

COLLECTIVE AGREEMENT

between

**CKCO TELEVISION
A DIVISION OF CTV TELEVISION INC.**

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**



**JANUARY 16, 2004
to
JANUARY 15, 2008**

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THIS AGREEMENT MADE

BETWEEN: **CKCO Television A Division of CTV
Television Inc.**

herein called the "Company"

of the First Part

AND: **Communications, Energy and
Paperworkers Union of Canada**

herein called the "Union"

of the Second Part.

* * * * *

ARTICLE 1

Intent

- 1.1** It is the intent and purpose of the parties hereto, to set forth herein, their agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for the prompt and equitable disposition of grievances to the end that there shall be no interruption or impeding of work, work stoppage, strike or lockout during the life of this Agreement.

ARTICLE 2

Definitions

- 2.1 Employee -** The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2. Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 2.2 Bargaining Unit -** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of September 1, 1995, certifying CEP, and any inclusions thereto as mutually agreed by the parties, or in any of the classifications listed in the wage schedule under Article 19.

The bargaining unit consists of a unit of employees of CKCO Television A Division of CTV Television Inc. comprising all employees, including TV traffic supervisor, the radiotraffic supervisor, news announcer/reporter/writer, and sports announcer/reporter/writer, excluding persons employed as manager, and those above the rank of manager, secretary accounting, clerk accounting, billing clerk, payroll clerk, secretary to program manager, program clerk, supervisor production, chief producer, news director, supervisor retail sales, sales representative, national sales supervisor, supervisor of operations, announcer,

engineering secretary, supervisor outside maintenance, woman's editor, building maintenance supervisor, custodians, music director TV, production supervisor AM, canteen attendants, program secretary AM, program secretary FM, program secretary TV, talent, news stringers and casual employees.

2.3 Employee Categories - Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

1. Supervising Crew Chief
Crew Chief
TV Technical Operator
Assistant TV Operator
2. Engineering Supervisor
Maintenance Technician
Maintenance Assistant
Transmitter Operator Assistant (Temporary)
Engineering Secretary
Information Systems Co-ordinator
3. Art and Set Director
Setperson Artist
Setperson Carpenter
4. Film/Tape Editor
(May edit up to and including 1" video tape, but *not* on sophisticated computerized editing systems).
5. Switcher-Director

6. Supervisor TV Creative Services
TV Creative Services
7. TV Traffic Supervisor
TV Traffic Clerk
TV Sales Clerk
8. TV Sales Secretary
9. Switchboard Operator/Receptionist
General Clerk/Typist
10. Producer
Production Coordinator
Production Assistant
Production Secretary
11. News Producer
Assistant News Director
Sports Director
Assignment Editor
Reporter/Announcer
Regional Bureau Newsperson
Regional Correspondent
Farm Bureau Newsperson
Writer/Reporter
News Graphics
News Secretary
12. Photographer/Reporter
Videographer
Live Eye Operator

-
13. Newsroom Clerk
 14. Promotion Assistant
Promotion Secretary
Promotion Clerk
Programming/Promotion Secretary

2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Article 2.3.2. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and, in such event, will discuss the matter with the Local President of the Union prior to the end of the first three (3) month period. The employee and the Local Union shall be advised of such extension in writing at the time of any such extension. During the probationary period, the Company may release the employee at any time.

2.3.2 "Casual Employee" is an employee who does not work at least one tour of duty in any given three (3) week period.

"Part-time Employee" is one who is not a full-time employee and works at least one tour of duty in any given three (3) week period.

The Company agrees not to employ casual employees if such employment would cause a layoff of, avoid the recall from layoff of an employee or downgrade or eliminate an employee who is a member of the bargaining unit or avoid the hiring of a full-time employee.

2.3.3 Part-time employees may be hired in the classifications within the bargaining unit provided that:

- (a) Part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned, and such employees shall be paid for a minimum of four (4) hours per day to a maximum of twenty-four (**24**) hours per week. The maximum hours per week shall not apply when part-time employees are hired during vacation periods, leaves of absence or during the Easter and Christmas Holiday seasons.
- (b) All Articles of the Collective Agreement shall apply to part-time employees, with the following exceptions:

Article 2.3.1

Article 4.5 - Except that **4.5 (b) and (c)** will apply to part-time employees. Any such part-time employee who is a part of the negotiating committee, will be scheduled a maximum of twenty-four (24) hours in a week inclusive of negotiation meetings.

Article 4.5.1 - Except that **4.5.1** will apply to a part-time employee who has six (6) months service.

Article 4.5.2

Article 9

Article 10.1.2, 10.2, 10.2.1, 10.2.2

Article 11

Article 11.1 - Except that **11.1** will apply to a part-time employee who has three (3) months service with a maximum sick leave pay of four (**4**) shifts per year provided that the part-time employee complies with **Article 11.1.1**.

Article 11.5 - Except that **11.5** will apply to part-time employees after three **(3)** months service.

Article 11.6 will apply to part-time employees.

Article 13 (1) Except that a part-time employee shall be paid his basic rate plus one and one-half (1%) times his basic rate for all hours worked on a holiday with a minimum credit of six **(6)** hours.

(11) Part-time employees who do not work on a holiday but who have been employed for thirty **(30)** days are entitled to holiday pay which shall be 120th of gross wages for the thirty **(30)** days preceding the general holiday.

(111) Part-time employees working on a vacation relief basis as temporary full-time for more than ~~two~~ **(2)** consecutive weeks shall receive the full benefits contained in Article **13** in respect to holidays and holiday pay, except that Article **13.1.6** shall not apply.

(1V) Part-time employees shall receive four percent **(4%)** of gross earnings for vacation pay in lieu of Article **13.3**.

Article 14.1 will no longer apply to part-time employees.

Article 16 (1) All of Article **16** except **16.3 (b)**, shall apply to part-time employees working in excess of twenty-four (24) hours per week.

(11) Part-time employees working less than twenty-four (24) hours per week shall not receive the benefits of: Articles 16.1, 16.2, 16.2.1, 16.3, 16.3.1, 16.3.2. Articles 16.5, 16.5.2 and 16.6 will apply, except that the time limits contained in Article 16.5 shall not apply and further except that in the case of Articles 16.5.2 and 16.6 a part-time employee shall be deemed to have received notice of a reduction in the number of hours scheduled and of a change in starting time if the Company has used its best efforts to notify such employee directly by 2:00 p.m. of the day prior to the day in question.

Articles 16.5.3, 16.5.4, 16.6.1, 16.8, 16.8.1, 16.10, 16.10.1, 16.10.2.

Article 17.2 (a)

Article 18.2, 18.3, 18.3.1 (1) except that provided there is no break in service of more than ninety (90) calendar days at any one time, part-time employees shall receive six (6) months credit at the salary scale to which they are assigned, for every one (1) year of part-time work.

(11) except that part-time employees who are subsequently hired on permanent staff, in the job classification in which they worked part-time, without a break in service of more than ninety (90) calendar days, shall be credited for pay purposes with the total accumulated seniority credits contained in (1) above.

- 2.3.4** The Union agrees that the Company may employ part-time employees provided that no part-time employee shall be employed at a time when such employment would cause a layoff of, avoid the recall from layoff of a full-time employee, or downgrade or eliminate a full-time employee who is a member of the bargaining unit or to avoid the hiring of a full-time employee.

ARTICLE 3

Management Rights

- 3.1** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.2** The Union recognizes the right of the Company to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgement and final evaluations of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and

engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing from time to time, control over all operations, building, machinery, equipment and employees, and the right to subcontract, are solely and exclusively the responsibilities of the Company. Subject to the Company's right to decide on the number of employees needed at any time, the Company agrees not to exercise its right to subcontract in such a manner as to require the layoff of employees in the bargaining unit or to reduce the number of employees in the bargaining unit.

3.3 Before implementing new rules and regulations directly affecting the general working conditions the Company will inform the Union of such proposed rules and regulations.

3.4 The parties recognize that broadcasting requires the continued maintenance of high standards and performance which, with respect to the "On-Air" employees are not capable of definition in solely objective terms. The parties therefore agree that, subject to the provisions of Article 3.5 the Company reserves the right to dismiss or reassign an employee who, in its opinion fails to achieve such standards of performance. Such rights shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been warned at least twice by written notice (which notice shall describe in reasonable detail the manner in which such employee is alleged to have fallen short of such standards of performance) and the Company shall use its best efforts to give direction and assistance to such employee to achieve such standards of performance. Such right to dismiss or re-

assign an employee shall not be used as a disciplinary measure and shall be in addition and not in substitution for its rights to apply discipline, which may only be exercised for just cause.

- 3.5** The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

ARTICLE 4

Union Rights

- 4.1 Membership and Dues-** The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have freedom of choice as to joining or not joining the Union.

- 4.1.1** During the term of this Agreement, the Company agrees to deduct from each pay, an amount equal to the uniform dues and or assessments as levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.

4.1.2 The Company shall remit the monies so deducted to the Union not later than the fifteenth (15th) day of the following month. The Company shall provide the Union with a monthly computer printout detailing the following information:

- 1) Employee name and address
- 2) Sex
- 3) Classification, title and salary
- 4) Amount of dues deducted on base salary
- 5) Amount of dues deducted on additional earnings
- 6) The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from Child Care Leave.

4.1.3 Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to CEP for the calendar year in question on the T4 or TP4 income tax slips issued to employees.

4.2 Notices to Union - The Company shall immediately mail to the Local and Regional offices of the Union one copy of the following:

- (a) Within five (5) calendar days notice of hiring, dismissal (including the reasons therefor), promotion, demotion (including the reasons therefor), transfer, or

termination of any employee within the bargaining unit.

- (b) Notice of extension of probationary period, suspension or report and reply (if any) referred to in Article 8.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (e) Where possible, prior notification of the use of any casual employee(s), which shall include the casual employee's name, date(s) and hours of work, as well as the reasons therefor. In any event such information shall be provided within five (5) days of the hire of such casuals.

4.2.1 Prior to beginning employment a new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating his rate of pay, classification and any other special commitments agreed to by the Company. As soon as practical, and in any event at the start of his employment he shall be introduced to a Union official.

4.2.2 Within five (5) calendar days of hiring, the Company shall provide the Local Union with the address of a new employee, and if the employee consents, the employee's telephone number.

4.3 Union Access to Premises •

- (a) Upon reasonable notification to the management, the Company will permit free access to operating areas where employees covered under this Agreement are working, to a Union representative and/or officer of the Union, to enable that person or persons to be able to observe whether the provisions of this Agreement are being complied with; such observations shall be at reasonable hours and so as not to interfere unduly with the normal operation of the Company.

- (b) Local officers and stewards shall be permitted to leave their duties without **loss** of basic pay or other benefits to attend to Union business provided that:
 - (i) Such business relates to a grievance, alleged violation, or administration **of** this Agreement.
 - (ii) The Local officer or steward so notifies his immediate supervisor.
 - (iii) It does not interfere with his normal duties, and
 - (iv) The business is dealt with in a prompt manner.

4.4 Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards, **of** announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by Management. Such approval shall not be unreasonably withheld.

4.5 Leave for Union Activities -

- (a) Upon request by the Union, the Company will release without loss of payment or other benefits, up to three (3) employees named by the Union to attend grievance meetings. When a member of the Grievance Committee is requested to attend a grievance meeting at a time other than during his working hours, he shall receive equivalent time off at a mutually agreed time. In the case of a grievance meeting on a scheduled work day, unless the grievance meetings begin within two (2) hours of the beginning or end of the employee's shift, the employee shall receive a minimum credit of two (2) hours. If however he attends on a day off, he shall receive a minimum credit of three (3) hours.
- (b) Upon request by the Union, the Company will release without loss of payment or other benefits, up to four (4) employees named by the Union to attend negotiation meetings. In normal circumstances and except in emergencies, such employees will be completely released from duty for the entire days of such meetings and will not be required to perform any work on any of these days. When a member of the Negotiating Committee attends a negotiation meeting during a day off, he shall receive the equivalent of his standard work day off to be taken at a later time mutually agreed.
- (c) The four (4) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits

in order to attend a pre-negotiation union meeting. The Union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

4.5.1 Leave without pay will be granted to any employee duly authorized to represent employees in order to:

- (a) Attend Executive Council meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance. It is understood that not more than one (1) employee shall be so released at any one time from any one department and not more than three (3) employees shall be released at any time. No employee shall be allowed more than twelve (12) days in any calendar year for such leave except when an employee is elected to the position of Regional Vice-president of the Union, in which case the twelve (12) day maximum shall not apply.
- (b) Accept a position with the Union or an official labour body for a period of one (1) year. Such leave shall be granted by the Company on receipt of a written request from the employee and the President of the Union, and the Company may extend this leave to a maximum of four (4) years. Such leave will be limited to only one (1) employee at a time.

4.5.2 Leave provided for in Article 4.5 and 4.5.1 (a) shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

ARTICLE 5**Relationship**

5.1 The parties hereto will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity, or lack of activity, on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union.

5.2 A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union in respect of actions of any such member acting in a supervisory capacity in carrying on his duties for the Company.

ARTICLE 6**No Strikes, Lockouts or Strike-breaking**

6.1 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slowdown or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its

employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

6.2 The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property and perform the duties of employees on strike. The Company will not specifically originate a program or programs not normally fed to such facility, nor will the Company require any employee in the bargaining unit to perform the duties of any other employee who is engaged in a lawful strike.

6.3 An employee shall have the right to refuse to cross a picket line set up by any labour union while engaged in a lawful strike or lawful lockout where he has good reason to believe that such crossing might endanger his person or property, in which case he will, if required by the Company furnish a signed written statement to such effect.

ARTICLE 7

Grievance Procedure

7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation, or alleged violation of this Agreement.

7.2 The parties recognize that the Canada Labour Code provides that any employee may present his personal

grievance to his employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on grievance procedure.

7.3 In the event of a dispute between any member or members of the bargaining unit and the Company, in referenceto the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and Settlement thereof:

Step 1 : The grievance shall be reduced to writing and a copy thereof delivered to the Department Manager or his designee within ten (10) days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee and if the grievance **is** originated by the Chairman of the Grievance Committee, a copy shall be simultaneously delivered to the Local President of the Union. If a settlement **is** not reached within ten (10) days from the time of presentation, the grievance shall proceed to Step 2 provided that the parties hereto may extend such time limit by mutual consent.

Step 2: The grievance shall be discussed at a grievance meeting with the Manager of Operations and Administration or his designee and the Local Grievance Committee consisting of not more than three (3) members. Such meetings shall take place within five (5) days of the request for a meeting.

Step 3: If the grievance is not recorded as settled within five (5) days after the meeting described in Step 2, the dispute shall be referred to the Vice-president and General

Manager of the Company and the Union Office for further discussion and consideration.

Step 4: In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party within thirty (30) days of the meeting described in Step 3 be submitted to final and binding arbitration. The parties shall within ten (10) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitrator shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

7.4 Any party desiring to take advantage of the procedure provided for in this Article shall take each step in such procedure within the time limits set forth (or as extended by mutual agreement in writing), and upon failing to do so the particular grievance or matter in dispute shall be deemed to be closed and not subject to further proceeding hereunder. In cases of great import, any or all of the above steps may be omitted by mutual consent.

7.5 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have

been lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.

7.6 If either of the parties to this Agreement, considers that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter shall be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 7.3.

7.7 Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, Statutory Holidays and Holidays recognized under this Agreement. Time limits may be extended by mutual consent. If the subject of a grievance by an employee arises within five (5) days prior to the commencement of that employee's scheduled vacation, the Company will not withhold consent to an extension on the time limits required by Article 7.3. The time limits referred to in Article 7.3 shall not in this case run while such employee is on scheduled vacation.

7.8 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

7.9 Upon agreement of the parties, minutes in duplicate shall be kept of all grievance meetings by a Secretary (who is mutually agreed to) and signed by both parties following the conclusion of such meeting.

7.10 The Local Union will notify the Company from time to time regarding the names of Union Stewards and members

of the Union Grievance Committee. Such notifications shall be by memo.

ARTICLE 8

Report on Performance

- 8.1** An employee shall be advised in writing within ten (10) working days of any complaint or accusation which may be detrimental to his advancement or standing within the Company. The employee's reply to such complaint or accusation if received within ten (10) working days after he has been given notice referred to above, shall become part of his record. If this procedure is not followed, such expression of dissatisfaction, or the reply thereto, shall not become part of his record for use against him at any time. Where an expression of dissatisfaction is found to be unjustified, all reference to such expression shall be removed from the employee's record.
- 8.2** The record of an employee will not be used against him for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident.
- 8.3** An employee shall have access to his personnel files during normal office hours a reasonable number of times throughout the year, but in any event at least once every six (6) months, or earlier in the event of a grievance.
- 8.4** Where an employee is called to a formal meeting for the purpose of disciplining or reprimanding the employee, such employee shall have the right, if he so desires, to bring a Union officer or steward with him, or into such meeting.

ARTICLE 9**Seniority Rights**

- 9.1** Company Seniority - Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service. Company seniority shall relate only to the order of layoffs, promotions, and the choice of vacation period.
- 9.2** Functional Group Seniority - Functional group seniority shall be measured by the length of continuous service within a functional group as listed in Article 2.3.
- 9.3** Promotions and **Job** Vacancies - The employee with the most Company seniority shall, if he meets the qualifications for the position, be promoted to fill a vacancy in a higher classification. A notice of vacancy including qualificaltional requirements shall be posted for a minimum of ten (10) days. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. Whenever a vacancy is filled the Company shall post the name of the person filling the vacancy.
- (a) The President of Local 712-M shall receive copies of all job postings, as well as the posting which announces the successful applicant.
- 9.3.1** An employee promoted to fill a vacancy in a higher classification shall be on trial in such classification for a period of up to three (3) months. If during this trial period

the employee performs in an unsatisfactory manner, the Company shall return him to his former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that his promotion has been made permanent.

9.3.2 No employee shall in any way be penalized for refusing to accept a promotion or transfer out of the bargaining unit.

9.3.3 The Company agrees to prior consultation with an employee and the Union before making a final decision that would involve a permanent transfer within the bargaining unit of the employee.

9.4 Dismissals, Demotions and Resignations -
Dismissal or demotion of an employee shall only be for just and sufficient cause and it is agreed that dismissal or demotion may be subject to the grievance procedure.

9.4.1 An employee other than a probationary employee dismissed for just and sufficient cause other than gross misconduct, shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay. He shall also receive all accrued vacation and holiday pay.

9.4.2 An employee, when resigning, will give the Company two (2) weeks' prior notice in writing.

9.4.3 An employee shall lose all rights under this Agreement, except for unused vacation or holiday credits, if he voluntarily quits his employment with the Company, or if he

is discharged for cause and is not reinstated pursuant to the provisions of the grievance or arbitration procedure.

9.5 Layoffs- When layoffs of employees are to be made, the Company shall determine what jobs are to be abolished and the number of employees to be laid off. Where employees are to be laid off, such layoffs shall proceed in inverse order of Company seniority within the functional group, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.

9.5.1 An employee about to be laid off from one functional group and who has the occupational qualifications for another functional group, may apply his Company seniority and transfer laterally or revert to such another group, but not into a higher paid group.

9.5.2 An employee about to be laid off from one functional group who has the Company seniority, and who in the opinion of the Company may be trained within a four (4) week period to perform duties in another functional group, shall be trained and he shall then revert to that group.

9.5.3 An employee who has reverted through layoff to another group and whose basic salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red circled) until such time as the salary in the lower rated job surpasses the employee's frozen salary and then such employee will proceed in the scale in accordance with Article 19.

9.5.4 In the event of layoffs, employees affected will receive eight (**8**) weeks' notice or eight (**8**) weeks' salary in lieu of notice, plus accrued vacation pay. The Company shall advise the Union at least eight (**8**) weeks in advance of proposed layoffs. In the event an employee having been given notice of layoff leaves, he shall be paid to the date of his leaving, however he shall retain his recall rights under this Agreement.

9.5.5 While an employee is laid off the Company shall pay one hundred percent (**100%**) of all the costs of the employee's medical and insurance benefits (excluding **Long Term Disability**) as contained in Article **11.3** for a period of six (**6**) months commencing with the date of layoff.

9.6 Recall from Layoff - When vacancies occur, the Company agrees to re-engage in the order of Company seniority within the functional group, former employees who have been laid off for a period not exceeding one year. In the event an employee returns to the employment of the Company pursuant to Article **9.6**, such employee shall at that time refund to the Company the severance pay received pursuant to Article **11.9** for the period of time after his return to the employment of the Company.

9.6.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. The employee must notify the Company of his intention within seven (**7**) days, failing which the Company shall have no further obligation to such employee.

9.7 Computation of Seniority During Layoffs, etc. - In the event an employee with two (2) years or more Company seniority is laid off or is granted leave of absence or transfer to a position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of company or functional group seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, or;
- (b) If he returns to the status of an employee after one (1) year has elapsed, his company and functional group seniority upon returning shall be that which he had on the effective date of such layoff, transfer or leave of absence.

9.7.1 In the event an employee with less than two (2) years of company seniority is laid off and he returns to the status of an employee before six (6) months has elapsed, his company and functional group seniority upon returning will be that which he had on the date of such layoff.

ARTICLE 10

Jurisdiction, New Devices and Methods

10.1 Jurisdiction and Duties - The Company agrees to continue the practice of assigning duties relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of the Company's television programs to employees as defined in Article 2.1 of the Agreement.

10.1.1 The Company agrees that it will not transfer or assign any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other person, except that it is agreed that the Company shall not be required to alter existing methods or practices where certain personnel perform some duties of a nature similar to those performed by employees in the bargaining unit.

10.1.2 It is agreed that the provisions of Article 10.1.1 shall not be used to avoid filling a vacancy, or to avoid the hiring or cause a layoff of an employee in the bargaining unit, or to avoid the payment of penalties as stipulated in this Agreement.

10.1.3 The container for every audio and video tape recording produced by the Company shipped outside the Company shall bear the seal of the Union in the identification carried at the head of the recording or by label on the reel or container, as well as on the end credits. All local productions shall bear the seal of the Union at the end of such production with the words "Local 712-M" clearly exhibited beneath the seal.



10.2 New Devices and Methods - Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the bargaining unit result in a layoff of employees (as distinguished from layoffs caused by changes in programming or other normal factors), the Company recognizes additional moral obligations to such

employees and agrees to the following conditions in fulfillment of such obligations:

- (a) Upon written application by the employee, the Company agrees to exert every reasonable effort to find other positions within the Company for any such affected employee. Such employee will be provided reasonable time off to be interviewed for positions outside the Company.
- (b) Employees who have obtained seniority will be given a minimum of six (6) months' notification of such layoff. Should they obtain other employment prior to the end of the notice period, they shall be compensated to their last working day. Should the employee's position cease to be required during the period covered by the six (6) months' notice, the employee may be released by the Company and shall thereupon receive the balance of the six (6) months' notice by way of payment in lieu of such notice. In any event, the employee shall also receive severance pay as contained within Article 11.9.

10.2.1 An employee who leaves the employment of the Company during the period of layoff notice contained in Article 10.2 (b), as a result of the layoff notice, shall retain recall rights for a period of six (6) months from the date of termination.

10.2.2 In the event an employee returns to the employment of the Company pursuant to Article 10.2.1, such employee shall at that time refund to the Company the severance pay which he received pursuant to Article 10.2 (b) and that part

of the pay in lieu of notice, if any, which he received pursuant to Article 10.2 (b) for the period of time after his return to the employment of the Company.

ARTICLE 11

Employment Benefits

11.1 Sick Leave - An employee who is incapacitated for duty through illness shall be paid for the time off from work for such illness or accident for six (6) months. Should such illness or accident exceed this six (6) month period, the employee must apply before the expiry period for LTD benefits. Sick leave with pay may not apply to an employee during the first three (3) months of employment. It is agreed that an employee will submit to a medical examination by a qualified practitioner of his choice if requested to do so by the Company, at the Company's expense and time. The results of such examination shall remain confidential between the Doctor and his patient.

11.1.1 Sick leave with pay shall be granted provided the employee complies with the following requirements:

- (a) When taken ill or incapacitated he shall notify his department head at least one (1) hour before his shift commences if reasonably possible.
- (b) The employee shall upon return to work, submit a written application for sick leave pay in such form as may be prescribed by the Company.

- (c) The employee shall offer proof of his illness or incapacity of more than three (3) consecutive days if requested to do so by the Company. A statement from his physician exclusive of the reasons for his illness or incapacity shall be deemed to be such proof.

11.1.2 Absence because of illness or incapacity up to six (6) months shall not interrupt the accumulation of an employee's vacation credits, sick leave credits, or the payment of employee benefits contained in this Agreement.

11.1.3

- (a) An employee who receives the benefits of the Long Term Disability Plan shall retain the seniority he had on the date of entrance to the LTD Plan and for purposes of this Agreement shall be considered to be on leave of absence and the computation of seniority provided in Article 9.7 shall apply.
- (b) The Company shall pay one hundred percent (100%) of the costs of the employee's Group Insurance Plans for at least two (2) years from the time that the employee's sick leave expires and provided further that the employee is eligible for Long Term Disability benefits.

11.1.4 Should an employee fall sick or become incapacitated while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.

11.1.5 Occupational Accident Program- It is understood that the Company will withdraw its participation in the Ontario Workers' Compensation Program and introduce a new Occupational Accident Insurance Program which supplements the existing Company Benefit coverage for all employees in the Bargaining Unit.

The new supplemental Occupational Accident Program Insurance Plan which is fully funded by the Company covers the employee while on duty, travelling on business for the Company or commuting to or from the employee's place of employment which includes the following:

- i) A new separate Occupational Accident Death and Dismemberment benefit with a three hundred thousand dollar (\$300,000) lump sum payment that would be payable in addition to any other insurance benefit. The amount payable is described in the Table of Losses provision under the contract issued by the Insurance Company. Death benefits will be payable to the employee's estate, unless a signed beneficiary designation stating otherwise is on file with the insurer. The employee has the right to change the beneficiary designation at any time, by submitting a written request to the insurance company, subject to any applicable laws.
- ii) If an employee claims a loss described under the Table of Losses, and the employee requires the use of a wheelchair to be ambulatory, the insurance company will pay up to ten thousand dollars (\$10,000) for the following expenses incurred within three hundred and sixty-five (365) days from the accident:

the one time cost of alterations to the employee's home to make it wheelchair accessible and habitable; and,

the one time cost of modifications necessary to a motor vehicle utilized by the employee to make the vehicle accessible or drivable for the employee.

iii) **Part-time/Freelance Employees -**

Part-time and freelance employees will be eligible to receive short-term disability benefits equal to seventy percent (70%) of the regular weekly earnings (as defined by the insurer) up to a maximum of five hundred dollars (\$500) per week, for a maximum of twenty-six (26) weeks. The plan will also pay for reasonable and customary medical expenses incurred which are in excess of the provincial plan up to a maximum of fifty thousand dollars (\$50,000).

A full-time employee who is injured while on duty, travelling on business for the Company or commuting to and from the employee's place of employment, who is unable to perform his occupation as a result of the employee's injuries, will receive full pay from the Company for a period of six (6) months. Satisfactory medical evidence supporting the disability will be required. It is agreed that an employee will submit to a medical examination by a qualified practitioner of the employee's choice when requested by the Company, at the Company's time and expense.

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- (a) A full-time employee who is injured while on duty, travelling on business for the Company or commuting to and from the employee's place of employment is disabled beyond one hundred and eighty-two (182) days will proceed on to the Long Term Disability Benefit Plan. While on Long Term Disability resulting from an occupational injury, a disabled employee will continue to be covered by the Company's Extended Health, Life insurance and A D & D Plans at no cost to the employee.
- (b) For full-time employees who are unable to perform the essential duties of their pre-injury employment, but who are medically able to perform suitable work, the Employer shall offer such employee the first opportunity to accept suitable employment that may become available. While it is understood the Employer will accommodate the work or workplace where practical to the needs of the employee who is impaired as a result of the injury, it is agreed that this accommodation is only to the extent that it would not cause the Company undue hardship. It is the responsibility of the employee to advise the Department Head immediately and Employee Relations within forty-eight (48) hours of the occurrence of a work-related accident and to complete the necessary accident claim forms.
- (c) The Company also undertakes that any additional medical costs ordered by a Doctor and substantiated by a Company Doctor necessary for the rehabilitation of an employee injured at work and not covered by

any of the Plans will be paid for by the Company within reasonable limits.

An employee who elects to sue a third party as a result of a personal injury received during the course of the employee's employment will upon being awarded compensation for loss of wages, return to the Company an amount equivalent to such ~~loss~~ of wages which were received from the Company during time off from work as a result of such injury.

In the event that, in the future, the Company is required to re-enter the Workers' Compensation Board Program, the Company has the option of terminating the provisions relating to the said supplemental Occupational Accident Program.

In addition to the foregoing, it is further agreed that the Company will provide an extra one times annual salary which will be added to the principal sum amount of the present Basic Accident Death and Dismemberment Insurance, thus providing all full-time employees with basic Accident Death and Dismemberment Insurance at three and one-half times annual salary, subject to a maximum benefit of two hundred thousands dollars (\$200,000).

11.2 Leave for Employees with Child Care

Responsibilities - Illness or incapacity directly attributed to pregnancy shall not dis-entitle an employee to sick leave as provided in Article 11.1.

11.2.1 An employee with six (6) months or more of Company seniority is entitled to and shall be granted a leave of absence from employment as follows:

- (a) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to a total of two (2) weeks of prenatal leave with pay which may be taken on a day-to-day basis.
- (b) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted, upon written request, a leave of absence without pay of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.

11.2.2 Subject to Article 11.2.5 every female employee with six (6) months or more of Company seniority and who has or will have the actual care and custody of a newborn child is entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (37) weeks commencing, as the employee elects,

- (a) on the expiration of any leave of absence from employment taken by her under Article 11.2.1 (b);
- (b) on the day the child is born; or

- (c) on the day the child comes into her actual care and custody.
- (d) Natal leave contained within Article 11.2.1 (b), when combined with Child Care Leave contained within this Article 11.2.2 shall not total in excess of **fifty-two (52)** weeks.

11.2.3 Subject to Article 11.2.5 every male employee with six (6) months or more of Company seniority and who **has** or will have the actual care and custody of a newborn child, shall be entitled to and shall be granted, upon written request, a leave of absence without pay of up to thirty-seven (**37**) weeks commencing, as the employee elects,

- (a) on the expiration of any leave of absence from employment taken in respect of a child by a female who is entitled to such leave on account of her pregnancy under the laws of Canada or of a Province of Canada;
- (b) on the day the child is born; or
- (c) on the day the child comes into his actual **care** and custody.

11.2.4 Subject to Article 11.2.5 an employee with six (6) months or more of Company seniority who commences legal proceedings under the laws of a Province of Canada to adopt a child or obtain an Order under the laws of a Province of Canada for the adoption of a child, shall be entitled to and shall be granted, upon written request, to a leave of absence without pay of up to thirty-seven (**37**)

weeks commencing on the day the child comes into the employee's care.

11.2.5 The aggregate amount of the leave that may be taken by an employee under Articles 11.2.2, 11.2.3 and 11.2.4 in respect of the birth or adoption of any one child shall, when added to similar leave taken by another employee with respect to such child, not exceed thirty-seven (37) weeks.

11.2.6 Every employee who intends to take a leave of absence from employment under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 shall give at least four (4) weeks notice in writing to the Company, unless there is a valid reason why such notice cannot be given, and shall inform the Company in writing of the length of leave intended to be taken. Every employee who intends to take or is on leave of absence from employment under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 shall give the Company at least four (4) weeks' notice in writing of any change in the length of leave intended to be taken by the employee, unless there is a valid reason why such notice cannot be given.

11.2.7 Every employee who intends to take a leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 is entitled, on written request therefor, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence and for which the employee is qualified.

11.2.8 Every employee who takes a leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 is entitled to be reinstated in the position that the employee occupied when

the leave of absence began and, on the expiration of such leave, the Company shall reinstate the employee in that position. Where for any valid reason the Company cannot reinstate the employee in the same position, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

11.2.9 The pension, health and disability benefits and the seniority of an employee who takes a leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4 shall accumulate during the entire period of the leave and during such period the Company shall pay one hundred percent (100%) of the cost of such benefits (except LTD after January 1/05). During such leave the employee shall be responsible for the pension contributions which such employee would normally have made and must, within a reasonable time, pay such contributions. If the employee fails to pay such contributions within a reasonable time the employment of such employee on the employee's return to work shall be deemed to be continuous with his employment before his absence. Except as hereinbefore provided with respect to pension, health, disability and seniority benefits, for the purpose of calculating all other benefits of an employee who takes leave of absence under Article 11.2.1 (b), 11.2.2, 11.2.3 or 11.2.4, employment on such employee's return to work shall be deemed to be continuous with employment before the employee's absence.

11.3 Medical and Group insurance- The Company shall pay one hundred percent (100%) of the premium cost of the Group Life, Supplementary Major Medical, (including Dental and Eye Care Plans), Long Term Disability and OHIP

Insurance Plans which will provide no less benefits than those provided as at January **14, 1999**.

LTD - Effective January 1, 2005, all employees will pay the individual premium for Long Term Disability Insurance.

Benefits - Effective January 1, 2005, any new employee hired after that date will pay 20% of the premium costs of the benefit plan annually. The Company continues to pay **100%** of the Group Benefit premiums for current full time staff.

11.3.1 For those employees who are employed as of September **17, 1997** and were 55 years or older as of September **17, 1997** and who retire after January **16, 1989** at age **60**, and have at least ten (**10**) years consecutive service with the Company immediately preceding retirement, the Company shall continue to pay 100% of the premiums required in order to provide:

- (a) Continued eye care coverage as provided in Letters of Agreement No. **3** and **3A**, and continued dental care coverage as provided in Letter of Agreement No. **4** and
- (b) Life insurance coverage on the life of the retired employee in the amount of **\$10,000**;
- (c) Until the employee reaches age **65**, the Company shall continue to pay the necessary premiums to provide the Medical and Group Insurances as contained within Article **11.3**.

11.4 Pension Plan - The present pension plan in effect shall continue for all current employees who are employed as of September 17, 1997 and the terms may not be changed without discussion and agreement of the parties, unless required by legislation. New employees who are hired after September 17, 1997 shall be enrolled in the CTV defined contribution plan. Each employee shall receive an annual statement outlining his financial status in the Plan.

Effective January 1, 1997, upgrade pensions accrued for service prior to 1997 on the basis of 1993 earnings and the 1993 Canada Pension Plan Earnings ceiling.

Effective January 1, 1998, upgrade pensions accrued for service prior to 1998 on the basis of 1994 earnings and the 1994 Canada Pension Plan Earnings ceiling.

Effective January 1, 2004, upgrade pensions accrued for service prior to 2004 on the basis of 1997 earnings and the 1997 Canada Pension Plan Earnings ceiling.

Effective January 1, 1989, an employee who has attained age 62, and completed ten years of plan membership shall be eligible to retire with an immediate pension with no reduction for early commencement. An employee who has attained age 60 and completed ten years of plan membership shall be eligible to retire with an immediate pension reduced by 1/4 of 1% for each month that commencement of his pension precedes the 1st day of the last month coincident with or next following his 62nd birthday.

11.5 Bereavement Leave

- (a) When an employee is absent due to death in his immediate family, i.e., mother, father, spouse, (same sex partner) child, step-children, brother or sister, he will be granted a five (5) day leave of absence with pay. These five (5) days shall be consecutive with the funeral falling on one of them.

When an employee is absent due to death in his immediate family, i.e., legal guardian, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee resides, he will be granted three (3) days leave of absence with pay. These three (3) days shall be consecutive with the funeral falling on one of them.

The Company may grant additional leave of absence for compassionate reasons.

- (b) An employee shall be allowed to absent himself due to the death of a close friend for the purpose of attending the funeral subject to operational requirements. The absented day shall be deducted from either lieu time, floating holiday, or vacation credits.

11.6 Special Leave- The Company may grant leave in the case of emergencies such as birth of a child, illness in the immediate family. However payment for such leave will be at the sole discretion of the Company.

- 11.7** Medical Appointments - The Company will grant sufficient time to an employee for personal medical, dental and eye appointments where notice is given to the supervisor as far in advance as possible.
- 11.8** Jury and Witness Duty - Employees called to serve on juries or to obey a subpoena to appear as a witness in a matter in which they do not have a personal interest shall receive their regular salaries during such periods, less the amount they receive in payment for such calls. Employees shall not be scheduled to work evenings, nights, or weekends while acting in this capacity. Employees shall have the responsibility of notifying the Company upon the discharge of such duty.
- 11.9** Severance - Employees laid off shall receive the following severance payments, which payment shall be deemed to include any severance payment required pursuant to any statute:
- Three (3) weeks pay for each year of service, to a maximum of 52 weeks pay. Employees currently entitled to more than 52 weeks pay, will be credited with the amount earned up to the date of ratification of this collective agreement (grandfathered).
- With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.
- 11.9.1** Article 11.9 shall not apply to employees who exercise their rights under Article 9.5.1 or Article 9.5.2.

ARTICLE 12

Travel Provisions

12.1 Travel Expenses - The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company; reimbursement to be on the basis of actual out-of-pocket costs for all reasonable purposes. Employees on "out-of-town" assignments which require overnight accommodation shall receive suitable single occupancy accommodation at company expense when available at the location concerned, and in this case Article 12.2.3 shall apply. The Company reserves the right to specify the method of transportation and generally the type of expense to be incurred.

12.1.1 It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time and that an accounting of any such expenditures will be submitted for approval within five (5) work days of an employee's return.

12.1.2 It is the policy of the Company that an employee's use of his own automobile for transportation in connection with his duties is to be discouraged. It is further recognized that such use of an employee's automobile is not compulsory on the part of the employee and he may at his discretion decline to do so. However, where an employee is authorized by the Company and agrees to use his own automobile for transportation in connection with his duties, such employee shall be reimbursed at the rate of thirty-five cents (35¢) per

kilometer or company policy whichever is higher, with a minimum payment of four dollars (\$4.00).

12.1.3 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requires any employee to drive.

12.1.4 Any female employee of the Company other than those regularly assigned to a night shift who works past the hour of 9:00 p.m. shall be provided with transportation home, when required, at company expense.

12.1.5 For the purposes of this Agreement, the following definition of "location" shall apply:

- (a) "Local" location is considered to be any point within the Regional Municipality of **Waterloo**, Ontario, accessible by public transportation or within a fifteen (15) mile radius of the home base of an employee outside of the Region.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

12.2 Travel Time- For pay purposes, employees engaged only in travelling out of town shall be credited with **all** time consumed when travelling on an assignment of the Company to the maximum hours in a standard work day. Such time will be computed:

- (a) From the scheduled time of the carrier's departure, when the employee leaves from his home for travel by common carrier:

- (b) From the assigned hour of departure from his home when the employee travels by automobile direct to the assignment;
- (c) From the time he leaves his normal place of employment when the employee reports there before proceeding to travel;
- (d) From the assigned hour of departure from his lodging when an employee is using overnight accommodation.

12.2.1 Time credited for the return journey under the above conditions will be computed in the same manner.

12.2.2 When an employee is required to work at a studio or remote location other than his normal place of employment, he shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return. Travel time credits may not be paid if an employee agrees to report to the work location for his convenience.

12.2.3 Per Diem - Employees on "out-of-town" assignments which require overnight accommodations shall receive a per diem allowance of sixty dollars (\$60.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or two dollars and seventy-five cents (\$2.75) per hour to a maximum of sixty dollars (\$60.00) when absences involve fractions of a day. Where exceptional conditions as agreed upon by the parties require higher per diems than those contained herein, the

Company will provide an additional amount based on conditions at the location concerned.

- (a) The above per diem amounts shall be in U.S. currency when employees are assigned outside of Canada;
- (b) The above per diem amounts shall be in addition to the cost of a five (5) minute call home upon the day of the employee's arrival, and every second day thereafter;
- (c) The above per diem amount shall be in addition to receipted laundry costs following more than five (5) consecutive days on out-of-town assignments.

ARTICLE 13

Holidays and Annual Vacation

13.1 Holidays with Pay - The following shall be paid holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- (a) In addition to the holidays listed above ~~two~~ (2) "floating holidays" shall be granted each calendar

year. Such holidays shall be taken at a time mutually convenient to each employee and the Company.

- (b) In the event that "Heritage Day", or the "3rd Monday in February" is declared as a holiday, that day as well as any other federally proclaimed holiday, shall be added to the above list.

13.1.1 If any of the above holidays fall on a Saturday or Sunday, then for the purposes of this Agreement, the preceding Friday or the following Monday as determined by the Company, shall be the holiday and the Company shall post notice of the substitute holiday at least ~~two~~ (2) weeks prior thereto. This Article shall not apply to Technical, Production or News employees with respect to Christmas Day, Boxing Day, New Year's Day and Dominion Day.

13.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal basic pay for such day at the straight time rate.

13.1.3 If the holiday falls on a scheduled work day and the employee is required to work, he shall receive his basic rate plus one and one-half (1½) times his basic rate for all hours worked, with a minimum credit of his standard work day.

13.1.4 If the holiday falls on a scheduled day off, or during his annual vacation, he shall at his option receive his basic rate with a minimum credit of his standard work day, extend his vacation by one (1) extra day, or take a day off in lieu.

13.1.5 If the holiday falls on a scheduled day off and the employee is required to work, or if the employee is

scheduled to be off on the holiday and is subsequently assigned to work, and the schedule is changed after 2:00 p.m. the day prior to the holiday, he shall receive his basic rate plus two (2) times his basic rate for all hours worked, with a minimum credit of his standard work day.

13.1.6 The Technical, Production and News employees by an election in writing filed with the Company on, or prior to February 1st of each year, may elect to add five (5) working days to their annual vacation entitlement in lieu of the first five (5) holidays worked under the provisions of Article 13.1.3, 13.1.4, or 13.1.5 following the February 1st election date. The election so filed shall apply only to the year in which filed and shall not be revocable. For any of the remaining five (5) holidays an employee may at his option receive a day off at a mutually agreed time and this option shall be indicated on the time sheet for the week in which the holiday occurred. The payment received for each holiday as provided in Articles 13.1.3, 13.1.4 and 13.1.5 shall be reduced by eight (8) hours basic pay only for each day taken in lieu as provided herein. An employee leaving the employ of the Company shall receive unused additional vacation credits provided herein in cash.

13.2 Scheduling of Christmas and New Year's Holidays - On or before the 15th day of November in each year an employee may indicate to the Company in writing his preference for time off during the period, including Christmas and New Year's Day. So far as possible, the Company will take such preference into account having regard to the seniority of the employees concerned, so as to provide the most suitable time off for each employee over Christmas and New Year's. These Christmas and New

Year's holiday schedules shall be posted not later than December 1st. Such scheduling shall not be the subject of grievance.

13.3 Annual Vacations - Employees shall be entitled to an annual vacation with pay, or separation pay in lieu thereof, in accordance with the following table:

<u>Service</u>	<u>Duration</u>
Seniority as Defined in Article 9.1 at April 1st of <u>Each Year</u>	<u>Duration of Vacation and Pay in Working Days</u>
Less than 1 year	1 day per month
1 year but less than 7 years	1¼ days per month (i.e., 15 days per year or 3 calendar weeks).
7 years but less than 18 years	1 2/3 days per month (i.e., 20 days per year or 4 calendar weeks).
18 years but less than 23 years	2 1/12 days per month (i.e., 25 days per year or 5 calendar weeks).
23 years but less than 30 years	2½ days per month (i.e., 30 days per year or 6 calendar weeks).
30 years and over	2.92 days per month

(i.e., 35 days per year or 7 calendar weeks)

No employee shall be entitled to more than one of the annual vacation periods referred to in this Article.

13.3.1 Each employee shall be entitled to take up to three (3) weeks of his annual vacation in consecutive days, but vacation in excess of three (3) weeks shall be taken at the mutual convenience of the Company and the employee, which may or may not be consecutive to the three (3) weeks of the aforesaid.

13.3.2 An employee will be entitled to begin each of his vacation periods in conjunction with his days off. If he so chooses, the employee may request that such days off be Saturday and Sunday, and the Company shall make its best efforts to accommodate this request.

13.3.3 Employees shall have the right to take their vacation throughout the vacation year (April 1st of one year to March 31st of the succeeding year) and subject to scheduling preference shall be given employees on the basis of company seniority within the functional group. The employee's application shall be submitted in writing not later than March 1st for the following vacation year. Vacation schedules will be posted by March 15th each year. An employee by mutual agreement with the Company may change his choice of vacation period insofar as it does not adversely affect another employee's previously selected vacation period.

- (a) When employees request vacation time following the March 1st deadline, such request shall be made in writing to the Company. The Company's response to this request shall be made in writing to the employee within two (2) weeks of the employee's request. Thereafter, the vacation period cannot be changed by the Company without the employee's consent.

13.3.4 Vacations shall be taken in the year (April 1st of one year to March 31st of the succeeding year) and may not be carried over from one year to the next, however, on request, an employee may be granted leave without pay to be taken in conjunction with his vacation period. No employee shall suffer loss of seniority or other benefits as a result of such leave. In the event that an employee does not take all the vacation to which he is entitled, he shall be paid such entitlement not used at his regular rate of pay, in addition to his regular rate of pay for days worked.

ARTICLE 14

Outside Activities

14.1 Prior approval must be obtained from the Company should an employee wish to work outside the Company where the nature of the work pertains to the business of the Company, or where the employee exploits his connection with the Company in the course of his activities.

14.2 It is recognized that the need for confidentiality regarding certain sales campaigns or programs may be necessary. Employees therefore shall not disclose

information which could be considered injurious to such campaign or program.

ARTICLE 15

Air Credits

- 15.1** The Company shall give air credits to employees where, in its opinion, such credits are merited by their contribution to the production.

ARTICLE 16

Hours and Scheduling of Work

- 16.1 Standard Work Week** - The standard work week for the office and clerical employees shall be thirty-five (35) hours with the exception of the switchboard/receptionist, in which case the standard work week shall be thirty-seven and one-half (37½) hours. The standard work week for the technical, production and news employees shall be forty (40) hours. The work week shall commence at 12:01 a.m. Monday. The hours of work shall be exclusive of the first meal period and shall be inclusive of second or subsequent meal periods and break periods.
- 16.2 Standard Work Day** - The standard work day for the office and clerical employees shall be seven (7) hours except for the switchboard/receptionist whose standard work day shall be seven and one-half (7½) hours and the standard work day for the technical, production and news employees shall be eight (8) hours. The standard work day

for all employees shall be exclusive of meal periods, subject to Article 17.2 (c).

16.2.1 Alternate Work Week and Work Day - Notwithstanding Article 16.1 and Article 16.2, an employee may be scheduled on a four (4) day work week consisting of a ten (10) hour tour of duty for each day in that work week. The standard work day provided in the Agreement shall be ten (10) hours in such cases, exclusive of the first meal period but inclusive of all other meal periods and break periods. The third day off in the work week resulting from this Article shall be scheduled consecutive to the two (2) consecutive days off provided in Article 16.3. The third day off may not necessarily be scheduled consecutive to the two (2) days off for the transmitter technicians. Should an employee work on this third day off in the work week, such employee will be paid in accordance with Article 16.8 (b).

16.3 Days off -

- (a) There shall be two (2) consecutive days off in each work week which shall be referred to hereinafter as scheduled days off. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday.
- (b) The Company shall use its best efforts to schedule the days off on weekends as frequently as possible but in any event each employee shall receive a minimum of three (3) weekends (i.e., Saturday and Sunday) off per calendar quarter (beginning January 1, 1982). Where an employee does not receive the minimum number of weekends off as required by this

Article, he shall receive an additional four dollars and fifty cents (\$4.50) per hour payment for all hours worked on the weekends infringed upon in that quarter.

- (c) Reporter-Announcers may not receive weekends off in accordance with Article 16.3 (b) when acting as presenters of News, Weather or Sports.
- (d) Subject to Articles 13.3.2 and 16.3 (b) no employee shall work for more than eight (8) consecutive days without his prior consent.

16.3.1 A scheduled day off or a day off in lieu, shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours.

16.3.2 Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

16.4 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day calculated to the last quarter hour in which work was performed; provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

16.4.1 There shall be no assignment of split shifts.

16.5 Posting of Schedules - It is the intent of this Article that employees are advised of their work schedules at the earliest possible times. Each employee's schedule shall be posted not later than 2:00 p.m. Monday two (2) weeks prior

to the week in question. The employee shall check his posted schedule at the end of each tour of duty.

16.5.1 Each employee's schedule shall state clearly daily starting time, finishing time and days off. A notation on the posted schedules stating "sign off" shall be considered as the finishing time for "on air" operating and maintenance employees.

16.5.2 After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 2:00 p.m. of the day prior to the day in question. If such notice is not given the employee shall be credited with all the hours originally scheduled. If the schedule is changed on the employee's day off the Company will be responsible to notify the employee directly of such change.

16.5.3 An employee's days off will not be changed after 2:00 p.m. on the Wednesday prior to the week covered by the schedule referred to in Article 16.5.

16.5.4 The Company will attempt to schedule employees equitably on a rotating basis in the various shifts. Failure to do so will not be cause for grievance. However, the Company will on request, meet with the Union Committee to discuss any problem arising in this regard.

16.6 Change of Schedules - Notice of change of starting time shall be given no later than 2:00 p.m. of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has verbally so informed

the employee, provided that this shall not relieve the employee from checking his posted schedule as per Article 16.5. If the employee is off duty, the Company will notify the employee verbally. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.

16.6.1 Prior to going on leave of five (5) days or more, an employee, if he so requests, shall be given a written pre-arranged time to report back to work. This time will not be changed thereafter without the employee's consent.

16.6.2 It is the responsibility of an employee to report to the Supervisor in charge of scheduling, advising when he will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in his schedule.

16.7 Overtime Computation- Subject to Article 16.2.1 all time worked or credited in excess of the standard work day shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the basic hourly rate of the employee. Further, all hours beyond twelve (**12**) in one day shall be paid at the rate of **two (2)** times the basic hourly rate of the employee, and all hours beyond fifteen (**15**) in one day shall be paid at the rate of **two and one-half (2%)** times the basic hourly rate of the employee.

16.7.1

- (a) The employees shall have the right to refuse to work scheduled overtime by notifying the Company of such

refusal within forty-eight (48) hours of the original schedule being posted.

- (b) The employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within twenty-four (24) hours of any revised schedule being posted.
- (c) If all qualified employees who are available refuse to work overtime as in (a) and (b), then the Company may direct that the work be performed by any qualified member of the bargaining unit in inverse order of seniority.
- (d) The parties hereto agree that unscheduled overtime may sometimes be necessary. Employees shall have the right to express reasons to their scheduling supervisor, as to why working such overtime would present an inconvenience.

16.8 Work on Scheduled Days Off - Where an employee agrees to work on a day off, work performed on that day shall be compensated as follows:

- (a) If work is performed on one day off in a week, time and one-half (1½) computed separately from the work week, for all hours worked with a minimum credit of the standard work day. Hours worked in excess of the standard work day shall be paid at two (2) times the basic rate.
- (b) If work is performed on any day(s) off scheduled continuously to any other day off, and regardless of

the work week(s) in which these days off occur double time (2X) computed separately from the work week for all hours on this day(s), with a minimum credit of the standard work day. Hours worked in excess of the standard work day shall be paid at two and one-half (2½) times the basic rate.

- (c) If all qualified employees who are available refuse to work on a day off then the Company may direct that the work be performed by any qualified member of the bargaining unit in inverse order of seniority.

16.8.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 2:00 p.m. of the previous work day. If such notice is not given, the employee shall receive four (4) hours' pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

16.9 Turnaround - A Turnaround period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

16.9.1 All time scheduled and/or worked and any meal period, during any of the above turnaround periods shall be compensated for, in addition to the regular basic rate, at one-half (½) times basic for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be one and one-half (1½) times the basic rate, in addition to the regular basic rate, for the

portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof, and shall be one (1) time the basic rate, in addition to the regular basic rate for the portion of such assignment which encroaches on the fifth, sixth, seventh or eighth hours immediately following the end of the employee's original schedule or any extension thereof.

<u>Hours between Stop and Start Time</u>	<u>Compensation</u>
0 - 4	1½ times basic rate
4 - 8	1 times basic rate
8 - 12	½ times basic rate

16.9.2 No payment shall be made for the following encroachments:

- (a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day *off*.
- (b) On a shift where an employee is released from duty to attend negotiation or grievance meetings with Management.
- (c) When an employee is on vacation of one (1) week or more, turnaround will not apply to the first shift back.

16.10 Call-back - An employee called back to work having left his place of work on the day in question shall be paid at the time and one-half (1½) rate with a minimum credit of

four (4) hours. If call-back is extended over four (4) hours the additional hours will be paid at the double time (2X) rate. Call-back shall be computed separately from the work week.

16.10.1 Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty and having left his place of employment is called back to perform further work on the day in question.

16.10.2 An employee shall not be required to work more than four (4) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 17 shall apply.

16.11 Night Differential-

- (a) Where an employee is required to work an unscheduled extension to his shift, (i.e., notice which is given after 2:00 p.m. of the day prior) the overtime rate will be increased to twice the hourly rate for all such unscheduled extended hours worked between 12:00 midnight and 7:00 a.m.
- (b) An employee who works between the hours of 12:30 a.m. and 6:30 a.m. shall be paid a night differential of four dollars and fifty cents (\$4.50) per hour for all work performed between 12:30 a.m. and 6:30 a.m. Night differential shall not be deemed overtime or part of the basic hourly rate of pay.

16.12 Temporary Upgrading- In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification (within or without the bargaining unit), than that to which he is usually assigned, he shall be paid fourteen dollars (\$14.00) for such work up to four (4) hours in a tour of duty. If such assignment extends for more than four (4) hours he shall be paid eighteen dollars (\$18.00) for the full tour of duty. If such assignment extends beyond his regular tour of duty, or if the temporary upgrade is more than one group higher than his normal wage group, he shall be paid twenty dollars (\$20.00) for the temporary upgrade. This Article shall not apply where he is assigned work of a higher classification for a training or trial, for a maximum of three (3) full consecutive weeks.

16.12.1 Article 16.12 shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. At the time of such assignment, an employee shall be verbally advised of his temporary upgrading and this shall be recorded on the employee's time sheets.

16.13 Safety- No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his employment with the Company. It shall be the duty of the employee to take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees. An employee may, before performing

potentially hazardous duties, request the assistance of another employee. The Company will not deny any reasonable request. The Company shall give consideration to the capabilities of an employee for assignment involving climbing towers, ladders, etc.

16.13.1 The Company agrees to supply special protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers) where conditions require their use, and to supply other special attire when required by the Employer. It is understood that such protective clothing and/or safety devices and special attire are and remain the property of the Employer and shall be returned in good condition on demand. In cases where the Company does not supply protective clothing, the Company shall continue its present practice of paying, where the Company deems it appropriate to do so, the reasonable cost of repairing and cleaning an employee's clothing soiled or damaged while the employee is performing work-related duties.

16.13.2 Where transportation is provided to an employee, the appropriate safety standards shall be observed by the Company and the employee and traffic laws shall be observed by the employee.

16.14 Clothing - The Company shall provide to all full-time ENG-EFP camerapersons, videographers and Maintenance Technicians who have passed their probationary period, quality outerwear with designated Company logos. Such quality outerwear shall be suitable to our climate and CKCO's business image.

It is agreed that the parties will establish a Joint Union-Company Committee to work together to provide employees the opportunity to have input into the quality and functionality of the outerwear to be purchased. It is recognized that the Company has the final decision on this issue. This Committee also shall work together to ensure that all employees shall wear attire which is appropriate to their job duties.

- 16.15** The company will provide a clothing policy for all News, Weather, Sports announcers, Videographers, Reporters and Assignment Editors who appear on air at least 15 occasions during the previous 6 months. The aforementioned will be reimbursed for clothing purchased during the 6 months from January 1st to June 30th and the six months from July 1st to December 31st. Claims for reimbursement must be made in the first period by June 30th and for the second period by December 31st. The maximum amount to be claimed in any 6 month period will be \$500.00 effective January 16, 2004 and will be \$525.00 effective January 16, 2005. The employee will submit receipts indicating items purchased. Only clothing which is worn during the performance of their on air duties and clearly visible to viewers will be eligible. (Example: shoes would be excluded.)

ARTICLE 17

Break and Meal Periods

- 17.1** Break Periods - All employees shall be entitled to, and shall receive, a break period of fifteen (15) minutes' duration during each half of a standard work day, and shall

receive a fifteen (15) minute break period for each additional four (4) hour work period. If the break periods are not received in accordance with the provisions of this Article, the employee shall receive one and one-half (1½) times the basic rate for each missed break period.

17.2 Meal Periods - First Meal Period -

(a) Office and Clerical Employees

A first meal period of one (1) hour's duration shall be taken at a time convenient to the employee and which will not interfere with the efficient operation of the station.

(b) Technical, Production and News Employees

During each tour of duty of more than five (5) hours, the Company shall schedule a first meal period of one (1) hour's duration as close to regular meal hours as efficient scheduling permits.

(c) In lieu of (b) above an inclusive first meal period of at least thirty (30) minutes may be assigned at a time which will not interfere with the efficient operation of the station. If such a thirty (30) minute meal period is not so received during the tour, one-half (½) hour will be added to the tour of duty and be paid at one and one-half (1½) times the basic rate.

17.2.1 Second Meal Periods - A second meal period of not less than thirty (30) minutes' duration shall be assigned in tours of duty of more than ten (10) hours. This second meal period shall be assigned within the fourth (4th) or fifth (5th) hour after the assignment of the first meal period. If such

a meal period is not so received during the tour, one-half ($\frac{1}{2}$) hour will be added to the tour of duty and be paid at one and one-half ($1\frac{1}{2}$) times the basic rate.

17.2.2 Subsequent Meal Periods - A subsequent meal period of not less than thirty (30) minutes shall be assigned within the fourth (4th) or fifth (5th) hour after the completion of the prior meal period. If such a meal period is not so received during the tour, one-half ($\frac{1}{2}$) hour will be added to the tour of duty and be paid at one and one-half ($1\frac{1}{2}$) times the basic rate.

17.2.3 An employee whose tour of duty begins between 4:00 a.m. and 7:00 a.m. shall be scheduled a thirty (30) minute relief period before 10:00 a.m., in lieu of one fifteen (15) minute break period. If the employee does not receive the relief period, one-half ($\frac{1}{2}$) hour will be credited to the employee's tour of duty and paid for at the appropriate rate in effect at that time.

17.3 When employees are on assignment outside of the Company's main plant facilities, the Company shall supply and/or pay for an appropriate meal for each meal period required by this Article 17 unless the Company is paying per diem amounts in accordance with Article 12.2.3.

17.4 Employees shall not be required to travel from their normal place of employment to other studios or remote locations during their meal periods, or any part thereof.

ARTICLE 18

General Wage Provisions

- 18.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 18.2** Progression up the wage scale within each classification shall automatically occur on July 15th of each year following the date of hire. An employee shall progress to the eighteen (18) month step in a wage scale (where provided) on January 15th following his progression to the one (1) year level of such wage scale. New employees starting at the bottom of a wage scale shall receive their end of probationary step on the wage scale upon a successful completion of their probationary period and such employees shall then automatically progress to the one year step on the wage scale on the following July 15th.
- 18.3** When an employee is transferred into a higher pay classification, he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his former group, plus the amount necessary to place him on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of his upgrading in accordance with Article 18.2.

One (1) full increment means the increase in pay that the employee would have next received had he remained in his

former classification, or if he is at the top of his scale, the increase he last received in reaching the top rate.

18.3.1 When an employee is transferred into a higher pay classification on a merit basis, as provided in the wage scales and classifications, he shall be placed on a step in the new scale at the next level in pay as he previously received and shall automatically progress upward on the scale in accordance with Article 18.2. An employee's anniversary date shall not be changed for any purpose as a result of a merit promotion.

18.4 Regular wages shall be paid on every second Friday for the two (2) week period ending on the following Saturday. Payment for overtime work shall be made not later than the second pay date following the pay period during which such overtime has occurred and has been submitted. If changes have been made on a time sheet after its submission by an employee, a copy of such time sheet noting such changes shall be given to the employee with his pay slip.

ARTICLE 19

Wage Scales and Classifications

19.1 Groups for the purpose of wage classifications shall be as follows:

**GROUP I: Sales Clerk, Promotion Clerk, Newsroom Clerk,
General Clerk/typist.**

01/16/04 01/16/05 **01/16/06** 01/16/07

Start	\$462	\$475	\$488	\$500
End of Probation	\$488	\$502	\$516	\$529
1 Year	\$513	\$528	\$543	\$557
18 Months	\$552	\$568	\$584	\$599
2 Years	\$576	\$593	\$609	\$624
3 Years	\$606	\$624	\$641	\$657
4 Years	\$648	\$667	\$685	\$702

GROUP II: Traffic Clerk, Sales Secretary, Promotion Secretary, Programming/Promotion Secretary, News Secretary, Production Secretary, Switchboard Operator-Receptionist, Engineering Secretary, Assistant TV Operator, plus Group I Merit Employees.

01/16/04 **01/16/05** 01/16/06 01/16/07

Start	\$499	\$513	\$527	\$540
End of Probation	\$528	\$543	\$558	\$572
1 Year	\$557	\$573	\$589	\$604
18 Months	\$599	\$616	\$633	\$649
2 Years	\$624	\$642	\$660	\$677
3 Years	\$690	\$710	\$730	\$748
4 Years	\$709	\$730	\$750	\$769

GROUP III: Film/tape Editor, Production Assistant, Promotion Assistant, TV Traffic Supervisor, Transmitter Operator Assistant (Temporary), plus Group II Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$576	\$593	\$609	\$624
End of Probation	\$624	\$642	\$660	\$677
1 Year	\$658	\$677	\$696	\$713
2 Years	\$698	\$718	\$738	\$756
3 Years	\$737	\$758	\$779	\$798
4 Years	\$790	\$813	\$835	\$856

GROUP IV: TV Technical Operator, Creative Services, Setperson-Carpenter, Setperson Artist, Photographer-Reporter, Maintenance Assistant, News Graphics, plus Group III Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$601	\$618	\$635	\$651
End of Probation	\$629	\$647	\$665	\$682
1 Year	\$668	\$687	\$706	\$724
2 Years	\$718	\$739	\$759	\$778
3 Years	\$782	\$805	\$827	\$848
4 Years	\$820	\$844	\$867	\$889
5 Years	\$855	\$880	\$904	\$927
6 Years	\$905	\$931	\$957	\$981

GROUP V: Writer/Reporter, Supervisor Creative Services, Production Coordinator, **Live** Eye Operator, plus Group IV Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$653	\$672	\$690	\$707
End of Probation	\$668	\$687	\$708	\$724
1 Year	\$718	\$739	\$759	\$778
2 Years	\$756	\$778	\$799	\$819
3 Years	\$821	\$845	\$868	\$890
4 Years	\$855	\$880	\$904	\$927
5 Years	\$905	\$931	\$957	\$981
6 Years	\$960	\$988	\$1015	\$1040

GROUP VI: Maintenance Technician, Crew Chief, Switcher **Director**, plus Group V Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$675	\$695	\$714	\$732
End of Probation	\$718	\$739	\$759	\$778
1 Year	\$776	\$799	\$821	\$842
2 Years	\$821	\$845	\$868	\$890
3 Years	\$882	\$908	\$933	\$956
4 Years	\$921	\$948	\$974	\$998
5 Years	\$982	\$1010	\$1038	\$1064
6 Years	\$1033	\$1063	\$1092	\$1119

GROUP VII: Reporter-Announcer, Videographer, Farm Bureau Newsperson, Producer, Assignment Editor, Regional Bureau Newsperson, Regional Correspondent, Supervising Crew Chief, plus Group VI Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$749	\$771	\$792	\$812
End of Probation	\$795	\$818	\$840	\$861
1 Year	\$845	\$870	\$894	\$916
2 Years	\$911	\$937	\$963	\$987
3 Years	\$969	\$997	\$1024	\$1050
4 Years	\$1022	\$1052	\$1081	\$1108
5 Years	\$1077	\$1108	\$1138	\$1166
6 Years	\$1126	\$1159	\$1191	\$1221

GROUP VIII: Sports Director, Assistant News Director, News Producer, Art and Set Director, Engineering Supervisor, plus Group VII Merit Employees.

	01/16/04	01/16/05	01/16/06	01/16/07
Start	\$821	\$845	\$868	\$890
End of Probation	\$867	\$892	\$917	\$940
1 Year	\$912	\$938	\$964	\$988
2 Years	\$995	\$1024	\$1052	\$1078
3 Years	\$1056	\$1087	\$1117	\$1145
4 Years	\$1126	\$1159	\$1191	\$1221
5 Years	\$1194	\$1229	\$1263	\$1295
6 Years	\$1235	\$1271	\$1306	\$1339

Effective January **16, 2004** those employees over scale or off scale shall have their wages increased by **2.5%**.

Effective January **16, 2005** those employees over scale or off scale shall have their wages increased by **2.9%**.

Effective January **16, 2006** those employees over scale or off scale shall have their wages increased by **2.75%**.

Effective January **16, 2007** those employees over scale or off scale shall have their wages increased by **2.5%**.

19.1 The rates in the above schedule are minimum,

19.2 The bi-weekly rate shall be the weekly rate multiplied by 2. For purposes of computation the basic hourly rate of the employee shall be **one-seventieth (1/70)** for the office and clerical employees, **one-seventy-fifth (1/75)** for the Switchboard/Receptionist, and **one-eightieth (1/80)** for the Technical, Production and News employees of the bi-weekly salary applicable.

19.3 The Company agrees that it will not release any commercial material recorded on audio or video tape or film incorporating a performance by a person in the bargaining unit to any Company, Sponsor or Agency for use outside of the Company until such time as the person performing on the recording has arranged payment for his services from the client involved.

ARTICLE 20

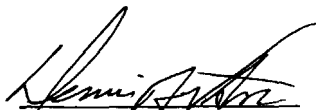
Duration

20.1 This Agreement shall become effective as of the 16th day of January 2004 and shall remain in full force and effect until and including the 15th day of January 2008, and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than one hundred and thirty (130) days and not less than thirty (30) days before the termination of the said Agreement.

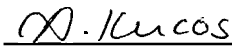
20.2 If such notice is given by either party and no new Agreement is reached, all the provisions of the Agreement shall be observed by both parties until seven (7) days after the Report of the Conciliation Board is received by the Minister of Labour, or as otherwise provided by the Canada Labour Code.

In witness whereof the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 20th day of DECEMBER, 2004.

CKCO Television A Division of CTV Television Inc.



Dennis Watson
VP and General Manager



Anne Kircos
Manager-Human Resources



Dave MacNeil
Operations and Production

**Communications, Energy and Paperworkers
Union of Canada**



Allan R. Foster
National Representative



Jim Alexander
Local President



Jamie Niven
Bargaining Committee



Cal Schaver
Bargaining Committee

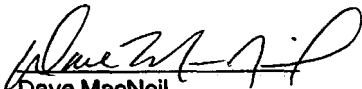
CKCO Television A Division of CTV Television Inc.



Dennis Watson
VP and General Manager

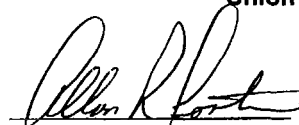


Anne Kircos
Manager-Human Resources



Dave MacNeil
Director of Operations and Production

**Communications, Energy and Paperworkers
Union of Canada**



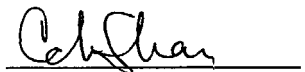
Allan R. Foster
National Representative



Jim Alexander
Local President



Jamie Niven
Bargaining Committee



Cal Schaver
Bargaining Committee

The signatures as affixed to this page constitute signatures with respect to all Letters of Agreement.

Letter of Agreement No. 1

The person fulfilling the function of an Assignment Editor on a regular full-time basis shall be paid in the Group **V11** wage scale plus sixty-five dollars (\$65.00) per week. Should a person be placed in the Group **V111** wage scale the additional sixty-five dollars (\$65.00) per week would not be paid. A person in Group **VII** or less shall be paid a temporary upgrade as provided in Article **16.12** for each tour of duty during which he is assigned the functions of an Assignment Editor such as weekends/or during the absence of the full-time Assignment Editor. It is understood that the Company shall only be required to have an Assignment Editor on duty during the day shifts Monday to Friday and that on the day shifts on weekends one person will perform the functions of Assignment Editor as has been the past practice.

Letter of Agreement No. 2

- (a) This will confirm that it is the Company's intention that a crew chief or a supervisor will be on the Company's main premises at all times during which a technical crew is scheduled to work at the Company's main premises. It is also the Company's intention that a crew chief or a supervisor will be assigned to any remote location where a technical crew of three or more employees are working.

- (b) The all-night shift operator shall receive an upgrade in accordance with Article 16.12 for those hours during which no crew chief is scheduled.

Letter of Agreement No. 3

During recent negotiations the Company has agreed to make certain improvements in the Medical and Group Insurance Plans contained in Article 11.3.

In accordance with the Memorandum of Agreement as signed by the parties on September 12, 1997, the Company agrees therefore to implement at its cost, the following additions/improvements to such plans:

- (a) The Long Term Disability Plan - shall provide 70% of wages to a maximum of \$4,000 per month.
- (b) The Life Insurance Plan - shall include coverage in the amount of 2½ times annual wage to a maximum of \$200,000 on each employee. Also included is coverage in the amount of \$10,000 on the employee's spouse, and \$5,000 on each child of the employee. These amounts are effective on the beginning of the month following ratification.
- (c) The Extended Health Care Plan - shall include the following provision for vision care:

Eligible Expenses:

Deductible does not apply to vision care.

Eye Examinations by a licensed optometrist or ophthalmologist limited to one examination in a 24 month period.

When prescribed by a Duly licensed ophthalmologist or optometrist and dispensed by a Duly Licensed ophthalmologist, optometrist or optician, charges incurred by a Covered person for vision care will include:

FRAMES

Eve Glass Frames - limited to a maximum of \$150 a pair per family member every 24 months.

LENSES

Eve Glass lenses or permanent contact lenses that are necessary for the correction of vision, one pair every 24 months or one additional pair if there is a change in prescription during the 24 month period.

OR

Disposable Contact lenses - maximum \$275 towards the purchase of disposable contact lenses necessary for the correction of vision prescribed by an ophthalmologist or optometrist every 24 months.

Exclusions - No benefit is payable for:
Safety glasses, whether prescribed or not;
Prescription sunglasses, photograying or tinting of lenses.

In accordance with the Memorandum of Agreement as signed by the parties on September 12, 1997, the Company agrees to implement at its cost the following improvement:

- (i) Effective January 1, 1998, treatments by a qualified massage therapist, provided the treatments have

been prescribed by a physician to a maximum of seven hundred and fifty dollars (\$750.00) in a calendar year.

- (ii) Effective January 1, 1998, treatments by a qualified physiotherapist, provided the treatments have been prescribed by a physician to a maximum of seven hundred and fifty dollars (\$750.00) in a calendar year.

Letter of Agreement No. 3A

During negotiations for the 2002-2004 Collective Agreement the parties agreed to certain changes in the Eye Care Plan contained within Letter #3.

Notwithstanding any changes made to the Eye Care Plan contained within Letter #3, the parties clearly agree that the same full level of Eye Care coverage which previously existed, will continue, and the company will pay any and all claims over and above those covered by the carrier, in order to maintain the previous level of coverage. This, on a company self-funded basis.

All those covered are entitled to a pair of glasses or contact lenses but not both. To clarify, the company will pay to replace lenses that are; lost, broken or required due to a prescription change beyond the one provided for by the insurance carrier. Disposable contact lenses are not eligible for replacement.

Letter of Agreement No. 4

During recent negotiations the Company has agreed to make certain improvements in the Medical and Group Insurance Plans contained in Article 11.3.

In accordance with the Memorandum of Agreement as signed by the parties on May 30, 1995, the Company agrees therefore to implement at its cost, the following additions/improvements to such plans:

- (a) The Long Term Disability Plan - shall provide 70% of wages to a maximum payment of \$4,000 per month.
- (b) The Extended Health Care Plan - shall include the following provisions for Preventative Dental Care:
 1. Routine examination
All adults and dependant children age 19 and over will only be eligible for reimbursement of fees pertaining to dental check-ups once every nine months. Dependant children under the age of 19 are limited to one every six months.
 2. X-rays
 3. Fillings other than inlays or crowns
 4. Extractions
 5. Oral surgery
 6. Cleaning and scaling
 7. Fluoride treatments
 8. Periodontal treatment of gums
 9. Endodontics - ex. root canal therapy

10. Space maintainers and regainers for missing primary teeth
11. Rebasing and relining of dentures
12. Denture repair

In accordance with the Memorandum of Agreement as signed by the parties on September 12, 1997, the Company agrees to implement at its cost the following additions/improvements to the Dental Plan:

- i) The above Preventative Dental Plan benefits will provide 100% reimbursement based on the O.D.A rate schedule.
- ii) Major Restorative coverage shall be added to such plan and will provide inlays, onlays, crowns, bridges, etc., and as stipulated in said Memorandum. The Major Restorative benefit will provide 80% reimbursement based on the O.D.A. rate schedule to a maximum of \$1,000.00 per person per calendar year.
- iii) Orthodontic coverage shall be added to such plan and will provide coverage for dependant children of employees, and as stipulated in said Memorandum. This orthodontic coverage will provide 50% co-insurance based on the O.D.A. rate schedule to a maximum of \$3,000 per person per lifetime.
- iv) One hundred percent reimbursement of the cost of dentures based on the O.D.A. rate schedule.

- v) All above-mentioned O.D.A. rate schedules shall change as follows:

Effective January 1, 2004 - 2002 O.D.A rates
Effective January 1, 2005 - 2003 O.D.A rates
Effective January 1, 2006 - 2004 O.D.A. rates
Effective January 1, 2007 - 2005 O.D.A. rates

- vi) The above maximum amount for orthodontic coverages shall become \$3,200 per person per lifetime effective January 1, 1996.

Letter of Agreement No. 5

The Company agrees to give every consideration to using a surplus to improve the existing defined benefit plan.

The Company is prepared to enter into negotiations regarding changes to the pension plan during the remainder of the term of the Collective Agreement.

Letter of Agreement No. 6

Any suspected abuse of sick or medical leave shall be discussed between the company and the Union, and the company may request that the Union waive the number of days criteria, (Article 11.1.1(c)), before a physician's note is required.

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