

MEMORANDUM OF AGREEMENT

BETWEEN

CW TELEVISION INC.

(formerly ALLIANCE ATLANTIC BROADCASTING)

- AND -

CANADIAN MEDIA GUILD

Effective: January 1, 2008

Expires: April 30, 2011

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Table of Contents

Memorandum of Agreement.....	1
Purpose.....	3
Scope and Recognition.....	4
Term & Renewal	5
Definitions	6
Management Rights	8
General Salary Provisions	9
Group/Classifications.....	10
Annual Vacation	11
Bereavement Leave	13
Bulletin Boards.....	14
Call Back.....	15
Compassionate Care Leave	16
Contracting Out (<i>Letter of Understanding</i>).....	17
Grievance Procedure	18
Arbitration Alternative (3 Arbitrators)	20
Harassment and Discrimination	22
Health and Safety	23
Holidays	24
Hours of Work and Break Periods (<i>Letter of Understanding</i>)	25
Improvement Plan.....	26
Discipline and Discharge (<i>Letter of Understanding</i>).....	27
Information to the Union.....	28
Joint Union-Management Committee.....	29
Jury and Witness Duty	30
Layoff and Recall	31
Leave for Union Activities	33
Medical, Group Insurance and Pension Plans	34
Pension Plan (<i>Letter of Understanding</i>)	35
Overtime	36

Table of Contents (continued)

Performance Mgm't/Employee Dev't (Letter of Understanding)	37
Personal Paid Days	38
Posting of Schedules.....	39
Probation	40
Recruitment Process	41
Seniority	42
Sick Leave.....	43
Standby	44
Strikes and Lockouts	45
Technological Change.....	46
Turnaround.....	47
Union Dues.....	48
Union Representation	49
Appendix "A" Permanent Part-Time Employees.....	50
Appendix "B" Temporary Employees.....	53

**MEMORANDUM OF AGREEMENT
BETWEEN
CW TELEVISION INC.
(formerly
ALLIANCE ATLANTIS BROADCASTING)
AND
CANADIAN MEDIA GUILD**

- a) The parties herein agree to the terms of this memorandum and the attached Appendix A dated December 18, 2007 as constituting full and final settlement of all outstanding matters in dispute regarding the negotiations of the first Collective Agreement.
- b) The undersigned representatives of the Union hereby agree to fully recommend acceptance of all of the terms of this memorandum to their members.
- c) The parties herein agree that the terms of this Agreement shall be effective January 1, 2008 and will expire April 30, 2011.
- d) The parties herein agree that this settlement shall include the following economic package:
 - 1. All permanent Employees in the bargaining unit will receive \$1000.00 in lieu of the previous bonus plan. Those on the previous senior bonus plan will be paid on an individual basis with details communicated in writing. Those Employees with less than a full year of service will receive their bonus on a prorated basis per previous plan.
 - 2. A basic salary increase of 3% retroactive to January 1, 2007 exclusive of overtime and premiums.
 - 3. Effective January 1, 2008, 2.5% wage increase.
 - 4. Scheduled for payment in March 2008; all permanent Employees in the bargaining unit will receive \$1000.00 in lieu of the previous bonus plan. Those on the previous senior bonus plan will be paid on an individual basis with details communicated in writing. Those Employees with

less than a full year of service will receive their bonus on a prorated basis per previous plan.

5. Effective January 1, 2009, 2.5% wage increase.
6. Effective January 1, 2010, 3% wage increase.

Purpose

P.01 The purpose of this Agreement is to set forth clearly all agreements concerning rates of pay, hours of work and all other working conditions to which the parties are contractually bound to be observed by the parties and to provide a prompt and orderly method of settling differences that may arise in the interpretation, administration, application or alleged violation of this Agreement. To this end, this Agreement is signed in good faith by the two parties.

Scope and Recognition

SR.01 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all Employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued December 13, 2005, as follows:

“All Employees in the Operations Department of the Broadcasting division of Alliance Atlantis Communications Inc, 121 Bloor Street East, Toronto excluding supervisors and those above the rank of supervisors, freelancers and casual employees and those working in an administrative, managerial or confidential capacity.”

SR.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an Employee’s membership or non membership in the Union or because of activity or lack of activity in the Union.

Term & Renewal

- TR.1** Prior to the expiry date, either party may, within a period of four (4) months immediately preceding the date of expiration, by written notice, require the other party to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new collective agreement. If such written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until twenty-one (21) days after advice has been received from the Minister of Labour as set forth in Part I of the *Canada Labour Code*, section 89 (1) and (2).
- TR.2** Upon receipt of notice from one of the parties of a desire to negotiate a new agreement, as provided above, the other party shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- TR.3** If neither party gives notice in accordance with TR.2 above to terminate or renegotiate a new agreement, this agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of TR.2 have been satisfied.

Definitions

A **“Full-time”** Employee is one who is employed on an ongoing basis and scheduled to work the full regular hours in a week.

A **“Part-Time”** Employee is one who is employed on an ongoing basis and regularly scheduled to work less than full-time hours.

A **“Temporary”** Employee is one who is employed for full or part-time work for a limited period of time for the purpose of responding to operational requirements and for specific projects and/or to cover the extended absence of another Employee (for example, maternity/parental leave, sick leave, vacation, etc.)

A **“Casual”** Employee is engaged on an irregular basis to cover short-term operational needs, peaks, projects and emergencies. There is no offer or expectation of ongoing or continuous engagement.

“Casual” Employees are excluded from the bargaining unit and the terms and conditions of this Collective Agreement do not apply except when a Casual Employee is engaged on a regular basis to fill a temporary assignment of a duration more than or expected to be more than (20) consecutive shifts or greater.

A **“Freelancer”** is defined for the purposes of this Agreement as an individual or company engaged by the Employer, pursuant to a contract of engagement, for a specific task in relation to a particular project or production within the Post Production Environment.

“Freelancers” are not subject to the terms and conditions of this Collective Agreement.

“Basic Hourly Rate” means the hourly rate for the work being performed exclusive of overtime and premiums.

A **“Day”** is a twenty-four (24) hour period which commences with the start of an Employee’s shift. A shift which commences on one calendar day shall be deemed not to extend into the next calendar day.

“Work Week”, for the purposes of scheduling, a work week commences at 12:01 am Monday.

“Permanent Vacancy” is a vacant position which has been declared by the Employer to require filling on a permanent basis. Once posted

a permanent vacancy may or may not be filled at the Employer's discretion.

The word "**Employee**" or "**Employees**", wherever used in this Agreement, shall mean respectively an Employee or Employees in the bargaining unit described in Article Scope and Recognition.

Whenever the masculine or feminine pronoun is used in this Agreement it includes both genders where the context so requires.

Management Rights

- MR.01** The Union recognizes and agrees that the Employer retains every right it had prior to this Agreement, except as specifically modified by this Agreement.
- MR.02** For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the specific provisions of this Agreement the Employer has the sole and exclusive right:
- a) to plan, direct, control operations, contract for services and manage its activities in all respects in an efficient, economic and competitive manner as it sees fit;
 - b) to maintain order, to hire, assign, direct, promote, demote, classify, transfer, and for just cause, to suspend, discharge or otherwise discipline Employees subject to the right of the Employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
 - c) to determine the nature and kind of business conducted by the Company, the methods, technology and techniques of work, the schedules of work, number of Employees to be employed, to make studies of and to institute changes in jobs and job assignments;
 - d) to make and enforce and alter from time to time rules and regulations to be observed by the Employees;
 - e) Have the sole and exclusive jurisdiction over all operations and equipment.
- MR.03** The Company agrees not to exercise these functions in a manner inconsistent with the explicit provisions of the Collective Agreement.

General Salary Provisions

- GS.01** The salary scales set forth in the Group/Classification Article are minimums. Nothing shall prevent the Employer from paying salaries above these scales.
- GS.02** It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an Employee are matters for the sole discretion of the Employer.
- GS.03** Employees who are temporarily assigned, for two or more shifts consecutively or for three or more shifts in any one week, to perform some or all of the functions of a higher classification will be temporarily promoted to the higher classification and will be compensated at a higher rate for the duration of the assignment. The Employee's remuneration during the term of the temporary assignment will be no less than the minimum rate for the higher classification.

Group/Classifications

Group 1	\$35,000.00
Dub Operator	
Broadcast Media Coordinator (Librarian)	
Closed Captioner	
Group 2	\$39,000.00
Intermediate Closed Captioner	
Quality Control	
Assistant Editor	
Group 3	\$41,000.00
Senior Closed Captioner	
Group 4	\$42,000.00
Designer	
Post Audio Designer	
Editor (Long form and Promo)	
Presentation Editor	
Group 5	\$43,000.00
Master Control	
Group 6	\$50,000.00
Broadcast Technician	
Group 7	\$53,000.00
Intermediate Post Audio Design	
Intermediate Promotional Editor	
Intermediate Editor	
Visual Effects Artist	
Intermediate Designer	
Group 8	\$55,000.00
Senior Broadcast Technician	
Design Technician	
Group 9	\$60,000.00
Art Director	
Senior Editor	
Senior Promotional Editor	
Senior Post Audio Editor	

Annual Vacation

- AV.01** Employees who have completed specified service by January 1st of each calendar year will be entitled to receive annual vacations with pay on the following basis:
- a) After completing one (1) year of service will be entitled to three (3) weeks of annual vacation earned at the rate of one and one-quarter (1.25) days for each completed calendar month of service,
 - b) After completing eight (8) years of service will be entitled to four (4) weeks of annual vacation, earned at the rate of one and two-thirds (1.66) days for each completed calendar month of service,
 - c) After completing sixteen (16) years of continuous service will be entitled to five (5) weeks of annual vacation, earned at the rate of two (2.08) days for each completed calendar month of service.
- AV.02** During the first calendar year of employment, vacation will be earned at the rate of one and one-quarter (1.25) days for each completed calendar month of service to a maximum of three (3) weeks.
- AV.03** To receive credit for earned vacation in any given month, an Employee must work for at least half of the working days in that month.
- AV.04** Employees will take vacation in the calendar year it is earned and there shall be no carry over except as approved in writing by Management.
- AV.05** Vacation schedules are to be approved by Management subject to Employee requests, operational requirements and whether vacation requests are for peak vacation periods. Preference will be given in the order requests are received, duration of requested time and/or when submissions are for peak vacation periods.

In the event Management sets departmental submission deadlines for peak vacation periods, i.e., March break, summer and year-end holiday season, seniority will be

given preference if submissions are received within the submission window. For greater clarity, each department Manager depending on staffing levels and department requirements may set deadlines for upcoming peak vacation period, however, previously approved vacation requests will not be affected.

AV.06 The Employer reserves the right to schedule or assign Employees to take any outstanding annual vacation accruals. Before exercising this right the Employer will meet with the Employee to discuss the assignment or scheduling of accrued annual vacation days. Effort will be made to schedule such leave in a manner that is satisfactory to both parties.

AV.07 In the event employment is terminated for any reason; earned vacation will be paid out based on the Employee's basic salary as of time of departure. If the Employee has a net deficit of vacation days, salary will be withheld on the same basis.

Bereavement Leave

- BL.01** Where an Employee is required to be absent due to a death in his/her immediate family he/she shall be granted a leave of absence with regular salary on his/her next three (3) scheduled working days that occur immediately following the day of the death.
- BL.02** For the purpose of this Bereavement Leave Article “Immediate Family” is defined to include spouse (including common-law), child (including adopted child), parent, grandparent, brother or sister, father-in-law, mother-in-law, son-in-law and daughter-in-law.
- BL.03** Up to one (1) day bereavement leave for non-immediate family members, such as attendance to a funeral of a close friend, may be granted at the discretion of Management.

Bulletin Boards

BB1.01 The Employer agrees to the posting by the Union to Employees regarding elections, meetings, negotiations and internal affairs of the Union on designated bulletin boards in the areas where members are working. All notices posted, pursuant to this Article, must first be signed and approved by an officer of the Union and the Director of Employee and Labour Relations or designate before posting.

Call Back

- CB.01** Where an Employee has completed his/her regularly scheduled day and has left the Employer premises and is called into work outside his/her regularly scheduled working hours, he/she will be paid for the actual time worked, at one and one-half (1.5x) the basic hourly rate, for a minimum of three (3) hours.

Compassionate Care Leave

- CC.01** Employees are entitled to up to eight (8) weeks of compassionate care leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- CC.02** Employees may be eligible for Employment Insurance Benefits under the Employment Insurance Act.
- CC.03** A “Family Member” is defined as the Employee’s spouse or common-law partner; the Employee’s child(ren) or the child(ren) of the Employee’s spouse or common-law partner; and a parent of the Employee or spouse or common-law partner of the parent.

Letter of Understanding

Re: Contracting Out

This letter shall be in force during the first year of the Collective Agreement and is in response to the Union's concerns raised in bargaining regarding the upcoming transitional business period.

In the event the Employer has determined to contract out work and where there will be layoffs, the Employer agrees to discuss with the Union alternative arrangements where the Employee or a group of Employees may wish to provide services in an alternative arrangement, i.e., freelance or business to business.

Wayne Smith
Director of Labour Relations

Grievance Procedure

- GRP01.** The Employer and the Union agree that it is the purpose of the grievance procedure to settle any complaints and disagreements concerning the Employees, the Union and the Employer.
- GRP02.** For the purposes of this Agreement a “grievance” is defined as a difference arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether a matter is arbitrable.
- GRP03.** It is understood that an Employee has no grievance until he/she has first given his/her immediate Supervisor the opportunity of addressing his/her concern.
- GRP04.** If an Employee has a concern she/he will discuss it with her/his immediate Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint having occurred. The immediate Supervisor will give her/his response within fourteen (14) calendar days after she/he has been advised of the concern. Failing resolution the Employee may file a grievance within seven (7) calendar days of the immediate Supervisor’s decision.
- Formal Grievance**
- GRP05.** Grievances shall be submitted in writing, through the Union, signed by the Employee, to his immediate Supervisor or designate. The grievance shall identify the nature of the grievance; the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated.
- GRP06.** The parties will meet to discuss the grievance at a mutually agreed time and place. The parties agree that the processing of grievances shall be carried out as promptly as is reasonably possible but in any event within thirty (30) calendar days.
- GRP07.** The Company or Union, as the case may be, shall reply in writing within fourteen (14) calendar days after the grievance meeting.

General Provisions

- GRP08.** In the event that two (2) or more Employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance.
- GRP09.** A grievance by the Employer shall be filed with the national office of the Guild.
- GRP10.** Each step to be taken under the grievance procedure and any reference to Arbitration shall be taken within the time limits set forth in the Grievance Procedure Article or the Arbitration Alternative Article. Any grievance not submitted by the grievor or advanced to the next step within the applicable time limit shall be deemed resolved by the respondent's initial action or reply as the case may be. If a time limited for the giving of a reply is missed, the grievance shall proceed to the next step.
- GRP11.** Any and all the time limits set forth in the Grievance Procedure Article or the Arbitration Alternative Article for the taking of action by either party or by an Employee may be extended at any time by mutual agreement of the parties in writing, provided that such extension for any grievance will not be a waiver of the time limits for any subsequent grievances.

Arbitration Alternative (3 Arbitrators)

ARB01. In the event that a grievance is not settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within fourteen (14) calendar days from the formal grievance decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought **and a list of three (3) arbitrators.**

ARB02. **Within seven (7) calendar days thereafter the other party will select an arbitrator from the list or itself nominate three (3) different arbitrators.**

If within a further period of five (5) calendar days, the parties are unable to agree upon an arbitrator, either party may then request that the Federal Minister of Labour assist them in selecting an impartial arbitrator, within a thirty (30) day period.

ARB03. It is agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any Employee or group of Employees. All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected Employees.

ARB04. No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure.

ARB05. The issue(s) raised in the written grievance shall be presented to the arbitrator and her/his award shall be confined to such issue(s). The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

ARB06. The Employer and the Union shall share equally the expense of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

Harassment and Discrimination

- HD.1** Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any Employee; or
 - (b) that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- HD.2** The parties agree that every Employee is entitled to employment free from sexual harassment.
- HD.3** The parties shall make every reasonable effort to ensure that no Employee is subjected to sexual harassment.
- HD.4** The parties agree and understand that there shall be no discrimination against any Employee or group of Employees on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.
- HD.5** In instances where both the initiator and the object of a harassment complaint are members of the bargaining unit, both are entitled to representation by separate agents of the Union.

Health and Safety

- HS.01** The Employer and the Union will establish a joint Health and Safety committee as set out in the *Canada Labour Code* and the committee will be responsible for representing the Health and Safety interests for bargaining unit members in Broadcast Operations.
- HS.02** The committee will consist of four (4) members. No less than half of the members of the committee will be Employees who do not exercise management functions.
- HS.03** Bargaining unit members of the committee will be appointed by the Union.
- HS.04** The overall functions and responsibilities of the committee shall be as set out in the *Canada Labour Code*.

Holidays

- H01** The Employer recognizes the following paid holidays:
- New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday (designated as a paid holiday
in lieu of Remembrance Day)
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
- H02** Employees will be compensated for statutory holidays in the following manner:
- a) If the holiday falls on a work day and the Employee is not required to work, he/she shall receive basic pay for the day.
 - b) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day, the Employee may add one (1) day to his/her annual vacation bank, or be given one (1) day off with pay at a mutually agreeable time.
 - c) If the holiday falls on a regularly scheduled work day and the Employee is required to work, the Employee shall receive an additional one and one half (1.5) times his/her basic salary for the day.
- H03** If the holiday falls during an Employee's vacation, the day will not be counted against the Employee's accumulated vacation days.
- H04** A shift which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday, alternatively a shift beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.

Hours of Work and Break Periods

- HW01** The normal work week for Full-Time Employees shall consist of thirty-five (35) hours per week.
- HW02** In certain areas or departments, Employees will be scheduled on rotating shifts which may be inconsistent on a week to week or day to day basis. In these areas, Employees will work an average of thirty-five (35) hours per week, averaged over a four (4) week period.
- HW03** The normal work week or averaging work week shall be exclusive of meal periods and break periods.
- HW04** There shall be an unpaid meal period of not less than thirty (30) and not more than sixty (60) minutes during each day. Meal periods will normally be given between two (2) and five (5) hours from the start of the Employee's work day.
- HW05** Subject to HW04, there may be two (2) unpaid break periods of fifteen (15) minutes each, in an Employee's work day. The Company reserves the right to schedule meal and break periods subject to operational requirements.
- HW06** Meal and break periods for Part-Time Employees will apply only where a shift is in excess of four (4) hours.

Letter of Understanding

Subject to HW02, the company will continue the existing flexible arrangement whereby Employees have the opportunity to take brief break periods over the course of a day provided it is not being abused.

Improvement Plan

- IP.1** The intent of this Article is to address performance issues which are non-culpable in nature, and where the Employer is of the view that the Employee's continued employment is in jeopardy. It is understood between the parties that this Article applies after less formal interventions have been exercised, including performance planning and coaching.
- IP.2** Employees are entitled at their option to have a Union representative present at any meeting being held under this Article.
- IP.3** The Employee and his/her Manager/Supervisor will review the duties, responsibilities and requirements of the Employee's job in the context of the performance area of concern. An action plan will be established identifying performance improvements and a timeline to achieve such improvements and/or to review progress.
- IP.4** The aforementioned performance improvement plan in IP.3 will be put in writing, with a copy to the Union.
- IP.5** As the plan progresses as outlined in IP.3, subject to the performance results achieved, the Employer will respond with the appropriate action, including positive recognition of performance improvement, extending the performance plan process, demotion or termination of employment.
- IP.6** This Article does not apply to Probationary Employees.

Discipline and Discharge

- DD.1** The termination, demotion or discipline of an Employee who has passed their probationary period shall be for just and sufficient cause.
- DD.2** Employees are entitled at their option to Union representation at any dismissal, demotion or disciplinary meeting.
- DD.3** All Employees will be notified in writing of any disciplinary action taken against them with a copy to the Union.
- DD.4** This Article does not apply to Probationary Employees.

Letter of Understanding

The Union will provide Management with the names of Union representatives who are available to represent Employees in dismissal, demotion or disciplinary meetings.

Information to the Union

IU.1 The Employer will provide to the national office of the Union, on a monthly basis, an electronic file containing the following information regarding Employees:

- (a) Employee name;
- (b) Employee ID;
- (c) Employee title;
- (d) Employee status;
- (e) Employee home address;
- (f) Hiring date;
- (g) Last salary increase date;
- (h) Current salary;
- (i) Terminations;
- (j) Leave of absence (e.g., maternity/parental leave)

Letter of Agreement:

The parties agree that from time to time the Employer, at its discretion, may provide additional compensation by way of merit pay or bonus. It is agreed that this additional compensation will be reported to the Union as per the Information to the Union Article with the understanding that this information will only be used to confirm the accuracy of Union dues deductions and shall otherwise remain confidential. This information will only be shared with CMG staff and/or legal counsel. It is agreed that for the purposes of bargaining, such data will be shared with the Union bargaining committee with the understanding that individual information shall remain private and confidential.

Joint Union-Management Committee

- JC.01** The Employer and the Guild will deal with each other in a professional and respectful relationship built on integrity and trust. The joint Union-Management Committee is established as a key ingredient in advancing the relationship and will meet on a quarterly or as needed basis to openly discuss issues affecting the workplace.
- JC.02** The Committee will consist of three (3) members appointed by Management and three (3) members appointed by the Guild and shall meet where possible during business hours.

Jury and Witness Duty

- JD.1** An Employee who is summoned to serve as a juror, or to obey a Crown subpoena on a scheduled work day will continue to receive his/her basic pay for the day, less any amount received in payment for service as a juror or a witness for up to ten (10) weeks. The Employee will return to work if released from jury or witness duty before the end of his/her scheduled shift.
- JD.2** Payment is subject to production of satisfactory evidence (for example but without limitation, a copy of the summons or subpoena).
- JD.3** It is agreed and understood that this Article does not apply to cases where the Employee is the plaintiff or the defendant, unless the case is directly related to the Employee's work at the Employer.

Layoff and Recall

LR.1 When the layoff of Permanent Employees is anticipated, the Employer shall determine the positions to be eliminated and/or the number of Employees to be laid off. The Employer will give the Union as much advance notice of layoffs as is reasonably practicable in order that discussions may be held to provide an orderly and equitable layoff procedure. The goal of these discussions is to alleviate or eliminate, as much as possible, the adverse effects of the staff reduction.

Management will advise Employees of layoff. In any case no less than the following notice will be given in advance of the layoff date:

- a) Four (4) weeks to the Union
- b) Two (2) weeks to Employees

LR.2 Layoffs within a job classification shall be implemented in inverse order of corporate seniority, except where the Employer determines that the operational requirements, efficiency and economy of operations, and the qualifications, knowledge, training, skill and ability of the individual Employee to fill the requirements of the jobs available require otherwise.

LR.3 Temporary or Probationary Employees must be released before any permanent positions in the same job classification are affected.

LR.4 Any Permanent Employees who are laid off will retain their seniority and shall have recall rights for a period of twelve (12) months from the effective date of layoff.

LR.5 When the Employer declares a vacancy in the bargaining unit, the Employer will recall laid-off Employees in accordance with the provisions of LR.6 as follows. The most senior Employee within the classification with the immediate skill and ability required to perform the job will be recalled first. Where two (2) or more Employees are considered equal in terms of skills and abilities, the more senior Employee will be recalled. Subsequent to the aforementioned classification recall, a laid-off Employee may be recalled to any job when the Employee possesses the skill and ability required to

perform the job. Employees accepting a recall other than in their previous job classification shall be paid the basic salary appropriate to the new classification.

- LR.6** The Employer's responsibility will be considered fulfilled if the Employer gives notice of recall by telephone, email or facsimile transmission, confirmed by registered mail to the Employee's last address registered with the Employer. If the laid-off Employee does not advise the Employer of his/her intention within seven (7) calendar days of receipt of the registered letter or fails to report for work within seven (7) calendar days from receipt of such notice or at the date specified in the recall notice, whichever is later, the laid-off Employee will be deemed to have waived the recall and his/her employment will be considered terminated.
- LR.7** A laid-off Employee may decline a recall offer to a lower classification without abandoning his/her recall rights for the balance of the recall period.
- LR.8** In the event of layoff, an Employee is immediately entitled to receive severance pay or be placed on recall. The Employee may request payout of their severance entitlement at any time during the recall period. Upon receiving severance pay the Employee is removed from the recall list and his/her seniority is lost. If an Employee remains on the recall list and is not recalled, or does not accept a recall offer prior to the expiry of the recall period, he/she will receive severance pay as per the provisions of this Article.
- LR.9** Severance pay is calculated on the following basis:
- Two (2) years or less of employment, two (2) weeks basic salary for each year of service or portion thereof, pro-rated on a monthly basis.
- After two (2) years of employment, three (3) weeks basic salary for each year of service or portion thereof, pro-rated on a monthly basis to a maximum of fifty-two (52) weeks.
- LR.10** All severance payments will be deemed to include any termination or severance payments required by any statute.
- LR.11** Severance pay is not subject to check-off of union dues.

Leave for Union Activities

UL.1 Subject to operational requirements, the Employer will grant leave of absence without pay for not more than three (3) Employees at any one time, not to exceed five (5) consecutive days per Employee at any one time, so that the Employee(s) may attend council meetings, education seminars, and labour conventions. The aggregate leave granted under this Article shall not exceed twenty (20) days in any calendar year. A request for such leave shall be submitted at least twenty-one (21) calendar days in advance.

Medical, Group Insurance and Pension Plans

MGI.01 During the term of this Agreement there shall be the following “plans”:

Required

- Group Life Insurance
- Basic Accidental Death and Dismemberment Insurance (A,D&D)
- Long Term Disability
- Pension Plan
- Health Plan (except spousal exemption)
- Dental Plan (except spousal exemption)

Optional

- Optional Life Insurance
- Dependent Life Insurance
- Optional Accidental Death and Dismemberment Insurance

MG.02 Over the life of this Agreement premium costs in respect of the plans identified in this Article will be paid or shared on the same percentage share basis as was the policy in effect at the time of signing this Agreement until April 1, 2008 whereby premium costs in respect of the plans identified in this Article will be paid or shared on the same percentage share basis as the new modified plan.

MG.03 Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers’ policies pertaining to the Employer in respect of the plans.

MG.04 Eligibility for coverage under the plans shall be as set forth in the insurers’ policies.

MG.05 The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.

MG.06 Employees enrolled in the Pension Plan shall receive a statement in accordance with the Pension Benefit Standards Act.

Letter of Understanding

Re: Pension Plan

As per discussions between the parties the Employer agrees to implement a new Pension Plan effective September 1, 2008 with voluntary contributions matched by the Employer in the following increments:

- 2% matching or
- 2.5% matching or
- 3% matching or
- 3.5% matching or
- 4% matching.

The pension fund will be managed by the fund administrator.

Overtime

- OT.01** The parties recognize that the nature of the business requires the necessity to work overtime. Management however will endeavour not to require Employees to work excessive amounts of overtime on an ongoing basis.
- OT.02** All overtime premiums require authorization by a Manager and or Supervisor prior to or after overtime worked.
- OT.03** Employees will receive an overtime premium for all time worked in excess of the normal work week at a premium of one and one-half (1 1/2) times the basic salary rate for all hours worked. For those Employees whose hours are averaged under HW02, all hours beyond one hundred and forty (140) during the four-week averaging period shall be compensated at the overtime rate.
- OT.04** Overtime shall be paid for, except by mutual agreement, the Employee may choose equivalent time off (lieu time). The Employer reserves the right to limit lieu time to be accumulated by an Employee. Time off shall be taken at a mutually agreed time subject to operational requirements.
- OT.05** Annual vacation will be taken in priority to lieu time. It is also understood that any other Employee's request for annual leave will have priority over an Employee's request to take lieu time.
- OT.06** Any outstanding lieu time at the end of the fiscal year may be paid out at the Employee's request or at Management's discretion at the rate at which the lieu time was earned.

Letter of Understanding
**Re: Performance Management/
Employee Development**

The parties agree that a work environment where regular communications providing a balance of constructive and positive feedback, alignment to business objectives and value in support of people and business success is desired.

Further, employee development is a shared responsibility, where Employees and their Supervisors are encouraged to look for ongoing opportunities for personal growth, development and maintaining skills.

Personal Paid Days

- PPD.01** Every permanent Full-Time Employee may take up to two (2) paid personal days during the calendar year to be used for purposes such as medical appointments, moving, wedding, study, child care, religious holiday or personal emergency.
- PPD.02** For other than emergency purposes, personal days shall be scheduled and pre-approved with the Employee's Supervisor subject to operational requirements.
- PPD.03** Personal paid days are earned at one-half (1/2) days for each three (3) months of service. If employment is terminated for any reason during the calendar year and the Employee has a net deficit of personal paid days, salary will be withheld from the final pay.

Posting of Schedules

- PS01.** Employees will be scheduled to work in accordance with schedules established and revised by Management.
- PS02.** Employees working in departments or areas that operate with varied shifts will have their hours and scheduled days off posted at least two (2) weeks in advance. Once posted, an Employee's schedule will not normally be changed except due to circumstances beyond the company's control. The parties understand and agree that the Post Production department has particular needs, e.g. requiring content revisions with little advance notice. It is anticipated that Supervisors may need to change an Employee's schedule without being able to provide the two (2) weeks advance notice. The Employer agrees to make best efforts to accommodate the Employee's needs when requiring a schedule change.
- PS03.** For schedule changes made under this clause, the Employees effected will be notified verbally or by email.
- PS04.** Once posted, changes may be made by mutual agreement between the Employee and his/her Supervisor.
- PS05.** For the purposes of this Article, a schedule which is emailed within the timeframe above shall be deemed to be posted.

Probation

- PR.1** New Employees shall be subject to a probationary period of six (6) months. During the probationary period the Employer may release a probationary Employee for any reason consistent with good faith.
- PR.2** When the Employer releases an Employee during the probationary period the Union will be notified. Such notice will include the reason or reasons for the probationary release.

Recruitment Process

- RP01.** Where a vacancy within the bargaining unit is to be filled; it will be posted for a minimum period of seven (7) calendar days.
- RP02.** Temporary vacancies which are expected to be less than twelve (12) months in duration will be posted and filled at the discretion of the Employer.
- RP03.** Nothing shall preclude the Employer from simultaneously recruiting and hiring candidates from outside the company.
- RP04.** Every Employee who meets the minimum requirements of a posting will receive an interview. Those interviewed for the same job within the last three (3) months shall be considered to have been interviewed for the current vacancy/posting provided the Employee has again applied for the position.
- RP05.** When the Company hires from the internal candidate pool the Employer will award the position to the best qualified candidate. Qualifications include but are not limited to: creativity; technical skills; knowledge; education; experience; professional qualifications; communication, customer service and team member competencies as well as other required attributes.

Seniority

- SE.1** Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer since the date of last hiring with the Employer. A new Employee shall be subject to a probationary period as set out in the Probation Article. Upon successful completion of the probationary period, the Employee will be credited with seniority from the initial date of hire. It is agreed that work on any part of a day counts as a day worked for the purpose of completion of the probationary period.
- SE.2** Seniority for Part-Time Employees shall be calculated on a *pro rata* basis based on hours worked.
- SE.3** The continuous service of an Employee shall be deemed to be lost and his/her employment with the Employer shall be terminated if he/she:
- a) resigns;
 - b) is discharged;
 - c) is absent for five (5) or more scheduled consecutive days of work without notifying the Employer, unless he/she provides a satisfactory reason for his/her failure to so notify the Employer;
 - d) is laid off for a period of 12 months or longer;
 - e) fails to notify the Employer within seven (7) calendar days of receipt of notice of recall, or fails to report within seven (7) calendar days from receipt of such notice, or at the date specified in the recall notice as the case may be. Notice of recall may be by telephone or email, and may be confirmed by registered mail to the Employee's last address registered with the Employer. If notice is sent by registered mail, it shall be deemed to have been received on the second day following registration;
 - f) utilizes any leave of absence for a purpose other than that for which the leave was granted or fails to return to work after expiry of a leave of absence.

Sick Leave

- SL.01** In the event that an Employee is unable to report to work due to illness or accident, he/she shall notify his/her immediate Supervisor or Manager, or if unavailable, a Department Manager prior to the start of their shift and or as soon as possible.
- SL.02** The Company may require an Employee to provide medical evidence by note or an “Attending Physician’s Statement” to the effect he/she is unable to work because of illness or accident and if appropriate to ensure he/she is receiving appropriate medical care.
- SL.03** The Company may require an Employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to confirm a diagnosis or prognosis for return to work or regular attendance and or to safeguard the Employee and or other Employees.

Standby

- SB.01** The Employer may assign an Employee to be on standby during some or all of their time off between scheduled shifts on a rotating basis as determined by Management. An Employee on standby is required to be in a state of work readiness.
- SB.02** Where an Employee has been designated or assigned to be on standby, the Employee will receive a standby premium of \$2.50 per hour for all hours spent on standby. The provisions of call-back shall not apply to those on standby.
- SB.03** In the event the Employee is required to report to work, the Employee will be compensated based on the provisions of the Overtime Article. Once subsequently dismissed from work, the Employee will continue to earn standby compensation until the end of the standby assignment.
- SB.03** In the event the Employee is required to work from home, the Employee will be compensated after the thirty (30) minutes per the provisions of the Overtime Article in lieu of the standby premium for the OT period.

Strikes and Lockouts

S&L.1 During the life of this Collective Agreement the Union will not cause, or permit its members to cause or take part in a strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations. The Employer will not cause, engage in or permit a lockout in any of its operations.

Technological Change

- TT.01** The purpose of this Article is to reference the *Canada Labour Code* provisions in respect to a technological change that is likely to affect the terms, conditions or security of employment of a significant number of Employees whom this Collective Agreement applies.
- TT.02** The *Canada Labour Code*, Part 1, Sections 51, 52, 54 and 55 apply.

Turnaround

- TA.1** Turnaround is defined as the period of time between the end of the last scheduled hour worked at the basic hourly rate of a shift, to the beginning of the first scheduled hour worked at the basic hourly rate of the next shift. It excludes any overtime.
- TA.2** The Employer agrees to provide a turnaround period of no less than twelve (12) hours between shifts.
- TA.3** All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (1/2) the basic hourly rate except where the scheduled start time of the Employee's next tour of duty which encroaches on the turnaround period is mutually agreed to be adjusted by the Employee and his/her Supervisor.
- TA.4** This Article does not apply to Employees working on an averaging basis as outlined in HW02.

Union Dues

The Employer agrees to deduct, from every Employee, the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the Employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union on the 15th day of the month following the month for which the dues are deducted, accompanied by a list of all Employees from whose wages the deductions have been made.

Deductions will commence for every current Employee upon written request from the Union and beginning with the first day of employment for every new Employee.

The Union agrees to save the Employer harmless from all such deductions and payments so made.

Union Representation

- R.01** The Union may elect or appoint a reasonable number of Union Executive from among Employees in the bargaining unit who have completed their probationary period.
- R.02** The Employer will recognize a Grievance Committee comprised of a Staff Representative of the Union and not more than two (2) Employees appointed or elected among Employees in the bargaining unit who have completed their probationary period.
- R.03** The Union will advise the Employer, in writing, of the names of all Union Executive and specifically who have been appointed or elected to the Negotiating and Grievance Committees.
- R.04** Subject to Operational requirements and permission by the Union Executive's Supervisor the Employer may grant leave for brief periods of time to attend meetings with the Employer. When the request is properly made and granted there will be no loss of pay and benefits. Permission for which will not be unreasonably withheld.
- R.05** The Employer will recognize a Negotiating Committee comprised of a Staff Representative of the Union and not more than three (3) Employees appointed or elected among Employees in the bargaining unit who have completed their probationary period. Time away from work to attend negotiation meetings with the Employer shall be on a cost-recovery basis, i.e., the Employer will deduct the Employee's salary and an amount for benefits for the period in question from the dues remission sent to the Union. When naming Employees to the Negotiations Committee the Union will take into consideration the impact to operations.

Appendix A

Permanent Part-Time Employees

- PP.01** The terms and conditions set forth in this Appendix A, apply to Permanent Part-Time Employees.
- PP.02** A “Permanent Part-Time” Employee is one who is employed on an ongoing basis and regularly scheduled to work less than full-time hours.
- PP.03** A Permanent Part-Time Employee may work additional hours without affecting his/her regular part-time status to cover Employee absences, special projects, operational peaks and unexpected fluctuations of workloads.
- PP.04** The following Articles of this Agreement apply to Permanent Part-Time Employees except as modified hereinafter in this Appendix A.

Purpose
Scope and Recognition
Management Rights
No Strike No Lockout
Union Dues
Information to the Union
Harassment and Discrimination
Joint Union-Management Committee
Bulletin Boards
Discipline and Discharge
Improvement Plan
Jury and Witness Duty
Posting of Schedules
Turnaround
Hours of Work
Standby
Sick Leave
Grievance Procedure
Arbitration
Union Representation
Tech Change
Health and Safety
Recruitment
Leave for Union Activities

PTP Probation

Part-Time Employees shall be subject to a probationary period equal to nine hundred and ten (910) hours worked.

PTL Layoff

PTL.01 In the event of a layoff, Part-Time Employees will be subject to a separate and distinct layoff and recall.

PTL.02 A Part-Time Employee who has completed six (6) consecutive months of employment shall be given two (2) weeks notice in advance of layoff, or two (2) weeks pay in lieu thereof, at the Employer's discretion.

PTH Holidays

PTH.01 A Part-Time Employee is not entitled to be paid for a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.

PTH.02 Pay for a holiday will be calculated on the basis of the average of the Employee's daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.

PTO Overtime

PTO.01 Overtime work shall be compensated for all time worked in excess of eight (8) hours in a shift (not including averaging of hours) and forty (40) hours in any week, at one and one-half (1.5) times the Employee's basic hourly rate.

PTS Seniority

PTS.01 Permanent Part-Time Employees will attain seniority based on hours worked within the Part-Time group of Employees.

PTS.02 Vacations, statutory holidays and authorized paid leaves of absence will be considered as time worked.

PTS.02 Where a Part-Time Employee is the successful applicant into a permanent full-time position an adjustment will be made to his/her hire date crediting all straight time hours worked.

PTAV Annual Vacation

AV.01 All Employees shall be entitled to and shall receive an annual vacation on the following basis:

- (a) After one (1) year, up to and including five (5) consecutive years of employment, two (2) weeks vacation.
- (b) After six (6) consecutive years of employment, three (3) weeks vacation.

AV.02 Vacation pay shall be calculated on the basis of four percent (4%) in the case of Employees to whom Article AV.01 (a) applies, and six percent (6%) in the case of Employees to whom Article AV.01 (b) applies.

PTR Recruitment

PT.01 Where a Part-Time Employee is the successful applicant into an ongoing full-time position an adjustment will be made to his or her hire date crediting all straight time hours worked.

Bereavement Leave

BL.01 Where an Employee is required to be absent due to a death in his/her immediate family he/she shall be granted a leave of absence of up to three (3) days with regular salary on any of his/her scheduled working days that occur immediately following the day of death.

Appendix B

Temporary Employees

- TE.01** The terms and conditions set forth in this Appendix B, apply to Temporary Employees.
- TE.02** A “Temporary Employee” is employed for full or part-time work for a limited period of time for the purpose of responding to operational requirements and for specific projects and/or to cover the extended absence of another Employee (for example, maternity/parental leave, sick leave, vacation, etc.)
- TE.03** Once a Temporary Employee has been engaged, the Employer may change the end date or cancel the engagement by providing two (2) weeks notice, or pay in lieu of, or by paying out the remainder of the engagement contract, whichever is less.
- TE.04** The following Articles of this Agreement apply to Temporary Employees except as modified hereinafter in this Appendix B.

Purpose

Scope and Recognition

Management Rights

No Strike No Lockout

Union Dues

Information to the Union

Harassment and Discrimination

Joint Union-Management Committee

Bulletin Boards

Jury and Witness Duty

Posting of Schedules

Turnaround

Standby

Grievance Procedure

Arbitration

Union Representation

Health and Safety

Overtime

Hours of Work

TE Holidays

TEH.01 A Temporary Employee is not entitled to be paid for a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.

TEH.02 Pay for a holiday will be calculated on the basis of the average of the Employee’s daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.

TE Vacation Pay

TEVP.01 Temporary Employees will receive four percent (4%) vacation pay of gross earnings on each regular scheduled payroll.

TE Recruitment

TERE.01 When a Temporary Employee is the successful applicant into a permanent full-time position his or her service will be credited for the straight time worked upon completing the probationary period outlined in the Probation Article. Credited service will count toward annual leave entitlements but will not create any retroactive benefit.

Signed on the 19th day of December, 2007.

For the Company

Wayne Smith
Chris Coghill
Scott O’Brien
Fran Karkoska

For the Union

Keith Maskell
Masaaba Mwambu
Tom Rudman
Michelle Smith