slow-down or a strike of any of the Employer's operations during the term of this agreement. The Employer will not effect, engage in or permit a lockout of its Employees who are members of this bargaining unit during the term of this agreement.

#### 8.02

No Employee shall be transferred or required to go to any property in order to carry out work to assist the operations where a legal strike or a lockout is in progress. No Employee shall be required to perform work normally performed by members of another bargaining unit who are on a legal strike or who have been locked out. The Union will not instruct any

Employee to cease work for the purpose of joining or assisting any strike which may exist at any other place. The Employer and the Union agree that no Employee shall be penalized in any manner for crossing or refusing to cross a picket line where the Employee has reasonable grounds for believing his/her personal safety is threatened.

## ARTICLE 9 - TRAVEL

### 9.01 - Travel Time

Travel time on ATV/ASN business, excluding commuting between residence and normal place of work, shall be counted as time worked to a maximum of eight hours credited for travel in any one work day but this maximum may be increased if it is known, at the time of setting the assignment, that the travel time will exceed eight (8) hours.

### 9.02

The Employer, upon presentation of receipts, shall reimburse each Employee for all necessary in-town and out-of-town travelling and other expenses when such travel and expense is authorized by the Employer.

### 9.03

An Employee shall not be required to use his/her own automobile on Employer business unless he/she consents to do so. When the Employee agrees to use his/her automobile for transportation in connection with his/her assigned duties, the Employer shall reimburse such Employee at the rate of twenty-five cents (\$.25) (or such higher rates as determined by Company policy) per kilometre for such use and in no event shall such Employee receive less than \$5.00 for a round trip.

### 9.04

Reasonable advances against anticipated travel expenses will be made to Employees travelling on assignment.

### 9.05

Employees on authorized out-of-town assignments who receive overnight accommodations shall receive single occupancy accommodations at the Employer's expense where available at the locations concerned.

### 9.06

The Employer will reimburse an Employee for tickets resulting from parking violations that

were justifiably incurred as a result of performing an assignment, if the tickets are presented to the Employer within the initial period provided for payment of same. If not presented within the provided period, the Employer will pay only the amount of the initial charge. Payment will not be approved unless an explanation of the circumstances leading to the ticket is provided in writing at the time of the request for reimbursement.

#### 9.07

In the event that an Employee is requested to perform an assignment at a location outside mainland Nova Scotia, he/she may enter into an agreement with the Employer regarding the terms of such assignment which includes a waiver of the provisions of this agreement regarding scheduling, hours of work and overtime.

#### 9.08

The Company will pay reasonable relocation expenses for Employees transferred from one location to another.

#### 9.09

(a) When Employees are on an out-of-town assignment; or, on an out-of-the station assignment and, with their Supervisor's approval are unable to return to the station for a meal period, the Employer will make the following meal **payments**:

Breakfast	-	\$10.00
Lunch	-	\$12.00
Dinner	-	\$18.00

(b) An Employee is not entitled to the above payment if the Employer pays the costs of the meal or a reasonably adequate meal is otherwise provided at no cost to the Employee.

(c) In addition, an Employee on an out-of-town assignment requiring an overnight stay shall receive an incidental allowance of \$20.00 per day.

(d) When a non self assigning Employee is required by the Employer to work through his/her scheduled meal period and is unable to take a replacement meal period within two (2) hours of the scheduled start time of his/her normal meal period, the Employee is entitled to receive a meal allowance of \$8.00.

(e) Receipts are not required for expenses incurred under the entitlements outlined in subparagraphs 9.09 (a), (c) and (d) above.

- (f) Expenses for out-of-town assignments are paid from the time of leaving the normal place of work until return. In cases where the stay is extended for reasons not related to the Employer's business, claims shall be made as if the extension had not occurred.
- (g) Special Expenses - Employees shall be reimbursed for any expenses other than those covered by (a) and (c) above which may reasonably be incurred during an out-of-town assignment. These expenses may include, but are not limited to, vehicle rentals for reporters, justifiable entertainment expenses, excess baggage costs, and rental or purchasing of equipment or materials required by a producer. Where possible, advances shall be provided and prior authorization shall be received.
- (h) Employees on assignment outside of Canada will receive the expense allotments in Article 9.09 (a), (c) and/or (g), as applicable, in United States funds. Costs of currency conversion or purchase of foreign funds for expenses contemplated in (g) will be reimbursed upon submission of receipts on an expense statement.

#### ARTICLE 10 - WARDROBE

##### 10.01

- (a) An employee who is regularly required to perform on-air will be reimbursed for the cost of each article of new clothing up to a total Company share of \$700.00 per year (\$1,100.00 per year for Anchorpersons). One-half of the aforementioned amounts shall be available for reimbursement during the period of June to November with the remaining one-half available for reimbursement from December to May. Receipts must be supplied and all clothing purchased must be approved for on-air acceptability by management. Nothing in the foregoing shall affect wardrobe allowances which existed prior to this agreement and are more favourable to the employee. There shall be no carry over of costs from one six month period to the next.
- (b) The Company will provide or pay for professional makeup materials **and dry cleaning/laundry of Article 10.01 (a) wardrobe items** for on-air performances by all employees to a maximum of **six hundred** dollars (**\$600.00**) per year per person. The aforementioned **six hundred** dollars (**\$600.00**) per year per person **allowance** may also be utilized for hair treatment for employees in the Host, Co-host, Anchorperson, Reporter, Senior Reporter and Reporter/Anchor categories. **Payment will be made upon the provision of receipts.** Employees required to perform on-air shall not change their personal appearance (e.g. glasses, contacts, hair style) without the prior approval of management. The year shall be

June 1 to May 31 and there shall be no carry over of costs from one year to the next.

#### 10.02

- (a) The Employer shall provide adequate protective clothing and/or safety devices to Employees working outside the station, on special assignments or assignments of prolonged duration or under such other conditions as might reasonably be expected to require their use.
- (b) The protective clothing shall be the property of the Employer and at the Employer's discretion, may be kept at the station and signed out by individual Employees.

### ARTICLE 11 - JOB POSTINGS

#### 11.01 - Vacancies

- (a) The Union and the Employer agree that when the Employer determines that a vacancy exists in a classification within the bargaining unit, the Employees in the Bargaining Unit shall be given an opportunity to apply for the job. The Employer will post for at least five days (120 hours) notice of the vacancy and Employees may file applications for the position.
- (b) Qualifications for a given job classification and position which can be identified and objectively articulated shall be included in the notice posted.
- (c) It shall be the exclusive function of the Employer to assess the qualifications, training, experience, talent and abilities of all applicants, both from within the bargaining unit and otherwise, for any given job opening and to award the position to the applicant who, in its opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary and non-discriminatory manner.
- (d) An unsuccessful applicant shall be given a written explanation outlining the reason(s) he/she was not deemed to be the most suitable person for the vacant position, subject to the right of the employee to file a grievance.

#### 11.02

A position shall not be considered vacant when the incumbent is absent from work because of sickness, accident, leave of absence authorized by this agreement or by management, vacation, or a special event requiring prolonged travel outside the station. However, if it is known that an Employee is to be absent from work for any of the above

mentioned reasons for more than ninety (90) days and the Employer does not chose to forego a replacement, then the position shall be posted as a non-permanent position and the provisions of Article 11.01 shall apply. Upon completion of the non-permanent placement, the Employee shall return to his/her former position.

### 11.03

If during the first ninety days, the successful applicant does not perform satisfactorily in the posted position or wishes to return to his/her former position, then he/she shall revert to his/her former position and the Employee who originally filled the resulting vacancy shall be returned to his/her former position unless, in either case, the Employees and the Employer reach a mutually agreeable **re-assignment**.

## ARTICLE 12 - OUTSIDE WORK

### 12.01

Prior approval must be obtained from the Employer should an Employee wish to engage in work outside of the Employee's hours of work for the Employer, where the nature of the proposed work pertains to the business of the Company or where the Employee exploits his/her connection with the Employer in the course of such activities or where such activities could affect his/her work for the Employer.

## ARTICLE 13 - EMPLOYEE BENEFITS

### 13.01 - Health and Welfare

- (a) The Employer shall continue to provide the non-contributory benefits, contained in the Group Insurance Program in accordance with the master policy between the Employer and its insurance carriers.
- (b) The Employer shall not reduce these benefits during the life of this agreement.
- (c) Benefits provided under the plan include, inter alia, life insurance, disability income, hospital expense benefit, extended medical coverage, medical and dental care benefits, and accidental death and dismemberment insurance.

### 13.02 - Pension

All bargaining unit members who were members of the Company's Defined Benefit Pensions Plan as of **August 31, 1998** shall continue their membership in accordance with the terms and conditions of the Defined

Benefit Pension Plan and there shall be no new members admitted to the Defined Benefit Pension Plan.

**All** full-time bargaining unit employees with one year of employment, as of **March 26, 1999**, who were not members of the Defined Benefit Pension Plan shall be eligible to join the Defined Contribution Pension Plan. The employees shall be asked to join and those who choose not to do so shall, without limiting their right to join the Defined Contribution Pension Plan at a later date, indicate in writing that they have declined to participate at the time of the Defined Contribution Pension Plan's introduction.

Participation in the Defined Contribution Pension Plan for all Full Time Employees hired after **March 26, 1999** shall be mandatory.

**In accordance with Articles 3.01 (b) and 3.02 (c), participation in the Defined Contribution Pension Plan for all eligible Part-time or Temporary Employees hired after June 1, 2001 shall be mandatory.**

The Pension Plans shall, at all times, be subject to the terms and conditions of Provincial and Federal legislation.

### 13.03 - Sick Leave

- (a) An employee absent for illness **or injury** shall inform the Company of his/her absence as soon as possible and shall indicate the cause of his/her absence and, if possible, the time he/she may report back to work. The employee shall be entitled to disability income which is a benefit under Article 13.01(a) above. **In order to receive and/or continue to receive disability income benefits, an employee is required to provide such medical substantiation as is required and/or acceptable to the Company's insurance carrier.**
- (b) An employee shall have his/her earned vacation entitlement and vacation accrual rate frozen at the time that he/she begins to receive Long Term Disability benefits; and, upon his/her return to work, this earned vacation entitlement shall be provided (or as otherwise agreed with the Company) and his/her vacation accrual rate shall begin again.
- (c) An employee in receipt of benefits under the Long Term Disability Plan because of his/her disability or his/her incapacity to perform services caused by his/her disability shall be considered to be terminated after:
  - 1) the employee has received Long Term Disability benefits for at least



- twenty-four (24) months; and,
- 2) the employee has been deemed to qualify for continued receipt of Long Term Disability benefits by the insurance carrier.

#### 13.04 - Maternity Leave

- (a) Every Employee who has completed six (6) consecutive months of continuous employment by the Employer shall be entitled to maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in the certificate (subparagraph (c)) or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the certificate. Maternity leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the certificate.
- (b) Employees who are natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a newborn or newly adopted child are entitled to **parental** leave without pay of up to **thirty-five (35)** weeks. Such child care leave may be in addition to maternity leave.
- (c) Application for such leave shall be made four (4) weeks in advance of the first (1st) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.
- (d) During maternity and/or adoption leave, the benefits provided in Article 13.01 shall continue.
- (e) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 13.01. If a physician verified illness predates the commencement of maternity leave then sick pay applies until the illness is physician verified as over; if the illness postdates the commencement of maternity leave then no sick pay will be paid until the maternity leave or child care leave applied for expires.

#### 13.05

The Employer may require an Employee to undergo a medical examination on company time and at its expense. This may be required when the Employer has reasonable grounds to believe that an Employee's state of health is impairing the performance of his or her duties or as a safeguard for other members of the staff or to determine the cause of

excessive absenteeism.

#### 13.06 - Bereavement Leave

- (a) In the event of the death of the member of the Employee's immediate family (ie. spouse, parent, guardian or child), bereavement leave on any of his/her normal working days that occur during the five (5) days immediately following the death shall be granted, with pay. In the event of the death of an Employee's sister, brother, father-in-law, mother-in-law and any relative currently residing in the Employee's household, or with whom the Employee resided, bereavement leave on any of his/her normal working days that occur during the three (3) days immediately following the death shall be granted, with pay.
- (b) In the event of the death of an Employee's brother-in-law, sister-in-law, grandparent or grandchild, the Employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the Employee's regularly scheduled work days, and the Employee attends the funeral.
- (c) In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.

#### 13.07

The Company will grant leave with pay to an Employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the Employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.

#### 13.08

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding other than an arbitration hearing conducted pursuant to this Collective Agreement shall be considered as being on leave with pay, with any remuneration (except those monies allocated for travel or meals) received by the employee from the Court or the parties subpoenaing, as the case may be, to be paid to the Company.

#### 13.09 - Severance Pay and Resignations

- ( a ) Where an Employee's services are terminated by virtue of a lay-off by the Employer, sixty (60) days written notice will be given. In lieu of sixty (60) days notice, one month's pay will be given. In addition, the employee is entitled to a severance payment and benefits coverage continuation based on the following formula:

- 1 ) two (2) times regular weekly salary for each year or part year of employment up to twelve (12) such years as of the date of layoff;
- 2) plus two and a half (2.5) times regular weekly salary for each additional year or part year of employment between the thirteenth (13) and twenty-fifth (25) such years as of the date of layoff;
- 3) plus three (3) times regular weekly salary for each additional year or part year of employment greater than twenty-five (25) such years as of the date of layoff;
- 4 ) and partial coverage under the Group Insurance Program will be continued for the terminated employee for a time period based on one (1) week for each year or part year of service. The only portions of the Group Insurance Program coverage to be continued are: medical benefits, dental care, vision care and hospital expense benefits. Those portions of the Group Insurance Program which will not be continued are Long Term Disability, Short Term Disability, Life Insurance and Out-of-Canada coverage; and, nursing care claims and drug claims are each limited to a total of \$5,000.00 during the term of the extended coverage.

The employee may elect to either wait thirty (30) days and obtain his/her full severance payment in one (1) lump sum or to receive his/her severance payment in a weekly salary until either the total severance payment is exhausted or she/he is called back to work. In the event that he/she is called back to work, and his/her severance payment has not been exhausted, the balance of the severance pay accumulated and not paid during the layoff will continue to accumulate to the credit of the employee. In the event of a subsequent layoff, only the balance of the severance pay not paid in the previous layoff, in addition to any severance pay earned since the previous layoff, will be paid.

NOTE: To ensure understanding of the above, the Company and Union agree on the example of the severance for an employee with twenty-six years and two months of employment which would be calculated as follows:

- a ) For the first 12 years of employment, 12 weeks @ two weeks regular weekly salary for a total of 24 weeks of regular weekly salary; plus,
- b) For the 13<sup>th</sup> to the 25<sup>th</sup> years of employment, 13 years @ two and a half For the first 12 years of employment, 12 weeks @ two weeks regular weeks regular weekly salary for a total of 32.5 weeks of regular weekly salary; plus,

- c) For the 26<sup>th</sup> year and two months of employment, 2 years @ three weeks regular weekly salary for a total of 6 weeks of regular weekly salary; plus,
- d) 27 weeks of partial coverage under the Group Insurance Program.

This example calculation would be used for the calculation of the severance payment and benefits coverage continuation in the case of layoff for employees with different lengths of employment.

- (b) Employees are expected to give notice in writing to their appropriate Department Head or the General Manager, of their intention to resign their employment with the Company. The amounts of such notice shall be in accordance with the following table:

Anchor persons - 8 weeks  
All other employees - 4 weeks

Notwithstanding Article 2.02 which states that individual contracts shall only contain terms and conditions which are in excess of the terms of this Agreement, the Employer and an Employee may agree, in an individual contract executed after the date of the signing of this Agreement, to include a clause which requires a longer notice period than those above stipulated.

#### 13.10

The Company will consider requests for specified leave for emergencies (e.g. critical illness in the immediate family, severe property damage), however, the granting of such leave will be at the sole discretion of the Company but shall not be unreasonably withheld.

### ARTICLE 14 - ANNUAL VACATION

#### 14.01

Employees shall be entitled to an annual vacation as follows:

- (a) If employed more than 30 days but less than 1 year on April 30th of any year, an employee shall be credited with one day's vacation per working month to a maximum of 10 days, such credits to be taken as vacation during the vacation year.
- (b) If employed more than one (1) full year but less than nine (9) full years on April 30th of any year, an employee shall be credited with 3 weeks vacation, such credits to be taken as vacation during the vacation year.

- (c) If employed more than nine (9) full years but less than twenty-one (21) full years on April 30th of any year, an employee shall be credited with 4 weeks vacation, such credits to be taken as vacation during the vacation year.
- (d) If employed more than twenty-one (21) full years on April 30th of any year, an employee shall be credited with 5 weeks vacation, such credits to be taken as vacation during the vacation year.

#### 14.02 - Vacation Scheduling

- (a) The vacation year shall be from May 1 of one year to April 30 of the following year. The Employer shall post a reminder calling for vacation scheduling requests by March 1 of each calendar year. At the time of posting, the Employer shall advise the Employees of their vacation entitlement. Employees shall indicate to their Department Head, in writing, by March 15th in each calendar year, their preference for their vacation schedule. Taking in account such Employees' preferences and the operational needs of the Company, the Company will prepare and post a vacation schedule by April 15 of that same year responding to all requests received. Where preferences within a seniority group conflict, seniority shall govern provided that if an Employee has more than three (3) weeks vacation entitlement, he/she shall receive preference of selection of vacation dates to a maximum of three (3) consecutive weeks of his/her entitlement.
- (b) When an Employee's vacation has commenced and circumstances necessitate the recall by the Employer of an Employee from his/her vacation, the Employee shall be compensated at the rate of time and one-half either in pay or in additional time off, as mutually agreed. If mutual agreement cannot be reached within one year of the recall, then the Employer will decide the manner of compensation.
- (c) **Should an employee fall ill or be injured while on vacation with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at her place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employee.**

#### 14.03

When the services of an employee are terminated, earned, accumulated vacation pay shall be paid as follows:

- (a) after first month - one year: 4% of his/her monthly salary for each month worked after April 30 of the current year.
- (b) one year - nine years: 6% of his/her monthly salary for each month worked after April 30 of the current year.
- (c) nine years - 21 years: 8% of his/her monthly salary for each month worked after April 30 of the current year.
- (d) 21 years and over: 10% of his/her monthly salary for each month worked after April 30 of the current year.

#### 14.04 - Paid Holidays

- (a) The holidays to be considered as paid shall be as follows:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Halifax Natal Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. Any day duly proclaimed by Federal or Provincial authority as a public holiday, plus an additional holiday each calendar year which will be scheduled by mutual agreement between the Employer and the Employee, who has completed three (3) months service with the Employer. Scheduling of this additional holiday must be completed by May 1st of each year.

Paid holidays will be recognized as the calendar date for credit entitlement purposes.

- (b) Full-time employees who advise the Company, upon hiring or after, providing three (3) months notice, that for ethnic, racial or religious reasons they hereinafter wish to observe a holiday other than those in Clause 13.1, may request that one of the holidays with pay and/or the additional holiday will be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a holiday with pay for the purpose of this Agreement.

#### 14.05 - Working on a Holiday

- (a) An Employee who works on a designated holiday which is a scheduled day of work shall be compensated at the rate of double time and a half for hours worked or one and one-half times for hours worked plus a day off in lieu of the holiday, the choice to be at the Employer's discretion.
- (b) An Employee who works on a designated holiday which is normally a day off shall be compensated at the rate of 3.5 times his/her normal hourly rate for hours worked or 2.5 times his/her normal hourly rate for hours worked plus one day off in lieu of the holiday, the choice to be made at the Employer's discretion.
- (c) All hours worked beyond eight (8) hours, on a statutory holiday will be compensated for at an hourly rate greater by one-half that Employee's normal hourly rate than the hourly rate for which that Employee was compensated for the first eight (8) hours of work on that statutory holiday.

#### 14.06 - Day of Rest

When a paid holiday falls on an Employee's day of rest, the Employee shall be entitled to a day off with pay in lieu or two (2) days' pay, the choice to be at the Employer's discretion.

#### 14.07

An Employee on vacation on a paid holiday shall be entitled to an additional day off which shall be scheduled as a lieu day or two (2) days' pay, the choice to be at the Employer's discretion.

#### 14.08 - Christmas and New Year's

The Employer agrees to make every reasonable effort to ensure that Employees shall not be required to work on both Christmas Day and the following New Year's Day.

#### 14.09 - Scheduling Lieu Day

Notwithstanding the provisions of Articles 14.05, 14.06 and 14.07, the Employee shall have the right to require that up to a maximum of five (5) lieu days earned in the vacation year (May 1 -April 30) are to be taken as time off. These five (5), and any additional earned lieu days that are determined by the Employer to be taken as time off, shall be scheduled by mutual agreement between the Employee and his/her supervisor. These lieu days may be taken in single days or in groups of days. The considerations to be weighed are the

Employer's operational requirements and the Employee's personal preference.

Lieu days must be taken in time or in money **within twelve (12) months of the days having been earned.**

## ARTICLE 15 - HOURS OF WORK AND OVERTIME

### 15.01 - Purpose

- (a) These provisions are intended to recognize that some Employees may be self-assigning with respect to the hours they schedule in carrying out their duties while others may be expected to adhere to regular hours of work. Accordingly, reporting systems, hours of work, and entitlement to overtime may differ among the job classifications.
- (b) There shall be no partial reduction of hours during the life of this agreement.

### 15.02 - Definitions

- (a) "overtime" means work performed by an Employee in excess of his/her regularly scheduled daily or weekly hours of work, as outlined in Article 15.03.
- (b) "straight-time rate" means the rate of pay prorated on an hourly basis.
- (c) "time and one-half" means one and one-half times the straight time rate.
- (d) "double time" means two (2) times the straight-time rate.

### 15.03

- (a) The regular work week for all Employees will be forty (40) hours. Such Employees will be scheduled to work five (5) shifts a work week. The work week will commence at 12:01 a.m. Monday. There shall be two (2) consecutive days off per combination of work week and calendar week, with the emphasis being placed on the work week.
- (c) A self assigning Employee is an Employee whose work requirements permit him/her to schedule and control his/her own hours of work in the discharge of his/her duties. A "self assigning Employee" may initiate the scheduling of his/her own working hours, including start and stop times, length of work day, and days of rest; overtime shall be payable after 40 hours over 5 days in a given work week. The Employer may designate as self assigning an Employee who is normally "assigned"



if this Employee is working on an out-of-town assignment overnight. A "self assigning Employee" shall submit a record of time worked at the end of each week unless he/she is working outside the station, in which case he/she shall submit this record upon his/her return or on a biweekly basis.

- (d) For self assigning Employees, accrued overtime may be compensated by payment at time and one-half (1 1/2) or by time off with pay from the regular weekly hours in an amount equivalent to one and one-half (1 1/2) times the actual hours of overtime worked, as mutually agreed. If mutual agreement cannot be reached within one year of the overtime being worked, then the Employer will decide the manner of compensation.

#### 15.04 - Notice of Shift Change

- (a) Work schedules for Employees who are not self assigning shall be posted at least ten days in advance of the starting day of a new schedule.
- (b) The Employer will designate regular days off for each Employee and will not change such designation without at least one week's notice to the Employee, except in the case of an unexpected event or breakdown. For all work performed on previously scheduled days of rest, overtime rates shall apply if less than one week's notice of the change of shift was given, unless the short notice was caused by an unexpected event or a breakdown.
- (c) If the Employer wishes to change the start-time of a given work day's schedule, notice of such change of starting time shall be given as much in advance as possible to the Employee affected. If reasonable advance notice was precluded by events outside the Employer's control, the Employer may give notice of a change in an Employee's starting time up until 2:00 p.m. of the last work day prior to the day of the change. If such notice is not given, the Employee shall be credited with all the hours originally scheduled plus any additional hours. This provision does not apply to the first day of rescheduling when such rescheduling is caused by circumstances beyond the control of the Company (i.e. sickness replacement, bereavement leave replacement, union leave replacement and emergencies).

#### 15.05

The turnaround period is a period of at least twelve (12) hours between the end of one (1) shift, or the end of an overtime assignment, whichever is later, and the commencement of the next shift. All time which encroaches on the end of the turnaround period shall be paid at the rate of one-half (1/2) times the basic hourly rate in addition to the Employee's regular basic pay.

Encroachment on the turnaround period may be avoided by the Employer and the Employee agreeing to change the Employee's scheduled start time of the ensuing shift, in which case the notice obligations of Article 15.04(c) have no application. The turnaround period concept has no application to self assigning Employees. No payment will be made for the following encroachments:

- (a) when the encroachment is due to the absence of another Employee attending negotiations or grievance meetings with Management;
- (b) on a shift mutually agreed to by the Employee and the Employer;
- (c) on a shift where the Employee is scheduled without the required turnaround because of another Employee's unauthorized absence from work;
- (d) on an overtime assignment which runs into and is contiguous with following work day.

#### 15.06 - Split Shifts

There shall be no split shifts during the life of this agreement except with the express consent of the Employee affected. The Union shall be notified of any such arrangement.

#### 15.07 - Exchange of Shifts

Employees may change shifts with another Employee in the same job classification provided that sufficient advance notice is given and provided that there is no increase in cost to the Employer and provided that the change shifts otherwise meets with the Employer's approval.

#### 15.08 - Call In Pay

An Employee who is called in to work on a day of rest or outside normal working hours for a period of time not contiguous with normal working hours, shall be compensated for a minimum of four (4) hours at the applicable overtime rate. The Employee will be notified in advance of the work requirement and if it takes less than four (4) hours to complete, he/she shall be free to leave after notifying the supervisor on duty; however, the Employee will be required to continue, or return, to work on events that could not be anticipated at the time of notification and cannot be done at a regularly scheduled later time.

#### 15.09

In the event that an Employee working a shift scheduled to end not later than 6:00 p.m., is told after 12:00 noon that he/she is required to commence an overtime assignment some time later than the completion of his/her normal working hours, and the Employer knew the reason for that overtime assignment prior to 11:00 a.m. and had failed to attempt to secure adequate staffing for that overtime assignment, the Employee's normal working hours shall be considered to have been extended by the time required to complete the overtime assignment as if there had been no break in hours worked. If operational requirements permit, the Employee will be granted an unpaid meal break of at least one hour at the end of the normal scheduled shift. This unpaid meal break may be extended beyond one hour, at the Employee's discretion.

#### 15.10 - Authorization and Application of Overtime

- (a) An Employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance by the Employer.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by many Employees at ATV/ASN is such that it may not be possible for an Employee to obtain prior authorization for the necessary overtime work. In such cases, the Employee shall use his/her common sense and discretion in accordance with reasonable guidelines set by the Employer, in working the overtime and the Employer will be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

#### 15.11 - Compensation for Overtime

Paragraph (a) of the following rules applies to non-self assigning Employees only; Paragraphs (b) and (c) apply to all Employees. Subject to the provisions of Article 15.03 (b) regarding self assigning Employees, the following rules apply:

- (a) overtime shall be compensated at the following rate:
  - (i) time and one-half (1 1/2) for the first four (4) hours worked in excess of eight (8) hours in any one (1) work day;
  - (ii) double time for overtime hours worked in excess of four (4) hours in any work day.
- (b) when an Employee is scheduled to work on his scheduled day off, work performed on that day shall be compensated at the following rates:

- (i) time and one-half (1 1/2) for all hours worked on the first day of rest;
  - (ii) double time for all hours worked on the second day of rest.
- (c) should the hours worked on a day off exceed eight (8), all time worked in excess of eight (8) but less than twelve (12) will be paid at an additional one-half (1/2) the basic rate over and above the rates contained in this Article. Should the hours worked on the day off exceed twelve (12), all time worked in excess of twelve (12) hours will be paid an additional one-half (1/2) times the basic rate.

#### 15.12 - No Pyramiding

There shall be no pyramiding of overtime.

#### 15.13

The Company shall not assign excessive hours of work to employees.

### ARTICLE 16 - GENERAL PROVISIONS

#### 16.01

An Employee has the right to refuse to do particular work if he/she has reasonable grounds to believe that the performance of this work will endanger his/her health, safety or physical well-being, or may similarly endanger another Employee.

#### 16.02

- (a) Where an Employee has exercised that degree of due diligence, care and attention in the performance of his/her work functions and duties, reasonably to be expected of a competent professional journalist, the Employer shall indemnify that Employee against any and all damages, costs and expenses, including legal fees and time lost from work, arising out of any claim, action or suit brought against the Employee arising from the Employee's discharge of his duties with the Employer.
- (b) In the event an action is launched against the Employer or the Employee in relation to (a) above, the Employee shall comply with any requests from the Employer for such information as the Employer may require to make an informed decision on its legal liability.
- (c) In the event that a settlement to an action in libel requires an apology from the station, the Employee shall be advised.

- (d) Employees shall co-operate fully with the Employer in the preparation of any defence prepared and made in any action brought against the Employer as a result of material telecast on air which an Employee has prepared.
- (e) The Employer shall indemnify an Employee against any and all damages, costs and expenses, including legal fees and time lost from work, and shall relieve the Employee of all liability in connection with any claim or action respecting materials supplied to the Employee by the Employer and enacted as directed by the Employer.

#### 16.03 - Career Development

- (a) Both parties agree that broadcast journalism is a profession constantly under change through improved technology, equipment, methods, and procedures, and legal and social demands from the viewing public and the broader community in which ATV/ASN operates. The parties also recognize the need to provide Employees with the opportunity for career development.
- (b) The provisions of this clause are intended to assist Employees in maintaining and improving skills utilized in the performance of their duties.
- (c) The Employer shall co-operate with Employees who attend educational courses, seminars, conventions or conferences that will benefit both the Employer and Employee, and attendance may result from either the Employer's request or the Employee's initiative. Schedules and assignments may be arranged to encourage attendance at these sessions.
- (d)
  - (i) Employees attending a session contemplated by (c) above requested by the Employer, shall have any costs of registration, materials and tuition reimbursed by the Employer with sufficient receipts for same and as well, shall receive their normal salary for the day(s) on which the session was/is held, and if required to attend a session on a day of rest shall receive his/her salary at the straight time rate for time spent at the session. Travel expenses shall also be paid by the Employer if the session is held out-of-town as per Article 9.09 (f).
  - (ii) Employees attending a session contemplated by (c) above, if not requested by, but approved by the Employer, may at the Employer's sole discretion have all or part of the costs of registration, materials and tuition reimbursed with sufficient receipts for same.

- (e) The Employer shall respond promptly to requests under this Article.

## ARTICLE 17 - RATES OF PAY

### 17.01

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Article 2.02, which states that the rates of pay set out in this agreement are minimums and that the Employer and any Employee may negotiate rates of pay in excess of these minimums.
- (b) The Employee's placement within the range of the classification in which he/she is assigned shall be determined by years of service within the classification plus any credit recognized by the Employer for experience, education, or training at the time of hiring.
- (c) Progression through the range of the classification shall occur automatically upon the Employee's annual anniversary date of hiring, transfer or promotion to the classification.
- (d) Schedule "A" - Classifications and Rates of Pay is hereby incorporated into this agreement.
- (e) For the purposes of this agreement, the terms "rates of pay" and "salary" are used interchangeably.

### 17.02 - Substitution Pay

- (a) When an Employee temporarily substitutes in, or performs the principle duties of, a higher paying position, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to five percent (5%) above his/her current rate, whichever is greater, but not more than the top of the new salary range.
- (b) Substitution pay is not payable when an Employee has not been designated by the Employer to substitute, or where the Employee's current position normally requires periodic substitution in the higher position as defined in the job description.
- (c) In the event that an Employee temporarily substitutes in, or performs the principle duties of, a higher paying position, and receives substitution pay for a cumulative period of nine months in any consecutive twelve month period, then the Employee shall be paid an additional increment on the new salary range above that which is

being paid as a result of Article 17.02 (a), but which is not more than the top of the new salary range, for each occasion in excess of the nine months. This Article 17.02(c) does not apply to Production Assistants performing duties in the news operation.

#### 17.03 - Rate of Pay or Reclassification or Promotion

- (a) When an Employee is promoted or reclassified to a higher paying position in the salary schedule, the Employee will immediately receive the rate in the salary range which the closest step to five percent (5%) above his/her previous rate, or at the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) An Employee whose individual contract of employment provides a rate of pay higher than that in the salary range of the new position shall receive an increase in pay not less than five percent (5%) above his/her current rate of pay upon promotion or reclassification to the new position.

#### 17.04 - Pay on Temporary Assignment

- (a) An Employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### ARTICLE 18 - THE JOB DESCRIPTIONS

#### 18.01

- (a) It is agreed that the job descriptions listed in Appendix "B" which are part of this agreement are intended as general outlines of the parameters of the jobs in the bargaining unit. It is not intended that the individuals so classified shall perform only the tasks specified in his particular job description, nor is it intended that the individual has exclusive rights to perform the tasks specified in his particular job description.
- (b) Employees required to perform a job function different from their regular job function, for which they have not received adequate training, shall not be penalized for errors committed during such performance.

#### 18.02 - Classification Grievances

- (a) When the Employer seeks to change an existing job or creates a new one, the Union shall be consulted about the changed job, rate or rate range before it is established.

- (b) If the Union and the Employer are unable to reach an agreement after consultation, the Employer shall have the right to implement the rate or rate range and the Union shall have recourse through the grievance procedure if it disagrees with the Employer's action. Any adjustments shall be made retroactive to the date when the changed rate or rate range was first implemented.

#### ARTICLE 19 - UNION MANAGEMENT COMMITTEE

##### 19.01

- (a) In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, there shall be a Union-Management committee established within one month of the ratification of this agreement. The Employer and the Union shall each select two representatives to the committee, all of whom shall be full-time Employees of CJCH-TV/ASN, Divisions of CTV Television Inc. It is understood and agreed that the committee will not discuss grievances or changes to the collective agreement. The committee shall meet on an informal basis at a time convenient to the parties. No minutes of meetings will be taken. All discussions shall be on a without prejudice basis.
- (b) The parties agree that computerization of the news room has rendered obsolete the filing of "productivity sheets". This is not meant to imply that the Employer cannot request from Employees written reports or memos regarding their work in progress. Any productivity sheets or other records of productivity completed prior to the signing of this agreement shall be considered null and void.

#### ARTICLE 20.00 - DURATION OF AGREEMENT

##### 20.01

This Agreement shall commence and come into full force and effect on the date of the execution of the Memorandum of Agreement as hereinafter specified, and not before, and shall remain in force until May 31, **2004**, and from year to year thereafter unless either party notifies the other by registered mail not more than one hundred and twenty (120) calendar days prior to the date of expiry, of its intention to modify this Agreement, or until the requirements of Section 89 of the Canada Labour Code - Part I have been met. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within **twenty** (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.



IN WITNESS WHEREOF the parties hereto have hereby affixed their signature by their duly authorized representatives this **3<sup>rd</sup> day of July, 2001**.

CJCH-TV/ASN Divisions of  
CTV Television Inc.

International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen, Helpers &  
Miscellaneous Workers, Local 927

\_\_\_\_\_  
Mike Elgie

\_\_\_\_\_  
Rick Grant

\_\_\_\_\_  
Alex Mielnik

\_\_\_\_\_  
Peter Coade\_

\_\_\_\_\_  
Rick Marchand

\_\_\_\_\_  
Kathy Mutch

\_\_\_\_\_  
Andy LeBlanc

\_\_\_\_\_  
James Russell

APPENDIX A

**Group A: Autocue: The Job Rate shall be:**

<b>Effective June 1, 2001</b>	<b>\$8.95 per hour</b>
<b>Effective June 1, 2002</b>	<b>\$9.15 per hour</b>
<b>Effective June 1, 2003</b>	<b>\$9.35 per hour</b>

Group 1: Continuity Writers, Production Assistants, Researchers, Promotions Assistants

	<b>June 1, 2001 May 31, 2002</b>	<b>June 1, 2002 May 31, 2003</b>	<b>June 1, 2003 May 31, 2004</b>
	<b><u>Annual</u></b>	<b><u>Annual</u></b>	<b><u>Annual</u></b>
<b>Step 1</b>	<b>24,290</b>	<b>24,776</b>	<b>25,272</b>
<b>2</b>	<b>25,504</b>	<b>26,014</b>	<b>26,534</b>
<b>3</b>	<b>26,772</b>	<b>27,307</b>	<b>27,853</b>
<b>4</b>	<b>28,130</b>	<b>28,693</b>	<b>29,267</b>
<b>5</b>	<b>29,538</b>	<b>30,129</b>	<b>30,732</b>
<b>6</b>	<b>31,024</b>	<b>31,645</b>	<b>32,278</b>
<b>7</b>	<b>32,563</b>	<b>33,214</b>	<b>33,878</b>

Group 2: Promotions Producers, Commercial Producers, Senior Production Assistants, Researcher/Field Producers, Reporters

	<b>June 1, 2001 May 31, 2002</b>	<b>June 1, 2002 May 31, 2003</b>	<b>June 1, 2003 May 31, 2004</b>
	<b><u>Annual</u></b>	<b><u>Annual</u></b>	<b><u>Annual</u></b>
<b>Step 1</b>	<b>28,723</b>	<b>29,298</b>	<b>29,884</b>
<b>2</b>	<b>30,209</b>	<b>30,813</b>	<b>31,429</b>
<b>3</b>	<b>31,774</b>	<b>32,410</b>	<b>33,058</b>
<b>4</b>	<b>33,494</b>	<b>34,164</b>	<b>34,847</b>
<b>5</b>	<b>35,252</b>	<b>35,957</b>	<b>36,676</b>
<b>6</b>	<b>37,087</b>	<b>37,829</b>	<b>38,586</b>
<b>7</b>	<b>38,949</b>	<b>39,728</b>	<b>40,523</b>

Group 3: Senior Reporters, Reporter/Anchors

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Step 1	34,644	35,337	36,044
2	36,442	37,171	37,914
3	38,342	39,109	39,891
4	40,372	41,179	42,003
5	42,477	43,327	44,194
6	44,739	45,634	46,547
7	47,118	48,060	49,021

Group 4: Co-Hosts

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Step 1	35,781	36,497	37,227
2	37,669	38,422	39,190
3	39,633	40,426	41,235
4	41,727	42,562	43,413
5	43,809	44,685	45,579
6	46,020	46,940	47,879
7	48,307	49,273	50,259

Group 5: Writer/Producers

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Step 1	35,548	36,259	36,984
2	37,307	38,053	38,814
3	39,196	39,980	40,780

4	41,159	41,982	42,822
5	43,214	44,078	44,960
6	45,359	46,266	47,191
7	47,624	48,577	49,549

Group 6: Directors, Senior Commercial Producers, Programme Producers,  
Senior Promotions Producers

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Step 1	37,087	37,829	38,586
2	39,065	39,846	40,643
3	41,107	41,929	42,768
4	43,267	44,132	45,015
5	45,567	46,478	47,408
6	47,958	48,917	49,895
7	50,479	51,489	52,519

Group 7: AnchorPersons

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Step 1	41,197	42,021	42,861
2	43,267	44,132	45,015
3	45,425	46,334	47,261
4	47,713	48,667	49,640
5	50,065	51,066	52,087
6	52,586	53,638	54,711
7	55,224	56,329	57,456

Group 8: Hosts

	June 1, 2001 May 31, 2002	June 1, 2002 May 31, 2003	June 1, 2003 May 31, 2004
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>

Step 1	45,567	46,478	47,408
2	47,713	48,667	49,640
3	50,065	51,066	52,087
4	52,586	53,638	54,711
5	55,197	56,301	57,427
6	57,938	59,097	60,279
7	60,833	62,050	63,291

APPENDIX B - THE JOB DESCRIPTIONS

GROUP A: AUTOCLUE

The Employee is responsible for operation of teleprompters and related aspects. He/she may assist other members of the bargaining unit in the performance of basic functions and for the purpose of self-education with respect to enhancing his/her skill set if he/she applies for a permanent vacancy. Other related duties as may be assigned from time to time by supervision.

GROUP 1: CONTINUITY WRITER

The Employee is responsible for planning, organizing, writing and coordinating commercials. He/she may be responsible for accounts and may assist commercial producers with productions. Commercial production duties include the selection and assembly of all the elements required in creating a commercial: the choice of material and facilities, hiring of performing talent, preparation of budget estimates, control of expenditures, and development of content, including writing, storyboarding, researching, editing, **numbering, write up, entry and maintenance of locally produced commercials.** Other related duties as may be assigned from time to time by supervision.

GROUP 1: PRODUCTION ASSISTANT

The Employee assists in the organization, preparation, writing and production of television programming, including commercials. In particular, he/she prepares the following, as required: program information for the producer or supervisor; run sheets and scripts for air; super lists; and research. The production assistant discusses daily programming needs with other staff, assists in arranging studio facilities and feeds for productions, and maintains reference files. Other related duties as may be assigned from time to time by supervision.

GROUP 1: PROMOTIONS ASSISTANT

The Employee is responsible for planning, organizing, writing and co-ordinating promotional materials. He/she may be responsible for promo's and may assist

Promotions Producers with productions. Duties to include, selection and assembly of all the elements required in creating a promo: the choice of material and facilities, multi-media materials including press releases and advertising; public service announcements and other public relations **activities; and** development of content including, writing, researching and editing. Other related duties as may be assigned from time to time by supervision.

#### GROUP 1: RESEARCHER

The Employee is responsible for researching, selecting, writing and recommending material for television programming, including commercials. He/she collects and analyses pertinent information relating to specific assignments; provides ideas and participates in planning discussions with producers, reporters and co-hosts/hosts/anchors to determine story line or program focus; briefs on-air and other staff on program topics; and may be involved in the voicing of their own material when circumstances warrant. In addition, the Employee researches, investigates and consults outside organizations and individuals regarding accuracy, qualifications, authenticity of guests, interviewees and material; and develops contacts for future assignments. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: SENIOR PRODUCTION ASSISTANT

In addition to the duties of a production assistant, the senior production assistant may direct the ATV Late Evening News and, under the supervision of a director or other supervisor, he/she may direct other newscasts and/or program segments, for training purposes only, in preparation for upgrade to the position of director. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: RESEARCHER/FIELD PRODUCER

The Employee is responsible for researching, planning, writing, organizing and coordinating production of television programming. In addition to the duties of a researcher, he/she is responsible for production/direction of specific program segments, assesses and coordinates production requirements, and directs crew and on-air personnel through actual production. Other related duties an may be assigned from time to time by supervision.

#### GROUP 2: PROMOTIONS PRODUCER

A promotions producer is responsible for planning, organizing and directing promotional material. The Employee generates promotional concepts for movies, specials, news

campaigns, interludes, and, for ATV/ASN, news and public affairs programs and other television programming. He/she is responsible for sign-on and sign-off programming, press advertising and releases, public service announcements, and other public relations activities. The promotions producer determines treatment, scope, and scheduling of production, assessing production requirements and submitting production requisitions and summaries. The Employee writes multi-media promotional scripts, press releases, and print advertising copy. He/she coordinates elements of production such as audio, music, scenes, timing, editing and camera to ensure quality of production and maintenance of schedules. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: REPORTER

A reporter is responsible for development, researching writing, presenting news and public affairs stories both live and taped, and general newsroom duties including handling phones and mail. He/she is required to consult with outside individuals and organizations to ensure the authenticity of material being prepared for on-air use, and to develop contacts for both follow-up and future assignments.

He/she is also required to direct camera persons, videotape editors, graphic and sketch artists in completion of on-air material. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2A: COMMERCIAL PRODUCER

In addition to those duties performed by a continuity writer, the Employee's responsibilities, which may extend to an entire program, series, or a program segment, include involvement in all discussions dealing with the intellectual, physical, and financial aspects of any commercial program being considered for production.

The commercial producer is responsible for the direction of commercials and/or programs, generates ideas, writes sets style and format, prepares scripts, and orders technical facilities after assessing remote locations. He/she evaluates work and performance in terms of negotiable fees paid out of his/her direct budget for writers, performers, free-lance contributors and participants in his/her projects. Other related duties as may assigned from time to time by supervision.

#### GROUP 3: SENIOR REPORTER

A senior reporter's position encompasses the job description for "reporter".

In addition, this function includes setting a good example for reporters on reporting techniques and writing/editing abilities.

Other related duties as may assigned from time to time by supervision.

#### GROUP 4: CO-HOST

A co-host daily anchors a live segment of a program, normally relating to stories with which he/she is familiar because of a specific responsibility; examples would include, but are not limited to, sports, weather. He/she reads program copy and may participate in on-air dialogue with the program host or anchor person during the telecast. The Employee may be responsible for planning, writing, producing, announcing, interviewing, investigating, observing and directing. He/she prepares, assembles and presents complete packaged items; travels to scenes of events to obtain information; contacts officials of outside organizations; develops background material; develops leads for future stories; monitors incoming feeds on newsroom equipment; and generally prepares for on-air presentation. Other related duties as may be assigned from time to time by supervision.

#### GROUP 5: WRITER/PRODUCER

The Employee writes, produces and directs newscasts, features, or program segments. He/she coordinates elements of production including writing, editing, voicing, appearing and packaging news items for daily newscasts. The Employee determines the treatment scope, and scheduling of production and explains general requirements to the director. He/she lines up the daily newscast, reviewing suitable material and planning the program. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: SENIOR COMMERCIAL PRODUCER

A senior commercial producer performs all the duties of a commercial producer with greater responsibility and independence. He/she may submit and discuss any project he/she considers worthy of interest. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: DIRECTOR

The director interprets television presentations, directing and instruction production personnel to achieve the desired mood, treatment, and style of presentation of programs. He/she confers with the producer and technical director to develop suitable sound and lighting effects, assembles program sequences; directs rehearsals, where necessary, taping, and broadcast activities; coaches in delivery of on-air presentations; and establishes the pace of the program, verifying timing. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: SENIOR PROMOTIONS PRODUCER



A Senior Promotions Producer performs all the duties of a Promotions Producer with greater responsibility and independence. He/she may submit and/or discuss any project he/she considers worthy of interest and may be assigned to complete the project including an entire program, series, or a program segment. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: PROGRAM PRODUCER

The Employee produces, writes and directs entire programs, series or segments thereof, including promotional and commercial material. He/she generated program concepts and participates in the intellectual, material, artistic, editorial, personnel and financial planning of existing or new programs. The program producer is accountable for the editorial, artistic, intellectual and technical quality of programs in accordance with established objectives and resources on time and within approved budget. The Employee selects and assembles all elements required for the realization of programs; is responsible for the direction and completion of programs; and employs these elements directly or through delegation to realize program content. Other related duties as may be assigned from time to time by supervision.

#### GROUP 7: ANCHOR PERSON

The Employee plans, organizes, writes and produces, and is the principal on-air performer of a news program. He/she initiates story ideas; plans production resource requirements; participates in program planning; and is accountable for program editorial quality. The anchor person selects and assembles elements required for the realization of the program; develops leads for feature stories; prepares reports for on-air presentation; monitors incoming feeds on newsroom equipment; monitors news and information sources; and develops content. On-air, he/she opens and closes the program, introduces guests, links program segments, and reads the news or other program continuity. Other related duties as may be assigned from time to time by supervision.

#### GROUP 8: HOST

The Employee who performs the anchor person functions on "Live at Five" or "The ATV Evening News". Other related duties as may be assigned from time to time by supervision.

### LETTER OF AGREEMENT - 1

The parties agree and understand that with the creation of the classification of Reporter/Anchor in Salary Group 3, the following terms and conditions shall apply:

1. The Company maintains the right to transfer employees in and out of the Reporter/Anchor classification at its sole discretion.
2. Employees transferred out of the Reporter/Anchor classification will revert to the classification of Senior Reporter and shall be placed on the appropriate level of the Group 3 Salary scale.
3. Employees designated as Reporter/Anchor shall normally perform the duties of Reporter three days per week and the duties of Anchor two days per week.
4. Article 17.02 (b) shall be applicable to other employees who may temporarily substitute in the Reporter/Anchor classification.

### LETTER OF AGREEMENT - 2

The Union and Company agree that the Supervisor Promotions (excluded in the October 1, 1996 Certification Order shall henceforth be referred to as the Promotions Creative Director) may continue to perform his normal job functions in the execution of his job requirements, provided that such work is consistent with the present practice, and that the amount of bargaining unit work performed does not exceed fifty percent (50%).

### LETTER OR AGREEMENT - 3

## EMPLOYMENT EQUITY

The Company and Union jointly agree upon and support the goals of Employment Equity in our society. The parties also recognize that special efforts will be necessary to improve the opportunities for employment of designated group members: women, aboriginal peoples, persons with disabilities and members of visible minorities. In their efforts to provide these opportunities, the parties desire to do so by maintaining the high standards of performance expected of all employees and co-workers while complying with legislated requirements.

Therefore, the parties have agreed to the following:

1. Persons from the designated employment equity groups who are in receipt of a scholarship or engaged in a co-operative study programme or supported by public funding may perform functions within the bargaining unit for the purpose of training, learning and obtaining "hands-on" experience. Such persons shall be considered as extra persons and shall not be subject to the provisions of the Collective Agreement. The use of such extra persons shall not cause the layoff of a bargaining unit employee.
2. The parties agree to the designation of one or more part-time employment equity positions within the classification of Autocue. The Company will endeavour to fill this position(s) with qualified applicants from the designated employment equity groups. The successful applicant(s) shall fill the part-time position for a period of one (1) year after which he/she shall be terminated from the employ of the Company and another successful applicant from the designated employment equity groups will fill the part-time position(s). If the Company is not able to find another successful applicant(s), the incumbent shall continue in the part-time position until a successful applicant is found at which time he/she shall be terminated from the employ of the Company. The successful applicants shall be subject to the provisions of the Collective Agreement except as modified by the aforementioned period of employment.

This agreement shall apply to any new part-time vacancy effective **March 26, 1999**.

## LETTER OF UNDERSTANDING

The parties are agreed that the Seniority Group 1 - Anchor Persons in Article 7.01(b)

includes those Anchor Persons who for wage administration purposes are paid in Schedule A - Wages as: Group 4 Co-Hosts, Group 7 Anchor Persons and Group 8 Hosts.

#### LETTER OF INTENT

In the event that the meal payments for Breakfast, Lunch or Dinner are increased as a result of a renewal of the Collective Agreement between the Employer and the International Brotherhood of Electrical Workers, Local 1318, **are increased**, then the same increase(s) shall be applied **on the same effective date** to Article 9.09(a) of this Collective Agreement.