

COLLECTIVE AGREEMENT

between

CJCH-TV **and 'A'** DIVISIONS OF CTV TELEVISION INC.
hereinafter referred to as "the Company"

and

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
Local 21-M
hereinafter referred to as "the Union")

FEBRUARY 20, 2009 – FEBRUARY 19, 2012

ARTICLE 1 - PURPOSE

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union, in promoting the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties. To this end, this Agreement is signed in good faith by the two parties.
- 1.2 The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement. To this end the Company assumes the responsibility that all of its management staff, in a consistent manner, will adhere to and enforce this Agreement.
- 1.3 The Union agrees to instruct its officers, stewards, and members to co-operate with the Company in carrying out the terms and requirements of the Agreement and to fulfil their responsibilities as employees of the Company.
- 1.4 This Agreement represents minimum rates and conditions of employment.
- 1.5 In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, there shall be a Labour-Management Forum established within one month of the ratification of this Collective Agreement. The Company and the Union shall each select two representatives to the Forum, all of whom shall be full-time Employees of CJCH-TV and 'A' Divisions of CTV Television Inc. In addition, the Local Union Representative and the Director Human Resources can attend any meeting of the Labour-Management Forum. It is understood and agreed that the Forum will not discuss grievances or changes to the Collective Agreement unless specifically agreed by both the Company and the Union. The Forum shall meet on an informal basis at a time convenient to the parties. No minutes of meetings will be taken; however, a written agenda of items, put forth by the Union and/or Company, shall be prepared by the Director Human Resources and distributed prior to the meeting. All discussions shall be on a without prejudice basis.

ARTICLE 2 - DEFINITIONS & EMPLOYEE CATEGORIES

- 2.1 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 Clause 2.2. It shall include any person employed in any classification created in the future which the parties, by mutual consent, decide to include within the Bargaining Unit, provided that, where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement but may be referred by either party to the Canada Labour Relations Board.
 - 2.1.1 Wherever in the wording of this Agreement the feminine gender is used, it shall be understood to include the masculine gender.
- 2.2 The Company recognizes the Union as the exclusive bargaining agent for all its employees, including part-time employees as set out in the amended Canada Labour Relations Board Order of Certification (Board File 530-2270) which reads:

"all employees in the reception, traffic and accounting departments of the CJCH-TV/ASN Divisions of
CTV Television Inc. (previously, BBS Incorporated – ATV/ASN) working at or out of the
broadcasting
facility in Halifax, Nova Scotia excluding Accountant, Traffic Manager, Traffic Supervisor and Station
Sales Manager".

2.3 Functional Groups - Wherever the term "functional group" is used in this Agreement, it shall denote the following functional groups:

Group A: Traffic Clerk

Group B: Accounting Clerk

2.3.1 Departments - Wherever the term Department is used in this Agreement it will relate to the following Departments:

a) **Accounting**

b) Traffic

2.4 All employees covered by this Agreement shall be considered full-time employees except for the following categories:

2.4.1 An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of six (6) months of continuous service. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work.

An employee on probation shall have her work performance reviewed at the end of the second month, at the end of the fourth month and before the completion of her probationary period by the Company. If the Company fails to notify the employee prior to the expiration of the six (6) month probationary period that she has been confirmed as a permanent employee, she will be deemed to be a permanent employee.

2.4.2 A temporary employee is a person hired to replace a full-time Bargaining Unit employee absent on vacation, leave or sickness, or to meet a temporary increase in workload. Temporary employees may be hired to work less than full-time hours.

Temporary employees are subject to the provisions of this Agreement with the following exceptions: Clauses 2.4.1, 4.6, and 4.6.1 and Articles 9, 11 [except Clauses 11.2 (see Article 2.4.2.2), 11.4, 11.4.1, 11.4.2, 11.4.3 and 11.4.4], 13 (in which case the provisions of the Canada Labour Code will apply). Should a temporary employee be retained as a full-time employee contiguous to her hiring as

a temporary employee then the probationary period in Clause 2.4.1 will date from the most recent start date of present employment.

Temporary employees will be paid at an hourly rate based on the regular weekly start rate for the classification to which they are assigned divided by thirty-five (35).

2.4.2.1 The Company will not hire a temporary employee for the purpose of circumventing the provisions of this Agreement, if it results in the lay-off of a full-time employee or if there is a full-time employee on lay-off in that classification.

2.4.2.2 Regarding the applicability of Article 11.2 to temporary employees, the following shall apply:

- a) Participation in the Defined Contribution Pension Plan for all temporary employees shall be mandatory after completion of the eligibility requirement. The eligibility requirement is 700 hours worked in two consecutive calendar years as determined every February (e.g. in February 2006, any temporary employee who worked 700 hours during calendar years 2004 and 2005 shall join the Defined Contribution Pension Plan on March 1, 2006).

2.4.3 A part-time employee is a person who is hired on a continuing basis for a specific purpose. Her regular weekly hours will be no more than twenty-four (24). A part-time employee is subject to the provisions of the Collective Agreement as would be a full-time employee except for the following Articles which are not applicable: Clauses 2.4.1, 4.6, and 4.6.1 and Articles 9, 11 [except Clauses 11.2 (see Article 2.4.3.2),11.4, 11.4.1, 11.4.2, 11.4.3 and 11.4.4], 13 and 15 (in which case the provisions of the Canada Labour Code will apply to the latter two Articles).

Part-time employees will be paid at an hourly rate based on the regular weekly start rate for the classification to which they are assigned divided by thirty-five (35).

A part-time employee who transfers to the full-time staff may be required to complete a probationary period as contemplated in Clause 2.4.1 at management's discretion. In no case will such employee be required to complete a probationary period of longer than three (3) months. A part-time employee who transfers to the full-time staff shall, after successful completion of the probationary period as contemplated in Clause 2.4.1 receive a seniority credit equivalent to the number of hours worked as a part-time employee.

2.4.3.1 The Company shall not employ more than one (1) part-time employee if the effect of employing those part-time employees would enable the Company to avoid hiring a full-time employee.

The Company may use part-time employees to replace full-time employees where the workload has been reduced to a part-time level and the part-time work is first offered to full-time employees who are to be replaced or employees who have been laid off.

2.4.3.2 Regarding the applicability of Article 11.2 to part-time employees, the following shall apply:

- a) Participation in the Defined Contribution Pension Plan for all part-time employees shall be mandatory after completion of the eligibility requirement. The eligibility requirement is 700 hours worked in two consecutive calendar years as determined every February (e.g. in February 2006, any part-time employee who worked 700 hours during calendar years 2004 and 2005 shall join the Defined Contribution Pension Plan on March 1, 2006).

2.5 The term "regular weekly wage" shall mean the remuneration an employee receives for her week's work, excluding overtime and any other premiums or penalties.

2.6 The term "basic rate" shall mean the employee's regular weekly wage for the classification to which they are assigned divided by thirty-five (35).

2.7 The term "working day" or "working days" with reference to the procedures outlined in this Agreement, specifically grievance procedures and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 It is recognized that the management of the Company, its control of its properties, management of its operation and maintenance of order on its property, is solely the responsibility of management. Other rights and responsibilities belonging to management of the Company are hereby recognized, prominent among which, but by no means wholly inclusive, are:

- a) the right to decide the number of and location of, establish new or close old or relocate plants;
- b) the selection, procurement, designing and engineering of mechanical and technical equipment which may be incorporated into the Company's plants;
- b) methods, procedures and the standard of operations and work to determine the nature of work in its departments, the content of its programmes, the sole right to the determination and final judgement of news and public affairs content, the extension, limitation, curtailment or cessation of operations and the utilization of labour-saving devices;
- c) the selection, direction, determination of the size of the work force, including the right to make, alter and enforce reasonable rules and regulations to be observed by its employees and that before implementation of new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Local Union;
- d) the right to hire, transfer, promote, relieve employees from duty because of lack of work, recall, classify, assign, discipline, suspend, demote, discharge an employee for just cause, direct the work force, maintain order, discipline and efficiency, determine the number of shifts required, adjust the shifts when necessary, schedule, assign, allocate, transfer work in or out of the plant, engage freelancers, sub-contract work out, change job content, reduce the work force, establish specific job functions, discontinue job functions is vested exclusively in the Company, included with which is the right to determine and exercise all other of the functions and prerogatives of management which shall remain solely with the Company except as shall be specifically limited by this Agreement.

The Company agrees that none of the rights set forth in this Article will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - UNION RIGHTS

- 4.1 Employees who are members of the Union at the time of the signing of this Agreement, and any employee who thereafter joins the Union, shall as a condition of their continued employment maintain membership in the Union during the term of this Agreement.
- 4.1.1 The Union shall not require the Company to terminate the employment of an employee because she has been expelled or suspended from membership in the Union for a reason other than failure to pay periodic dues, assessments or initiation fees uniformly required to be paid by all members of the Union as a condition of retaining membership in the Union.
- 4.2 Dues Check Off - During the term of this Agreement, the Company agrees to deduct an amount equal to the uniform dues and/or assessments as levied by the Union for each pay period (weekly, bi-weekly or semi-monthly, etc.). 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 deduction 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 will be notified by registered mail of any changes in the present rate of deduction or any assessments.
- 4.2.1 The Company agrees to remit the monies so deducted pursuant to the Union monthly by cheque. The Company shall remit such dues by the fifteenth (15th) day of the month, following the month for which the dues are deducted and shall include with such remittance:

- a) the names of the employees from whom the deductions have been made;
- b) the respective amount deducted;
- c) and the employees within the Bargaining Unit who have left or have joined the Company since the last payment.

4.2.2 The Union agrees to indemnify and save harmless the Company from any liabilities or actions arising out of any deductions, made as a result of Clauses 4.2 and 4.2.1, from the wages of an employee and resulting from any irregularities committed by the Union or its officers.

4.3 The company shall notify, in writing, the Local Union President or her designee, with a copy to the Regional Office of the Union of the following information:

- a) a list of employees showing their names, addresses and functional groups ranked according to seniority; any employee who wishes may instruct the Company to submit the Company address instead of their own and have any correspondence sent in care of it;
- b) job postings and salaries of new hires;
- c) promotions, demotions and transfers;
- d) merit increases;
- e) discharges, written warnings, suspensions, resignations, retirements and deaths;
- f) hiring of any temporary or part-time employees, or the engagement of persons who will be working pursuant to Clause 10.3;
- g) information relating to pension and medical plan;
- h) the details of any new monetary arrangements made with employees beyond the terms of this Agreement;

for all employees in the bargaining unit on a current basis.

4.4 Upon reasonable notification, the Company will permit access to its premises by an accredited Union Officer to observe whether the provisions of this Agreement are being complied with. Written approval shall be required in advance of each visit and will not interfere with the normal operations of the Company, and the Union Officer will be accompanied by an appointed Company management representative.

4.5 The Company agrees to the posting by the Union of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union on bulletin boards designated by the Company. Copies of all postings will be provided to the Director Employee Relations or his designee at the time of posting.

The Union agrees that the Company has the right to rebut any posting of the Union.

4.6 A leave of absence without pay shall be granted to one (1) full-time employee at a time for a reasonable period, but in any event not to exceed ten (10) working days per year per employee, to represent employees at labour conventions, and congresses or for other Union business. At its

discretion, the Company may allow an employee to exceed the ten (10) working day maximum if she is elected to the Executive Council. All requests for such leave of absence shall be submitted at least fifteen (15) working days in advance.

- 4.6.1 Two (2) full-time employees will be released without loss of pay or other benefits to negotiate a renewal of this Agreement. It is understood that one (1) employee released for negotiations will come from the Traffic Department and the other from the **Accounting Department**. The parties shall schedule sessions so that there is the least possible disruption to the normal operations of each Department or the employees' performance. The Company's obligation to pay employees while they are participating in negotiations shall cease upon the appointment of a conciliation officer. **The Company will consider a Union request to allow both members to come from the same Department.**
- 4.6.2 Leave provided for in Clauses 4.6 and 4.6.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for shall continue to receive all the benefits contained in this Agreement.
- 4.6.3 The Union will provide the Company, in writing, with the names of the Local Union Representatives. After obtaining permission from her Supervisor or designee, a Local Union Representative(s) shall be entitled to leave her work during working hours in order to carry out her functions under this Agreement, including the investigation and processing of grievances. All approved time spent in performing duties shall be considered time worked.
- 4.7 When the Income Tax T-4 Slips are made available, the Company shall include, on the slip, the amount of Union dues paid by the employee in the previous year.

ARTICLE 5 - NON-DISCRIMINATION

- 5.1 There shall be no discrimination by the Company in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee for reasons of race, national or ethnic origin, colour, religion, **age**, sex, **sexual orientation**, marital **status**, **family status**, **disability**, conviction for which a pardon has been granted or for which a full sentence has been served, physical handicap, **membership in a trade union**, political affiliation or **activities**, **unless** such discrimination is based upon a bona fide job requirement.
- 5.2 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union, or because of her activity or lack of activity in the Union.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-outs.
- 6.2 The Company recognizes the employee's right to refuse to work at any Radio or TV station, transmitter, studio, or property where a legal strike is in progress and will not require any employee to engage in any operation that will be detrimental to any strike or lockout outside CTV Television Inc. and associate Companies.

- 6.2.1 No employee shall be disciplined for crossing or refusing to cross a legally constituted picket line where personal safety is threatened.

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 any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following Clauses on grievance procedure.
- 7.3 Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate Supervisor or Department Manager with the object of resolving the grievance. An employee may have a Union Steward assist in this discussion.
- 7.4 A grievance shall be submitted no later than ten (10) working days following the date from which the employee became aware or should have become aware of the event or circumstances giving rise to the grievance.
- STEP 1: The grievance shall be reduced to writing stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the appropriate Department Manager for consideration. A written response shall be made to the employee, with a copy to the Union, within ten (10) working days.
- STEP 2: In the event that the grievance is not recorded as settled within ten (10) working days of the written response in Step 1, the grievance shall be referred to the General Manager or his designee for investigation and consideration. For this purpose the General Manager or his designee shall meet within ten (10) working days with the Local Grievance Committee consisting of not more than two (2) members and the National Representative. Every effort will be made to settle the grievance at one (1) meeting but it may be that additional meetings may be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.
- STEP 3: If the grievance is not recorded as settled within ten (10) working days after the final meeting described in Step 2, the grievance shall be referred to the General Manager, or his designee, and the Union office for further discussion and consideration.
- 7.5 Notwithstanding Article 7.1, any grievance concerning the discharge of an employee shall be submitted directly to the General Manager or his designee at Step 2 within ten (10) calendar days of the discharge.
- 7.6 If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union Grievance Committee who may be accompanied by a Union representative. If not satisfactorily settled within ten (10) working days of the above meeting, either party may refer the matter to arbitration.
- 7.7 The time limits as prescribed in Article 7 - Grievance Procedure may only be extended by mutual agreement of the parties in writing.

- 7.8 In the event the time limits referred to in Article 7 are not adhered to by either the grievor or the Union or the Company, the grievance shall be deemed as abandoned and may not be reopened or processed any further. Failure by the Company to respond to a grievance in accordance with the time limits will result in the grievance being automatically processed to the next step of the grievance procedure.
- 7.9 Probationary employees shall not be entitled to seniority rights and may be discharged by the Company at any time, for any reason, during the probationary period or any extension thereof. The Company agrees not to act in a discriminatory manner nor in bad faith in the exercise of this right.
- 7.10 If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) working days of the completion of the last meeting contemplated in STEP #3 hereof, give to the other party to this Agreement written notice of its intention to arbitrate at the same time specifying one of the following list of arbitrators as being not acceptable:

- **Jan McKenzie**
- Bruce Outhouse
- Judge J.A. MacLellan
- **Susan Ashley**
- William Kydd

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

- 7.10.1 The hearing must commence within six (6) weeks (or as mutually agreed by both parties) from the date of acceptance by the arbitrator to the hearing of the grievance.
- 7.10.2 Should no arbitrator from the panel be available, and failing agreement in selecting an alternate arbitrator, either party may request the Minister of Labour to appoint an arbitrator.
- 7.10.3 The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.
- 7.10.4 The parties will jointly bear the expenses of an arbitrator in equal portions.
- 7.10.5 At any stage of the Grievance Procedure, including arbitration, all reasonable arrangements will be made to permit the conferring parties to have the assistance of the employees concerned and any necessary witnesses, to have access to the plant, and to view disputed operations, provided that such arrangements do not cause unnecessary cost to the Company or interfere with Company operations.
- 7.10.6 If it is determined by the arbitrator that any employee has been suspended or discharged, or otherwise disciplined, for proper cause, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

- 7.10.7 If it is determined by the arbitrator that any employee has not been suspended, discharged or disciplined for proper cause, the arbitrator may make any decision which is just and equitable and which may or may not include full reinstatement of the employee.
- 7.10.8 The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or to subtract from or modify any of the terms of this Agreement.
- 7.10.9 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 Notwithstanding the above formal arbitration procedure, **the parties undertake** to refer all grievances which are still outstanding subsequent to STEP #3 of the Grievance Procedure to this Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless; however, the parties anticipate that this would normally apply only to dismissal or Policy grievances.
- a) The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as "the Chair".
 - b) The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties within the time limits of the Collective Agreement, the parties shall request another arbitrator, selected in accordance with Clause 7.10, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
 - c) The grievance shall be presented at hearings held under this procedure by representative(s) of the Company and the Union and neither party will designate a representative who is a dues paying member of any Law Society.
 - d) The parties shall meet at least one (1) week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavouring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after this meeting then the other party shall be advised of that information immediately.
 - e) The parties shall endeavour to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
 - f) The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Expedited Mediation/Arbitration Procedure.
 - g) The hearing shall be governed by the following parameters:
 - i) Pursuant to Item d) above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair at least a day prior to the scheduled hearing.

- ii) All presentations are to be short and concise with:
 - 1) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.
 - 2) The Response to the Opening Statement will cover any facts which are in dispute and any additional facts.
 - 3) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
 - 4) Arguments will be presented only to points in issue and should not exceed one (1) hour in duration or five (5) typed pages of single spacing.
 - 5) Unless both parties agree, written submissions, precedents or authorities shall not be delivered to the Chair after the hearing.
 - 6) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
 - 7) The hearing will be conducted in an informal manner.
 - 8) The parties will endeavour to ensure that the hearing does not exceed eight (8) hours.
 - 9) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.

- h) At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
 - i) Rendered verbally either immediately or, at the latest, within three (3) working days of the hearing.
 - ii) Confirmed in writing within three (3) calendar weeks of the hearing.
 - iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.
 - iv) Without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties.
 - v) Binding on both parties.
 - vi) Consistent with the terms of the Collective Agreement.

ARTICLE 8 - REPORTS ON PERFORMANCE

- 8.1 Any reprimand by the Company on the employment or work performance of any employee (which includes any complaint which may be detrimental to her advancement or standing within the Company) shall be made in writing and a copy shall be forwarded to the employee and a copy to the Union.

- 8.2 A reprimand must be made within ten (10) working days of cause for the reprimand becoming known to the employee's Supervisor. If this procedure is not followed, the reprimand shall not form part of the disciplinary record of the employee.
- 8.3 An employee shall have the right to submit a reply within five (5) working days after she has received a copy of a disciplinary measure. Such reply will become part of her Personnel File.
- 8.4 Upon request and at a time convenient to the Company, an employee may review her Personnel File in the presence of the Department Head, and with the approval of the employee, a Union Officer may also have access to the employee's file.
- 8.5 When an employee receives any discipline and subsequently works for eighteen (18) consecutive months from the date of the discipline, without any further formal disciplinary measure being imposed upon her, then the discipline and all disciplinary measures which predated that discipline shall be deleted from her Personnel File.
- 8.6 An employee shall have the right to have a Union representative present at any disciplinary meeting.
- 8.7 Discipline shall only be for just and sufficient cause and shall be subject to review under the provisions of the Grievance Procedure.
- 8.7.1 An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.
- 8.8 Demotion shall not be used as a form of discipline. An employee may be demoted only at her own request or as a result of a layoff as described in this Agreement.

ARTICLE 9 - SENIORITY RIGHTS

- 9.1 Company seniority shall be deemed to have commenced, upon successful completion of the probationary period prescribed in Clause 2.4.1, from the date of hiring by the Company into the bargaining unit.
- 9.2 Within thirty (30) working days of the execution of this Agreement, the Company shall prepare and post a seniority list. Any individual who wishes to question her placement on the seniority list shall have thirty (30) working days from the date of posting to communicate her questions in writing to the Director Employee Relations. The seniority list shall be updated as to any changes and reposted on a semi-annual basis (September 1 and March 1) thereafter.
- 9.3 a) (i) "Lay-off" shall mean a reduction in the workforce;
- (ii) when employees are to be laid off, such lay-offs shall proceed in an inverse order of seniority within the functional groups defined in Article 2.3 with all part-time employees in the affected functional group being laid off before full-time employees.
- b) (i) where the Company determines that a vacancy exists in a functional group from which an employee is on lay-off, no new employee will be hired until all laid off employees in that functional group have been recalled in order of seniority;
- (ii) where the Company determines that a vacancy exists in a functional group other than that from which an employee is on lay-off, no new employee will be hired until the employee laid

off has been given an opportunity to apply for the vacant position. Such application shall be assessed pursuant to the criteria prescribed in Clause 9.10;

- (iii) nothing in Clause 9.3 b) is intended to preclude the Company from temporarily filling the vacancy pending completion of the recall or application process;
- c) An employee laid-off in one functional group may exercise her seniority to displace an employee in any other functional group if the employee she seeks to displace has less seniority and if the senior employee has previously successfully performed all the duties of the other functional group and has the ability to perform the job immediately upon lay-off or following a familiarization period of thirty (30) worked days, and, in no case shall an employee displace an employee in a higher paid functional group;
- d) An employee displaced by the operation of these provisions shall in turn have the right to seek to displace employees with less seniority in any functional group pursuant to the procedure in Clause 9.3 c) above;
- e) An employee who has reverted through lay-off to a lower paid functional group shall receive the salary in her new functional group.

9.4 Notice of Lay-Off - The Company shall give an employee who is to be permanently laid-off as much advance notice as possible and in no case less than sixty (60) calendar days notice or pay in lieu of such notice. The Company shall forward a copy of this notice to the Union at the same time as it notifies the employee(s) affected. If an employee is in receipt of notice rather than pay in lieu of notice then, during the period of notice, the employee may be granted time off with pay to seek other employment as prescribed in Clause 9.8 c). The notice to the employee and copy to the

Union

shall advise of any displacement rights the Company believes that the employee to be laid off may have as per Article 9.3 c) and any employees which may be affected shall also be advised by the Company.

9.4.1 Notwithstanding Clause 9.4, in the event the Company decides to implement a temporary lay-off of three months or less, the Company shall give an employee who is to be temporarily laid-off at least thirty (30) calendar days notice or pay in lieu of such notice. The Company shall forward a copy of this notice to the Union at the same time as it notifies the employee(s) affected. The severance pay contemplated in Clause 9.9 and the displacement provisions within Clause 9.3 c) and d) shall not be applicable to employees who are temporarily laid-off.

9.5 Service Outside the Unit

- a) No employee shall be transferred to a position outside the bargaining unit without her consent and the employee will not be penalized for such refusal.
- b) If an employee is transferred to a position outside the bargaining unit, she shall retain the seniority she accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. If this employee later returns to the bargaining unit within six (6) months of departure, she will continue to accumulate seniority from the date she assumes the position, which shall be added to her previously accumulated seniority.
- c) Six (6) months after an employee's return to the bargaining unit from employment elsewhere with the Company or its associated companies, her service outside the bargaining unit shall be converted to seniority for the purposes of this Agreement.

9.6 Loss Of Seniority - An employee shall lose her seniority only in the event that she is discharged for

just and sufficient cause or she voluntarily resigns and is not subsequently re-employed so that the provisions of Article 9.5, above, apply; provided that seniority shall not be terminated contrary to the Canada Labour Code. An employee who is laid-off retains seniority for a period of twelve (12) months plus such additional time worked on a temporary or part-time basis after the date of layoff, when converted to days; upon the expiration of that twelve (12) month period the employee will be deemed as having had her employment and seniority with the Company terminated.

9.7 Employees on lay-off shall be informed in writing by registered mail, for which receipt was acknowledged, of any recall to or vacancies in the bargaining unit, temporary or otherwise, and shall have five (5) calendar days or such longer period of time as the Company may allow from receipt of the notice in which to report for work or to apply for the vacant position. A copy of the letter shall be forwarded to the Union. If the employee fails to report for work within this specified period and has not been recalled to a lower paying position or a non-permanent position, she shall lose any right of re-employment and shall be deemed as having had her employment and seniority with the Company terminated.

9.8 In the case of layoff or future change in the employee's working conditions or job security due to the introduction of automation, the Company will agree to the following conditions:

- a) The Company will give the Union and the affected employee as much advance notice as is practical, but not less than one hundred and twenty (120) calendar days notification of such lay-offs or change. In lieu of this notice, three (3) months salary shall be paid plus severance pay in accordance with Clause 9.9; and,
- b) The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union the parties shall arrange a meeting or meetings for the purpose of discussing any alternative employment within the Company; and,
- c) The Company will provide those employees facing layoff with time off during their normal work week, without loss of regular weekly salary, up to a maximum of three (3) two (2) hour interviews per week provided other employees are available to do the work; and,
- d) The parties agree that in the event of automation, the Canada Labour Code, Part I, Sections 52, 54 and 55 do not apply.

9.9 Severance Pay and Benefits Coverage Continuation:

In the case of layoff, the employee is entitled to a severance payment and benefits coverage continuation based on the following formula:

- a) three (3) times regular weekly salary for each year or part year of employment as of the date of layoff;
- b) and partial coverage under the Summary of Your Group Benefits Plan will be continued for the laid off employee for a time period based on one (1) week for each year or part year of service to a maximum of fifty-two (52) weeks. The only portions of the Summary of Your Group Benefits Plan coverage to be continued are: medical benefits, dental care, vision care and hospital expense benefits, **Basic Accidental Death and Dismemberment, Life**

insurances. Those portions of the Summary of Your Group Benefits Plan which will not be continued are Long Term Disability, Short Term Disability, Life Insurances and Out-of-Canada coverage, Basic and Travel Accidental Death and Dismemberment Insurances; and, nursing case claims **are limited to** a total of \$5,000.00 during the term of the extended coverage.

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

9.10 It is agreed that when the Company determines that a vacancy exists in a functional group within the bargaining unit, the employees in the Bargaining Unit shall be given an opportunity to apply for the job.

The Company will post the vacancy for at least five (5) working days. Qualifications for the vacancy which can be identified and objectively articulated shall be included in the notice posted.

It shall be the exclusive function of the Company to assess the qualifications, training, experience, aptitude, skills and abilities of all applicants, both from within the bargaining unit and otherwise, for any given vacancy and to award the position to the applicant who, in its opinion, best meets the requirements of the vacancy. This function must be exercised in a bona fide, non-arbitrary and non-discriminatory manner.

If requested, an unsuccessful applicant shall be given a written explanation outlining the reasons she was not deemed to be the most suitable person for the vacancy.

9.10.1 An employee promoted or transferred (for reasons other than layoff) to another functional group will perform a three (3) month trial. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that she is unsuited for the new position, it may remove her from that position. The employee's previous position, seniority and regular weekly wage will be made available to her and any person that had moved into that position will be displaced back to her former position, and so on, until all persons who had moved have been returned to their former positions. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent and she will be so advised in writing. In all cases of trial during a promotion, the higher regular weekly wage will be paid, and in the case of a transfer the applicable regular weekly wage for the functional group will be paid.

9.10.2 Without her consent, no employee shall be permanently transferred to another functional group and the employee shall not be penalized for such refusal.

ARTICLE 10 - JURISDICTION

10.1 The Company agrees not to assign to any other person duties normally performed by members of the Bargaining Unit except with regard to the following:

- a) supervisory and management personnel who may perform such duties for: evaluation of equipment or processes, or to assist a member of the Bargaining Unit, or when no employees are available including on an overtime basis, or for the purpose of training and development;
- b) the **Director Finance and Broadcast Systems**, Traffic Manager, and Traffic Supervisor who may continue to perform their normal job functions in the execution of their job requirements;
- c) the current practice of utilizing non-bargaining unit staff for rest break and meal period relief for the Receptionist will be continued, as required by the Company.

It is agreed that these situations will not be used to circumvent the Penalty payment provisions of this Agreement.

- 10.2 Employees required to perform a job function in another functional group, other than their own functional group, for which they have not been trained, shall not be penalized for errors committed during such performance.
- 10.3 The Company and Union support the principles of employment equity and agree that persons from the designated employment equity groups who are in receipt of a scholarship or engaged in a co-operative study programme or supported by public funding may perform functions within the bargaining unit for the purpose of training and learning. Such persons shall be considered as extra persons and shall not be subject to the provisions of this Collective Agreement; and, the use of such extra persons shall not cause the layoff of a bargaining unit employee.
- 10.4 The Company shall provide the Union with Position Questionnaires for the functional groups listed in Article 2.3. It is not intended that the persons in each functional group shall perform only the duties specified in the Position Questionnaire, nor is it intended that the persons have exclusive rights to perform the duties specified in their particular Position Questionnaire.
 - 10.4.1 When the Company significantly changes an existing Position Questionnaire or creates a new one, the Union shall be consulted about the regular weekly wage for the Position Questionnaire before it is established.
 - 10.4.2 If the Union and the Company are unable to reach an agreement after consultation, the Company shall have the right to implement the regular weekly wage and the Union shall have recourse through the grievance procedure if it disagrees with the Company's action. Any adjustments shall be made retroactive to the date when the changed rate was first implemented. The Union shall not utilize the grievance procedure for any situation contemplated by this Clause during the last six (6) months of the Collective Agreement and instead, it shall form part of the negotiations for the renewal of the Collective Agreement.

ARTICLE 11 - EMPLOYEE BENEFITS

- 11.1 The parties recognize the **following benefits** as the Company Employee Benefit Plan:
 - life insurance
 - disability income
 - hospital expense benefit
 - medical and dental care benefit
 - accidental death and dismemberment insurance

- vision care
- maternity/adoption leave benefit

and the Company agrees not to reduce the benefits referred to above during the life of this Agreement.

A description of the benefits regarding Life Insurance, Dependant Life Insurance, Extended Health Care (including vision care), Dental Care, Basic Accidental Death and Dismemberment, Travel Accidental Death and Dismemberment, Long Term Disability (**including Critical Illness as a part thereof**) and **Deluxe Travel** is provided in the Summary of Your Group Benefits Plan **CTV Inc. Full-Time Employees booklet** as updated from time to time in accordance with the master policy between the Employer and its insurance carrier(s).

All full-time employees shall pay one hundred percent (100%) of the Long Term Disability benefit premium through payroll deduction which premium is determined by the insurance carrier from time to time.

In addition, all full-time employees hired after December 31, 2002 shall pay one hundred percent (100%) of the Long Term Disability benefit premium and twenty percent (20%) of the premium for all other benefits, as described in the Summary of Your Group Benefits Plan booklet through payroll deduction which premiums are determined by the insurance carrier from time to time.

Effective June 1, 2009, all full-time employees shall continue to pay one hundred percent (100%) of the Long Term Disability benefit premium and twenty percent (20%) of the premiums for all other benefits, as described in the booklet(s) from the insurance carrier(s), through payroll deduction and which premiums are determined by the insurance carrier(s) from time to time.

- 11.2 All bargaining unit members who were members of the Company's Defined Benefit Pension Plan as of February 19, 1999 shall continue their membership in accordance with the terms and conditions of the Defined Benefit Pension Plan; and, there will be no change which has the effect of detracting from the Pension Plan or reducing the benefits payable pursuant thereto. There shall be no new members admitted to the Defined Benefit Pension Plan after February 19, 1999.

The Company shall introduce a Defined Contribution Pension Plan as soon as possible and no later than December 31, 1999. All full-time bargaining unit employees with one year of employment, as of the February 19, 1999, who were not members of the Defined Benefit Pension Plan shall be eligible to join the Defined Contribution Pension Plan. The employees shall be asked to join and those who choose not to do so shall, without limiting their right to join

the

Defined Contribution Pension Plan at a later date, indicate in writing that they have declined to participate at the time of the Defined Contribution Pension Plan's introduction.

Participation in the Defined Contribution Pension Plan for all Full Time Employees hired after February 19, 1999 shall be mandatory.

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

Each employee shall receive an annual statement detailing the Pension Plan benefits attributed to the Employee. Information concerning changes will be passed along to the Union.

- 11.3 Disability or illness - The following shall apply in regard to disability or illness:

- a) An employee absent due to illness or disability shall inform a designated management member of her absence as soon as possible and shall state the cause of her absence and the expected time she will report back to work.
- b) The employee shall provide a medical certificate of her illness or disability, if requested to do so by the Company.
- c) The Company may require an employee to immediately undergo a medical examination by her physician and to authorize her physician to discuss the employee's medical condition and test results with a physician selected by the Company; however, where deterioration of work performance is suspected to be the result of substance abuse, the Company by written notice from the Vice President and General Manager or the Director Employee Relations may require the employee to undergo an immediate medical examination by a physician of its choice and at its expense. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. It is agreed that the Company's physician will respect the medical confidentiality of the employee and will simply state in the report to the Company whether the employee is well enough to return to work and/or will not affect the health of others or whether the excessive absenteeism has cause. The report shall also provide a prognosis regarding the employee's condition. This Article does not supersede the requirements of the Company's insurance carrier.
- d) An employee in receipt of disability income may be required to return to work to perform her job duties in a reduced capacity, or on a temporary basis subject to the Company providing her physician with a description of the duties to be performed and the physician's concurrence that the employee could perform the described duties.
- e) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 13. If a physician verified disability predates the commencement of maternity leave, then disability income applies until the illness is physician verified as over; if the illness post dates the commencement of maternity leave then no disability income will be paid until the maternity leave or child care leave applied for expires.
- f) Should an employee fall ill while on vacation with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at her place of residence for more than two(2) days, disability income will be paid and the unused days of vacation will be credited to the employee.
- g) An employee shall have her earned vacation entitlement and vacation accrual rate frozen at the time that she begins to receive Long Term Disability benefits; and, upon her return to work, this earned vacation entitlement shall be provided (or as otherwise agreed with the Company) and her vacation accrual rate shall begin again.
- h) An employee in receipt of benefits under the Long Term Disability Plan because of her disability or her incapacity to perform services caused by her disability shall be considered to be terminated after:
 - 1) the employee has received Long Term Disability benefits for at least twenty-four (24) months; and,
 - 2) the employee has been deemed to qualify for continued receipt of Long Term

Disability benefits by the insurance carrier.

- i) The Company and the Union recognize the need to provide disabled employees with reasonable accommodation (without undue hardship) or upon request Personal Leave as per Article 11.10 so that an employee is not denied employment opportunities for reasons unrelated to ability. The Company and the Union agree to endeavour to apply this sub-clause to employees who have received Long Term Disability benefits for twenty-four (24) months but who are not deemed to qualify for continued receipt of such benefits by the insurance carrier, prior to considering that the employment of the employee is terminated.
- 11.4 Bereavement Leave - In the event of the death of a member of the employee's immediate family (i.e. spouse or common-law partner, parent or spouse/common-law partner of parent, guardian or child), bereavement leave on any of her normal working days that occur during the five (5) days immediately following the death shall be granted, with pay.
- 11.4.1 In the event of the death of an employee's sister, brother, father-in-law, mother-in-law or any relative currently residing in the employee's household, or with whom the employee resided, bereavement leave on any of her normal working days that occur during the three (3) days immediately following the death shall be granted, with pay.
- 11.4.2 In the event of the death of an employee's brother-in-law, sister-in-law, grandparent or grandchild, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days, and the employee attends the funeral.
- 11.4.3 An employee can, upon notice to the Company, take lieu days or vacation accumulated under Article 13 for Bereavement Leave in situations not covered in Clauses 11.4, 11.4.1 and 11.4.2 (e.g. death of a niece, nephew or close friend). The Company will not incur any penalty by other employees as a result of the operation of this Clause.
- 11.4.4 In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.
- 11.4.5 The Company may require the employee to produce proof of the need for Bereavement Leave.
- 11.5 The Company will consider requests for specified leave for emergencies (e.g. critical illness in the immediate family, severe property damage), however, the granting of such leave will be at the sole discretion of the Company.
- 11.6 Health Care Leave - The Company will grant leave with pay to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.
- 11.7 Jury/Court Leave - An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding shall be considered as being on leave with pay, with any remuneration received by the employee from the Court or the parties subpoenaing, as the case may be, to be paid to the Company. The employee shall notify her Supervisor of the date and time of attendance at Court. Such employee shall only be required to return to work if their jury or witness duty comprises less than six (6) hours until released from duty on that date and such hours shall be considered as time worked.
- 11.8 Leave for Employees with Child Care Responsibility -Every employee who has completed six (6) consecutive months of continuous employment with the Company shall be entitled to maternity leave

without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in a medical certificate from a qualified medical practitioner or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the medical certificate. Maternity leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the medical certificate.

11.8.4 Employees who are natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a newborn or newly adopted child are entitled to leave without pay of up to twenty-four (24) weeks. Such child care leave may be in addition to maternity leave.

11.8.5 Application for such leave shall be made four (4) weeks in advance of the first (1st) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.

11.8.6 During maternity and/or adoption leave, the benefits provided in Clause 11.1 shall continue.

11.9 Educational Seminars - An employee required to attend a Company requested seminar or educational course related to the industry and not required to work that day shall receive for that day:

- a) on a scheduled work day, her basic rate of pay for her scheduled tour of duty of seven (7) hours;
- b) on a scheduled day off, her basic rate of pay for hours of attendance to a maximum of a normal tour of duty of seven (7) hours.

No overtime or other penalties or premiums will be paid while an employee is absent in accordance with this Clause.

11.10 Personal Leave - Employees with five (5) or more years of seniority will be entitled, upon request and availability of qualified temporary employees as determined by the Company, to a maximum of twelve (12) months leave of absence without pay provided that the employee will not be engaging in activities contemplated by Clause 14.1 a) and b). It is agreed that employees may be entitled to take such leave of absence only once every five (5) years. Only one (1) employee at one (1) time may be permitted such leave.

ARTICLE 12 - TRAVELLING EXPENSES AND PROVISIONS

12.1 The Company, upon presentation of receipts, shall reimburse each employee for all necessary Company authorized in-town and out-of-town travelling and other expenses when such travel is authorized by the Company

12.2 Employees will not be required to use their own vehicle for Company business. An employee agreeing to use her car in the execution of her work, with the authorization of the Company, shall receive an indemnity equal to a least twenty-five cents (\$.25) per kilometre, or such higher rates as determined by Company policy, with a minimum payment of four dollars (\$4.00) for each completed trip.

When an employee, on Company business, is involved in an accident resulting in damage to her car and the amount of the damage cannot be recovered from any other person or persons, the Company shall reimburse the employee for the deductible amount of her insurance plan to a maximum of two hundred and fifty dollars (\$250.00), provided the employee is not convicted of

having committed a criminal or motor vehicle offense in relation to the accident.

- 12.3 Expense money shall be provided to an employee before she is sent out-of-town on Company business of which the employee will account on forms prescribed by the Company and will reimburse the Company for all money advanced for which the employee cannot account as expenses.
- 12.4 Employees shall be reimbursed for all authorized expenses made for and on behalf of their assignments. All expense claims are to be submitted on the prescribed forms within five (5) calendar days of returning from an assignment. Reimbursement for authorized expenses will be made within two (2) weeks of a claim being submitted.
- 12.5 Employees on out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at the Company's expense where available at the locations concerned.
- 12.6 For pay purposes, employees engaged in authorized travelling on an assignment for the Company shall be credited with the time consumed as follows:
- a) from the scheduled time of the carrier's departure when the employee leaves from her home for travel by common carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Company;
 - b) from the assigned hour of departure from her home when an employee travels by automobile direct to the assignment;
 - c) from the time she leaves her normal place of employment when the employee reports there before proceeding to travel;
 - d) from the assigned hour of departure from her lodgings when an employee is using overnight accommodation.
- 12.6.1 Time credited for the return journey under the above conditions shall be computed in the same manner.
- 12.6.2 When any travel is authorized, all time travelled shall be considered as hours worked and subject to this Agreement, except in the case of persons who are travelling to attend a Company paid course.

ARTICLE 13 - HOLIDAYS & VACATIONS

- 13.1 The holidays to be considered as paid shall be as follows:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Halifax Natal Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. Plus any day duly proclaimed by Federal or Provincial authority as a public holiday. In addition, one holiday each calendar year which will be scheduled at the mutual discretion of the Company and the employee, who has completed three (3) months service with the

Company.

Scheduling of this additional holiday must be completed by May 1st of each year.

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

- 13.2 Full-time employees who advise the Company, upon hiring or after, providing three (3) months notice, that for ethnic, racial or religious reasons they hereinafter wish to observe a holiday other than those in Clause 13.1, may request that one of the holidays with pay and/or the additional holiday will be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a holiday with pay for the purpose of this Agreement.
- 13.3 When a paid holiday falls on an employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu or two (2) days' pay, the choice to be at the Employer's discretion.
- 13.4 An employee who works on a designated holiday which is a scheduled day of work shall be paid, in addition to her regular rate of pay for that day, at the rate of time and one-half (1 1/2) the basic rate for hours worked or one and one-half times (1 1/2) the basic rate for hours worked plus a day off in lieu of the holiday, the choice to be at the Company's discretion.
- 13.5 An employee who works on a designated holiday which is normally a day off shall only be compensated at: the rate of 3.5 times her basic rate for hours worked or 2.5 times her basic rate for hours worked plus one day off in lieu of the holiday, the choice to be made at the Company's discretion.
- 13.6 All hours worked beyond seven (7) hours, on a designated holiday will be compensated for at an hourly rate greater by one-half (1/2) that employee's basic rate than the hourly rate for which that employee was compensated for the first seven (7) hours of work on that designated holiday.
- 13.6.1 An employee on vacation on a paid holiday shall be entitled to an additional day off which shall be scheduled as a lieu day or two (2) days' pay, the choice to be at the Company's discretion.
- 13.7 Lieu days shall be scheduled at a time mutually agreed between the employee and her Supervisor. These lieu days may be taken in single days or in groups of days. The primary consideration in scheduling is the Company's operational requirements after the employee's personal preference is made known. The lieu days must be taken in time or in money by the end of the vacation year in which they are earned.
- 13.8 Vacations - The Company and Union recognize the need for rest and recreation on the part of employees and have therefore provided the following vacation plan which is based on vacation earned in one vacation year taken in the following vacation year:
- a) More than thirty days but less than one (1) year's continuous service on April 30th of any year, one (1) day per month of service up to a maximum of ten days with pay for that vacation year.
 - b) More than one (1) year of continuous service but less than nine (9) continuous years of service on April 30th of any year, three (3) weeks vacation with pay for that vacation year.
 - c) More than nine (9) years of continuous service but less than twenty-one (21) continuous years of service on April 30th of any year, four (4) weeks vacation with pay for that vacation year.
 - d) More than twenty-one (21) years of continuous service on April 30th of any year, five (5) weeks vacation with pay for that vacation year.

- e) Effective April 30, 2008, more than thirty (30) years of continuous service on April 30th of any year, six (6) weeks vacation with pay for that vacation year.
- 13.9 The vacation year shall be from May 1 of one year to April 30 of the following year. Employees, in each Department, shall be entitled to request vacation leave subject to their seniority with the following conditions:
- a) If an employee has three (3) or more weeks of vacation entitlement, she shall receive preference of selection of vacation dates to a maximum of three (3) consecutive weeks; however,
 - b) if the vacation is to be taken during the summer vacation period, then the preference of selection of vacation dates shall be limited to a maximum of two (2) consecutive weeks; and,
 - c) the balance of an employee's vacation entitlement shall be assigned, within each Department, on the basis of seniority after all other Departmental employees have completed their initial vacation requests; and,
 - d) the Article 13.10 posting will include the "Blackout" periods during which employees will not be allowed to take vacation. **For clarification, the "Blackout" periods for Traffic employees will be the weeks for which Advance Logs" are scheduled (except during the summer vacation period of June 1 to and including September 30); and, for Accounting employees the "Blackout" periods will be the Fiscal Year End week and the period after Christmas Day to December 31.**
 - e) If an employee fails to make a written application prior to March 15 for the vacation period, the Company shall not be required to give her preference over less senior employees who have so applied in which case the employee's vacation shall be scheduled at a time satisfactory to the Company.
- 13.9.1 The summer vacation period is from June 1 to and including September 30.
- 13.10 The Company shall post in each Department, a reminder calling for vacation scheduling requests by March 1 of each calendar year. At the time of posting, the Company shall advise the employees of their vacation entitlement. Employees shall indicate to their Department Head, in writing, by March 15 in each calendar year, their preference for their vacation schedule.
- 13.10.1 Taking into consideration the employees' vacation requests, the Company will prepare and post a vacation schedule which is satisfactory to its requirements by April 15 of each calendar year.
- 13.10.2 Where possible, the Company will endeavour to begin and end an employee's vacation in conjunction with her days off.
- 13.10.3 An employee who desires leave without pay in conjunction with her annual leave shall apply for such leave only after vacation schedules have been posted. The Company will give consideration to the application, providing vacation periods of other employees are not displaced without their consent.
- 13.11 When the services of an employee are terminated, earned, accumulated vacation pay shall be paid as follows:
- a) After the first month to one year: 4% of her monthly salary prorated for each month or part

month worked after April 30th of the current year.

- b) After one year to nine years: 6% of her monthly salary prorated for each month or part month worked after April 30 of the current year.
- c) After nine years to 21 years: 8% of her monthly salary prorated for each month or part month worked after April 30 of the current year.
- d) After 21 years: 10% of her monthly salary prorated for each month or part month worked after April 30 of the current year.

ARTICLE 14 - OUTSIDE ACTIVITIES

- 14.1 Employees shall be free to engage in activities outside their hours of work provided the Company is notified in advance and:
- a) that such activities are not in competition with the services of the Company;
 - b) that no employee may exploit her connection with the Company in the course of such activities without permission from the Company, which permission shall not be unreasonably withheld;
 - c) that such activity does not affect her work or working efficiency of the Company.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.1 The regular work week will be thirty-five (35) hours. Employees will be scheduled to work five (5) shifts a work week. The work week will commence at 12:01 A.M. Monday. There shall be two (2) consecutive days off per combination of work week and calendar week (a calendar week commences at 12:01 A.M. Sunday), with the emphasis being placed on the work week.
- 15.1.1 The Company is entitled to schedule shifts to maximize operational efficiency. For example: within a three (3) week period an employee could receive one (1) day off in week one, two (2) days off in week two and three (3) days off in week three; or, employees could rotate working five (5) shifts from Monday to Friday with five (5) shifts from Tuesday to Saturday and receive one (1) or three (3) days off during the move from one set of shifts to the other.
- 15.1.3 There shall be no assignment of split shifts.
- 15.2 A tour of duty shall mean the authorized and/or approved time worked by an employee during the day with a minimum credit of seven (7) hours calculated to the last quarter (1/4) hour in which work was performed, provided that if it extends beyond midnight (12 A.M.) it shall be considered as falling wholly within the calendar day in which it started.
- 15.3 Work schedules for employees shall be posted no later than 3:00 P.M. on Tuesday of the week before the schedule is to take effect and will indicate the starting and finishing times for each employee. It is the responsibility of employees to adhere to the posted work schedules.
- 15.3.1 Employees in the Accounting/Reception Department will normally work Monday to Friday unless fourteen (14) calendar days notice is given in advance of any change.
- 15.3.2 After the posting of the work schedules there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 5:00 P.M. on the day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally

scheduled at the basic hourly rate.

15.4 Notice of change of starting time shall be given as much in advance as possible but not later than 2:00 P.M. of the day prior to the day of the change. If such notice is not given, all hours from the originally scheduled start time or the actual start time, whichever is earliest, to the originally scheduled finish time or the actual finish time, whichever is latest, shall be calculated and the resulting total hours in excess of seven (7) hours, as applicable, shall be paid at the basic rate. If the schedule is changed, the Company will be responsible to notify the employee directly of such change.

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

Encroachment on the turnaround period may be avoided by the Company and the employee agreeing to change the employee's scheduled start time of the ensuing shift, in which case the notice obligations of Clause 15.4 have no application. No payment will be made for the following encroachments:

- a) when the encroachment is due to the absence of another Employee attending negotiations or grievance meetings with Management;
- b) on a shift mutually agreed to by the employee and the Company;
- c) on the first shift where the employee is scheduled without the required turnaround because of the illness of a fellow Employee or because of another Employee's unauthorized absence from work;

15.6 An employee who is called in to work on a scheduled day off or outside her scheduled tour of duty for a period of time not contiguous with the tour of duty, shall be compensated for a minimum of four (4) hours at the applicable overtime rate. The employee will be notified in advance of the work requirements and if it takes less than four (4) hours to complete, she shall be free to leave after notifying the Supervisor on duty; however, the employee will be required to continue, or return, to work on items that could not be anticipated at the time of notification.

15.7 Overtime means work performed in excess of seven (7) hours in a day or thirty-five (35) hours in a work week except for work performed in excess of these hours due to the scheduling requirements of Clause 15.1 and its Sub-Clauses. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work has been authorized in advance by the Company.

15.7.1 Overtime shall be compensated at the following rates:

- a) time and one-half (1 1/2) for the first four (4) hours worked in excess of seven (7) hours in any one (1) work day;
- b) double time for overtime hours worked in excess of four (4) hours in any work day.

15.7.2 When an employee is scheduled to work on her scheduled day off, work performed on that day shall be compensated at the following rates:

- a) time and one-half (1 1/2) for all hours worked on the first day of rest;

- b) double time for all hours worked on the second day of rest;
- c) if the hours worked on a day off exceed seven (7), all time worked in excess of seven (7) will be paid at an additional one-half (1/2) the basic rate over and above the rates contained in this clause.

15.7.3 An employee may accumulate overtime (as per Articles 15.7.1 and 15.7.2) and take time off in lieu of payment. Time off in lieu of payment will be credited at the rate the overtime was earned, (e.g. a two hour extended shift would equal three hours time off in lieu). This accumulation shall be called the Reserve Time Bank. At any one time, the maximum balance that can be accumulated in the Reserve Time Bank is thirty-five (35) hours. In addition the following shall apply:

- a) time from the Reserve Time Bank cannot be used if an employee has any unscheduled vacation time; and,
- b) use of time from the Reserve Time Bank cannot interfere with the vacation choice of any other employee.

The maximum balance in the Reserve Time Bank may only be exceeded at the sole discretion of the Company.

Time from the Reserve Time Bank may be taken in part or in whole at any time, except during "Blackout" periods [as described in Article 13.9 d)], provided that the Company is given three (3) weeks notice and provided staff is available. The time may not be added to an employee's vacation during the summer vacation period as set forth in Article 13.9.1. If the time is requested to be added to vacation outside the summer vacation period, the time added cannot exceed one (1) week and the total of the vacation and added time cannot exceed a maximum of three (3) consecutive weeks and the request cannot interfere with the vacation period choice of a less senior employee. If because of unavailability of staff an employee is denied her request, she shall be so notified within one week of receipt of her written request by her supervisor. If at any time the employee elects to take money in lieu of any or all of her extra off, she shall notify the Company at least one (1) month in advance and shall be paid in the following pay period. The rate of remuneration shall be based on her basic rate when the time was accumulated.

In lieu of overtime payment, time from the Reserve Time Bank must be taken in time or in money within twelve (12) months of having been earned.

15.8 An employee will not be required to work any more than one (1) of her days off without her consent.

ARTICLE 16 - HEALTH AND SAFETY

- 16.1 The Company agrees to make responsible provisions for the safety and health of the employees. Dangerous practices and devices shall be reported to the Company and the necessary precautions to eliminate such hazards will be taken.
- 16.2 The Company shall not assign excessive hours of work to employees.
- 16.3 **Right to Refuse Dangerous Work**
Employees have the right to refuse dangerous work without risking discipline, remuneration or in any

way prejudice to future job status **as provided under the *Canada Labour Code Part II***.

Subject to Section 128 of the *Canada Labour Code*, an employee may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- a) **the use or operation of the machine or thing constitutes a danger to the employee or to another employee, or**
- b) **a condition exists in the place that constitutes a danger to the employee, or**
- c) **the performance of the activity by the employee constitutes a danger to the employee or another employee.**

16.3.1 In accordance with Section 122 of the *Canada Labour Code*, danger means any existing or potential hazard or condition or any current or future activity that could reasonably be expected to cause injury or illness to a person exposed to it before the hazard or condition can be corrected, or the activity altered, whether or not the injury or illness occurs immediately after the exposure to the hazard, condition or activity, and includes any exposure to a hazardous substance that is likely to result in a chronic illness, in disease or in damage to the reproductive system.

16.3.2 Employees exercising the right to refuse dangerous work must report the refusal immediately to their supervisor and a member of the Health and Safety Committee **after which the supervisor or her designee shall immediately conduct a refusal to work investigation in accordance with the *Canada Labour Code*.**

16.4 The Company shall make available and maintain adequate First Aid Kits.

ARTICLE 17 - MEAL AND BREAK PERIODS

17.1 All employees who are scheduled to work a tour of duty will have a one hour unpaid meal period. The meal periods will be scheduled, where possible, so that the services of the Company will not be unduly affected.

If an employee is required by the Company to work more than seven (7) hours in one day, then an additional one hour unpaid meal period shall be scheduled after **two (2)** hours so worked; and, the Company shall provide the employee with the option of receiving either **ten dollars (\$10.00)** for the meal or have the Company provide a meal.

If an employee is required by the Company to work through her scheduled meal period, and is unable to take a replacement meal within two (2) hours of the scheduled start time of her normal meal period, the employee is entitled to receive a meal allowance of **ten dollars (\$10.00)**.

17.2 All employees who are scheduled to work a tour of duty shall be entitled to two (2) paid fifteen (15) minute rest breaks. The rest breaks shall be arranged as mutually agreed between the employee and the Company so as not to interfere with the efficient operation of the Department.

If an employee is required by the Company to work more than seven (7) hours in one day, then she will be entitled to an additional fifteen (15) minute rest break for every three (3) hours so worked.

If an employee is required by the Company to work through her rest break, each such break

will be
added to the end of her shift as time worked.

ARTICLE 18 - GENERAL WAGE PROVISIONS

18.1 Wage Schedule for the functional groups of Traffic Clerk and Accounting Clerk.

	Feb. 20, 2009	Feb. 20, 2010	Feb. 20, 2011
Level 1	31,000	31,775	32,569
Level 2	34,070	34,923	35,795
Level 3	35,092	35,969	36,869
Level 4	36,145	37,049	37,975
Level 5	37,229	38,160	39,114

Employees shall be paid according to the wage schedule of the functional group to which they are assigned, with credit for years of service within the functional group plus merit increases (which are at the Company's discretion) and any credit for industry experience recognized by the Company at the time of the hiring.

Progression up the wage schedule within each functional group shall occur on the pay period nearest the employee's annual anniversary date of appointment, transfer or promotion to the functional group dependant on the outcome of Article 18.1.1.

18.1.1 Prior to progression on the Wage Schedule, two Company representatives will meet with each employee and prepare an evaluation of the work ability and performance of each employee to determine if the employee should progress to the next Level of the wage schedule. This meeting will take place prior to the payday preceding, either, the anniversary date of appointment, transfer or promotion to the functional group. Employees contesting such evaluation may do so following the procedures established in Article 7 Grievance Procedure.

18.2 The Company, at its sole discretion, may choose to award employees payment(s) beyond that required by this Article. Such payment(s) shall be referred to as merit pay and will take the form of either:

- a) a bonus payment as granted from time to time, which is separate and apart from an employee's annual wage and which will not be included for the purpose of calculating overtime payment or basic rate or for entitlement to the benefits listed in Article 13 of the Collective Agreement; and/or
- b) a payment that will be considered to be part of the annual wage of the employee and all benefits to which the employee is entitled by virtue of the Collective Agreement shall be based on that annual wage.

18.3 The Company shall pay the net yearly salary in conformity with its payroll requirements (e.g. currently on a bi-weekly basis).

18.4 Payment for overtime worked or credited shall be made in conformity with the Company's current

practice.

- 18.4.1 Temporary Upgrading - In the event that an employee is temporarily assigned by the Company to perform work at a higher rated Functional Group, within or without the bargaining unit, than that to which she is regularly assigned, she shall be paid \$2.50 per hour worked. It is agreed that this temporary upgrading will not be used to circumvent this Agreement.

ARTICLE 19 - DURATION AND PREVIOUS AGREEMENTS

- 19.1 This Agreement shall commence and come into full force and effect on February 20, **2009** and shall remain in force until February 19, **2012**, and from year to year thereafter unless either party notifies the other by registered mail not more than one hundred and twenty (120) calendar days prior to the date of expiry, of its intention to modify this Agreement, or until the requirements of Section 89 of the Canada Labour Code - Part I have been met. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) calendar days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- 19.2 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement, now or hereafter, are inconsistent with any Statute of Canada or any Order-In-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with the law.

IN WITNESS WHEREOF the parties hereto have hereby affixed their signatures by their duly authorized representatives this **25th** day of **February, 2009**.

FOR THE COMPANY

FOR THE UNION

Michael Elgie

Dan Viau

Alex Mielnik

Dan MacIntosh

Angela Baxter-Cooley

Kim Power

Jay Witherbee

Darlene Naugle

Laura MacNeil

APPENDIX "A"

Dear _____:

As per Clause 7.10 of the Current Collective Agreement (enclosed), we, the Communications, Energy and Paperworkers Union, Local 21-M, and CJCH-TV and 'A' Divisions of CTV Television Inc. have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number **21-M-xx-xx**.

This grievance concerns (brief description of the subject matter, i.e. discharge, discipline, overtime, etc.)

Clause 7.10.1 of the Agreement provides that the hearing must commence within six (6) weeks (or as mutually agreed by both parties) of the acceptance by the arbitrator to the hearing of the grievance and further, it has been agreed that the arbitrator shall be required to submit a written report of his decision to both parties within sixty (60) calendar days from the last day of the hearing. Failure to meet this requirement results in the arbitrator losing his jurisdiction over the matter and losing all rights to reimbursement for costs and services, and another arbitrator would then be selected. If you accept this position you are also accepting this condition.

Should you be willing to determine this matter, would you please confirm your availability by writing to:

Kim Power
National Representative
CEP – Local **21M**
238 Brownlow Avenue
Suite 101
Dartmouth, NS
B3B 2B4

Alex Mielnik
Director Human Resources
CJCH-TV and 'A' Divisions of CTV Television
Inc.
2885 Robie Street
Halifax, NS
B3K 5Z4

LETTER OF AGREEMENT - 1

Regarding Clause 13.3, it is agreed that when a paid holiday occurs on a Saturday and/or Sunday, and the Company closes its Accounting/Reception and/or Traffic Departments on a day or days contiguous to the Saturday and/or Sunday, and the Saturday and/or Sunday are also the employee's scheduled day(s) off, then the day off with pay in lieu shall be taken on the day or days that the Company closes the Accounting/Reception and/or Traffic Departments.

DATED AT HALIFAX THIS **25th** DAY OF **FEBRUARY, 2009**.

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power

LETTER OF AGREEMENT - 2

The Union acknowledges that the Company's operations are complex and flexibility is required to meet daily operational considerations and needs.

The Company acknowledges that the nature of its operations can place demands upon its employees that may impact upon their activities and responsibilities external to the workplace.

Therefore in an effort to accommodate the operational requirements of the Company and enhance the quality of work life, the Company and the Union agree to enter into a joint review of the matter of employee scheduling if shift schedules other than those examples set forth in Clause 15.1.1 are contemplated. This review shall be conducted by a Scheduling Review Committee consisting of one management and one Union member who will make joint recommendations for consideration by the Director Human Resources (or his designee) and a National Representative of the Union (or his designee) who will make such amendments, as necessary, to the Collective Agreement to effect the joint recommendations.

DATED AT HALIFAX THIS 25th DAY OF **FEBRUARY, 2009.**

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power

LETTER OF AGREEMENT - 3

Notwithstanding the provisions of the Collective Agreement, it is understood and agreed that for all seniority purposes the seniority of Michelle Cameron shall be March 18, 1983

DATED AT HALIFAX THIS **25th** DAY OF **FEBRURY, 2009**.

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power

LETTER OF AGREEMENT - 4

The Union's jurisdiction under Article 10.1 shall not be applicable, allowing the Company to re-deploy current bargaining unit duties to non-bargaining unit personnel under the following conditions:

- A) No Union member on the Seniority List dated February 20, 2005 will be laid off.
- B) Prior to any redeployment of bargaining unit duties, The matter(s) will be discussed in the Labour Management Forum as per Collective Agreement Article 1.5.
- C) This Letter of Agreement shall become null and void Within thirty (30) days if, for any reason, a bargaining Unit member on the Seniority List dated February 20, 2005 is laid off.

DATED AT HALIFAX THIS **25th** DAY OF **FEBRUARY, 2009**.

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power

LETTER OF UNDERSTANDING - 1

Employees can only move permanently from one functional group to another functional group if they are the successful candidate for a vacancy posted in accordance with Clause 9.10; or, as a result of exercising their displacement rights pursuant to a lay-off.

DATED AT HALIFAX THIS **25th** DAY OF **FEBRUARY, 2009**.

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power

LETTER OF UNDERSTANDING – 2

The Company agrees to deduct from the pay of employees an amount as determined by the Union, from time to time, for the purpose of the CEP Humanity Fund contingent upon the Union providing a letter signed and dated by the employee authorizing the Company to make the deduction from the employee's pay. The monies shall be remitted to the Union monthly by cheque by the fifteenth (15th) day of the month, following the month for which the deductions are made and shall include with such remittance:

- a) the names of the employees from whom the deductions have been made,
- and
- b) the respective amount deducted.

The Union agrees to indemnify and save harmless the Company from any liabilities or actions arising out of any deductions made pursuant to this Letter of Understanding.

DATED AT HALIFAX THIS 25th DAY OF FEBRUARY, 2009.

FOR THE COMPANY

FOR THE UNION

Mike Elgie

Kim Power