

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP.
AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"

Applicant

**MOTION RECORD
OF THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**
(Motion Returnable October 27, 2009)

VOLUME 1

October 22, 2009

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TO: SEE ATTACHED SERVICE LIST

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER APPLICANTS LISTED ON
SCHEDULE "A"

Applicants

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(Updated as of October 15, 2009)

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TAB A

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended

AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

NOTICE OF MOTION

(Returnable October 27, 2009)

The Communications, Energy and Paperworkers Union of Canada (the "Union") will make a motion to a judge of the Commercial List at the courthouse at 330 University Avenue, Toronto, Ontario on October 27, 2009 at 10:00 a.m. or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. If necessary, **AN ORDER** disposing for the need for service of the motion material.
2. **AN ORDER** appointing the Union to represent current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency*

Act (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (the "Proceedings"). The Union may determine, advance and compromise any and all claims of its Current and Former Members claims which have arisen or may arise at law or equity or under federal or provincial legislation, including but not limited to actual or deemed trust claims, secured or unsecured claims under the BIA, contractual claims, and any claims arising under the applicable collective agreements, provincial employment standards, pension, human rights, workplace safety and insurance legislation which may be made against the Applicants or its estate, as the case may be, relating to or arising out of the Current and Former Members employment with the Applicants (the "Claims"). For Greater Clarity, the Union does not represent CHCH retirees.

3. **AN ORDER** that CaleyWray is hereby appointed as counsel for the Current and Former Members in the Proceedings for all matters relating to the Claims and any issues affecting the Current and Former Members in the Proceedings.
4. **AN ORDER** that all reasonable legal, actuarial and financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Union and their counsel, shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts.
5. **AN ORDER** declaring that the property of the Applicants is subject to a security or charge in the amount of \$200,000 in respect of the fees and expenses of the Union incurred in connection with retaining any financial, legal or other experts necessary in order to effectively participate in the Proceedings.
6. **AN ORDER** that the Applicants shall forthwith provide to the Union and their counsel, without charge:

- (i) The names, last known addresses and last known email addresses (if any) of all the Current and Former Members, whom they represent, as well as applicable data regarding their entitlement, subject to a confidentiality agreement and to only be used for the purposes of the Proceedings;
 - (ii) All documents and data, including generally those pertaining to the various pension, benefit, and severance and termination payments and other arrangements for group health, life insurance, retirement and severance payments, including up to date financial information regarding the funding and investments of any of these arrangements; and
 - (iii) Any other documents relevant to the Claims.
7. **AN ORDER** that notice of the granting of this Order may be provided to the Current and Former Members in such form and under such terms and conditions as deemed appropriate by the Union and this Honourable Court.
8. **AN ORDER** that the Union, or their counsel on their behalf, are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other governmental ministry, department or agency, and to take all such steps are necessary or incident thereto.
9. **AN ORDER** that any individual Former Member who does not wish to be bound by this Order and all other Orders which may subsequently be made in these proceedings shall, within 30 days of receiving notice of this Order, notify the Monitor, the Applicants and CaleyWray in writing, and shall thereafter represent themselves as an independent individual party to these proceedings,

10. **AN ORDER** that the Union and CaleyWray shall have no liability as a result of their respective appointment or the fulfilment of their duties in carrying out the provisions of this Order save and except for any gross negligence or unlawful misconduct on their part.
11. **AN ORDER** that the Union shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties.
12. **AN ORDER** extending the Claims Bar Date from November 19, 2009 to a date and time deemed appropriate by this Honourable Court so as to enable the Union to establish the value of the claims of the Union's Current and Former Members and to prepare any such claims.

THE GROUNDS FOR THE MOTION ARE:

The Applicants' Obligations to Current and Former Members

1. On October 6, 2009 the Applicants obtained an Order, pursuant to the CCAA, staying all proceedings and claims against them (the "Initial Order"). The Applicants are insolvent.
2. The Union is the exclusive bargaining agent for unionized employees working at the Applicants facilities in Vancouver (BCTV), Kelowna (CHBC), Edmonton (CITV), Calgary (CICT), Lethbridge (CISA), Saskatoon (STV), Winnipeg (CKND), Toronto and Ottawa (Global Ontario), Halifax and New Brunswick (Global Maritimes).
3. The Union has negotiated eleven (11) collective agreements with the Applicants, all of which have expired as at the date of the Initial Order; but which continue in effect. Approximately fifty percent (50%) of the Applicants' employees employed in the Canadian Television Segment are represented by the Union.

4. The Union has a significant number of outstanding grievances and labour board proceedings against the Applicants, including proceedings before the Canada Industrial Relations Board regarding the configuration of the Union's collective bargaining units.
5. The Applicants sponsor eleven defined benefit plans that have an aggregate windup deficiency of \$32,824,146 as at the last valuation date. Annual special payments in respect to the windup deficiencies is \$4,983,348. Estimated annual services costs in respect of the Applicants defined benefit pension plans is \$5,147,181.
6. The Applicants also provide post-employment and post-retirement benefits to the Union's Former Members, including health, dental and term life insurance benefits. The aggregate cash contribution in the 2008 fiscal year to provide these post-employment and post-retirement benefits was approximately \$0.4 million. The aggregate accrued benefit obligation relating to these benefits as at the end of the 2008 fiscal year totalled approximately \$16.7 million.
7. Prior to the date of the Initial Order, a number of employees represented by the Union were permanently laid off and were in receipt of and were in receipt of salary continuance payments. As of the date of the Initial Order, the Applicants have ceased making all payments.

The Union and CaleyWray

8. The Union has a broad mandate to defend and protect the pensions, retirement payments and other benefits and interests of the Current and Former Members.
9. The Union is national in scope. It has a presence in nearly all areas in which the Applicants businesses operate.

10. There are persons in the Current and Former Member group who are unascertained or may have a present, future, contingent, or unascertained interest in or may be affected by the proceedings herein, and who cannot be readily ascertained, found or served.
11. It is desirable that the rights of the Current and Former Members are dealt with in a fair, independent, cost-effective and orderly way, and that they be represented by counsel. CaleyWray is a law firm with expertise representing employees, particularly unionized employees, with respect to all manner of issues, including pension and insolvency matters.
12. The claims of Current and Former Members are complex and varied, requiring legal, actuarial and accounting advice in order to be properly ascertained and filed.
13. Rule 10 of the Rules of Civil Procedure;
14. Section 131(1) of the *Court of Justice Act*;
15. Section 197(1) of the BIA;
16. Section 11 of the CCAA; and
17. Section 11.52(1) and (2) of the CCAA.

THE FOLLOWING DOCUMENTARY EVIDENCE will be read in support of this motion:

1. The Affidavit of Peter Murdoch sworn October 21, 2009;
2. The Affidavit of Gail Misra sworn October 21, 2009;
3. The Affidavit of David Lewington sworn October 21, 2009;

4. Such further and other material as counsel may advise and this Honourable Court may permit.

October 22, 2009

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1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF CANWEST GLOBAL COMMUNICATIONS CORP

Applicant

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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TAB B

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended

AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

**AFFIDAVIT OF PETER MURDOCH
(Sworn October 21, 2009)**

I, Peter Murdoch, of the City of Ottawa, Province of Ontario, **MAKE OATH AND SAY:**

1. I am the Vice-President – Media ("VP Media") of the Communications, Energy and Paperworkers Union of Canada (the "Union"). I swear this affidavit in support of the motion for, *inter alia*, a representative order and funding in respect to current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency Act* (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (the "Proceedings").
2. As VP Media of the Union, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

Background

3. I am the VP Media of the Union.
4. The Union is a large scale trade Union operating in a variety of industries across Canada. The Union has a strong presence in the Canadian media sector.
5. The Union represents approximately 1,000 bargaining unit employees employed by the Applicants in Vancouver (BCTV), Kelowna (CHBC), Edmonton (CITV), Calgary (CICT), Lethbridge (CISA), Saskatoon (STV), Winnipeg (CKND), Toronto and Ottawa (Global Ontario) and Halifax and New Brunswick (Global Maritimes). A principal function of the Union as exclusive bargaining agent of employees employed by the Applicants is the negotiation and administration of collective agreements.
6. The Union has negotiated eleven (11) collective agreements with the Applicants, all of which are nominally expired ("Collective Agreements"). The aforementioned collective agreements are attached at **Tabs 1-11**.
7. The terms and conditions of the collective agreements negotiated by the Union have a direct impact on the benefit entitlements payable to the Union's Former Members. The pension and post-retirement/post-employment benefits currently enjoyed by the Union's Former Members are the product of benefits negotiated by the Union with the Applicant that form part of the collective agreements. Given the foregoing, the Union has extensive knowledge of the issues that may arise in respect to the interests of its Former Members during the Applicants' CCAA proceedings.
8. The Applicants sponsor eleven (11) defined benefit plans ("DB Plans") and four (4) defined contribution plans ("DC Plans"). As described in the affidavit of John E. Maguire (sworn October 5, 2009) contained in the Applicants' Application Record, the DB Plans have a combined windup deficiency of \$32,824,126. The estimated annual current service cost in respect of the DB Plans is

\$5,147,181.00. The annual special payments made by the Applicants in respect of the deficiencies in the DB Plans is \$4,983,348.00. If certain funding relief measures are not achieved by the Applicants as at 2010, then the annual special payments made by the Applicants is projected to increase by approximately \$1.7 million.

9. As further noted in the affidavit of John E. Maguire, the Applicants' DB Plans, excluding the recently closed CHCA-TV and sold CHCH-TV and CHCK-TV, have, in aggregate, approximately 1,237 active members, approximately 121 pensioners and 313 deferred vested and other members. Although no confirmation has been provided by the Applicants, I believe that the vast majority of the aforementioned active members, pensioners and deferred vested and other members are the Union's Current and Former Members.
10. As set out in the affidavit of John E. Maguire, the Applicants also provide post-retirement/post-employment benefits to the Union's Former Members, including health, dental and term life insurance benefits. The aggregate annual cash contribution in the 2008 fiscal year to provide such post-retirement/post-employment benefits was approximately \$0.4 million. The aggregate accrued benefit obligation relating to these benefits as at the end of the fiscal 2008 year totalled approximately \$16.7 million.

The Applicants' CCAA Protection

11. On October 6, 2009 the Applicants obtained an order pursuant to the CCAA staying all proceedings and claims against them (the "Initial Order"). A copy of the Initial Order is at **Tab 12**. The effect of the Stay Order has been far reaching. For instance, immediately after the issuance of the Initial Order, the Applicants stopped making payments to a number of the Union's Former Members that were in receipt of severance pay in the form of salary continuance. Further, upon the issuance of the Initial Order, the Applicants refused to continue a number of important proceedings, including a termination grievance

and proceedings before the Canada Industrial Relations Board pertaining to the configuration of the Union's bargaining units. The Union is in the process of reviewing all outstanding matters, however I note that the affidavit of John E. Maguire identifies approximately 95 outstanding grievances filed against the Applicants, 20 of which are currently at arbitration.

12. The Initial Order may necessitate filing a large number of diverse and complex claims on behalf of the Current and Formers Members. The Union intends to facilitate and advance the claims of its Current and Former Members.
13. To the extent possible, the Union has been communicating with the Current and Former Members regarding the Proceedings and the impact of the Initial Order. Given the Union's localized operations, it has been effective in keeping the Current and Formers Members informed and advised of the progress of the Proceedings. Counsel for the Union has contacted counsel to the Applicants in writing and by telephone to request the contact information of the Current and Former Members. To date, the production of such contact information has been refused on the basis of privacy considerations. I believe that obtaining the contact information of the Current and Former Members is essential to fulfilling the Union's mandate as representative in the Proceedings.

The Union's Financial Ability to Provide Effective Representation in the Proceedings

14. As a result of the current economic crisis, the number of companies seeking protection under the CCAA has risen dramatically. The Canadian forestry and media industries have been particularly damaged as a result of the economic crisis. Due to the Union's strong presence in the Canadian forestry and media industries, a significant number of companies that have a collective bargaining relationship with the Union have sought protection under the CCAA or ceased operations altogether.

15. The result of has been twofold. The Union has incurred significant costs associated with representing its Current and Former Members in proceedings under the CCAA. In addition to the present proceeding, the following is list of employers that employ the Union's members which have recently been granted protection under the CCAA: AbitibiBowater, Fraser Papers Inc., Smurfit-Stone, Grant Forest Products, Quebecor, Nortel, Korex and Bruce R. Smith. The costs associated with meaningfully participating in such proceedings has been substantial and has adversely affected the Union's financial position to the point where its ability to provide effective representation to the Current and Former Members in the Proceedings is dependent on receipt of funding with respect to the provision of that representation. Such funding would enable the Union to retain any financial, legal or other experts necessary to provide the Current and Former Members with effective representation in the Proceedings.
16. In the preceding six (6) months, the Union has expended approximately \$250,000 on legal on costs in connection with CCAA proceedings. The Union anticipates that such costs will increase substantially in the near future.
17. Although Current Members pay union dues, Former Members do not. Accordingly, a significant amount of cash is expended on the representation of a group that does not contribute financially. In other words, the representation of Former Members in proceedings under the CCAA, although part of the Union's mandate, creates costs that are outside the Union's cost structure. This has placed extraordinary strain on the Union financial position.
18. Further, the economic crisis has resulted in a dramatic reduction in the Union's membership levels. Over the preceding twelve (12) months, the Union has lost approximately 12,000 members. This extraordinary loss in membership is the largest experienced by the Union over any twelve (12) month period since its inception. This, of course, has caused a corresponding decrease in the amount of union dues collected by the Union, further undermining its financial position and ability to provide effective representation in the Proceedings.

19. The current economic crisis has created the perfect storm. On the one hand, the Union is expending an extraordinary amount of cash on the representation of its Current and Former Members in proceedings under the CCAA. On the other hand, the Union's membership levels, and therefore dues collected, have been considerably reduced. As such, the Union requires funding in order to provide effective representation to the Current and Former Members in the Proceedings.

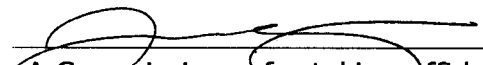
Benefits of Appointing the Union


20. Having the Union appointed as representative and CaleyWray appointed as counsel for the Current and Former Members provides a reliable source for information about the process. They can speak on behalf of the Current and Former Members to the Applicants and other stakeholders, and report back to the constituency through various means, such as newsletters, local meetings and website updates. The Union and CaleyWray can advocate on behalf of Current and Formers Members in the negotiation of a Plan of Arrangement under the CCAA and can address with the Court issues that may affect their interests.
21. The Union and/or CaleyWray, upon being appointed representative and counsel respectively, will take immediate action to contact all Current and Former Members in respect of the Proceedings.
22. I am advised by Jesse Kugler of CaleyWray and verily believe that if there are claims to be filed on behalf of Current and Former Members in the CCAA or in a bankruptcy, then the Monitor or Trustee, as the case may be, will not necessarily prepare and calculate employee claims but will simply wait for claimants to calculate and submit claims on their own. Many Current and Former Members may not submit claims because they do not understand the process or what needs to be done to advance their claims. Further, claims pertaining to calculation of unpaid future pension and retiree health benefits or supplementary pensions require the assistance of an actuary with access to the relevant data in order to provide an accurate calculation. This is not available to individual

Current and Former Members. This can result in such Current and Former Members not receiving any dividends whatsoever from the estate in respect of their unpaid benefits or pensions.

- 23. In the case where a Monitor or Trustee does calculate claims, I am advised by Jesse Kugler of CaleyWray and verily believe that they may be in a conflict situation because it is both calculating and adjudicating claims on behalf of a creditor group.
- 24. I support the appointment of the Union as representative of all Current and Former Members and the appointment of our counsel of choice, CaleyWray as representative counsel for all Current and Former Members.
- 25. I make this affidavit in good faith and in support of this motion to appoint the Union as representative of all Current and Former Members and CaleyWray as representative counsel for all Current and Former Members and for no improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 21st day of October, 2009.


A Commissioner for taking affidavits.
Jesse Kugler


Peter Murdoch

TAB 1

This is Exhibit 1 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

between

CICT, A DIVISION OF
GLOBAL TELEVISION NETWORK INC..

and

COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION OF CANADA
(C.E.P.)

September 1, 2001

to

August 31, 2006

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PARTIES

THIS AGREEMENT is made and entered into this
1st day of September A.D., 2001

between

CICT

A Division Global Television Network Inc.
Hereinafter referred to as "The Company"

Party of the First Part

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION**

Hereinafter referred to as "The Union"

Party of the Second Part

ARTICLE 1**Intent**

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions governing rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2**Definition of Bargaining Unit**

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of December 20, 1974 certifying NABET and any amendments to the Unit as mutually agreed to by the parties, or in any of the classifications listed in the wage schedule under Article 29. The employees covered by this Agreement shall be:

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All employees of CICT Calgary , A Division of Global Television Network Inc. excluding:

- Account Executives
- All Employees of the Accounting Department
- All Vice-Presidents
- General Manager and Assistant General Manager
- Director Technical Services
- Director Creative Services
- Assistant Managing Editor, News
- Assistant Technical Director-Engineering
- Chief Engineer
- Confidential Secretary
- Controller
- Facilities Sales Manager
- Human Resource Manager
- Managing Editor, News
- Marketing/Program Manager
- News Director
- President
- Production Manager
- Promotion/Marketing Manager
- Sales Manager
- Traffic Manager.

2.2 The Company will bargain collectively with the Union, as required by the Certification above referred to in respect to rates of pay, wages, hours

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and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee

3.1 Definition

The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or 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.

- 3.1.1 Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender, and wherever in the wording of the Agreement the feminine gender is used it shall be understood to include the masculine gender.

ARTICLE 4**Employee Categories**

- 4.1 All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided. These full-time employees shall be probationary employees for a period of six months from the date of their employment with the Company. During the probation period the Company at its discretion may release the employee at any time, and such release may be subject to the grievance procedure up to but not including arbitration.
- 4.2 A part-time employee is defined as one hired on a regular basis to work less than thirty-five (35) hours per week. Such employee shall be paid on an hourly basis according with the hourly rate as described in the Wage Schedule and as assigned to their appropriate classification and rate. A part-time employee may work a standard work week when relieving a full-time employee.
- Regular part-time employees shall be defined as those employees who work a minimum of 20 hours per week averaged over the previous twelve weeks.
- 4.2.1 Part-time employees shall be paid on the salary scale of the group to which they are assigned

and progression shall occur at 1040 or 2080 (which ever is applicable) hours worked for those employees working 40 hours per week. This calculation shall include all hours worked including paid sick leave.

4.2.2 All articles of this agreement shall apply to part-time employees except as hereinafter provided:

a) Article 18 - Company Seniority; shall apply however, seniority shall be calculated and accumulate according to all hours of work, including all hours on paid leave but excluding all hours worked prior to establishing part-time status. For example 173 hours equal one (1) month of seniority.

b) Article 23 - Lay-Off; Lay-offs shall apply to regular Part-time employees, however, in the event of a lay-off, affected employees shall receive four (4) weeks' notice, or four (4) weeks' salary in lieu of notice. It is further agreed that Part-time employees shall be entitled to severance pay on a pro-rated basis.

c) Article 24 - Re-Engagement and Re-call; shall apply to regular Part-time employees, however, recall rights as set out in Art. 24.3 shall not exceed six (6) months. In the event a regular part-time employee on lay-off works twenty (20) or more hours per week averaged over the previous twelve (12)

week period their recall rights shall be re-established for another six (6) months.

d) Article 33 - Tour of Duty; shall not apply, however, the minimum scheduled tour of duty shall be four (4) hours. The Company has the option to extend the shift to 8 hours at regular pay or one and one half the basic rate for each additional hour up to 8 hours. There shall be no assignment of split shifts except by mutual agreement between the employee, Union, and the Company. Any extension of the posted tour may be refused with the exception of the most junior part-time employee on location at the time of the shift extension.

e) Article 38 - Days Off; Part-time employees working twenty-four (24) scheduled hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company, days off may be changed, on a per occasion basis, without penalty, by mutual agreement between the Company, and employee with subsequent notice to the Union. Part-time employees are exempt from the minimum weekend off provisions.

f) Article 50 - Legal Holiday; shall not apply, however, part-time employees required to work on a statutory holiday shall be paid one and one half (1 & 1/2) times their regular rate for all hours worked with

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a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition the employee will receive five percent (5%) of regular earnings over the previous thirty (30) calendar days.

g) Article 52 - Sick Leave; shall apply however, regular part-time employees shall be entitled to accumulate one and one-quarter (1 1/4) days of paid sick leave for every one hundred and seventy-three (173) hours worked after establishing regular part-time status.

h) Article 53 - Health and Welfare; Regular part-time employees shall be entitled to Health and Welfare benefits as contained in this agreement, excluding Long Term Disability.

4.2.3 The provisions of Article 4.2 above will not be used for the purpose of eliminating or replacing full-time employees or to avoid the re-call from lay-off of full-time employees or avoid hiring full-time employees.

4.2.4 Part-time employees shall be probationary employees for a period of **1040** hours worked from the commencement of their employment within the job function.

- 4.2.5** A part-time employee may refuse additional work outside their regularly scheduled work assignment except as contemplated in Article 4.2.2 (d). However, part-time employees must submit in writing shifts that they are not available to work and shall update that information when any change occurs. Part time employees who are offered additional shifts with 48 hours notice, on days where they have indicated their availability, and refuse such additional shifts three (3) times within a three month period, will forfeit their rights to be offered additional work for the next six months.
- 4.2.6** Subject to other provisions of this agreement part-time employees shall be offered, on a seniority basis, all part-time (including relief) and/or temporary work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding night differential) then the Company may offer the work to the next senior qualified part-time employee. If a qualified part-time employee is unavailable, then the Company may offer the work to a temporary employee.
- 4.3** A "temporary employee" is defined as one hired on a sporadic, occasional, as needed basis, not to exceed TWENTY-FIVE (25) days over any TEN (10) consecutive weeks. Should a temporary employee exceed the foregoing they shall revert to part-time status.

Where a part-time employee cannot be found, as contemplated in Art. 4.2.6, a temporary employee may exceed the foregoing time limits when hired to replace a full or part-time employee absent due to vacation, leaves of absence, (including sick leave) Union business, or training.

None of the Articles of this Collective Agreement shall apply to "temporary employees" except as hereinafter provided:

(a) Article 33 - Tour of Duty - the following shall apply: basic hourly rate shall be paid at a minimum tour of four (4) hours.

(b) Article 29 - Temporary employees shall be paid according to the wage schedule or the classification to which they are assigned.

(c) Article 35 - Posting of Schedules - Temporary employees shall have their schedules posted (written in) at the time they are hired by the Company.

(d) Article 38 - Days Off; Temporary employees working twenty-four (24) hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company, however they are exempt from the minimum weekend off provisions.

(e) Article 39 - Work on Days Off.

(f) Article 42 - Overtime.

(g) Articles relating to, sick leave, medical plans, pension plan, and vacation credit shall not apply.

h) Article-50 - Legal Holiday; shall not apply, however, temporary employees required to work on a statutory holiday shall be paid one and one half (1 1/2) times their basic rate for all hours worked with a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition, temporary employees, working fifteen over the previous thirty days, shall receive statutory holiday pay calculated at 5% of regular earnings over the previous thirty (30) days.

4.3.1 Temporary employees will not be used to displace bargaining unit employees, or to avoid the recall from layoff of a bargaining unit employee.

4.3.2 Work on Mobiles, special projects, or productions shall be assigned to full-time or regular part-time employees, within the appropriate classification, before temporary employees are engaged.

4.4 Contractors may be engaged to perform

specific on-air functions and in such event they shall be paid on a performance for fee basis.

- 4.4.1** Subject to paragraph 2 hereof, contract persons will not be used to eliminate, displace or to avoid the hiring of a bargaining unit employee.

Contract persons may be temporarily engaged for employment during peak work load periods, and such persons shall be excluded from within the calculation in regards to Article 4.4.2.

- 4.4.2** The number of part-time, temporary employees and/or contract persons excluding part-time or temporary employees hired for remote locations or to cover the absence of a regular employee will not exceed the current percent of such employees as at the date of ratification. A waiver for occasional labour intensive projects (such as telethons) will not be unreasonably withheld.

- 4.5** Part-time, temporary, and contract employees hired to perform bargaining unit functions will pay Union dues pursuant to Article 7 of this agreement.

- 4.6** When an aggregate number of part-time hours worked in any one job function exceeds forty (40) hours per week on a regular basis (max. six consecutive weeks) the Company shall post a full-

time position in that job function provided that the full-time position can eliminate the need for the part-time position(s).

Further, when the number of hours worked by any part-time employee in one or more part-time job functions averages forty (40) hours or more on a regular basis, (max. six consecutive weeks) the part-time employee shall convert to full-time status.

The calculation with respect to the foregoing shall exclude hours worked to cover for the absence of a full-time employee on leave under this agreement.

- 4.7 The Company shall provide the Union, on a monthly basis, a **report** of the name, classification, and hours worked by all employees in a part-time, or temporary capacity.

ARTICLE 5

Job Functions

- 5.1 The Company agrees it will not combine the job functions listed below for the express purpose of eliminating full-time jobs. Where a job has been combined with another job, an employee affected shall have the right to exercise his/her seniority rights and shall not suffer a reduction in salary as a result

thereof.

5.1.1 Wherever the term "classification" is used in this Agreement it shall denote any of the following job functions:

1. Announcer
2. Art Director
3. Assignment Editor/Writer
4. Assistant Assignment Editor/Writer
5. Assistant Program Co-ordinator
6. Audio
7. Camera
8. Canteen Hostess
9. Carpenter
10. Director/Camera
11. Clerk/Typist
12. Commercial Writer Producer
13. Computer Graphics/Artist
14. EFP Assistant
15. ENG Editor
16. Lighting Director
17. Maintenance Technician
18. On-air Operator
19. News Reporter
20. News Writer/Producer
21. Sports Reporter/Anchor
22. Photographer EFP
23. Photographer ENG
24. Post Production Editor
25. Producer/Director

26. Program Co-ordinator
27. Promotion Supervisor
28. Promotion Writer/Producer
29. Script Assistant
30. Secretary
31. Senior Audio
32. Senior Camera
34. Senior Maintenance Technician
35. Senior On-Air Operator
36. Senior News Writer/Producer
37. Senior Post Production Editor
38. Senior Producer/Director
39. Senior Secretary
40. Senior Switcher
41. Senior Reporter
42. Studio Floor Director
43. Switchboard/Receptionist
44. Switcher
45. Switcher/Director
46. Technical Producer Mobile
47. Technical Supervisor
48. Traffic
49. Traffic Supervisor
50. Shipper
51. Production Co-ordinator
52. System Analyst
53. Anchor/Reporter
54. On-Air Supervisor
55. Technical Services Supervisor

ARTICLE 6

Professional Activities

6.1 The first professional obligation of the employee shall be to the Employer.

6.2

(a) Unless the Employer and/or the Employee is required by law or by a court of competent jurisdiction or other competent authority to do so, no employee shall be required by the employer to give up custody of or disclose any knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the sources thereof to any party other than the employer.

(b) Where the employer has authorized the employee in writing to release for broadcast, material whose source is to be kept confidential then if the employee is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all the expenses incurred by the employee. The employer shall further compensate such employee against monetary loss, including but not limited to fines, damages or loss of pay provided the employee has not knowingly falsified such material for broadcast and provided that such material has been obtained in accordance with accepted journalistic practices.

- 6.3 Substantive changes in script content shall be brought to the employee's attention wherever possible before broadcast. Employees shall be given the reason for substantive changes to their material.
- 6.4 Except where libel has been proved, no criticism of an employee's work will be broadcast without first presenting such criticism to the employee and offering said employee time for reply in the same broadcast. This section is not meant to apply to corrections of fact or errors of omission.
- 6.5 Except in the case of an allegation of defamation no retraction of an employee's work shall be broadcast without every effort being made to first consult the employee.
- 6.6 Volunteer community work undertaken by employees shall not be pursued while the employee is at work without the written consent of the Company.
- 6.7 The first professional obligation of an employee shall be to the Company. An employee shall not engage in activities or work which is in direct competition with the Company, except with the prior written approval of the Company.

ARTICLE 7

Management Rights

7.1 It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations, directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

7.2 The Union agrees that nothing contained in this Agreement shall be construed as a limitation of the Company's rights to manage its affairs exclusively and that except where specifically restricted, abridged or modified by this Agreement, the Company holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The Union acknowledges that it is the exclusive function of the Company to hire, transfer, reclassify and suspend employees; and also the right of the Company to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that he has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided; provided further that a claim by a probationary employee that he has been disciplined, suspended, or discharged without

just cause, may be subject of grievance, and may be processed through the grievance procedure up to, but not including arbitration.

7.3 Provided further, and without limiting the generality of the foregoing, except where specifically restricted, abridged or modified by this Agreement, the Union recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces; the amount and type of supervision necessary of machines and technical equipment; procedures and standards of operations; the content of programs; judgement and final evaluation of personnel qualifications; the right to decide on the number of employees needed by the Company at any time; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plants; control over all operations, buildings, machinery, equipment, and employees and its relationship with suppliers of materials and/or services, is solely and exclusively the responsibility of the Company.

7.4 The management rights of the Company as above set forth shall be exercised in all respects subject to this Agreement.

ARTICLE 8**No Strike Breaking**

- 8.1** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress. Further, it will not originate a program or programs not normally fed to such facility, nor will the Company require any employee to perform the duty of other staff members engaged in a lawful strike.
- 8.1.1** Employees gathering news may attend at a strike location, and at their discretion, cross a picket line in the execution of their duties.

ARTICLE 9**Union Membership**

- 9.1 All employees of the Company who were members of the Union as of January 1st, 1975 and any employee who was employed prior to January 1st, 1975 who subsequently joins the Union, and all employees hired after January 1st, 1975 shall become and/or remain a member in good standing of the Union as a condition of employment except as hereinafter provided.
- 9.1.1 Contract "on-air" talent engaged in accordance with Article 4.5 shall not be required as a condition of engagement to become members of the Union.
- 9.2 The Company may hire non-members provided however, that such new employees shall apply for membership in the Union within ninety (90) days after being hired and provided further that the Union will either accept or reject such application within thirty (30) days after receiving it.

ARTICLE 10**Rejection of Membership**

10.1 The Company will discharge any employee covered by the provisions of Article 9 for the failure to pay dues and/or periodic assessments by the Union.

ARTICLE 11**Union Dues**

11.1 During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds per cent (1.666%) of gross monthly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

11.2 The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian Funds. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are

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deducted, and shall include with such remittance a statement on computer disk in ASCII format, showing the following:

- (a) The name, classification title and base salary of each bargaining unit employee;
- (b) The amount of dues deducted on base salary;
- (c) The name of any employee who has left or joined the Company since the last dues remittance.

ARTICLE 12

Non-Discrimination

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

12.2 The Company policy regarding news/on-air

employees campaigning for public office is acknowledged and agreed.

12.3 Employees shall enjoy equal rights under this Agreement regardless of sex, colour, racial, ethnic or national origin or religious or political affiliation.

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

12.5 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his non-membership in the Union.

ARTICLE 13**Notification**

- 13.1** The Company shall immediately (not later than forty-eight (48) hours) mail to the designated international office in the Western Region and to the local Union, one (1) copy of each of the following:
- 13.1.1** Notice of hiring, promotion, transfer, dismissal, extension of probationary period, suspension or any disciplinary action affecting any employee within the bargaining unit.
- 13.1.2** Any notice pertaining to the application or agreed to interpretation of this Agreement.
- 13.1.3** Notice of commencement by contractors including term of contract.
- 13.2** Any notification to an employee required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee directly.
- 13.3** The Company shall, when notifying a person of his acceptance as an employee, provide in writing the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be sent to the Union in accordance with Article 13.1.1 of this

Agreement. The Company shall also include at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

13.4 The Company will, when remitting Union dues, designate which employees are employed on a part-time basis together with the number of hours worked by part-time employees other than those employed in Group 1.

ARTICLE 14

Leave for Union Activities

14.1 Upon request by the Union, the Company will release without loss of pay or other benefits, up to two (2) employees named by the Union to attend Grievance Meetings and four (4) employees for Negotiation Meetings.

14.1.1 No more than one employee from each salary classification will be released for negotiation meetings unless the parties mutually agree.

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

14.2.1 Attend Executive Council Meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance. It is understood that not more than two (2) employees shall be released at any one time.

14.2.2 Accept a position with the Union or an official labour body for a period not exceeding six (6) months. Such leave shall be granted by the Company on written request from the employee to the President of the Union provided such request is submitted thirty (30) days in advance.

14.3 Leave provided for in Article 14.2.2 shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 14.2.1, shall not constitute a break in the continuity of service in the computation of seniority, or other benefits under this Agreement, i.e., those benefits relating to seniority or length of service.

ARTICLE 15**Union Access to Premises**

15.1 The Company will permit free access, upon reasonable notice, to its premises by an accredited Union official providing such access is at reasonable hours and does not interfere with the normal operation of the Company.

ARTICLE 16**No Strike Clause**

16.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any stoppage, total or partial, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 17**Union Use of Bulletin Boards**

- 17.1 The Company will provide a bulletin board for the exclusive use of the Union.
- 17.2 The Company agrees to the posting by the Union on such board of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by the Local Union Executive and a copy of such notice is provided to the President's Delegate before posting.

ARTICLE 18**Company Seniority**

- 18.1 Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service.
- 18.2 Company seniority shall relate only to the order of layoffs, promotions, choice of vacation periods and the scheduling of Christmas/New Year Season Statutory Holidays.

ARTICLE 19**Interruption of Service**

19.1 In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement, the following provisions shall apply:

19.1.1 Continuity of service for the purpose of Company seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, except where Article 14.2.2 applies, or

19.1.2 If he returns to the status of an employee after one (1) year has elapsed, his Company seniority upon returning shall be that which he had on the effective date of such lay-off, transfer or leave of absence.

19.2 In the event an employee with less than one (1) year of Company seniority is laid off:

19.2.1 And he returns to the status of an employee before six (6) months have elapsed, his Company seniority upon returning will be that which he had on the date of such lay-off.

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- 19.3 Seniority shall cease to exist if the employee resigns or is discharged.

ARTICLE 20

Promotions & Transfers

- 20.1 The employee with the most Company seniority shall, if he meets the necessary qualifications set for the position by the Company, be transferred to fill a vacancy and/or promoted to fill a vacancy. Such qualifications shall be set in a reasonable manner. The employee will be given reasonable assistance and time to train for the new position. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A vacancy shall be posted for a minimum of five (5) days prior to advertising outside. Where a vacancy results from a transfer or promotion the said posting period shall be three (3) days.
- 20.1.1 Should an applicant be unsuccessful, it is agreed that management will discuss with the employee if so requested, why his/her application was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.
- 20.2 An employee promoted to fill a vacancy in a

higher classification shall be on probation in such classification for a period of up to three (3) months and in the case of Anchors and Reporters for a period of up to six (6) months. The Company may, at any time during this probationary period, return the employee to his former classification with no loss of seniority. At the conclusion of a successful probation period, the employee will be advised in writing that his promotion has been made permanent.

20.3 Without his consent, no employee shall be permanently transferred or assigned to another job classification and the employee will not be penalized for such refusal.

20.3.1 No employee shall be permanently transferred to a location outside the greater Calgary area except by mutual agreement.

20.4 Without his consent, no employee shall be transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

20.5 Employees who perform in a job classification different from their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performance, where the error relates to the lack of adequate training.

20.6 When an employee is transferred into a higher pay classification he shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in his former group, plus the amount necessary to place him on scale in the new classification, and shall automatically progress upward on the annual or semi-annual anniversary date, i.e. the date for anniversary increases shall not be affected by any change in classification.

ARTICLE 21

Upgrading

21.1 In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty, in a higher rated classification, the employee shall be paid an additional two (\$2.00) per hour above their current rate for each hour so worked, with a minimum credit of four (4) hours. This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. At the time of such assignment an employee shall be verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.

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Employees temporarily assigned to perform the duties of Non-Bargaining Unit Supervisor, or Manager shall be paid twenty (\$20.00) for each eight (8) hour tour of duty or part thereof and the employee's hourly rate shall be adjusted accordingly.

21.1.1 The provisions of Article 21.1 shall not apply when an employee is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days and where a qualified staff member is assigned to assist in such training. Further, 21.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods.

21.2 In the event of a temporary upgrading of an employee for a period of more than one (1) day [but in no event may a temporary upgrading be of greater duration than three (3) calendar months with the exception of parental leave] the employee so temporarily upgraded shall be verbally advised at the time of his assignment to a higher classification. Such advice shall also stipulate the probable duration of such temporary upgrading.

21.3 Where upgrading involves a job combination(s) the duration of upgrading may be extended to a period of six (6) months. If the combination job function averages sixteen (16) or more hours per week and continues beyond six (6)

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months the employee shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 20.6.

- 21.4** Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 21 when assigned to train other employees. The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization.

ARTICLE 22

Dismissals & Resignations

- 22.1** The dismissal, demotion or discipline of a non-probationary employee shall be for just and sufficient cause. The employee shall be informed of the Company's decision to discharge, demote, or discipline him by notice in writing.

ARTICLE 23**Lay-Offs**

23.1 The Company will consult with the Local Union executive with respect to any planned lay-off prior to any final decision being made, and prior to any discussions with those employees that may be affected. At this meeting the Company shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for lay-off. It is understood that this consultation will be deemed strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual employee(s). Notice of such meeting shall be a minimum of forty-eight (48) hours. When lay-offs are to be made, such lay-offs shall proceed in inverse order of Company seniority within those job functions and categories where the work has been reduced or eliminated; said job functions are listed in Article 30.

23.1.1 Notwithstanding the foregoing, a more senior employee in a job classification may offer to be laid off in the place of a more junior employee. If the offer is accepted by the company, the more senior employee will waive his bumping rights and will receive the severance provided for in Article 23.3.1.

23.2 Any employee about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply his Company seniority and revert to such other function. Such qualifications shall be set in a bona fide manner. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.

Notwithstanding, employees may not exercise bumping rights to anchor classifications.

23.2.1 Employees who bump into a different classification shall retain recall rights, for up to one year, as per Article 24, to their former classification.

23.2.2 In the event an employee reverts to a lower wage group, he/she shall continue to receive his/her higher salary for up to 3 months at which point the employee's salary shall be reduced to an amount equal to the closest equivalent rate in the lower wage group not in excess of his previous rate, and then such employee will precede on the scale in accordance with Article 31.

23.2.3 Employees who bump into a higher job group shall be paid at a rate within the new group closest to, but greater than, their rate of pay prior to the bump.

23.2.4 Employees must declare their intent to bump within fourteen (14) calendar days of receiving lay off notice. An employee so bumped shall receive six (6) weeks notice. However, should a bumping opportunity arise during the notice period, that was not available at the time of declaration, the employee shall have his/her right to bump provided that the employee notifies the Company of his/her intention to do so within seven (7) calendar days of the new opportunity.

23.2.5 Subject to Article 23.1, where a part-time employee has more Company seniority than a full-time employee, the full-time employee shall receive the lay-off, however should the Company require a full-time employee in the job function affected, the most senior part-time employee shall be offered the full-time position. It is further agreed that should that person refuse the position, it shall then be offered to the next most senior employee within the classification.

23.3 In the event of lay-offs, employees affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

23.3.1 In the event of lay-offs, under either Articles 23 or 27, employees affected will receive two (2) weeks severance for each completed year of service

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up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years, to a maximum of fifty-two weeks.

23.4 While an employee is laid off, the Company will continue the total group health and welfare payments (excluding long term disability) for the period of lay-off up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.

23.5 The Company agrees that it will not consistently schedule overtime in order to affect or extend lay-offs.

23.6 It shall be the intention of the Company to give full consideration for job vacancies within the bargaining unit to those employees who are to be laid-off.

ARTICLE 24

Re-Engagement & Recall

24.1 Where any full-time or regular part-time work becomes available for which a laid-off employee is qualified, the Company agrees to re-engage, employees in order of company seniority. The qualifications will be set in a reasonable manner. (Definition - For the purpose of this Article "re-

engage" means to return to work in a full-time or regular part-time position.)

24.2 Where any other part-time or temporary bargaining unit work becomes available for which a laid-off employee is qualified, the Company agrees to re-call, employees in order of company seniority. The qualifications shall be set in a reasonable manner.

(Definition - For the purpose of this Article "recall" means to return to work in any part-time or temporary hours.

24.3 Employees laid off under Article 23 will be entitled to re-engagement or recall for one (1) year from the date of lay-off.

24.3.1 Employees who are recalled or re-engaged to positions other than their previous job classification will continue to have re-engagement rights to former job classifications for one year from the date of layoff or for as long as re-engagement / recall rights continue under Article 24.4.

24.4 In the event an employee on lay-off works one hundred forty-four hours or more over any six (6) consecutive work weeks, his/her recall rights shall be re-established for another twelve (12) months.

24.4.1 When an employee on lay-off has worked

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more than 910 regular (non overtime) hours over any 180 consecutive day window, the employee shall be considered to have reverted to full-time status. This does not include shifts worked to cover the absence of employees on leave.

The Company will not manipulate or re-schedule productions, projects and shifts in order to avoid the re-establishment of recall rights as described above.

24.5 The Company's responsibility will be considered to be fulfilled if the Company:

a) In the case of re-engagement, sends all relevant job postings by letter or by courier, to the last known address of the affected persons on layoff. The employee must notify the Company of their intention within three (3) days of receipt of the letter or ten (10) working days of mailing the letter.

b) In the case of re-call, contacts the employee in person or by telephone and where possible leaves a message.

24.6 Where an employee has been re-called or re-engaged pursuant to this Article and has been paid severance in accordance with Article 23.3.1, the employee's seniority for the purposes of severance shall be considered that of a new employee.

24.7 Where an employee has accepted re-engagement to scheduled hours or shifts and

cancel for reasons other than illness or other valid reason, the employee forfeits rights to re-call and re-engagement for a period of six (6) months.

ARTICLE 25

Performance Reports

- 25.1** Employees shall be advised immediately [within ten (10) working days] of the contents of any review or report which concerns them. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company. An employee shall sign the Company's copy of the report on performance, thus acknowledging receipt. Such signature will not be considered as concurring with the contents. If this procedure is not followed, such expression of dissatisfaction shall not become part of their records for use against them at any time.
- 25.2** The employee's reply to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 25.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.

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25.3 An employee shall have access to his personal performance file during office hours in the presence of his supervisor and in the presence of a Union Steward or local officer, if the employee wishes.

25.4 Any complaint or accusation which may be detrimental to the advancement or standing within the Company and the employee's reply to such complaint or accusation shall be removed from the employee's file after thirty (30) months of issuance.

ARTICLE 26

Duties and Responsibilities

26.1 The Company will not assign duties relating to the preparation, administration, engineering/maintenance, audition, rehearsal, recording and/or broadcast of material to employees other than those defined in Article 2.1 of this Agreement, except as hereinafter provided.

- 26.1.1** Non-bargaining unit personnel, as in the past, may, in an emergency, perform the functions of an operator or technician for brief periods.
- 26.1.2** As in the past, where the Company is requested in writing by an advertiser to utilize the services of some third party to perform certain work in connection with the production of commercials on behalf of that advertiser, the Company may engage such third party's services for such commercials.
- 26.1.3** Vice-President, Technical Services
Technical Services Manager
Confidential Secretary
Managing Editor, News
News Director
Operations Manager
Traffic Manager
Creative Services Manager
as in the past, may in the execution of their normal job functions, perform bargaining unit duties.
- 26.2** The Company agrees that it will not, without prior approval of the Union, transfer, assign or sub-contract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other employee(s) of the Company not covered by this Agreement, or to any other Company or its employees.

26.2.1 Notwithstanding the above, the Union agrees that when dealing with the Company's request for a waiver on bargaining unit positions/functions, the Union will assess the request in light of past practice and/or on its individual merits. Based on these considerations a waiver will not be unreasonably withheld.

26.3 The Company itself shall not, nor shall it permit anyone to use its premises, facilities, or equipment owned, operated or controlled by it in any manner, which affects or changes more than marginally the work, duties or working conditions of an employee in the bargaining unit herein, unless employees in the bargaining unit are assigned to the work involved. In such instance the Company will negotiate with the Union as to the work to be performed, the wage to be paid therefore, and the wage rate of other jobs filled by employees represented by the Union which are made more onerous or difficult thereby. The new rate or rates shall be effective as of the date when the work was first performed. The Union agrees that the operation of the Company shall not be interrupted pending agreement upon the matter under negotiation in accordance with the provisions of this section.

26.3.1 Students from a recognized educational institution will be allowed to operate equipment,

providing a qualified member of the bargaining unit be assigned to instruct said students.

26.4 If the Company brings in a specialist to assemble, maintain, adjust or repair any equipment or device normally operated or maintained by members of the bargaining unit, a member of the bargaining unit shall be assigned to assist or accompany such specialist in order to familiarize himself with the maintenance, adjustment or repair being performed by the specialist. This provision, however, shall not apply to transmitter assessments.

26.5 It is agreed that the provision of Article 26.1.1, 26.1.2 and 26.1.3 shall not be used to avoid filling a vacancy, or to avoid the hiring of an employee in the bargaining unit, or to avoid the payment of penalties stipulated in this Agreement.

UNION SEAL AND AIR CREDITS

26.6 Every audio/video tape recording or film produced for or by the Company shall have the official CEP seal exhibited on the following:

- (a) Film/tape billboard
- (b) All tape or film containers

26.7 Every videotape or film produced for or by the Company, which displays a Company identification or logo, shall also legibly bear seal of the Union. The

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acronym CEP of such seal of the Union shall not exceed twenty-four (24) scan lines and shall be displayed lower in the frame than any Company credits, e.g.:

(a) CALGARY TELEVISION PRODUCTION



(b)

on the closing credits.

26.8 Mobile Production Facility

Within Calgary City Limits:

CICT Equity Productions - 100%

CFCN or CBC Productions - 2 people

Other Productions Aired exclusively on CICT - 6
people

Use of Post Production Facility - 100% 2 people

Elsewhere:

CICT Equity Productions - 2 people

CFCN or CBC Productions - 2 people

Other Productions - 2 people

Use of Post Production Facility - 2 people

*Where "2 people" is indicated, they shall be the
Technical Producer mobile and the Maintenance
Technician assigned to the mobile.

ARTICLE 27**Technological Change**

27.1 In the event that the Company introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth.

27.1.2 The introduction of Computer hardware and/or software shall be considered a Technological change with respect to the application of this Article provided that such introduction has occurred within one (1) year of displacement of an employee.

27.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment, device, which is or would fall under the jurisdiction of the employees in the bargaining unit, result in the lay-off (as distinguished from lay-offs caused by changes in programming) of employees, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations.

27.2.1 The Company will give the Union and the employees as much advance notice as is practicable, but not less than six (6) months notification of such lay-offs, or six (6) months pay in lieu of said notice plus all other benefits for the same period. Further, it is understood that employees laid off under this Article are entitled to all the provisions set out under the Lay-off and Re-Engagement Articles of this agreement.

27.2.2 The notice provided by the Company to the Union shall state:

- a) the nature of the change(s) contemplated.
- b) the date upon which the company proposes to effect the change(s).
- c) the number and type of employees affected by the change(s).

27.2.3 Where an employee(s) is displaced due to technological change, he shall be entitled to exercise bumping rights as per Article 23.2, at any point prior to the effective date of lay-off. Further, such employee shall maintain recall rights as per Article 24 during which time the Company agrees to re-engage said employee(s), based on seniority, to any vacancy other than listed below that may occur

within the bargaining unit. To obtain proficiency in his/her classification the employee(s) shall be given three (3) months after the date of re-engagement, which may be extended to six (6) months upon mutual agreement between the Company and the Union. The employee shall receive reasonable and adequate training during normal working hours. Employees shall be paid at the start rate within the new classification or their previous rate, whichever is less. If, in the sole opinion of the Company, the employee has failed to show sufficient ability in the new position, the employee shall return to lay-off status or if their re-call rights have been exhausted shall be considered terminated.

There shall be no requirement to re-engage employees to a supervisory position unless the employee was previously performing in a supervisory position. There shall be no requirement to re-call to the following job functions unless the employee previously occupied that job function:

- all job functions listed in Group 11 and above
- Maintenance Technician

27.5 Where a position is created as a result of technological change and/or the combination of job functions as a result of technological change, such position shall fall under the jurisdiction of the bargaining unit. Further, it is agreed that any new job

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function that may be created shall be referred to the Classification Committee.

ARTICLE 28

Grievance Procedure

28.1 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.

28.2 The parties recognize that the "Canada Labour Code" provides that any employee may present his personal grievance to his employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.

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

STEP 1: The grievance shall be reduced to writing and a copy thereof delivered to the Production

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Manager, Chief Engineer or such appropriate department head as designated by the General Manager, within fifteen (15) working days of the grievance arising.

STEP 2:The grievance shall be discussed with the Station Manager or his designee and the Local Grievance committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within (10) days of the request for a meeting. Appropriate records of such meeting shall be kept.

STEP 3:If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the General Manager or President of the Company and the Union office for further discussion and consideration.

STEP 4:In the event that the representative of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The parties shall, within ten (10) working days of sending the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the

Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

- 28.4** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be re-instated with any other benefit under this Agreement which may have been lost. In case of dismissal the arbitrator shall have the jurisdiction and authority to determine appropriate compensation in lieu of re-instatement.
- 28.5** If either of the parties to this Agreement considers that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 28.3.
- 28.6** Time Limits: Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, and Statutory Holidays and may be

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extended by mutual consent.

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

ARTICLE 29**Salary Groups**

29.1 Groups for the purpose of wage classification shall be as follows:

- Group 1: Canteen Hostess; Switchboard/
Receptionist
- Group 2: Clerk/Typist; Shipper
- Group 3: Secretary
- Group 4: Script Assistant
- Group 5: Production Co-ordinator; Camera;
Audio; Floor Director; Switcher;
Senior Secretary; Traffic
- Group 6: EFP Assistant; ENG Editor
- Group 7: Senior Camera; Senior Audio;
Lighting Director
- Group 8: Photographer/ENG; Carpenter
- Group 9: System Analyst; Photographer/
EFP; On-Air Operator; Switcher

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Director; Senior Switcher;
Maintenance Technician

Group 10: Promotion Writer Producer;
Computer Graphics/Artist;
Announcer; Assistant Program Co-
ordinator

Group 11: Producer/Director; News Writer/
Producer; Post Production Editor;
Commercial Writer Producer;
Assistant Assignment Editor/ Writer;
Program Co-ordinator

Group 12: Art Director; Director/Camera; Senior
Producer/Director; Promotion
Supervisor; Traffic Supervisor;
Senior Post-Production Editor;
Commercial Production Supervisor;
Senior Maintenance Technician;
Technical Producer Mobile,
Technical Supervisor; Technical
Services Supervisor; On-Air
Supervisor

Group 13: Assignment Editor/Writer; News
Reporter; Sports Reporter/Anchor

Group 14: Senior News Writer/Producer;
Anchor/Reporter

ARTICLE 30

Rates of Pay

The following rates are minimum:

Group 1: Canteen Hostess; Switchboard/
Receptionist

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	\$8.13	\$8.29	\$8.50
6 months	\$9.33	\$9.52	\$9.76
1 year	\$9.86	\$10.06	\$10.31
2 year	\$11.31	\$11.54	\$11.83
3 year	\$12.48	\$12.73	\$13.05
4 year	\$13.35	\$13.62	\$13.96
5 year	\$14.14	\$14.42	\$14.78
6 year	\$16.00	\$16.32	\$16.73
7 year	\$17.69	\$18.04	\$18.49

Group 2: Clerk/Typist; Shipper

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	933	951	975
6 months	1018	1038	1064
1 year	1075	1097	1124
2 year	1177	1200	1230
3 year	1271	1296	1329
4 year	1356	1383	1418
5 year	1445	1474	1511
6 year	1530	1561	1600

Group 3: Secretary

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1212	1236	1267
6 months	1284	1310	1342
1 year	1355	1382	1416
2 year	1445	1474	1511
3 year	1532	1562	1601
4 year	1576	1607	1647
5 year	1619	1651	1692
6 year	1707	1741	1785
7 year	1795	1830	1876

Group 4: Script Assistant

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1186	1209	1240
6 months	1265	1291	1323
1 year	1338	1365	1399
2 year	1434	1463	1500
3 year	1498	1528	1567
4 year	1583	1615	1656
5 year	1641	1674	1716
6 year	1702	1736	1779
7 year	1762	1798	1843
8 year	1909	1948	1996

Group 5: Production Co-ordinator; Camera; Audio;
Floor Director; Switcher; Senior Secretary; Traffic

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1297	1323	1356
6 months	1381	1409	1444
1 year	1457	1487	1524
2 year	1583	1615	1656
3 year	1669	1702	1744
4 year	1730	1765	1809
5 year	1850	1887	1934
6 year	1908	1947	1995
7 year	1975	2014	2064
8 year	2058	2099	2151

Group 6: EFP Assistant; ENG Editor

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	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1421	1449	1486
6 months	1501	1531	1569
1 year	1583	1615	1656
2 year	1669	1702	1744
3 year	1730	1765	1809
4 year	1850	1887	1934
5 year	1908	1947	1995
6 year	1975	2014	2064
7 year	2058	2099	2151

Group 7: Senior Camera; Senior Audio; Lighting Director

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1484	1514	1552
1 year	1575	1606	1646
2 year	1661	1694	1736
3 year	1719	1754	1798
4 year	1785	1820	1866
5 year	1904	1942	1991
6 year	1967	2006	2056
7 year	2114	2156	2210

Group 8: Photographer/ ENG; Video Tape;

Carpenter

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1408	1436	1472
6 months	1495	1525	1563
1 year	1557	1588	1628
2 year	1641	1674	1716
3 year	1702	1736	1779
4 year	1762	1798	1843
5 year	1877	1915	1963
6 year	1940	1979	2029
7 year	2086	2128	2181

Group 9: Senior VTR; System Analyst;
 Photographer/EFP; On-Air Operator; Switcher
 Director; Senior Switcher; Maintenance Technician

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1525	1555	1594
1 year	1613	1646	1687
2 year	1702	1736	1779
3 year	1762	1798	1843
4 year	1821	1857	1904
5 year	1940	1979	2029
6 year	1998	20382089	
7 year	2146	2189	2244

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Group 10: Promotion Writer Producer; Computer Graphics/Artist; Announcer; Assistant Program Co-ordinator

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1414	1443	1479
6 months	1498	1528	1567
1 year	1557	1588	1628
2 year	1641	1674	1716
3 year	1702	1736	1779
4 year	1762	1798	1843
5 year	1877	1915	1963
6 year	1940	1979	2029
7 year	2086	2128	2181

Group 11: Producer/Director; News Writer/Producer; Post Production Editor; Commercial Writer Producer; Assistant Assignment Editor/Writer; Program Co-ordinator

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1585	1616	1657
1 year	1671	1704	1747
2 year	1762	1798	1843
3 year	1821	1857	1904
4 year	1940	1979	2029
5 year	2024	2065	2116
6 year	2146	2189	2244
7 year	2209	2253	2309
8 year	2276	2322	2308

Group 12: Art Director; Director/Camera; Senior Producer/Director; VTR Supervisor; Promotion Supervisor; Traffic Supervisor; Senior Post-Production Editor; Commercial Production Supervisor; Senior Maintenance Technician; Technical Producer Mobile; Technical Supervisor; Technical Services Supervisor; On-Air Supervisor

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1601	1633	1674
1 year	1726	1761	1805
18 mos.	1821	1857	1904
2 year	1871	1908	1956
3 year	2027	2067	2119
4 year	2114	2156	2210
5 year	2368	2415	2476
6 year	2474	2524	2587

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Group 13: Assignment Editor/Writer; News Reporter; Sports Reporter

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	1477	1507	1545
6 months	1623	1656	1697
1 year	1712	1746	1790
2 year	1846	1883	1930
3 year	1979	2019	2069
4 year	2248	2293	2350
5 year	2380	2428	2488
6 year	2514	2564	2628
7 year	2651	2704	2772

Group 14: Senior News Writer/Producer; Anchor/Reporter

	Dec. 1/03	Sept.1/04	Sept.1/05
Start	2134	2176	2231
1 year	2256	2302	2359
2 year	2380	2428	2488
3 year	2514	2564	2628
4 year	2651	2704	2772
5 year	2758	2813	2884
6 year	2871	2928	3001

ARTICLE 31**General Wage Provisions**

- 31.1 Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 31.2 The parties recognize that certain employees are receiving higher salaries than those specified in Article 30, as a result of individual negotiations prior to this agreement. It is agreed that no employee shall suffer a loss of income as a result of the wage scales herein negotiated.
- 31.2.1 An employee who is being paid more than the "top of the scale" will receive an increase as determined by the Company but in no event shall such increase be less than the dollar amount accorded to the "top of the scale" in the wage group to which such persons are assigned.
- 31.3 Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest to the employee's semi-annual or annual anniversary date of appointment.

- 31.4** Employees shall complete their weekly time sheets by the end of the first working day of the week following the week covered by the time sheets. Overtime that is submitted late may not be authorised unless the employee can demonstrate the reason overtime was worked. The company will provide photocopies of each altered time sheet, within one (1) week of the alteration, to the employee.
- 31.5** Salaries will be paid on the 15th and the last day of each month. Should the 15th or last day of the month be a non-banking day, it will be paid on the last preceding legal banking day.
- 31.6** A breakdown of overtime hours and penalties shall be shown on pay stubs.
- 31.7** Payment for overtime work, premiums, and penalties will be made not later than the pay period following the pay period that such overtime, etc., is worked.
- 31.8** For the purposes of computing an employee's hourly rate of basic pay, his/her semi-monthly salary shall be divided by 86.67 hours.
- 31.9** Each year the Company will indicate on the T4 and TP4 slips issued to employees, the total amount of dues deducted at source and forwarded to CEP.

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All T4 and TP4 slips will be issued no later than February 24th.

ARTICLE 32

Work Week

32.1 The forty (40) hour week shall obtain and shall commence at 00:01 a.m. Monday, and shall be inclusive of the first thirty (30) minutes of the first meal period and all other meal and break periods.

ARTICLE 33

Tour of Duty

33.1 A tour of duty shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of eight (8) hours, calculated to the last quarter (1/4) hour in which work was performed; provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. Split shifts may be assigned where mutually agreeable between the Company, the employee, and the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 34

Excessive Hours and Safety

- 34.1** The employer shall adopt and use methods and procedures which are adequate to render its employment or place of employment safe, and shall do everything necessary to protect the life, health and safety of its employees.
- 34.2** Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive work hours.
- 34.3** No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his employment with the Company.
- 34.4** The employer shall give consideration to the capabilities of an employee for an assignment involving climbing towers and ladders.
- 34.5** The employer agrees to supply protective clothing, safety footwear, and/or safety devices for employees on assignments (e.g. remotes, towers) where conditions require their use, and to supply

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other special attire where required by the Employer. It is understood that such protective clothing and/or safety devices are and remain the property of the employer and shall be returned in good condition on demand.

34.5.1 The Company shall pay fifty percent of the cost of cold weather clothing to mobile, ENG, EFP, and maintenance personnel. The Company will replace worn out clothing on the same cost sharing basis no more often than once every two years. Employees shall be solely responsible for lost or misplaced clothing and for clothing damaged other than by reasonable wear and tear.

34.5.2 For those employees listed in Article 34.5.1, the Company shall pay fifty percent (50%) of the cost of cold weather clothing. The company will replace worn out clothing on the same cost sharing basis no more often than once every two (2) years. Employees shall be solely responsible for lost or misplaced clothing and for clothing damaged other than by reasonable wear and tear.

34.6 When transportation is provided to employees by the employer, the appropriate safety standards shall be observed.

34.7 The parties agree to give proper attention to

the health and safety of employees. To this end, there shall be a safety committee made up of Company and Union representatives.

ARTICLE 35

Posting of Schedules

- 35.1 Each employee's schedule for any week shall be posted as early as possible, but in no event later than 12:00 noon on the Tuesday, two (2) weeks prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time.
- 35.1.1 Each employee's schedule shall state clearly the daily starting time, finishing time, days off and meal periods. An employee's scheduled days off, can be changed up to seven (7) calendar days before the days in question. Any work scheduled on a posted day off shall fall under the provisions of Article 39.
- 35.1.2 In the event that an employee's schedule for any week is not posted in accordance with Article 35.1 and 35.1.1 the previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of the Collective Agreement.

- 35.2 Employees shall have the right to refuse to work a permanent midnight shift, however, if all qualified employees in the job classification refuse to work, the Company may assign the work to the most junior employee within that job classification.

ARTICLE 36

Change of Starting Time

- 36.1 Notice of change in starting time shall be given as much in advance as possible, but not later than 16:00 of the last working day of the employee prior to the day of the change. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.
- 36.2 Prior to going on leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be re-scheduled later but not earlier than the pre-arranged time. The Company must make a reasonable effort to notify the employee of such

change. The Company shall be considered to have made a reasonable effort when a registered letter of notification has been mailed to the employee's normal mailing address designed to arrive prior to the pre-arranged reporting time.

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

36.4 It is the intent of the foregoing to ensure that each employee shall be apprised of his daily work schedule at the earliest possible time.

ARTICLE 37

Lateness

37.1 An employee who reports late at his work or for a tour of duty may be subject to a reduction in pay in the following manner when such lateness is not due to an unusual circumstance beyond the control of the employee:

37.1.1 Between three (3) and fifteen (15) minutes - fifteen (15) minutes pay.

- 37.1.2 Between fifteen (15) and thirty (30) minutes - one-half ($\frac{1}{2}$) hour's pay.
- 37.1.3 Between thirty (30) and forty-five (45) minutes - forty-five (45) minutes pay.
- 37.1.4 Between forty-five (45) minutes and one (1) hour - one (1) hour's pay.
- 37.1.5 If an employee is more than one (1) hour late he shall be permitted to start work subject to the above deductions, unless that employee is instructed to the contrary by his supervisor in writing or verbally by his supervisor and then subsequently confirmed in writing by the supervisor within forty-eight (48) hours after the occurrence in question.
- 37.2 Notwithstanding any of the above, no pay shall be deducted from an employee when he is late provided that the said employee has arranged for another employee to perform his duties until such time as the employee in fact reports for work. It is understood that the employees shall not make it common practice to arrange for other employees to assume their duties due to lateness and that such arrangements shall only be made infrequently.

ARTICLE 38**Days Off**

- 38.1** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Article 38.5, there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.
- 38.2** An additional day off is defined as twenty-four (24) hours plus the turn-around period, where applicable, i.e. where the day off in question is not scheduled conterminously with regular days off as defined in Article 38.1 and shall be scheduled at a mutually agreeable time. The additional day off shall be clearly indicated on the posted schedule.
- 38.3** There shall be two (2) consecutive days off in each work week. The Company shall make every effort to schedule the days off on weekends as frequently as possible and will endeavour to avoid requiring an employee to work more than two (2) weekends in a row. The Company may average these weekends off over a three (3) month period. However, an employee must receive a minimum of

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five (5) weekends (Saturday and Sunday) off during each three (3) calendar months. Where an employee does not receive a minimum of five (5) weekends off during each calendar quarter, commencing on January 1st in each year, such employee shall receive, in lieu of any such missed weekends, a penalty computed at one-half ($\frac{1}{2}$) his basic rate for regular hours worked on such weekend. Such penalty shall not be deemed overtime or part of basic pay.

38.3.1 The Company may hire employees to work consecutive weekends. The successful applicant shall be so advised in writing. Such employees shall not be entitled to the weekends off provisions of Article 38.3.

38.4 The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

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

ARTICLE 39

Work On A Day Off

- 39.1** An employee may refuse to work on his scheduled day off. When all employees in the job classification refuse work on their day off, the most junior person on a day off within that job classification may be assigned. No employee except the most junior qualified employee, in exercising the foregoing right of refusal will be penalized for refusing to work on a scheduled day off.
- 39.2** When an employee works on a scheduled day off, in accordance with Article 39.1, work performed on that day shall be compensated as follows:
- 39.2.1** If work is performed or credited on one day off in a week, time and one-half ($1\frac{1}{2}$) computed separately from the work week for all hours worked with a minimum credit of eight (8) hours.
- 39.2.2** If work is performed or credited on any days off scheduled conterminously to his first day off, and work was performed or credited on such first day off, double (2) time computed separately from the work week for all hours worked on this day(s), with a minimum credit of eight (8) hours.
- 39.2.3** If work is performed or credited on consecutive days off in different work weeks, (i.e. 4 consecutive days off), then any first day worked shall be paid at time and one half ($1\frac{1}{2}$) and any second,

third or fourth day off worked in those four (4) days shall be paid in accordance with Article 39.2.2.

39.2.4 Should the hours worked or credited on a day off exceed eight (8) hours, all time worked or credited in excess of eight (8) hours, [but less than twelve (12) hours] will be paid at an additional one-half ($\frac{1}{2}$) the basic rate over and above the rates contained in Article 39.2.1 and 39.2.2.

39.2.5 Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) will be paid at an additional one (1) times the basic rate over and above the rates contained in Article 39.2.1 and 39.2.2.

Hours worked/ Credited	Art. 39.2.1	Art. 39.2.2
0 – 8	1 $\frac{1}{2}$ basic	2 basic
8 – 12	2 basic	2 $\frac{1}{2}$ basic
over 12	2 $\frac{1}{2}$ basic	3 basic

39.3 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given not later than 16:00 of the previous work day. If such notice is not given, the employee shall receive four (4) hours pay at the basic rate.

ARTICLE 40**Meal Periods**

- 40.1 First Meal Period:** To all tours of duty a first meal period of sixty (60) minutes shall be assigned beginning not earlier than the third hour of such tour and ending not later than the end of the sixth (6th) hour of such tour.
- 40.1.1 First Meal Period News:** Photographer/ENG, News Reporter/Anchor, Sports Reporter/Anchor, and Assignment Editor/Writer shall receive an inclusive first meal period of thirty (30) minutes and shall be assigned not beginning earlier than the third (3rd) hour of the tour of duty and ending not later than the end of the sixth (6th) hour of the tour of duty. The normal tour of duty for those receiving a thirty (30) minute meal break shall be eight (8) hours.
- 40.1.2** Where a first meal period is displaced outside the time defined in Article 40.1, displacement shall be calculated from the start of the originally scheduled meal period until the meal is actually received. Where a meal period has not been scheduled it shall be deemed to have been scheduled from the start of the fifth (5th) hour.

40.1.3 The penalty for first meal displacement shall be 0.5 times the employee's basic rate of pay for the duration of the displacement. For a displacement of one hour or less the penalty paid shall be for a minimum of one hour. For a displacement of more than one hour, the penalty paid shall be in one-half hour increments for each half-hour or part thereof.

40.2 Second Meal Period: A second meal period of not less than thirty (30) minutes shall be assigned in tours of duty of ten (10) hours or more. The second meal shall be assigned so as to be completed before the end of the third hour of overtime.

40.2.1 Where a second meal period is displaced so as not to have been completed by the end of the third (3rd) hour of overtime, a meal displacement penalty of one-half hour at the basic rate shall be paid.

40.3 Subsequent Meal Periods: A subsequent meal period of not less than thirty (30) minutes will be assigned within the third (3rd) hour after the completion of a prior meal period.

40.3.1 Where a subsequent meal is displaced so as not to have been received three (3) hours following a previous meal, a meal displacement penalty of one-half hour at basic pay shall be paid.

40.4 Except where the Company provides and pays

for the meal in a time-frame that overlaps the meal window period, Article 40.1, 40.2 and/or 40.3 meal displacement penalties shall be paid.

- 40.4.1** If a meal encroachment is fifteen (15) minutes or less, no penalty shall apply.
- 40.4.2** Meal displacement shall be calculated for each meal period and where displacements overlap, meal displacement allowances shall compound.
- 40.5** Unless the Company provides and pays for the meal, six dollars (\$6.00) shall be paid to compensate for the cost of the second and each subsequent meal whether such meal is received or not.
- 40.6** In the event a remote location is so situated that facilities to obtain an appropriate meal are readily available for the crew during their assigned meal period, the Company shall:
- a:** Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or
 - b:** At the Company's expense, furnish the crew with an appropriate meal.
- 40.6.1** In the event a remote location is so situated that no facilities are readily available for the crew

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during their assigned meal period the Company may give advance notice to an employee that he will be required to provide his first meal. Such notice must be given not later than twenty-four (24) hours prior to the start time of the employee for the day in question.

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

ARTICLE 41

Break Periods

- 41.1 The past practice with regard to break periods during a normal tour of duty shall continue.
- 41.2 On a tour of duty of more than eight (8) hours an employee shall not be required to work more than three (3) hours without receiving a break period.

ARTICLE 42

Overtime

- 42.1 Except for employees on priority call,

Hours worked/credited	Payment
0 – 8	Basic
8 – 12	1 ½ x basic
12 – 16	2 x basic
over 16	2 ½ x basic

employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty-eight (48) hours of the schedule being posted. Furthermore, the employee shall have the right to refuse any overtime scheduled or assigned thereafter. No employee, except for employees on priority call, in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

Should no employee(s) at the job site in the job classification (5.1.1) be willing to work overtime, the most junior employee(s) on site or off site within the classification may be assigned. In the case of work or an assignment of a continuing nature, the employee who has been assigned to the work may be required to extend their shift and perform the overtime.

42.2 When an employee works overtime in accordance with Article 42.1 such overtime hours shall be compensated as follows:

42.2.1 All time worked or credited in excess of eight (8) hours [but less than twelve (12) hours] in one (1) day, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate of the employee, computed separately from the work week.

42.2.2 Should the time worked or credited exceed twelve (12) hours, all hours worked or credited in excess of twelve (12) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate over and above the rates contained in Article 42.2.1.

42.2.3 Should the time worked or credited exceed sixteen (16) hours all hours worked or credited in excess of sixteen (16) will be paid at an additional

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one-half ($\frac{1}{2}$) times the basic rate over and above the rates contained in Article 42.2.1.

Article 42.3 not illustrated in recap

- 42.3** Employees involved in unscheduled overtime or unscheduled work on a day off (i.e. overtime, or work on a day off, which is scheduled and/or worked without notice being given to the employee by 16:00 on the employee's last working day prior to the day involved) will be paid at one-half ($\frac{1}{2}$) the basic rate, in addition to any other payments received under this agreement for all such time scheduled and/or worked.
- 42.3.1** ENG Camera, News/Sports Announcers, and News/Sports Reporters will not be paid an additional penalty for the first hour of unscheduled overtime if such overtime is a direct result of an unexpected event (events of major political, economic, or social importance of which the Company had not or could not be expected to have prior knowledge).
- 42.4** All overtime must be authorized by a department supervisor in order to qualify for compensation.

ARTICLE 43**Call-Back**

- 43.1** An employee called back to work shall be paid at the time and one-half ($1\frac{1}{2}$) rate with a minimum credit of four (4) hours including a thirty (30) minute travelling period. If call-back is extended over four (4) hours the additional hours will be paid at the double (2) time rate. Call-back shall be computed separately from the work week. The above payment shall not be made where News Reporter/Anchors or Sports Reporter/ Anchors are required to correct or recut their stories because of a factual inaccuracy of which the reporter should have been aware.
- 43.2** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty is called back to perform further work on the day in question.
- 43.3** An employee on call-back shall not be required to work more than three and one-half ($3\frac{1}{2}$) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Articles 40 and 41 shall apply.
- 43.4** Where ENG Photographers are provided with a permanently assigned Company news vehicle they

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shall be on call and shall respond to calls on a rotating priority basis. Where an employee is absent on vacation or on an approved leave of absence, the Company may require the vehicle to be returned for the period of such a leave. Company vehicles will not be taken out of the province except on Company approved business.

43.5 Photographer/ENG on priority call who is called in to work on a scheduled day off shall be paid in accordance with Article 39 and Article 42.3 shall not apply.

43.6 The ENG Photographer on priority call shall be required to respond to a page at any time during their on-call period. Other ENG Photographers may respond to a page, however, it is agreed such response shall be on a voluntary basis.

ARTICLE 44

Turn-Around Period

44.1 A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

44.2 All time scheduled or worked, including any meal period, within twelve (12) hours of the actual

end of the previous tour of duty shall be compensated by one of the following premiums in addition to the basic rate of pay.

44.2.1 Where the period of time off duty is eight (8) or more hours but less than twelve (12) hours, one-half ($\frac{1}{2}$) times basic.

44.2.2 Where the period of time off duty is four (4) or more hours but less than eight (8) hours, one (1) times basic.

44.2.3 Where the period of time off is less than four (4) hours, one and one-half ($1\frac{1}{2}$) times basic.

Recap

Hours Between Stop and Start Time	Compensation
0 – 4	1 $\frac{1}{2}$ times basic rate
4 – 8	1 times basic rate
8 – 12	$\frac{1}{2}$ times basic rate

44.3 No payment shall be made for the following encroachments:

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44.3.1 On a shift where an employee is released from duty for the entire tour of duty to attend negotiation or grievance meetings with Management.

44.3.2 On a swing in shift, in a regular rotating shift pattern, which has been approved by the Union, and occurs in conjunction with an employee's scheduled days off.

ARTICLE 45

Night Differential

45.1 When an employee works between 01:00 hours (1:00 a.m.) and 06:00 (6:00 a.m.) all hours shall be additionally compensated for at varying rates according to the following scale:

Between the hours of:	Rate per hour:
01:00 - 03:00	\$2.50
03:00 - 06:00	\$4.50

Night differential shall not be deemed overtime or part of basic pay.

ARTICLE 46

Expenses and Automobiles

- 46.1** The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.
- 46.2** It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory, and he may at his discretion decline to do so. If any employee declines to use his vehicle in executing the business of the Company, the Company shall have the right to request another qualified employee in the bargaining unit to do so.
- 46.2.1** The Company agrees to supply employees with transportation or a vehicle when said employee performs his daily job function away from the Company premises and does not wish to use his own vehicle. The Company also agrees to maintain vehicles it owns or leases at a roadworthy level.
- 46.2.2** If an employee is authorized to use the employee's own automobile for transportation in connection with work related duties, the employee shall be compensated at a rate of forty cents (\$0.40) per kilometre, with a minimum of three dollars and fifty cents (\$3.50) for each round trip or one-way trip to a location that would complete the employee's tour of duty.

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46.2.3 When an employee on Company business is involved in an accident resulting in damage to his car, and the amount of damage cannot be recovered from any other person or persons, the Company agrees to re-imburse the employee to a maximum of \$250.00, such amount being regarded as the deductible amount on the employee's car insurance policy. Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

46.2.4 The Company shall notify on commencement of employment that the said employee may be required to occasionally use his vehicle on Company business. The Company must advise each employee that personal insurance rates may increase and agrees to re-imburse him for any additional premiums charged above the "pleasure only" rates.

46.3 An employee shall be reimbursed for all parking expenses while on Company business.

ARTICLE 47

Travel Conditions

47.1 When an employee travels out-of-town (as

defined in Article 48) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty.

- 47.2** When an employee's travel time on an out-of-town assignment extends beyond his/her tour of duty, such time shall be compensated as hours of work.
- 47.3** For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed.
- 47.3.1** When the employee departs from his home for travel by common carrier, from one hour before departure of the common carrier.
- 47.3.2** From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment.
- 47.3.3** From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.
- 47.3.4** From the assigned hour of departure from his/her lodging when an employee is using overnight accommodation.

- 47.3.5** When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, an economy class seat on a regularly scheduled commercial airline is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have sleeping facilities, full time credit shall be allowed.
- 47.3.6** When travel is by charter transportation, from the Calgary International Airport, from the assigned report time.
- 47.4** Time credited for the return journey under the above conditions will be computed in the same manner.
- 47.5** The Company agrees to maintain adequate liability insurance on all vehicles owned and rented by the Company which it requests any employee to drive.
- 47.6** When an employee is required to work at a studio or remote location other than his/her normal place of employment, he/she shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote

location and return.

47.7 When an employee is assigned to an out-of-town location where he/she is required to remain overnight, the Company will provide, if available, reasonable single room accommodation with a shower and/or bath.

ARTICLE 48

Location Definition and Expenses

48.1 For the purpose of this Agreement the following definition of "location" shall apply:

48.1.1 "Local" location is considered to be any point within a fifty kilometre radius of the Company's offices.

48.1.2 "Out-of-town" location shall be any point beyond the limits defined as "Local" location.

48.2 Employees on "Local" photographic assignments shall receive an expense allowance to cover the cost of first (1st) meals in the amount of six dollars (\$6.00) for each such meal. This expense allowance shall only be paid if no other meal penalties apply.

48.3 Employees who are assigned to an out-of-town location and are provided overnight accommodation shall receive per diem to cover the cost of meals and personal expenses for each completed twenty-four hour period in the amount of \$47.00.

In addition:

- (a) Hotels - payment will be for actual expenses
- (b) Air Travel - economy air fare
- (c) Ground Transportation - airport limousine or bus shall be used where available, otherwise actual taxi expenses will be paid.

Where travel and overnight accommodation is required in the United States the per diem rate shall be paid in United States dollars at the then current rate of exchange. Where travel is required outside Canada it shall be the employee's option to accept per diem or submit actual expenses.

48.3.1 When an employee is assigned to an out-of-town location where the employee is not required to remain twenty-four (24) hours or more, the company shall pay following meals compensation:

Breakfast	\$10.00
Lunch	\$14.00

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Dinner \$20.00

This provision shall only apply when the employee is out of town on assignment during the time of the employee's normally assigned meal periods.

48.3.2 Breakfast compensation will only be paid where the tour of duty begins in an out-of-town location.

48.4 Employees on remote assignments shall be reimbursed upon presentation of proper accounts and receipts, for all reasonable expenses incurred while on Company business.

48.5 Where an employee requires an advance to cover travelling and location expenses, the employee shall apply for such advance as far ahead as the employee's scheduled departure time as is practical. An employee who has incurred expenses shall submit an accounting of expenditures and accompanying receipts within five (5) days of the employee's return.

ARTICLE 49

Vacations

49.1 Except as modified by subsequent clauses of

this Article, employees shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

49.1.1 Employees' vacation pay will be their basic rate at the time the vacation is taken.

Service: Seniority as defined in Article 18 computed as of June 30 th each year	Duration of vacation in working days	Payment
Start – 6 months	5/6 days/mo.	4%
6 – 12 months	15 days/year	6%
12 – 72 months	15 days/year	6%
72 – 239 months	20 days/year	8%
240 months & over	25 days/year	10%

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Payment: % of gross earnings since July 1st of previous year to June 30th of current year to be paid within two (2) weeks of completion of vacation credits.

- 49.1.2** Part-time employees shall be paid the appropriate % of gross earnings as per 49.1.1 from July 1st of the previous year to June 30th of the current year to be paid by July 15th.
- 49.2** Every employee shall be entitled to have all of his vacation period consecutively unless requested otherwise by the employee and approved by the Company.
- 49.3** In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the end of the vacation.
- 49.4** An employee will be entitled to begin and end his vacation in conjunction with his days off, plus any additional days resulting from the activation of Article 49.3.
- 49.5** Employees shall have the right to take their vacations throughout the calendar year subject to Management approval. Where there is a conflict within a job function as listed in Article 5.1.1 Company seniority shall apply. Each employee's

application shall be submitted in writing on the form prescribed by the Company prior to April 15th for the 12 month period commencing the following July 1st. Vacation schedules for the same period will be posted by May 1st.

49.5.1 Employees who do not submit a vacation request by March 30th of the applicable vacation period may have their vacation assigned by the Company.

49.5.2 An employee's vacation, once posted in accordance with Article 49.5, shall not be rescheduled except by mutual consent.

49.6 Upon termination of employment an employee (or his estate in the case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previous June 30th, plus pay for any vacation period previously earned but not taken.

49.7 In special circumstances and with the leave of the Company, employees shall be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year such that their maximum entitlement in any vacation year is 6 weeks.

49.8 In the event that an employee desires leave without pay, he shall apply in writing to the Company, stating the reason for such leave. An employee will not suffer loss of seniority, but vacation, pension and other contributory benefits tied to income will be re-calculated on a pro-rata basis.

ARTICLE 50

Legal Holiday and Payment

50.1 The following shall be paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria (Empire) Day
- Canada Day
- Citizen's Day (1st Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

If any additional day is proclaimed as a public holiday by the Federal Government, it shall replace a day from the above list.

50.1.1 If any of the above days fall on a Sunday and

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the day following is proclaimed a holiday by Federal, Provincial or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

- 50.1.2** If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal pay for such day so that his basic monthly income will not be affected.
- 50.1.3** If a holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half ($2\frac{1}{2}$) times his basic rate (which amount shall include his basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half ($\frac{1}{2}$) times the basic hourly rate, and where applicable, the hours worked and/or credited shall be subject to any or all provisions of Article 42.1, 42.2.2 and 42.3.
- 50.1.4** If the holiday falls on a scheduled day off he shall receive one (1) additional day's pay for that week unless in lieu of such pay one (1) additional day off is given which is contiguous to the holiday or to the weekend in which the holiday occurs.
- 50.1.5** If the holiday falls on a scheduled day off and an employee is required to work, he shall receive three (3) times his basic rate, with a minimum

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credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic hourly rate; and where applicable the hours worked and/or credited shall be subject to any or all provisions of Article 42.1, 42.2.2 and 42.3.

Hours worked/credited	Article 50.1.2	Article 50.1.3	Article 50.1.5
0 – 8	8 hrs x Basic	$2\frac{1}{2}$ x Basic	3 x Basic
8 – 12 hrs	_____	3 x Basic	$3\frac{1}{2}$ x Basic
Over 12 hrs	_____	$3\frac{1}{2}$ x Basic	4 x Basic

Recap shows calculation exclusive of basic rate.

50.2 When the Company and the Union agree to move a holiday to a date different from the scheduled date, all holiday premiums and penalties will be earned on the new agreed date.

ARTICLE 51**Scheduling of Christmas and New Year's
Holidays**

- 51.1 Before November 15th of each year the Company will ascertain the wishes of the employees regarding the scheduling of Christmas and New Year's Holidays.
- 51.2 These Christmas and New Year's Holiday schedules shall be posted not later than the 30th of November.
- 51.3 An employee shall be scheduled off on either:
- (a) Christmas and Boxing Day
 - or
 - (b) New Year's Day

if requested by the employee and the employee shall not be scheduled past 6:00 p.m. on the eve of the holiday which he receives off. In the event of conflict between employee requests, the senior employee shall be given preference.

ARTICLE 52**Sick Leave**

- 52.1** An employee who is absent because of illness or accident shall receive sick leave computed on the basis of one and one quarter (1-1/4) working days credit for each month of Company seniority for a maximum credit equivalent to fifteen (15) working days within the calendar year, cumulative from year to year to a maximum credit of 130 working days, provided that the employee complies with the following requirements:
- 52.1.1** When taken ill he shall notify his Department Head at the earliest possible opportunity.
- 52.1.2** The employee shall offer proof satisfactory to the Company of his illness, if requested to do so by the Company.
- 52.2** Absence because of illness or accident shall not interrupt an employee's vacation credits or seniority earned under the Agreement.
- 52.3** In the event an employee becomes entitled to monthly indemnity under the Company's Long Term Disability Plan, he shall be entitled to apply any unused sick leave over and above such indemnity to maintain full regular income until such sick leave has

been entirely used.

52.4 The plan guarantees a minimum benefit of 66 2/3% of insured earnings up to fifteen (15) weeks for each separate period of disability. Successive periods of absence due to the same or related causes separated by less than one (1) month of active employment may be considered as one period of disability.

ARTICLE 53

Health and Welfare Plans

53.1 The Company agrees to pay one hundred percent (100%) of the cost of the Company Group Life Plan and will continue the benefits so provided. In the event that the existing plan is changed, replaced or amended the Company agrees that it will continue to pay one hundred percent (100%) of the cost and provide benefits no less favourable than those provided at the date of signing of this Agreement.

53.2 The Company agrees to pay 100% of the premiums relating to the Company's dental and optical plans.

53.3 An employee with at least one (1) year of seniority shall be entitled to maternity or adoptive

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leave pay of two weeks basic pay payable as at the time the employee commences maternity leave.

53.3.1 An employee with at least one (1) year of Company seniority shall be entitled to paternity or adoptive leave of three (3) days with no loss of pay or benefits commencing the day of the birth or adoption.

53.4 Every employee who has completed six months of continuous service with the Company is entitled to and shall be granted a leave of absence without pay from employment as follows:

53.4.1 Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks following the actual day of delivery.

53.4.2 Subject to Article 53.5, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing as the employee elects,

- (i) in the case of a female employee,
 - (a) on the expiration of any leave of absence from employment taken by her under Article 53.4.1,
 - (b) on the day the child is born, or
 - (c) on the day the child comes into her actual care and custody, and
- (ii) in the case of a male employee,
 - (a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 53.4.1,
 - (b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
 - (c) on the day the child is born, or
 - (d) on the day the child comes into his actual care and custody, and

- 53.4.3** Subject to Article 53.5 below, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.
- 53.4.4** During maternity or adoptive leave as described in Article 53 the Company shall continue to pay 100% of the cost of the Medical Plans outlined in Article 53.
- 53.5** The aggregate amount of leave taken from employment that may be taken by two employees under Articles 53.4.2 or 53.4.3 in respect of a birth or adoption of any one child shall not exceed twenty-four (24) weeks.
- 53.6** Every employee who intends to take a leave of absence from employment under Article 53.4 shall,
- (a) give at least four weeks notice in writing to the employer unless there is a valid reason why such notice cannot be given, and
 - (b) inform the employer in writing of the length of leave intended to be taken.
- 53.6.1** Every employee who intends to take or is on

leave of absence from employment under Article 53.4 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.

53.7 Subject to Article 53.5 the Company shall not require an employee to take a leave of absence from employment because the employee is pregnant, unless the employee is unable to perform an essential function of her job and no appropriate job is available for that employee. The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

53.7.1 A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

53.8 The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under Article 53.4 shall accumulate during the entire period.

53.9 Any other issue respecting maternity leave

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shall be dealt with in accordance with the provisions of the Canada Labour Code Part III.

53.10 There shall be a joint Company/Union benefits committee comprised of two (2) representatives of each party. The committee shall meet at least once annually, or more often if requested by either party, to review the benefit plan and consider changes or improvements.

53.11 Any changes to the benefits plan during the term of this agreement must be agreed to by a majority of the committee and subject to the ratification of both parties to this collective agreement.

53.12 The cost incurred by the Company in the administration of the benefits and short-term disability plan shall not be charged against the level of contributions by the Company to the plan and shall be an extra cost to be borne by the Company.

ARTICLE 54

Pension

54.1 The Company Pension plan in existence at the signing of this Collective Agreement shall be kept in force for the term of this Agreement. Each employee enrolled in the aforementioned Pension Plan shall receive annually an audited statement of his status in the plan.

54.1.1 Each employee must join the pension plan after one year's employment. Any employee who was not in the pension plan by January 1, 1986 and was past his thirtieth birthday by that date must remain out and has lost his right ever to join the plan.

54.2 The parties hereto shall meet during the term of this Agreement to discuss changes and/or improved benefits in the Pension Plan.

ARTICLE 55**Compassionate Leave**

55.1 When an employee is required to be absent due to death in his immediate family, i.e. legal guardian, husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, common law spouse, grandparents, he will be granted compassionate

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leave of absence with pay up to three (3) days, for the purpose of arranging/ attending the funeral.

55.1.1 When travelling time is required, up to two (2) additional days with pay shall be granted.

55.2 The Company at its discretion will continue the past practice of granting time off to employees for medical, dental and eye appointments where reasonable notice is given. Time off to attend such appointments shall not automatically extend the employee's tour of duty that day nor shall overtime or penalty provisions apply during that tour of duty until the employee has actually worked the equivalent of his regular tour of duty.

55.3 The employer will consider requests for specified leave for emergencies, e.g. birth of a child, critical illness in the immediate family, however, payment for such leave will be at the sole discretion of the employer. Such leave, where granted, shall not be classified as part of an employee's annual vacation or sick leave.

ARTICLE 56

Jury Duty

56.1 Employees called to serve on juries or to obey a Crown Subpoena shall receive their regular salaries during such periods.

ARTICLE 57

Education, Seminars, Etc.

57.1 When an employee is advised by the Company to attend seminars, educational courses, etc., pertaining to the television industry, he shall receive eight (8) hours base pay for a whole tour or more, or his basic hourly rate for hours involving less than a full tour. It is agreed that Article 39, Article 40.4, Article 42, and Article 44 shall be waived to allow an employee to attend classes of instruction, seminars, etc. pertaining to the television industry. The Company shall, after prior approval, reimburse an employee for fees paid by the employee for any courses taken on his own time pertaining to the television industry. It is agreed that the Union can terminate this article upon ten (10) days notice to the Company in the event that the Union feels the intent of this article is being misconstrued. The Company shall have the right to terminate this article upon ten (10) days notice to the Union.

ARTICLE 58**Existing Benefits**

58.1 The Company recognizes that employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein. The Company agrees not to alter or change these benefits except as they may be specifically amended herein, in such manner as to discriminate against employees in the bargaining unit. The Company further agrees it shall not alter a classification for the sole purpose of removing it from the bargaining unit.

ARTICLE 59**Classification Changes**

59.1 The parties agree to maintain a Classification Committee, which shall meet jointly, as required, to discuss job descriptions and classification matters. The Committee shall be comprised of three (3) Union members and three (3) Company members.

59.2 Where a new job classification is created or **deleted** either party may refer the matter to the Classification Committee for discussion and resolution of any differences that may arise with

respect to the job title and/or rate of pay.

- 59.3** Should the Committee fail to resolve the differences between the parties, such issues that remain unresolved may be referred by either Party to binding arbitration. The cost of the arbitrator shall be paid by the Union. The selection of the arbitrator will be by mutual consent.

ARTICLE 60

Duration of Agreement

- 60.1** This Agreement shall be effective on September 1, 2001 and shall remain in force until August 31, 2006 and from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of their intent to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until a lawful strike or lockout is executed pursuant to the provisions of the Canada Labour Code, whichever first occurs.
- 60.2** If such notice of desire to modify this

Agreement is given as specified above, (Article 59.1), a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation. If the resultant negotiations extend beyond the expiry date of this Agreement all provisions of the new Agreement shall be retro- active to such expiry date.

60.3 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds those 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 are now or hereafter 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 law.

APPENDIX A

Personal Harassment Policy

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The Company and the Communications, Energy and Paperworkers Union are committed to providing a workplace environment that is free from all forms of discrimination, personal and sexual harassment. Harassment of any kind violates the dignity and self-esteem of its victims, can negatively affect workplace stability and will not be tolerated.

The Company will make every possible effort to ensure that no employee is subjected to discrimination or harassment of any kind during the course of their employment. Complaints about harassment/discrimination will be dealt with in a serious manner. To this end, the Company encourages all employees to read and be familiar with the Company's policy on "Sexual Harassment and Non-discrimination.

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LETTER OF AGREEMENT #1

It is agreed that both parties recognize that when producing on-air local programming, Guest Hosts may be required for their expertise on a particular subject matter. Guest Hosts will not be engaged for the production of News and Current Affairs programming.

LETTER OF AGREEMENT #2

It is agreed by both parties to this agreement that any bargaining unit employee except ENG Photographers on priority call may be asked to carry a "pager" during his "off" hours and may agree to do so, but such agreement will be on a strictly voluntary basis. It is further agreed that no employee will be disciplined or penalized for either refusing to carry a "pager" during their off hours, or not responding to a "page" in any particular instance.

LETTER OF AGREEMENT #3

The parties agree that the Company may use the services of non-bargaining unit personnel, who will have access to Company equipment and facilities, for specific work projects of a fixed duration. It is agreed that full-time bargaining unit personnel will not directly or indirectly be displaced as a result of implementation on this letter. Such work projects shall include independent productions, commercial ventures and other revenue generating projects which might otherwise not be obtainable by the Company. The intent is to allow the Company to be competitive in these areas, and is not intended in any way to affect the security of members covered by the collective agreement. In all such endeavors the Company shall attempt to make maximum use of bargaining unit members.

The Company agrees to pay dues to the Union for any non-bargaining unit personnel used under the terms of this letter, who perform work that would fall within a job classification contained in the agreement. Dues shall be calculated at the current rate applied to bargaining unit employees, based on top-of-scale rate for the job classification.

The Company will inform the Union of any project or production that is being contemplated under this

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letter prior to any agreement being signed. Further, it is understood and agreed that this article may be cancelled by either party with 30 days notice. For any project where a signed agreement exists, and the Union was notified in advance, such projects will be allowed to continue to completion for a maximum period of 12 months.

LETTER OF AGREEMENT #4

The Company undertakes that during the term of this collective agreement, it will not establish a production facility remote from Calgary Television Centre.

LETTER OF UNDERSTANDING #5**ANCHOR/REPORTERS**

- 1) The Parties recognize that certain employees in the Anchor/Reporter job classification may be featured in promotional material of the Company. This letter of Agreement applies to such employees, termed "Anchor/ Reporters" in this letter.
- 2) All terms and conditions of the Collective Agreement continue to apply to Anchor/Reporters.
3. Anchor/Reporters may negotiate individual agreements with the Company providing that any such terms do not alter, amend, or contradict any terms of the Collective Agreement, except as follows:
 - a) The Anchor/Reporter's salary must be 10% above top of scale Group 14.
 - b) Any non-competitive or restrictive covenant shall not exceed six months after the end of any such agreement.

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- c) The employee must give the Company a minimum of three months notice of their intention to leave the Company.
 - d) The Company will provide the employee with a minimum of three months notice of their intention to remove the employee from the Anchor/Reporter position.
 - e) If the Anchor/reporter ceases to be an Anchor/reporter, the employee shall have the option to:
 - i) To receive the lump sum severance payment outlined in their individual Anchor contract, if applicable, and forfeit all rights and privileges under the Collective Agreement.
 - ii) exercise all rights and privileges under the Collective Agreement.
4. Any individual agreements under paragraph 3 will survive the end of one collective agreement and the commencement of the replacement collective agreement.
5. The individual Anchor/Reporter contract shall be supplied to the CEP National Representative in Vancouver. Upon receipt, the CEP will have

two (2) business days to object to any terms of the agreement. The contents of these agreements shall be deemed to be strictly confidential and may not be disclosed by the Union.

LETTER OF UNDERSTANDING #6
RE: TRANSFER OF WORK

Notwithstanding the provisions of Article 26, where the Company transfers or assigns bargaining unit work to a Global facility, or to any CanWest print media facility and where this results in the direct or indirect displacement of bargaining unit employees, said employees shall retain bumping rights in accordance with Article 23. In addition to the foregoing the following provisions shall apply:

Where there is mutual agreement between the Company and the employee, option (a) or (b) may be exercised:

- a) Where the Company offers alternative employment, the employee may accept a transfer to another job classification and shall receive appropriate and adequate training. It is agreed that no other bargaining unit persons will be displaced as a result of exercising this option.
- b) The Company may offer the opportunity to relocate to a related Company. Where this option is exercised full severance and reasonable relocation expenses shall be paid.

Where mutual agreement with respect to options (a)

or (b) cannot be achieved, the employee affected shall receive the following severance package:

- 1) 3 months notice and 3 months pay in lieu of notice
- 2) a severance payment of 4 weeks per year of service and pro-rated for partial year of service to a maximum of 78 weeks.
- 3) A retraining or equivalent benefit of \$5000 for employees with 1 to 24 years of service and \$7500 for employees with service of 25 years or more.

The above severance will be offered to those employees affected with first right of refusal to the department affected on a seniority basis and subsequently on a seniority basis throughout the remainder of the bargaining unit. Employees choosing to accept the severance package must notify the Company within two weeks.

In the event that those employees who are directly or indirectly affected wish to retain their employment, the Company agrees to offer the package to any department, on a seniority basis, that the affected employee believes represents a reasonable opportunity for successful retraining. Vacancies created by this process shall be filled, on a seniority

basis, by those wishing to retain their employment and they shall be provided reasonable and adequate training. The individual shall have 3 months to demonstrate proficiency to an acceptable level. The training period and the demonstration of proficiency shall occur prior to but not exceed the 3 months notice period as described in (1) above. If additional training time is required the employee may utilize additional time drawn from the 3 month payment in lieu of notice period.

Any employee that volunteers to take a severance package in order for someone else to retain their employment shall remain at work during the trainee's training period and shall only receive the package if the trainee successfully completes the training period.

If no other employees choose to accept the severance package or if the individual does not achieve proficiency they must accept the above severance package.

It is understood employees who accept the above package shall relinquish all re-engagement rights and re-call rights and shall be considered terminated.

This letter of understanding continues during the term of this collective agreement, including any extended term under article 60.I.

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IN WITNESS WHEREOF THE PARTIES HERETO
HAVE CAUSED THIS AGREEMENT TO BE
EXECUTED BY THEIR DULY AUTHORIZED
REPRESENTATIVE ON THIS _____ DAY OF
A.D., 1998.

Communications,
Energy and Paperworkers
Union

CICT A Division of
Global Television
Network Inc.

Robert J. Lumgair

Chris McGinley

Wayne Siebel

Dave Budge

Dolly Senger

Fraser Hiltz

Dave Bouchey

Dan Gold

TAB 2

This is Exhibit 2 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

BETWEEN

CANWEST MARITIME TELEVISION,
a division of Global Communications Limited
(in respect of MITV Employees at
Saint John, New Brunswick)

(hereinafter called "the Company")

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
(CEP) - CLC**

(hereinafter called "the Union")

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ARTICLE 1

INTENT

- 1.1 The general purpose of this Agreement is to:
- (a) maintain mutual satisfactory relations between the Company and its employees and promote their mutual interests;
 - (b) set forth the working conditions, hours of work and wage rates of the employees in the bargaining unit;
 - (c) to provide for the prompt disposition of grievances;

To this end, the Union and the Company agree to observe the provisions of this Agreement, and further, the Union agrees that it will assist the Company and its Supervisory personnel in bringing about a high level of efficiency on the part of all employees.

- 1.2 The Company agrees to instruct all members of its supervisory staff to co-operate with the stewards in carrying out the terms and requirements of 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 this Agreement.

ARTICLE 2

DEFINITIONS & EMPLOYEE CATEGORIES

2.1 **Employee**

The term "employee," as used herein, means an employee included in the Bargaining Unit or any person employed in a job function which the parties may, by mutual agreement, include in the Bargaining Unit.

Should the parties disagree on the inclusion or exclusion of a job classification in the Bargaining Unit, the matter shall not be the subject of a 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 masculine gender is used, it shall be understood to include the feminine gender.

2.2 **Bargaining Unit**

The Company recognizes the Union as the exclusive Bargaining Agent for all television employees employed at MITV, Saint John, New Brunswick as listed below:

All television employees of CanWest Maritime Television, a division of Global Communications Limited employed at Saint John, New Brunswick excluding:

- Station Manager
- Sales Manager
- Sales Persons
- News Director
- Business Manager
- Chief Engineer
- Confidential Secretary
- Technical Manager
- Operations /Production Manager
- Senior Producer
- Manager, Program Services

2.3 All employees covered by this Agreement shall be considered full-time permanent employees of the establishment except for the following categories.

2.3.1 Probationary Employee

The term “probationary employee” shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (520 hours for part-time employees), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hire for full-time employees (and a further 260 hours for part-time employees). The employee and the Union shall be advised, in writing, of any such extension and the reasons therefore. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefore shall be provided, in writing, to the employee and to the Union. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for its intention. It is understood that the employer may terminate a probationary employee during the probationary period or any extension thereof, and such termination shall be deemed to be for just cause.

2.3.2 Part-time Employee

Part-time employees may be hired in the classifications within the Bargaining Unit provided that:

- (a) the number of part-time employees shall be limited to one (1) such employee in each of the functional groups except that two (2) such employees may be hired in Group “A” and Group “E”; these limits shall not apply to part-time employees replacing full-time employees who are on annual vacation or approved leave;
- (b) part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned. Such employees shall be paid for a minimum of four (4) hours per day, to a maximum of twenty-four (24) hours per week. The maximum hours per week shall not apply when part-time employees are hired to replace employees who are on vacation, leave of absence, child care leave, prolonged illness or other special circumstances;

(c) all articles of the Collective Agreement shall apply to part-time employees with the following exceptions:

- Articles 4.6, 4.6.1 and 4.6.2

- Article 11 (except):

Article:	11.1.5
	11.2
	11.3 (except temporary)
	11.5 (unless employee does not qualify under the Pension Benefits Standards Act)
	11.6
	11.7

- Article 13.3

(except that part-time employees shall receive four percent (4%) of gross earnings for vacation pay and six (6%) percent when the employee qualifies for the same under the Canada Labour Code);

- Article 15.1;

- Article 18.4

(except that part-time employees shall receive six (6) months credit on the salary scales to which they are assigned for every one (1) year of services as a part-time employee;

(d) part-time employees who are subsequently hired as permanent staff without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours and their seniority and probationary period will be calculated accordingly;

(e) the Company will immediately notify the Union local, in writing, of the names of employees hired as part-time within the Bargaining Unit, and will state the classification into which the employee was hired and the reason for hiring the employee;

(f) it is agreed that part-time employees shall not be used to eliminate the need for additional full-time employees or to circumvent the provisions of this Agreement.

- 2.3.3 For the purpose of this Agreement the term "office employees" shall designate:

PBX Operator/Typist
Secretary

The term "supervisory employee" shall designate:

Producer/Director

The term "production and maintenance employees" shall designate all other employees in the Bargaining Unit except the office employees, and supervisory employees.

Amend Article 2.4 as follows:

- 2.4 Whenever the term "Group Seniority" is used in this Agreement, it shall denote any of the following groups of classifications:

Group A	- Jr. Newsperson
	- Newspaper
	- Sr. Newsperson
Group B	- News Assistant
Group C	- Technician
Group D	- Operator-TV
Group E	- Sr. ENG Operator
	- ENG Operator
Group F	- EFP Operator
Group G	-PBX Operator/Typist
Group H	- Secretary
Group I	- Producer/Director
Group J	- Sales/Promotions Co-ordinator
Group K	- Photojournalist
Group L	- Production Editor

- 2.5 A "working day" or "working days" with reference to 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 Statutory Holidays.

2.6 **Regular Weekly Salary**

Regular Weekly Salary shall mean remuneration an employee receives for his/her weeks' work, excluding talent fees, overtime and any other premiums or penalties.

2.7 **Basic Rate**

Basic Rate shall mean the regular weekly salary of an employee divided by the number of hours per week as defined by Article 15.

2.8 **Qualifications**

Whenever, in this collective agreement, the terms "qualifications", "occupational qualifications" or "qualified" are used, these terms shall be as established and/or determined by the Company. The Company, when establishing and/or determining qualifications shall do so in a bone fide and non-discriminatory manner.

ARTICLE 3

MANAGEMENT'S RIGHTS

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

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

- (a) to determine the location, number and size of plants;
- (b) to determine the supervision necessary to operate, the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- (c) to decide the number of employees and the operating schedule;

- (d) to select, hire, promote, transfer, layoff, suspend, discipline or discharge an employee for just cause and to maintain order and efficiency of the employees, subject to the right of an employee to file a grievance;
- (e) to make, alter and amend reasonable rules of conduct and procedure for employees;

All this subject to the limitations of this Agreement.

ARTICLE 4

UNION RIGHTS

4.1 **Union Membership**

Employees who are members of the Union at the time of signature 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.

Any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union.

4.2 **Dues Check-Off**

During the term of this Agreement, the Company agrees to deduct twice monthly from the salaries of the employees in the Bargaining Unit an amount equal to the uniform dues and assessments as levied by the Union. The deductions are to be based on the gross weekly earnings 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 gross earnings. The Company will be notified by Registered Mail of any changes in the present rate of deductions.

- 4.2.1 The Company agrees to remit the monies so deducted to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Company, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the Bargaining Unit who have left or joined the Company since the last payment.
- 4.2.2 The Union agrees to indemnify and save the Company harmless from any liability or action arising out of any deductions as a result of this Article from the wages of an employee and resulting from any irregularities committed by the Union or its officers.
- 4.2.3 The Union shall have the right to interview new employees on the Company premises, outside of working hours, for the purpose of joining the Union.
- 4.3 The Company shall notify, in writing, the acting Senior Executive of the local union, or his/her designee, with a copy to the Regional Office of the Union, of the following information:
- (a) the names, classifications and salaries of new hires;
 - (b) vacancies in a permanent job (where the same is to be filled);
 - (c) promotions and transfers;
 - (d) resignations and retirements;
 - (e) lay-offs;
 - (f) significant changes to primary duties, tasks or responsibilities;
 - (g) information relating to pension and medical plans;

This information shall be provided to the Union within forty-eight (48) hours of any change. This forty-eight (48) hours does not include Saturday, Sunday or statutory holidays.

4.4 Access to Premises

Upon reasonable notification, the Company will permit access to its premises by an accredited Union official to observe whether the provisions of this Agreement are being complied with. Such visits shall be at reasonable hours and so as not to interfere with the normal operations of the Company and the Union official shall be accompanied by a representative of Management.

4.5 Use of Bulletin Boards

The Union may post, on bulletin boards supplied by the Company, notice of Union meetings, social affairs, or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Company at the time of posting.

4.6 Leave for Union Activities

Upon request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees for negotiation meetings and caucus. It is understood that not more than one (1) employee from each functional group shall be so released at any one time.

Within half (1/2) an hour after the conclusion of negotiations or caucus, if such meetings take less than the employee's regular working hours, as per Article 15.1, the employee will be required to return to work for the remaining time in a normal day. If negotiations or caucus occur on an employee's day off, he/she shall be credited with an earned day off.

- 4.6.1 A leave of absence without pay shall be granted to a maximum of two (2) employees at a time and up to a maximum of ten (10) working days per year per employee for a reasonable period to represent employees at Labour Council Meetings of the Union, Labour Conventions and/or Congresses or other Union business. If employees require additional time due to special circumstances, the Company will extend the time at its discretion.

The Company may permit an employee to exceed the ten (10) day maximum if he/she is elected to the Executive Council of the Union, provided that such release does not unduly hamper the operation.

All requests for such leave shall be submitted at least fifteen (15) working days in advance.

- 4.6.2 Leave provided for in Articles 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, as outlined in 4.6 and 4.6.1 shall continue to receive all the appropriate benefits contained in this Agreement.

ARTICLE 5

NON-DISCRIMINATION

- 5.1 Neither the Company nor any person acting on behalf of the Company, shall seek by intimidation, by threat, or by imposition of a pecuniary or any other penalty or by other means to compel an employee to refrain from becoming or cease to be a member of the Union.

The Union agrees that it will not discriminate against, coerce, or restrain any employee or attempt to do any of the foregoing because of his/her membership or non-membership, his/her activity or lack of activity, in any labour organization.

ARTICLE 6

STRIKES, LOCK-OUTS AND STRIKE-BREAKING

- 6.1 During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee take part in any slowdown, sit-down or stay-in, or any other kind of strikes, or any other kind of interference, or any work stoppage, total or partial, of any of the Company's operations anywhere in Canada. The Company will not cause, engage in or permit a lock-out of any employee.

- 6.2 Without restricting the generality of Article 6.1 it is agreed that neither the National Union nor its local Union at MITV, nor its members, nor their agents or representatives shall participate in or solicit, encourage or counsel others to engage in a boycott or any other kind of activities which are designed or intended to adversely affect the interests of the Company during the term of this Agreement.
- 6.3 The Company recognizes the employee's right to refuse to work at any television station, transmitter, studio or property other than at MITV where a legal strike of any person whose functions are similar to those covered by this Agreement is in progress.
- 6.4 If after reasonable effort has been made to secure provision to cross a picket line, no employee shall be penalized in any manner for crossing or not crossing a legally-constituted picket line. This article shall not be construed to mean that any employee may refuse to cross a picket line established at or around the Company's premises while this Collective Agreement is in force.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 **Grievance Committee**

The Union shall appoint or otherwise select a local Grievance Committee comprising three (3) employees. The Company will discuss with the Grievance Committee any grievance filed in accordance with Article 7.2 and any other matter properly arising out of this Agreement and the Committee will co-operate with the Company in the administration of this Agreement.

- 7.1.1 The Union will provide the Company with the names of Union representatives. With the prior approval of management, Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances. The request for permission shall not be unreasonably withheld. All approved time spent in performing duties of this nature shall be considered time worked, except that overtime or any expense to the Company will not be incurred in the carrying out of this function.

7.2 Grievance Procedure

Should any question arise concerning the application, interpretation, administration or an alleged violation of the provisions of this Agreement between the Company and any employee, or the Union, the following procedure shall apply:

Step 1 - When a dispute arises, the employee concerned and/or the shop steward shall discuss the matter with the supervisor concerned. Either the steward or the manager or supervisor may request the presence of the allegedly aggrieved employee at any step in the grievance procedure.

Step 2 - In the event that the dispute is not resolved in the first step, the employee and/or his/her shop steward may submit a grievance in writing to the General Manager, or the Company designee, within ten (10) working days after the employee became or should have become aware of the matter which is the subject of the grievance. If the grievance is not settled within ten (10) working days from its submission to the General Manager or his/her designee, the Union Grievance Committee may (within a period of ten (10) working days after the expiration of the said ten (10) working days), request a meeting with the General Manager, or his/her designee, with the Union Grievance Committee and such meeting shall take place within ten (10) working days after the request is filed. Appropriate minutes will be kept of this meeting and will be signed by both parties.

7.3 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) days of the completion of the last meeting contemplated in Step 2 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:

Donald McLean
Jeff Bladon
Peter Darby
Ray Gorman
Peter Zed

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.

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

- 7.3.1 An arbitrator, to whom any grievance may be submitted in accordance with this Article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to alter in any way, or to add to, or subtract from, or modify any of the terms of this Agreement.
- 7.3.2 If it is determined by the arbitrator that any employee has been disciplined, suspended or discharged without proper cause, the arbitrator may make any decision which is just and equitable and which may, or may not, include the full reinstatement of the employee.
- If it is determined by the arbitrator that an employee has been disciplined for proper cause and the disciplinary measure has resulted in the suspension or dismissal of the employee, the arbitrator may substitute such other penalty for the discharge, suspension or discipline as the arbitrator deems just or reasonable in all circumstances.
- 7.3.3 The hearing must commence within six (6) weeks from the date of acceptance by the arbitrator to the hearing of the grievance.
- 7.4 Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Company and the Union.

- 7.5 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses, provided that these arrangements do not cause cost to the Company or interfere with Company operations.
- 7.6 The parties will jointly bear the expense of an arbitrator in equal portions except that no party shall be obliged to pay the cost of stenographic transcription without express consent.
- 7.7 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.8 In the case of an arbitration hearing, employees who suffer no loss in regular pay shall consist of the grievor and one (1) additional employee from the bargaining unit, who shall be determined by the Union. Witnesses, other than the grievor and the one (1) additional employee, shall be released from work without pay for the time necessary to present their evidence and shall thereafter return to work. This Article is not intended to constitute a limit on the number of witnesses who may be required.
- 7.9 The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

ARTICLE 8

DISCIPLINARY ACTION

- 8.1 Discipline is action taken by the Company which adversely affects an employee's job status or remuneration. Discipline includes warnings against repeated occurrence, reprimand, suspension and dismissal.
- 8.1.1 Temporary or Permanent demotion shall not be used as a form of discipline. An employee may be demoted only at his own request or as a result of layoff, as described elsewhere in this Agreement.

- 8.2 Letters of Reprimand, Discipline and Dismissal shall be subject to review by the provisions of the grievance procedure and shall only be for just and sufficient cause.
- 8.2.1 An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.
- 8.3 Letters of reprimand, Notice of Discipline or Dismissal must be made in writing and given to the employee and delivered in person or by courier or fax to the residence of the Local Union President within ten (10) working days of the occurrence of the incident or knowledge by the Company of the incident on which it is founded. If any of this procedure is not followed, neither the report, letter, notice or the events that gave rise to the report, letter or notice shall form part of the employee's record or be used against him/her at any time.
- 8.4 The employee shall have the right to submit a reply within ten (10) working days after he/she has been given the notice referred to in Articles 8.1, 8.2 and 8.3 above, which reply shall become part of his/her record.
- 8.5 All employees shall have access to their records and no reprimand shall form part of any employee's record for more than two (2) years, provided that during the two years following the reprimand, no further disciplinary measures are incurred. However, in no event shall a reprimand form part of an employee's record for more than three (3) years. The employee shall give two (2) working days notice of his/her desire to have access to his/her records.
- 8.6 An employee may be accompanied by a Union Representative during meetings with management where the work performance of the employee is discussed that may result in disciplinary action.

ARTICLE 9

SENIORITY RIGHTS

- 9.1 Seniority shall not be established until the probationary period has been served, but shall then count from the date of the engagement.
- 9.1.1 The seniority of an employee shall be affected in the following manner:
- (a) an employee will accumulate seniority on a leave of absence for sickness;
 - (b) an employee with less than one (1) year's seniority who is laid off retains his/her seniority for a period of six (6) months, after which he/she shall be considered as being discharged;
 - (c) an employee with one to five (1-5) years seniority who is laid off shall retain his/her seniority rights for twelve (12) months after which he/she shall be considered as being discharged;
 - (d) an employee with five (5) or more years of seniority who is laid off shall retain his/her seniority rights for twenty-four (24) months after which he/she shall be considered as being discharged;
 - (e) an employee on leave of absence for Union activities described in Article 4.6 of this Agreement shall continue to accumulate seniority;
 - (f) an employee shall lose his/her seniority if he/she is discharged for just cause, resigns, or if he/she fails to return to work within ten (10) days of receipt, by Registered Mail to his/her last known address, of the notice of re-employment.
 - (g) an employee with seniority of one (1) or more years who resigns will be re-credited with his/her accumulated seniority to the time of his/her resignation if he/she is re-hired within twelve (12) months;
 - (h) an employee on leave of absence without pay shall, upon returning to the Company's employ, be credited with the seniority accrued to the commencement of his/her leave;

- (i) an employee promoted to a position outside the Bargaining Unit shall retain his/her seniority in his/her former group for a period of six (6) months.

9.2 **Group Seniority**

Group Seniority shall equate to the total length of service an employee has within a Functional Group as listed in Article 2.4.

- 9.2.1 If for any reason an employee returns to a Functional Group in which he was previously employed, his/her Functional Group seniority in that group shall equal all service originally credited, as well as any service in any other Functional Groups in which he/she has worked since his/her initial departure from that group.

9.3 **Promotions and Transfers**

Where a job vacancy occurs, or a new job is created, notice shall be posted for a period of seven (7) calendar days with a copy of the notice being sent immediately to the Union. The employee with the most seniority with the Company shall, if he/she meets the qualifications for the position, be promoted or transferred laterally to the Bargaining Unit position. If there are employees with more seniority than the successful applicant, they will be provided with reasons in writing why the Company found them not to be qualified. The successful employee shall be placed on trial for a period of up to three (3) months. If during this trial period the employee performs unsatisfactorily, or if the employee so requests, he/she will be returned to his/her former position with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that his new position has been confirmed. Nothing in this Article precludes the Company from hiring an employee from outside the Company when no employee applies, or is accepted.

- 9.3.1 No employee shall be transferred to a position outside the Bargaining Unit or to another location without his/her consent, and the employee will not be penalized for such refusal. Where the transfer is to another location necessitating a change in the employee's residence, the

employee will be given the option of accepting lay-off rather than transferring to that location.

- 9.3.2 Where management or sales vacancies occur, the Company agrees to post such vacancies for informational purposes only. No time limits are to be imposed and no preference is to be accorded any Bargaining Unit applicant for such vacancies under any circumstances.

9.3.3 Moving / Relocation Expenses

When an employee is transferred from one location to another, the Company agrees it will incur reasonable costs of moving the personal effects of the employee. Additionally the Company will allow the employee a reasonable amount of time off (maximum of two (2) days), without loss of wages, to facilitate the moving of his/her personal effects

The employee will be responsible for obtaining three (3) quotes as to the cost thereof, and will instruct the lowest to directly bill the Company. If direct billing is not possible, the employee will submit receipts upon arrival at his/her new location and will be reimbursed within two (2) weeks. Prior to instructing the lowest bidder, approval shall first be obtained from the Company.

Where an employee has been transferred to another location, and the employee has been compensated pursuant to this Article, and the employee has been laid-off by the Company within five years of the transfer, the Company will reimburse the employee for moving his/her personal effects back to the location from where he/she was initially located if the employee elects to take up residence at the previous location. The costs thereof shall not exceed the initial costs of moving the employee's personal effects. The employee must notify the Company within 60 days of the last day of employment that he/she wishes to move, and the move must take place within 4 months of the last day of employment, or the Company will not be required to pay for the move.

Employees who resign before the completion of one (1) year of service will refund the monies spent on moving personal effects to the Company, pro-rated to the length of time spent less than one (1) year.

9.3.4 Without his/her consent, no employee shall be permanently transferred to another job classification and the employee will not be penalized by such refusal.

9.4 **Lay-Offs**

When lay-offs of employees are to be made, the Company shall determine which jobs are to be left vacant or abolished and the number of employees to be laid off.

9.4.1 The Company shall advise the Union in writing of any proposed lay-offs one (1) month in advance, except in the event of lay-offs due to automation when the Company shall provide written notice three (3) calendar months in advance of the date of lay-off.

9.4.2 Upon notifying the Union of proposed lay-offs, the following procedure shall apply:

(a) a Labour/Management Committee, comprising two (2) Union members and two (2) Management representatives, will be formed to examine the possibility of relocation by seniority of employees:

(b) should the Committee decide that relocation is not possible, then the normal lay-off procedure shall apply.

9.4.3 When employees are to be laid off, such lay-offs shall proceed in an inverse order of group seniority within each group as defined in Article 2.4.

9.4.4 In a lay-off situation, an employee who has the qualifications as determined by the Company may transfer from one group to another group and bump the less senior employee in that group.

9.4.4.1 An employee who has experience in another functional group may, in order to avoid layoff, transfer to his/her former group and bump a less senior employee (provided he/she has the qualifications to do the job)

9.4.4.2 Employees reclassified to a new wage group as a result of lay-offs will be credited with years of service on the new wage scale based on group seniority as set forth in Article 9.2.1.

- 9.4.5 An employee who is laid off shall be notified of his/her lay-off two (2) weeks in advance of the effective date or he/she may obtain two (2) weeks salary in lieu. In the case of automation, the notice shall be provided three (3) months in advance.
- 9.4.5.1 The Company shall provide, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company and/or by any other means that the parties may by mutual agreement decide upon. The Company will provide such employees reasonable time off during their normal work week without loss in salary to be interviewed for positions outside the Company.
- 9.4.6 The Company shall make every effort to place the employees on lay-off elsewhere in the Company's employ.
- 9.4.6.1 At the time employees are notified of layoffs, the Company will provide the affected employees with a written summary of the benefits to which the employee may be entitled.
- 9.5 When vacancies occur, the Company agrees to recall in order of seniority the laid off employees with the occupational qualifications for such vacancies provided:
- (a) An employee may refuse to accept a recall to a job of a different category from the job he/she was occupying at the time of lay-off without forfeiting his right of recall to his/her original job;
 - (b) An employee may refuse to accept a recall to a job of a salary less than his/her actual salary without forfeiting his/her right to recall;
 - (c) An employee may accept options (a) and (b) on a temporary basis without losing his/her right to his/her original job or a job of the same salary;
 - (d) No new employee shall be hired until those laid off have been given the opportunity to return under the recall provisions;

- (e) An employee recalled after a lay-off who accepts a salary less than his/her former salary will not suffer a loss of credited years in the wage scale.

ARTICLE 10

AUTOMATION, TRAINING AND GRADE LEVELS

- 10.1 The Company agrees it will not assign duties normally performed by members of the Bargaining Unit to non Bargaining Unit personnel to the extent the same would result in the lay-off of a member of the Bargaining Unit in the employ of the Company as of the signing date of this Agreement.
- 10.2 In the event of the lay-off of an employee brought about by a transfer or consolidation of functions to or at a different location, the affected employee shall be entitled to severance pay based on the following:
 - (a) Three (3) weeks pay per year in respect of continuous service of up to fourteen (14) years; and,
 - (b) Three and one-half (3 ½) weeks pay per year in respect of continuous service after fourteen (14) years.
- 10.3 The Company shall notify the Union in writing in advance of:
 - (a) Any significant change contemplated to the primary duties, tasks or responsibilities of a job covered by this Collective Agreement;
 - (b) Any new job to be created and declared by the Company, adjudicated or jointly deemed to be the jurisdiction of the bargaining Unit;
 - (c) The wage group in which the Company intends to classify a new job or a job whose primary duties, tasks, or responsibilities have been significantly changed after the signature of this Agreement.
- 10.4 Wage Scales of existing job classifications, if not significantly changed shall not be subject to arbitration.

- 10.5 If a new or significantly changed job is not covered under the salary schedule, the Company, in conjunction with the Union, will establish a grade level for the job. Remuneration for a new or significantly changed job shall be based on existing salary schedules. In the event that the parties are unable to arrive at a mutually satisfactory wage scale for the job, the matter may be settled through the Grievance Procedure provided in Article 7. An arbitrator shall not have jurisdiction to determine what is or shall be the content of a job.

ARTICLE 11

EMPLOYEE BENEFITS

- 11.1 Permanent employees shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days for each month of continuous service to a maximum accumulation of thirty (30) days. Absence due to sickness shall not constitute a break in continuous service. An employee may use up to fifteen (15) days of his/her accumulated sick leave credits per absence. Following the fifteen (15) day maximum an employee will receive Unemployment Insurance Benefits plus Company paid supplemental unemployment benefits to the maximum allowable level until he/she reaches a point where Long Term Disability Benefits apply.
- 11.1.1 The Company may require an employee to undergo, at any time, a medical examination by a doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee, or as a safeguard for other members of the staff or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to return to work. If the employee so requests in writing, the results of the examination will be conveyed to the employee's personal physician.
- 11.1.1.1 The Company may request the employee to provide a medical certificate disclosing the cause of absence, provided that such request is made before the employee returns to work and that all expenses incurred in obtaining such certificate are borne by the Company.

- 11.1.2 An employee absent due to illness shall inform the Company of his/her tour of duty and shall indicate the cause of his/her absence. Leave of absence will be granted subject to the provisions of Article 11.1.1.
- 11.1.3 In the event an employee became bona fide ill during his/her vacation period, to the extent that he/she would not have been able to report to work had he/she been scheduled to do so, the Company in its sole discretion may pay sick leave to the employee in respect of those days of illness and credit the employee with unused vacation days. An employee who intends to request that the Company exercise its discretion shall do so in writing (providing particulars) on the day next immediately following his/her return to work.
 - 11.1.3.1 Should an employee require bereavement leave while on vacation, bereavement leave will be paid and the unused vacation will be credited to the employee.
- 11.1.4 Absence because of sickness shall not interrupt the accumulation of employees' vacation credits in this Agreement.
 - 11.1.4.1 Absence from duty while on LTD shall interrupt the accumulation of sick leave credits.
- 11.1.5 The Company shall not dismiss or lay-off an employee solely because of absence due to illness or injury.
- 11.1.6 The Company will grant sufficient time to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee and where an employee is not able to make such appointments during non-working hours.
- 11.1.7 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her shift at his/her regular rate of pay, without deduction of his/her sick leave. Any employee who has received payment under this Article shall also receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours subsequent to the day of the injury.

- 11.1.8 Employees who qualify for LTD will be paid full wages until the normal commencement of UIC. The Company agrees to establish and fund a plan from general revenues to supplement, to the maximum allowable level, the Unemployment Insurance Benefits. The SUB payments will commence with the normal commencement of UIC. The Company will pay, separately and apart from UIC and SUB, the equivalent of UIC plus the supplemental payment if the claimant is serving the UIC waiting period, or where the claimant has not worked long enough to qualify for UIC benefits, or where the employee has exhausted his or her UIC benefit entitlement. All this pending the employee supplying a doctor's certificate stating the illness is such that he/she will be recommended for LTD coverage.

An employee shall only be entitled to SUB benefits where he/she qualifies for the same pursuant to the provisions of the attached letter Re: Supplementary Unemployment Benefits (SUB plan) dated November 15, 1995.

11.2 **Reassignment, Maternity Leave and Parental Leave**

The parties recognize that the provisions of the Canada Labour Code relating to Reassignment, Maternity and Parental Leave apply to employees covered by this Agreement. Any complaint alleging non-compliance shall be referred to the Canada Department of Labour, and shall not be processed as a grievance under this Collective Agreement. For informational purposes Sections 204, 205, 206 and 207 are appended to this Collective Agreement as Appendix "C".

- 11.2.1 An employee shall have the right to a paid leave of absence of one day when he is the father of a child born on any of his normal working days or when he/she is the mother or father of an adopted child, custody of whom is assumed on any of his/her normal working days.

11.3 **Medical, Dental & group Insurance Benefits**

Subject to paragraph two (2) hereof, the Company agrees to continue the payment of the full cost of the Medical, Dental, Group Insurance Benefits set forth in Appendix "D" during the term of this Agreement.

Any increase in premiums, which come into effect on or after February 1, 2001 will be paid by employees through payroll deduction. Due to taxation considerations, employees will pay the cost of Long Term Disability Coverage.

In consideration of employees absorbing increase in premiums as referenced in the proceeding paragraph the following percentages (%) increases have been added to the negotiated salary increases.

February 1, 2002	-	0.25%
February 1, 2003	-	0.25%

NOTE:

1. Average bargaining unit salary is approximately \$36,000.00 annually.
2. Average contribution of Company toward an employees benefits is \$1,350.00 annually (100% paid by Company).
3. Effective February 1, 2002 and February 1, 2003 assuming an increase in benefit costs of 5% annually, the same converts to a factor of 0.18% per year, for a total of 0.36% as a percentage (%) of salary.
4. In consideration of the foregoing 0.25% for each of the aforementioned 2 years has been added to the Salary Scales each year for a total of 0.5%

11.4 Severance Pay

In the case of layoff due to shortage of work (as opposed to voluntary termination or dismissal), the employee who has completed one (1) year of service is entitled to two (2) weeks salary for each full year of continuous service. In the case of an incomplete full year, the severance pay shall be calculated on a pro-rata basis. In no case shall the severance pay be less than four (4) weeks of pay. The employee may elect to either wait thirty (30) days and obtain his/her full credits in one lump sum or to receive his/her credits in a bi-monthly salary until his/her credits are exhausted. Acceptance of severance pay shall be deemed to be a

voluntary resignation with termination of the employee's recall rights.

An employee who at the time of lay-off elects to retain recall rights, shall be paid severance pay accumulated to him/her at the time of lay-off, upon the expiration of the recall period as in Article 9.1.1 provided he/she has not been recalled to work. Further, at any time during his/her lay-off an employee may elect to accept severance pay and forego recall rights.

11.4.1 **Death Benefits**

Upon cessation of employment as a result of an employee's death, his/her estate is entitled to severance pay at the rate of one (1) week's salary for each year of service, to a maximum of ten (10) weeks. Payment will be made in one lump sum. Severance pay shall be computed on the basis of the weekly salary being paid to the employee at the time of severance.

11.5 **Pension Plan**

The present Pension Plan will be continued throughout the term of this Agreement and there will be no changes, other than improvements, without discussion with the Union. No changes will be made that will detract from the Plan or its benefits, the only exception being changes resulting from government legislation over which the parties would have no control. Information concerning changes will be passed along to the Union promptly.

11.6 **Bereavement Leave**

- (a) In the event of the death of a member of the employee's immediate family (i.e. spouse, common-law spouse or child) bereavement leave on any of his/her normal working days that occur on the day of the death and during the five days immediately following the death, shall be granted, with pay.
- (b) In the event of the death of an employee's parent, bereavement leave on any of his/her normal working days that occur on the day of the death and during the four days immediately following the death, shall be granted, with pay.

- (c) In the event of the death of an employee's brother, sister, father-in-law or mother-in-law, bereavement leave on any of his/her normal working days that occur on the day of the death during the three days immediately following the death, shall be granted, with pay.
 - (d) In the event of the death of an employee's grandparent, bereavement leave on any of his/her normal working days that occur on the day of the death and during the two days immediately following the death, shall be granted, with pay.
 - (e) In the event of the death of an employee's brother-in-law or sister-in-law, bereavement leave on any of his/her normal working days that occur on the day of the death and during the one day immediately following the death shall be granted, with pay.
- 11.62 In exceptional circumstances, an extension to these time periods may be granted at the sole discretion of the Company.
- 11.63 The Company may require the employee to produce proof of the need for compassionate leave.
- 11.7 The Company shall consider requests from employees for special leave for emergencies such as the birth of a child or illness in his/her immediate family. The Company shall have sole discretion in determining if special leave of absence will be granted; however, permission shall not be unreasonably withheld.
- 11.8 The Company may grant employees leave of absence without pay.
- 11.9 **Jury and Witness Duty**
- An employee required to serve as juror, or subpoenaed as a witness, shall be considered as being on leave with pay, with any remuneration received from the Court to be paid to the Company.
- 11.10 **Educational Seminars**
- Employees in attendance at a Company-approved seminar or educational course related to the broadcast industry shall receive for that day:

- a) On a scheduled work day, his/her basic rate of pay for his/her scheduled tour of duty;
- b) On a scheduled day off, only if his/her attendance is required, his/her basic rate of pay for hours of attendance to a maximum of a normal tour of duty;
- c) On a scheduled day off, if the attendance is of his/her own volition, there will be no wages paid;
- d) Reimbursement for all approved expenses incurred, including course material, meal and travel costs;

No overtime will be paid while employees are attending courses.

Employees shall be reimbursed by the Company for fifty percent (50%) of tuition and cost of successfully completing work related courses. In order to qualify for reimbursement, the course must be approved in advance by the Company.

ARTICLE 12

TRAVELING EXPENSES AND PROVISIONS

- 12.1 When an employee agrees to use his/her car in the execution of his/her work and has received the authorization of the Company, he/she will receive compensation agreed to thirty cents (\$.30) per kilometer with a minimum payment of \$5.00. The use of an employee's car is not compulsory.
- 12.2 The Company, upon presentation of receipts, shall reimburse each employee for all authorized in-town and out-of-town traveling and other expenses when such travel is authorized by the Company. All expense claims are to be submitted within five (5) days of returning from an assignment. Reimbursement for authorized expenses will be made within one week of a claim being submitted.
- 12.3 Every reasonable effort will be made to provide expense money to an employee before he/she is sent out of town on Company business, for 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 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.
- 12.5 For pay purposes, employees engaged in authorized traveling 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 his/her home for travel by common carrier;
 - (b) From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment;
 - (c) From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel;
 - (d) From the assigned hour of departure from his/her lodgings when an employee is using overnight accommodation.

If any travel is delayed for more than one (1) hour, the employee will contact his/her supervisor for instructions.

- 125.1 Time credited for the return journey under the above conditions shall be computed in the same manner.
- 125.2 When any travel is authorized, all time traveled shall be considered as hours worked and subject to the terms of this Agreement. Any overtime incurred while traveling requires prior authorization by the Company.
- 12.6 When an employee is required to work at a studio or a remote location, other than his/her normal place of employment, he/she shall be credited with all the necessary time consumed in transit between such normal place of employment and any other studio or remote location, and return.
- 12.7 Parking facilities will be provided to employees on tour of duty free of charge so long as the Company's operations are maintained at 335 Union Street, Saint John, New Brunswick.

12.8 **Out of Town Differential**

When employees are on overnight assignment outside of their regular place of work, they shall receive the following per diem amount for each twenty-four (24) hours to cover all their expenses excluding travel and accommodations. The twenty-four hours referred to in this Article means twenty-four (24) from the time the employee commences travel for an overnight assignment.

Effective date of signing	\$48.00
Effective February 1, 2003	\$50.00

When the last period of such an assignment requires less than a full twenty-four (24) hours, the employee shall receive a meal allowance as follows:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
Effective date of signing	\$9.00	\$11.00	\$19.00
Effective February 1, 2003	\$9.50	\$12.00	\$20.00

ARTICLE 13

HOLIDAYS AND VACATIONS

13.1 The following shall be considered as paid holidays:

- New Year's Day
- Good Friday
- Victoria Day (Empire Day)
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Brunswick Day
(first Monday of August)

plus any day duly proclaimed by the Federal or Provincial (New Brunswick) government as a public holiday.

In addition to the holidays listed above, one additional holiday will be granted and scheduled each calendar year at the mutual discretion of the employee and the Company. If at September 30 of any year, there is not mutual agreement as to the specific day the paid holiday is to be taken, the Company shall assign a day to be taken before December 31 of the applicable year. The additional holiday may not be carried from one calendar year to a subsequent year. In the case of new employees, the additional holiday shall be credited after three (3) months seniority. The additional holiday shall be taken in the calendar year in which it is earned.

- 13.2 Employees shall be compensated for the above holidays in the following manner:
- (a) if the holiday falls on a regular working day and the employee is not required to work, he/she shall be paid at his/her basic rate of pay for the standard work day defined in Article 15.1;
 - (b) when a paid holiday falls on an employee's scheduled day off, and he/she is not required to work, he/she shall be entitled to one (1) earned day off;
 - (c) if a holiday falls on a scheduled work day, and the employee is required to work, he/she shall receive, in addition to his/her normal weekly wages, one-half (1/2) his/her hourly rate for each hour worked, with a minimum credit of eight (8) hours, and shall be entitled to an earned day off. Any hours worked in excess of eight (8) on this working day shall be paid at two (2x) times the employee's basic rate.
 - (d) an employee working on a paid holiday which is also his/her day off shall be paid at one and one-half times (1 1/2) times his/her basic hourly rate with a minimum credit of eight (8) hours. In addition, he/she will receive a day off plus one-half times (1/2 x) his/her basic hourly rate for the hours worked. Any hours worked in excess of eight (8) on this working day shall be paid at two and one-half times (2 1/2 x) the employee's basic rate.

- (e) an employee on vacation on a paid holiday shall be entitled to an earned day off.

13.2 RECAP

	0 - 8 HOURS	8 + HOURS
Holiday Schedule Work day - OFF	Basic Pay	
Holiday Schedule day off - OFF	one "earned day off"	
Holiday in annual vacation - OFF	one "earned day off"	
Holiday Schedule work day - WORK	1 1/2 x basic Plus one "earned day off"	2 x basic
Holiday Schedule day off - WORK	2 x basic PLUS one "earned day off: basic	2 1/2 basic

1321 Earned days off shall be scheduled at times convenient to the employee and the Company. If at any time the employee elects to take money in lieu of any or all of his/her extra time off, he/she shall notify the Company at least one (1) month in advance and shall be paid in the following pay period.

13.2.1.1 Once an earned day off has been scheduled, it will be considered a scheduled day off for overtime purposes.

13.2.1.2 Such earned days off must be taken in time or in money within twelve (12) months of their having been earned.

13.3 Vacations

An employee having less than one (1) year's seniority from the date of his/her employment to May 1st is entitled to one (1) day's

vacation per month to a maximum of ten (10) working days with pay equal to a regular day's pay for each day owed.

- 1331 An employee having one (1) year or more of Company seniority on the first day of May is entitled to an annual vacation of fifteen (15) working days with a vacation pay equal to six percent (6%) of his/her gross earnings during the calendar year immediately preceding or three (3) week's salary, whichever is greater.
- 1332 An employee having ten (10) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty (20) working days with a vacation pay equal to eight percent (8%) of his/her gross earnings during the calendar year immediately preceding, or four (4) weeks' pay, whichever is greater.
- 1333 An employee having twenty-two (22) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty-five (25) working days with a vacation pay equal to ten percent (10%) of his/her gross earnings during the calendar year immediately preceding, or five (5) weeks' pay, whichever is greater.

13.3 - 13.3.3 RECAP

Length of Employment at May 1st	Vacation Entitlement	Remuneration
0 - 1 year	1 day/month (max. 10 working days)	regular daily wage
1 - 10 years	15 working days	6% of gross OR 3 weeks' salary *
10 - 22 years	20 working days	8% of gross OR 4 weeks' salary *
22+ years	25 working days	10% of gross OR 5 weeks' salary *

* whichever is greater

13.4 **Scheduling of Vacations**

The Company will post in each department by April 1st of each year, an appropriate calendar on which employees can indicate their vacation requests. Annual vacation periods shall be taken between June 1st and September 30th on the basis of Company seniority within each department. The employees must indicate their vacation preference by April 21st or forfeit their seniority rights for vacation selection. The Vacation Schedule must be posted prior to May 1st of each year.

13.4.1 Vacations may be taken outside the period specified in Article 13.4 by mutual agreement between the employee and the Company.

13.4.2 Vacation selection will be subject to Company seniority provisions, within the functional group. Each employee shall have seniority preference on a maximum of three (3) weeks of his/her annual vacation or earned days off in consecutive days. Vacation in excess of three (3) weeks will be taken only after the request of less senior employees have been met. It is agreed that all vacation schedules are subject to the operational requirements of the Company.

13.4.2.1 If at all possible, an employee will be entitled to begin and end his/her vacation in conjunction with his/her days off which shall be a Saturday/Sunday weekend.

13.5 Once an employee begins his/her vacation any work assigned during that vacation shall be paid at overtime rates. The employee will be credited with an additional day of vacation for each day he/she is required to work.

13.6 **Scheduling of Christmas and New Year's Holidays**

Employees shall submit their wishes for scheduling of Christmas and New Year's holidays no later than the thirty-first (31st) day of October. At least five (5) full working days prior to the thirty-first (31st) day of October, the Company will post on its boards a notice to ascertain the individual wishes of the employees.

- 13.7 The Christmas and New Year's Day schedules will be awarded by Company seniority within a functional group subject to operational requirements and shall be posted not later than the fifteenth (15th) day of November.

ARTICLE 14

GENERAL MATTERS

14.1 **On-Camera Appearances**

Employees whose job functions do not normally call for appearances on camera may refuse to appear on camera, except for pan shots or incidental shots.

- 14.1.1 When an employee, other than an employee assigned to Group "A", is required to appear on camera or to do voicing, he/she shall be compensated in an amount as determined by Management and agreed to by the employee and the Union. Monetary arrangements are to be made in writing prior to the production or on-air presentation.

- 14.1.2 Employees who perform commercial announcing duties will be paid thirty dollars (\$30.00) per client recording session.

14.2 **Outside Activities**

No employee shall engage either directly or indirectly in activities or work which is similar in nature to any of the activities or business engaged in by the Company except with the prior written approval of the Company. Further, an employee shall not engage in activity where the same could adversely affect the public image of the Company.

14.3 **Union Seal**

Every audio or videotape recording or film that is produced by the Company shall have an official Union seal, as approved by the Company exhibited on tape or film containers.

- 14.3.1 The Company shall give air credits to employees where in its opinion, such credits are merited by their contribution.
- 14.4 In the event the Company decides to employ News anchors within the bargaining unit, the Company will provide a clothing subsidy to all permanent television News anchors at current rates. The subsidy will be paid in respect of approved clothing purchases after presentation of receipts.

ARTICLE 15

HOURS AND SCHEDULING OF WORK

- 15.1 The work week will commence as of 12:01 a.m. local time on Monday and shall consist of the number of hours of work set forth in Article 15.1.1, 15.1.2 and 15.1.3 divided into five (5) days of work, exclusive of first (1st) meal period, but inclusive of break periods, second (2nd) and subsequent meal periods. Newsroom personnel shall receive an inclusive first (1st) meal period.
- 15.1.1 The work week for production and maintenance employees shall consist of forty (40) hours divided into five (5) days of eight (8) hours each.
- This work week may be averaged over a two (2) week period of eighty (80) working hours divided into ten (10) days of eight (8) working hours each.
- Note:** Ken Ogden had been classified as a continuity co-ordinator. That job classification ceased to exist approximately early, 1995. He is now classified as a Producer/Director. His hours of work will remain the same as they were when he was a continuity co-ordinator.
- 15.1.2 The work week of office employees shall be thirty-five (35) hours divided into five (5) days of seven (7) hours each.
- 15.1.3 The work week for supervisory employees shall consist of forty (40) hours averaged over five (5) days.

15.2 **Days Off**

There shall be two (2) consecutive days off per week. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday, except for office employees. Four (4) consecutive days off may be given within a two (2) week period. Not more than ten (10) working days will be scheduled consecutively.

The Company shall make every effort to schedule the days off on weekends, Saturday and Sunday, as frequently as possible, but in no event shall an employee be required to work more than two (2) weekends in a row.

Notwithstanding paragraph 2 hereof employees in Groups "A", "B" or "E" of clause 2.4 who are assigned to shows on weekends and employees assigned to stand-by pursuant to Article 15.6.6 may not necessarily receive weekends off in accordance with this Article.

- 15.2.1 The five (5) days of work in any work week need not necessarily be consecutive; they may be separated by the two consecutive days off.
- 15.2.2 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three and four (3 & 4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period.

15.3 **Tour of Duty**

A tour of duty describes the normally scheduled shift of an employee, or his/her shift as it may be modified, calculated to the next quarter (1/4) hour in which his/her work is performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

- 15.3.1 There shall be no assignment of split shifts.

15.4 **Posting of Schedules**

Production and maintenance work schedules will be posted by five PM (5:00 PM) on Friday of each week and shall indicate the hours of work, meal periods, job function, and scheduled days off for the week commencing the second Monday following. The daily starting and stopping time shall be determined by the Company.

15.4.1 Scheduled overtime will be posted separately from the work schedules as early as possible.

15.4.2 **Work Schedules**

The work week for office employees shall be thirty-five (35) hours, Monday through Friday. A sixty (60) minute meal period shall be assigned to office employees.

15.4.3 The work week for supervisory employees shall be forty (40) hours. These hours shall be scheduled appropriate to assignments.

15.4.4 After posting of a work schedule, scheduled days off will not be changed unless mutually agreed by the employee and the Company.

15.4.5 A designated Union representative shall be given access to the work schedule and time records which will be kept on file by the Company for at least two (2) years.

15.4.6 Employees may exchange shifts and days off with other employees, provided they have the prior permission of their Supervisor to do so. There shall be no overtime penalties, premiums or any other costs resulting to the Company as a result of an approved change of shifts.

15.5 **Change of Schedules**

Subject to paragraph two (2) hereof, notification of a change of starting time or of a cancellation of a scheduled work assignment shall be given to an employee at least twenty-four (24) hours before the starting time.

In the case of News room personnel the notification shall be given no later than 2:00p.m. prior to the day in question. If such notification is not given, the employee will be credited with the original hours scheduled.

- 15.5.1 When an employee is on duty, the Company will be deemed to have given notice when such notice is posted. If the employee is on duty, but is off the Company's premises and not expected to return, the Company will notify the employee directly. If the notice is not posted, or if the Company has not notified the employee directly, as the case may be, the employee shall be credited with all hours originally scheduled. If the employee is off duty, the Company will notify the employee directly. If the Company has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled.
- 15.5.2 Prior to going on leave of five (5) days or more, upon the request of the employee, he/she shall be given in writing a pre-arranged time to report back. This time, however, may be re-scheduled later but not earlier than the pre-arranged time.
- 15.5.3 It is the responsibility of an employee to report to the Supervisor in charge of scheduling, advising when he/she will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in his/her schedule.
- 15.6 **Overtime Computation**
- Overtime shall be paid for all time worked in excess of the normal daily hours in any one (1) day in the following manner.
- 15.6.1 **Extension of Shift**
- Extension of Shift shall mean an employee continues to work past the end of his/her regular tour of duty; he/she shall be paid at the rate of one and one-half times (1 1/2 x) his/her basic rate.
- 15.6.2 **Recall**
- Recall shall apply to an employee who is called to work after having left, not expecting to return that day. The employee on recall shall be paid as of the time of the call for one (1) hour's travel time at straight time. In addition, for the actual time worked, the employee shall be paid at time and one-half (1 1/2 x) his/her basic rate with a minimum credit of four (4) hours.

15.6.3 **Callback**

Callback shall apply to an employee who finishes his/her shift knowing he/she must return. He/she shall be paid at one and one-half times (1 1/2 x) his/her basic rate for all additional hours worked with a minimum credit of four (4) hours.

15.6.4 **Call-In**

Call-in shall apply to an employee who is called in to work before his/her scheduled start time. A call-in must extend into the start of his/her scheduled shift. If work performed before the start of his/her scheduled shift does not extend into his/her scheduled shift, the hours worked shall be deemed recall. In cases of call-in, an employee shall be credited from the start time of the call-in to the start of his/her shift at one and one-half times (1 1/2 x) his/her basic rate with a minimum credit of two (2) hours.

15.6.5 Recall or callback can occur only when an employee, who has worked or has been credited with at least a minimum tour of duty, is called to perform work on the day in question.

Overtime ReCap

<p>EXTENSION OF SHIFT</p> <p>- under 4 hrs (Art. 15.6.1) - over 4 hrs (Art. 15.7.1)</p>	<p>1 1/2 x basic (no minimum) 2 x basic</p>
<p>RECALL</p> <p>- under 4 hrs (Art. 15.6.2) - over 4 hrs (Art. 15.7.1)</p>	<p>1 hr. travel time at basic rate 1 1/2 x basic (min. cred. = 4 hrs) 2 x basic</p>
<p>CALLBACK</p> <p>- under 4 hrs (Art. 15.6.3) - over 4 hrs (Art. 15.7.1)</p>	<p>1 1/2 x basic (min. cred. = 4 hrs.) 2x basic on regularly scheduled days</p>
<p>CALL-IN</p> <p>- under 4 hrs (Art. 15.6.4) - over 4 hrs (Art. 15.7.1)</p>	<p>1 1/2 x basic (min. cred. = 2 hrs.) 2 x basic</p>

15.6.6 Stand-by

- (a) An employee assigned to stand-by during his/her non-scheduled hours of work shall be compensated therefore at a rate of eleven (11%) percent of his/her regular hourly rate of pay for each hour or part thereof so assigned. The stand-by payment is additional to payment to which an employee becomes entitled in the event he/she reports for work during a stand-by period. During any period any employee is being paid for work during a stand-by period, he/she shall not be paid the stand-by compensation as set forth herein.
 - (b) The call back payment provisions as in Article 15.6.3 shall apply. No other pay provisions shall apply.
 - (c) The Company will make a reasonable effort to make stand-by assignments on a rotational basis amongst the employees affected. A reasonable effort will also be made to avoid scheduling an employee more than two (2) weekends in a row.
 - (d) During the period an employee is assigned to stand-by, he/she shall be provided with a cellular telephone.
 - (e) No additional payment shall apply where during the period the employee is being paid stand-by pay, in cases where the problem can be rectified via telephone.
- 15.7 Except where the continuity of work ought to be maintained to be continued by the employee(s) initially assigned, if an employee(s) assigned to overtime or work on a day off requests not to be so assigned, the Company will contact all other available qualified employees who normally perform these duties and will endeavor to replace him/her in the assignment. If no employee(s) accepts the assignment, the Company may assign the work to the least senior qualified employee(s).
- 15.7.1 Employees required to work overtime, on any regular scheduled day, shall be paid at a rate of time plus one half their basic hourly rate for the first four (4) hours worked and double time thereafter.
- 15.7.2 The Company shall attempt to apportion overtime equitably among the employees within a group.

15.7.3 An employee and his/her manager may agree to substitute time off in lieu of overtime. Time off will be credited at the rate of overtime was earned. (e.g. a two hour extended shift would equal three (3) hours off in lieu). Scheduling of time off in lieu shall be by the mutual agreement of the employee and the Company.

15.8 Work on a Scheduled Day off - When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

(a) If work is performed on one (1) day off in a week, time and one-half (1/2) computed separately from the work week, with a minimum credit of four (4) hours, payable at the said time and one-half (1 1/2) rate;

(b) If work is performed on both days off in a week, double time (2 x) computed separately from the work week, with a minimum credit of four (4) hours for the second day, payable at the said double time (2x) rate.

15.9 **Turnaround Period**

A "Turn-around Period" is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or between the end of a callback and the commencement of the next tour of duty, whichever is later.

All time which encroaches on the turn-around period shall be paid at one and one-half times (1 1/2 x) the hourly rate of the employee. No payment shall be made for the following encroachments:

- On a swing-in shift on a regular rotating shift pattern which occurs in conjunction with the employee's days off;
- On a shift where the employee is released from duty to attend negotiations or grievance meetings with Management;
- On a shift mutually agreed to by the employee and the Company
- On a shift where an employee requests a trade in shifts.

15.10 **Night Differential**

Any employee, working between 0100 hours and 0700 hours (1:00 a.m. and 7:00 a.m.), shall receive a premium equal to twenty percent (20%) of his/her basic rate for all hours worked during that time.

15.11 **Upgrading & Temporary Upgrading**

In the event an employee is temporarily assigned to perform work in excess of four (4) hours in any tour of duty in a higher-rated classification (within or without the Bargaining Unit) than that to which he/she is normally assigned, he/she shall be paid an additional twelve dollars (\$12.00) per tour of duty.

This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee has been upgraded. At the time of such assignment, an employee shall be verbally advised of his/her temporary upgrading and this shall be recorded on the employee's time sheets.

15.11.1 The Employer has the right to assign an employee to perform work of an equal or lower classification provided his/her wage rate remains the same and that such assignment is temporary and for a specific purpose, i.e. to meet temporary increases in workload or to replace an employee on leave. Except in case of emergency no employee will be assigned as above for more than three weeks per calendar year.

15.11.2 In the event that an employee is temporarily assigned to perform work of a supervisory nature in a category which is excluded from the Bargaining Unit, he/she shall continue to receive the protections of this Agreement.

ARTICLE 16**EXCESSIVE HOURS AND SAFETY**

- 16.1 The Company agrees to give proper attention to the health and safety of the employees. The parties agree to form a Safety Committee, whose responsibility shall be to examine the measures which may be taken to safeguard the safety of the employees.
- 16.1.1 The Company agrees to supply appropriate protective clothing and/or safety devices for employees on assignment where conditions require their use and maintain appropriate transportation and safety standards. Any employee who is provided with such protective clothing or safety devices shall be required to utilize same and failure or refusal to do so shall be cause for discipline.
- 16.1.1.2 The Company agrees to provide suitable winter parkas and protective raingear to newsmen, news camera and EFP personnel at one-half the Company's cost. The Company will make arrangements for such clothing at the best available cost and underwrite the cost by 50% for the news employees referred to above. No employee will be required to purchase this clothing.
- 16.1.2 On assignments involving climbing, or work involving high voltage or transmitter equipment, a minimum of two (2) employees with working knowledge of the equipment used will be assigned.
- 16.1.2.1 Notwithstanding Article 16.1.2, the Company may assign one (1) employee only to transmitter sites for the purpose of taking regular meter readings. If adverse weather conditions are expected, Article 16.1.2 shall apply. Employees assigned to attend transmitter sites alone shall be provided with reliable transportation and means of communication.
- 16.1.3 For all time worked involving climbing transmitting and/or receiving masts, employees will be paid one-half (1/2) their basic rate in addition to and computed separately from their regular wages.

- 16.1.4 The Company shall give consideration to the in-capabilities of an employee in assignments involving climbing towers, ladders, or work under hazardous conditions.
- 16.1.5 Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident at the workplace shall be at the expense of the Company. User fees (if any) at the Out-Patient Department shall be at the expense of the Company.
- 16.1.6 No employee shall be required to do work under what he/she reasonably concludes are hazardous conditions. Where such hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company and the employee. Refusal to do such work shall not result in discipline, including loss of pay nor will such refusal prejudice any future job status.
- 16.1.7 Upon request, assistance shall be provided to ENG operators in transporting and/or moving equipment whenever justified.
- 16.2 An appropriate safety course (i.e., first aid courses) will be set up for the employees and paid for by the Company.
- 16.2.1 The Company shall make available and maintain First Aid Kits.

ARTICLE 17

MEALS AND BREAK PERIODS

- 17.1 Employees shall be entitled to and shall receive rest periods as follows:
- (a) A fifteen (15) minute rest period in the first four (4) hour work period in a tour of duty;
 - (b) A fifteen (15) minute rest period in the second four (4) hours of a tour of duty;
 - (c) Break periods shall not form part of meal periods;

- (d) On a tour of duty of more than eight (8) hours an employee shall not be required to go more than four (4) hours without a break period being given;
- (e) If either or both break periods are not assigned, the employees concerned shall be paid an additional fifteen (15) or thirty (30) minute period, whichever is applicable, at their appropriate overtime rate;
- (f) For News and ENG personnel, it is understood that the assignment of break periods will be flexible. Said breaks are not to be unreasonably withheld.

17.2 **First Meal Period**

To all tours of duty of five (5) hours or more, a first meal period of sixty (60) minutes shall be assigned and shall begin not earlier than the start of the fourth (4th) hour of the tour and shall end not later than the end of the sixth (6th) hour of such tour.

The current practice of assigning lunch periods to the Office Staff shall continue.

- 17.2.1 Newsroom personnel shall be excluded from Article 17.2 and in lieu thereof shall receive a paid thirty (30) minute first meal period which shall be taken by the employee at a mutually convenient period in the work day. Article 17.4 shall not apply to this meal period. If this meal period cannot be taken, the employee will be credited with an additional 1/2 hour as time worked and shall be compensated for the cost of the meal to the maximum amount in Article 17.3.1.

17.3 **Second Meal Period**

If an employee is required to work more than six (6) hours after the end of the first meal break referred to above, and more than one (1) hour after the end of his/her regular shift, a second meal period of thirty (30) minutes duration shall be assigned. For every additional six (6) hour period worked, a further break shall be assigned.

17.3.1 Whenever an employee is entitled to a meal period under the terms of Article 17.3, he/she shall receive eleven dollars (\$11.00) representing the cost of his/her meal.

17.4 **Meal Displacement Compensation**

When an employee is not given a meal period within the time limits required by this Article, he/she shall receive in addition to his/her regular salary, compensation in an amount equal to one-half (1/2) his/her basic hourly rate for each hour worked with a minimum of one (1) hour until a meal period is actually assigned. This compensation is to be computed from the beginning of the last hour in which the meal period should have been given and extend to the start of the meal period assigned.

17.5 Employees shall not be required to work at any job function during their meal periods if at all possible. If an employee's meal period is interrupted, he/she shall be given another meal period.

17.6 **Meals on Remotes**

When employees are on assignments which are outside their regular place of work, and a meal period occurs and they are unable to travel to their homes or their regular place of employment, the Company shall reimburse the employee for reasonable meal expenses. Regular place of work for newsroom personnel shall be within 80 km. of their normal office location.

17.6.1 In the event a remote location is so situated that no facilities to obtain food are readily available for the crew during their assigned meal period, the Company shall:

- (a) allow the crew sufficient added time and supply them with adequate transportation to travel to a place where food can be obtained; or
- (b) at its own expense, furnish the crew with an appropriate meal.

ARTICLE 18**GENERAL WAGE PROVISIONS**

- 18.1 Approximately fifty percent (50%) of the employee's normal net basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.
- 18.2 Where overtime, penalty and premium claims have been submitted in a timely manner all payments therefore will be made no later than the normal pay period next following the pay period during which the employee submitted his/her claim sheet.
- 18.3 Employees shall be paid according to the wage schedule of the classification to which they are assigned with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 18.4 Progression up the salary schedule within each classification shall automatically occur, as designated in the salary schedules, on the first complete pay period of the month nearest the employee's semi-annual or annual date of hiring, or his/her appointment to his/her current classification.
- 18.5 When an employee is promoted to a higher-rated job classification, he/she shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his/her former group, plus the amount necessary to place him/her on a step in the new group.

18.6 This Agreement represents minimum rates, fees and conditions of employment. No person employed in any job classification within the scope of this Agreement shall be compensated at rates lower than those provided herein nor shall any conditions of employment be less favourable than the provisions of this Agreement. Nothing in this Agreement shall prevent an employee and employer from agreeing to an individual contract containing specified terms (including wage rates) and conditions of employment in excess of the minimum provisions of this Agreement.

18.7 Classifications

1. Add the position of Production Editor to group L of the wage scales.
2. Effective date of ratification Peter Bauer will be assigned to Group L Year 4.

18.7 Salaries

1. Wage scale increases shall be as follows:

Period #1 February 1, 2004 to January 31, 2005.

- Increase salary scales by an amount of 2.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 2.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary.

Period #2 February 1, 2005 to January 31, 2006.

- Increase salary scales by an amount of 1.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary.

Period #3 February 1, 2006 to October 31, 2006.

- Increase salary scales by an amount of 1.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum to their salary scale, with the resulting amount added to their salary

1. The position of Production Editor shall be assigned to Group L of the wage scales.
2. There is one only employee who is to be assigned to Group L, namely Peter Bauer. The said assignment shall be to Group L / 4 – years and shall be effective on the date of ratification.

Wage Scales

Group (B) - PBX Operator/Typist, News Assistant

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$19,557	19,850	20,148
6 mos.	\$20,664	20,974	21,289
1 yr.	\$22,189	22,522	22,860
2 yrs.	\$22,878	23,221	23,569
3 yrs.	\$23,739	24,095	24,457
4 yrs.	\$24,551	24,919	25,293
5 yrs.	\$25,166	25,543	25,927

Group (F1) - Secretary

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$24,059	24,420	24,786
6 mos.	\$24,846	25,219	25,597
1 yr.	\$25,953	26,342	26,737
2 yrs.	\$27,060	27,466	27,878
3 yrs.	\$28,733	29,164	29,601
4 yrs.	\$29,422	29,863	30,311
5 yrs.	\$30,529	30,987	31,451
6 yrs.	\$32,423	32,909	33,403
7 yrs.	\$33,923	34,432	34,949

GROUP (G) - ENG Operator, Operator - TV, EFP Operator, Newsperson

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$27,503	27,916	28,334
6 mos.	\$28,364	28,789	29,221
1 yr.	\$29,717	30,163	30,615
2 yrs.	\$30,971	31,436	31,907
3 yrs.	\$32,792	33,284	33,783
4 yrs.	\$33,604	34,108	34,620
5 yrs.	\$34,883	35,406	35,937
6 yrs.	\$36,998	37,553	38,116
7 yrs.	\$38,794	39,376	39,967

Group (I) - Reporter, Sales / Promotion Co-ordinator

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$28,364	28,789	29,221
6 mos.	\$29,225	29,663	30,108
1 yr.	\$30,160	30,612	31,072
2 yrs.	\$31,832	32,309	32,794
3 yrs.	\$33,530	34,033	34,543
4 yrs.	\$35,399	35,930	36,469
5 yrs.	\$37,048	37,604	38,168
6 yrs.	\$38,794	39,376	39,967
7 yrs.	\$40,393	40,999	41,614

Group (J) - Senior ENG Operator

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$30,529	30,987	31,452
6 mos.	\$32,423	32,909	33,403
1 yr.	\$33,185	33,683	34,188
2 yrs.	\$34,292	34,806	35,328
3 yrs.	\$36,334	36,879	37,432
4 yrs.	\$37,687	38,252	38,826
5 yrs.	\$40,098	40,699	41,310
6 yrs.	\$41,549	42,172	42,805

Group (K) - Photojournalist, Sr. Newsperson

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$33,284	33,783	34,290
1 yr.	\$34,834	35,357	35,887
2 yrs.	\$36,433	36,979	37,534
3 yrs.	\$37,540	38,103	38,675
4 yrs.	\$38,794	39,376	39,967
5 yrs.	\$39,458	40,050	40,651
6 yrs.	\$41,107	41,724	42,349
7 yrs.	\$42,238	42,872	43,515
8 yrs.	\$43,345	43,995	44,655

Group (L) - Producer/Director, Technician, Production Editor

	Effective Feb. 1/04 <u>2.5%</u>	Effective Feb. 1/05 <u>1.5%</u>	Effective Nov. 1/06 <u>1.5%</u>
Start	\$36,334	36,879	37,432
1 yr.	\$37,982	38,552	39,130
2 yrs.	\$39,335	39,925	40,524
3 yrs.	\$40,762	41,373	41,994
4 yrs.	\$42,164	42,796	43,438
5 yrs.	\$43,517	44,170	44,832
6 yrs.	\$44,944	45,618	46,302
7 yrs.	\$46,961	47,665	48,380
8 yrs.	\$49,077	49,813	50,560

ARTICLE 19

TECHNOLOGICAL CHANGE

- 19.1 The provisions of this Article are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.
- 19.2 In this section “technological change” means:
- a) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than previously utilized by it in the operation of the work, undertaking or business; and,
 - b) A change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 19.3 The procedure for dealing with technological change that is likely to affect the terms, conditions and security of employment of a significant number of employees is as follows:

- 19.3.1 The Company will notify the Union of such a technological change at least one hundred and twenty (120) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:
- a) The nature of the technological change;
 - b) The date upon which the Company proposes to effect the change;
 - c) The approximate number and type of employees likely to be affected by the technological change;
 - d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- 19.4 Upon receipt of such notice by the Union, the parties shall arrange a meeting for the purpose of conducting discussions with the objective of reducing the adverse affects of the technological change(s) in respect of which notice has been given.
- 19.5 An employee who is displaced through technological change may:
- a) Seek to invoke any seniority job rights he/she holds pursuant to the Agreement:
- and/or
- b) Avail himself/herself of any training program offered by the employer which provides re-training for employees so affected ;
- or
- c) Accept severance pay as hereinafter provided.
- 19.6 Severance pay as contemplated by this Article shall be as provided for in Article 11.4.
- 19.7 The Company and the Union agree that sections 52, 54 and 55 of the Canada Labour Code, Part 1 do not apply to the parties during the term of this Agreement.

ARTICLE 20**20.1 Duration of Agreement**

This Agreement shall commence on the date of its execution as hereinafter stipulated and shall remain in force until October 31, 2006, and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail or facsimile, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, the Agreement shall continue in full force until a new Agreement is concluded or until the requirements of the Canada Labour code relating to strike or lockout have been met, whichever occurs first.

20.2 Conclusion

The parties hereto agree that this Agreement is conclusive and that any matter not herein specifically dealt with shall not be the subject of negotiations prior to the expiration of the Agreement, unless mutually agreed.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by their duly authorized officers this _____ day of _____ 2004.

CANWEST MARITIME TELEVISION,
a division of Global Communications Limited
(in respect of MITV Employees at
Saint John, New Brunswick)

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA (CEP) - CLC

Barry Saunders

Barney Dobbin

Bill Albert

Mark Rice

Gene Boles

Greg Janes

Kevin Babin

Lorne Daltrop

LETTER OF INTENT -1

November 25, 1996

Mr. Chuck Shewfelt
National Representative
Communications, Energy and Paperworkers
Union of Canada
6080 Young Street
Suite 313
Halifax, Nova Scotia
B3K 5L2

Dear Mr. Shewfelt:

This letter will outline CanWest Maritime Television's, a division of Global Communications Limited, intent as to administration of incomes relative to anniversary dates.

Anniversary dates as currently in place for any bargaining unit employee will not change.

However, when moving to a new employment function, an employee will follow the pattern established by that new function.

As an example, an ENG Operator moving to Sr. ENG Operator may have had an anniversary date of August 1st. However, if he/she now moves to the new function on July 1st, he/she would experience an anniversary adjustment only when he/she had been Sr. ENG Operator for one full year. His/her new anniversary date then would be July 1st. This is for your information.

Yours truly,

**CANWEST MARITIME TELEVISION,
(a division of Global Communications Limited)**

Rick Friesen
General Manager, *MITV*

LETTER OF INTENT - 2

November 15, 1995

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN**PURPOSE**

The purpose of this Supplementary Unemployment Benefit (SUB) plan is to supplement the Employment Insurance (UIC) benefits of employees to a maximum of 95% of the employee's regular weekly salary under certain conditions as specified in this plan.

1. WHO IS COVERED?

All full time Bargaining Unit employees of CanWest Maritime Television, a division of Global Communications Limited (the Company) employed in the Province of New Brunswick. The plan does not include part-time, temporary, or probationary employees.

2. QUALIFICATIONS FOR SUB PLAN PAYMENT

2.1 In order to qualify, employees must be off work due to:

- temporary layoff
- illness
- maternity or parental leave

Permanently laid off employees are excluded from the plan.

2.2 Employees do not have a right to SUB payments except for supplementation of UIC benefits for the unemployment period as specified in 2.1 herein.

2.3 Except as described in 2.6 below, the employees must be eligible for and in receipt of Unemployment Insurance (UIC) Benefits as a condition of receiving payments under this plan unless he/she is serving the Unemployment Insurance waiting period.

2.4 Qualified employees shall receive benefits under this plan while they are serving the UIC waiting period.

2.5 Permanent employees who are ill by UIC criteria, and qualify for LTD will receive SUB benefits to the maximum allowable level until his/her LTD payments commence.

2.6 Permanent employees who are ill by UIC criteria, but who do not qualify for LTD will receive SUB benefits to the maximum allowable level until UIC benefits cease.

2.7 Permanent employees who are ill by UIC criteria, but who do not qualify for UIC benefits because:

- they are serving the UIC waiting period
- they have exhausted their UIC benefits
- or they have insufficient insured weeks to qualify for UIC benefits

will be paid SUB benefits to a maximum of 95% of regular gross weekly salary, all subject to other applicable conditions set forth in this document.

3. AMOUNT OF BENEFIT

3.1 The benefit payable to qualified employees who are ill or on maternity or parental leave shall be:

- during the UIC waiting period, 95% of regular weekly salary exclusive of overtime, premium rates, or holiday pay. Normal earnings shall include regular overscale rates.
- during the period of benefits paid by UIC, an amount equal to the difference between the UIC weekly benefit rate and 95% of the employee's regular weekly salary.
- for employees subject to 2.6 above, 95% of the employee's regular weekly salary for the period of illness, to the maximum period of entitlement had they qualified for UIC (a maximum of fifteen weeks plus a two week waiting period) or the commencement of LTD, whichever is lesser.

3.2 The benefit payable to qualified employees who are temporarily laid off shall be:

- during the waiting period, 95% of the employee's regular weekly salary exclusive of overtime, premium rates, or holiday pay. Regular weekly salary shall include regular overscale rates.
- during the period of benefits paid by UIC, an amount equal to the difference between the UIC weekly benefit rate and 95% of the employee's regular weekly salary for the lesser of; six (6) months, until employed elsewhere, or until UIC benefits cease for any reason.

3.3 The employee's regular weekly salary and any eligible payments for overtime will not be reduced or increased by payments received under the plan.

3.4 In any week, the total amount of SUB payments and the weekly rate of UIC benefits will not exceed 95% of the employee's weekly earnings.

4. CLAIM PROCEDURES

- 4.1 Employees will notify the Company in writing that they intend to apply for benefits from the SUB plan.
- 4.2 The Company will indicate on the Record of Employment that the employee is covered by "S.U.B" in the "Comments" section.
- 4.3 The employee will indicate that a SUB plan is in effect on his/her application for UIC benefits.
- 4.4 Benefits shall be paid to the employees through the regular payroll system.

5. FINANCING OF PLAN

- 5.1 This plan shall be financed by the Company.

6. VERIFICATION OF UIC BENEFITS

The Company will verify that employees are receiving UIC benefits by having employees submit copies of their UIC benefit stubs.

7. RECORDS

The Company will retain a copy of each employee's UIC benefit stub which verifies the employee is receiving UIC benefits. In addition, the Company will keep a record of the payroll register identifying the employee's payments from the Company during the term the employee received SUB plan benefits.

8. DURATION OF PLAN

This plan shall remain in effect for the term of the collective agreement as described in Article 20 of the Agreement.

9. NOTIFICATION TO HUMAN RESOURCES DEVELOPMENT CANADA, SUB PROGRAM

The Company will notify in writing the Human Resources Development Canada Sub Program thirty (30) days following the effective date of a change to the plan.

Letter of Intent – 3

June 13, 2000

DELIVERED BY HAND

Mr. Ervan Cronk
Administrative Vice-President
Communications, Energy and
Paperworkers Union of Canada
1077 Boul St. George
Suite 440
Moncton, New Brunswick
E1E 4C9

AND

Mark Rice, Lorne Daltrop and Greg Janes
Members of Union's Negotiating Committee
Global, Saint John

Gentlemen:

RE: Global Atlantic Group Registered Retired Savings Plan

This will confirm our undertaking to the Union's Negotiating Committee given by the Company on June 13, 2000 relative to the Union's request, that a Group Registered Retirement Savings Plan be made available for participation by Global Atlantic employees. Subject to the comments we made in this letter, the Company is prepared to implement such a plan.

The Plan will be known as the Global Atlantic Registered Retirement Savings Plan and subject to any regulatory considerations will be implemented on February 1, 2001.

.../2

- 2 -

The Plan will be generally modeled after the Global Group Registered Retirement Savings Plan, presently in effect, with any amendments as may be required or are necessary before the implementation date and thereafter.

Contributions to the Plan will be solely employee contributions with regular contributions made by way of payroll deduction.

Yours very truly,

GLOBAL COMMUNICATIONS LIMITED

Rick Friesen
General Manager
Maritime Operations

RF:csc

APPENDIX "A"

As per Article 7.3 of the Current Collective Agreement (enclosed), we, the Communications, Energy and Paperworkers of Canada (CEP) and CanWest Maritime Television, a division of Global Communications Limited - MITV, Saint John have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 98 __xx__xx.

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

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

Mr. Ervan Cronk,
Administrative Vice-President
Atlantic Region,
Communications, Energy and Paperworkers
Union of Canada,
1077 St. George Blvd.
Suite 440,
Moncton, N.B.
E1E 4C9

Mr. Barry Saunders
General Manager,
CanWest Maritime Television,
a division of Global
Communications Limited,
14 Akerley Blvd.,
Dartmouth, Nova Scotia
B3B 1J3

APPENDIX "B"

The manual handling of materials shall be subject to the provisions of Section 84, Part IV (Paragraphs 72-76 inclusive) of The Canada Labour Code, reproduced here for information purposes, insofar as they are not amended or repealed:

72. Where, because of the weight, size, shape, toxicity or other characteristic of a material or object, the manual handling of that material or object may endanger the safety or health of an employee, the employer of any such employee shall ensure, to the extent that is reasonably practicable, that the material or object is not handled manually.
73. Every employer shall ensure that, where any of his/her employees is required to manually lift or carry loads in excess of twenty pounds the employee is instructed and trained in a safe method of lifting and carrying such load and in a work procedure appropriate to the conditions of the work and the employee's physical condition.
74. No employee shall manually lift or carry loads in excess of twenty pounds except in conformity with the method and work procedure referred to in Section 73.
75. Each method and work procedure adopted by an employer pursuant to Section 73 for the manual lifting and carrying of loads in excess of one hundred pounds shall be set out in writing and that record shall be readily available to any employee to whom it applies.
76. If the regional safety officer is of the opinion that a method or work procedure prescribed by an employer for the manual lifting and carrying of loads in excess of twenty pounds is not sufficiently safe, he/she may direct in writing that the employer modify that method or procedure.

APPENDIX “C”
EXCERPT
FROM
CANADA LABOUR CODE
FOR INFORMATIONAL PURPOSES ONLY

REASSIGNMENT, MATERNITY LEAVE AND PARENTAL LEAVE

Maternity-related Reassignment and Leave

Reassignment and job modifications

Sec. 204. (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

Medical certificate

(2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

(1993, c. 42, s. 26)

Employer's obligation

Sec. 205. (1) An employer to whom a request has been made under subsection 204 (1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

Rights of employee

(2) An employee who has made a request under subsection 204 (1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer:

- a) modifies her job functions or reassigns her, or;
- b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

an that pay shall for all purposes be deemed to be wages.

Onus of proof

(3) The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

Employee to be informed

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable the employer shall so inform the employee in writing.

Status of employee

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204 (1), and shall continue to receive the wages and benefits that are attached to that job.

Employee's right to leave

(6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

(1993, c. 42, s. 26)

Entitlement to leave

Sec. 205.1 An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth. If she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

(1993, c. 42, s. 26)

Maternity Leave

Entitlement to leave

Sec. 206. Every employee who

- a) has completed six consecutive months of continuous employment with an employer, and;
- b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant.

is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

(1993, c. 42, s. 26)

Parental Leave

Entitlement to leave

Sec. 206.1 (1) Every employee who has completed six months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:

- a) subject to subsection (2), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment

of up to twenty-four weeks in the fifty-two week period beginning on the day on which the child is born or the day on which the child comes into the employee's care, and;

- b) subject to subsection (2), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care.

Aggregate Leave

(2) The aggregate amount of leave of absence from employment that may be taken by two employees under this section in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.

(1993, c. 42, s. 26)

General

Notification to employer

Sec. 207 (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall (1993, c. 42, s 28 (1).)

- a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given, and;
- b) inform the employer in writing of the length of leave intended to be taken.

Notice of change in length of leave

(2) Every employee who intends to take or who is on a leave from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given. (1993, c. 42, s. 28 (2).)

(R.S.C. 1985 (1st Supp.), c. 9, s. 10: 1993, c. 42, s. 28)