

TAB 8

COLLECTIVE AGREEMENT

Between

CHCH, a Division of CanWest MediaWorks Inc.

-and-

Communications, Energy and Paperworkers
Union of Canada and Local 1100



This is Exhibit.....⁸.....referred to in the
 affidavit of Peter Mordueh
 sworn before me, this.....^{21st}.....
 day of...October.....2007

.....
 A COMMISSIONER FOR TAKING AFFIDAVITS

April 1, 2005

to

March 31, 2008

| | |
|---|----|
| ARTICLE 1 | 1 |
| Intent | 1 |
| ARTICLE 2 | 2 |
| Relationship | 2 |
| ARTICLE 3 | 3 |
| Definitions..... | 3 |
| 3.1 Bargaining Unit..... | 3 |
| 3.2.1 Employee | 3 |
| ARTICLE 4 | 10 |
| Management Rights | 10 |
| ARTICLE 5 | 11 |
| Union Rights | 11 |
| 5.1 Union Membership and Dues Check-Off..... | 11 |
| 5.2.1 Posting of Notices | 12 |
| 5.3 Union Access to Premises..... | 13 |
| 5.4.1 Reports on Performance..... | 13 |
| 5.5.1 Leave of Absence..... | 14 |
| ARTICLE 6 | 15 |
| Grievances..... | 15 |
| 6.1.1 Grievance Procedure..... | 15 |
| 6.2 Management Grievances..... | 17 |
| 6.3 General Grievances..... | 17 |
| 6.4.1 Arbitration..... | 17 |
| ARTICLE 7 | 18 |
| No Strikes - No Lockouts..... | 18 |
| ARTICLE 8 | 19 |
| Work Week | 19 |
| 8.1.1 Hours and Scheduling of Work | 19 |
| 8.2.1 Overtime | 20 |
| 8.3 Work on Scheduled Days Off..... | 20 |
| 8.4 Tour of Duty | 21 |
| 8.5.1 Turnaround..... | 21 |
| 8.6 Scheduled Days Off..... | 22 |
| 8.7.1 Posting of Schedules..... | 22 |

8.8.1 Change of Schedule 23

8.9 Call Back..... 24

8.10 Night Differential..... 24

8.11 Leadership..... 24

8.12.1 On-Call..... 24

8.13 Alarm Notification 25

ARTICLE 9 25

Meal and Rest Periods 25

9.1 Meal Periods 25

9.2 Rest Periods 26

9.3 Long Shift Meal Period..... 26

9.4.1 Meal Allowance 26

9.5 Subsequent Meal Allowance 27

Article 10..... 27

Safety..... 27

10.1 General Safety 27

10.2 Transmitter Safety..... 27

ARTICLE 11..... 27

Duties 27

ARTICLE 12..... 31

Seniority 31

12.1 Probation 31

12.2.1 Company Seniority 31

12.3.1 Functional Groups and Lay-Offs 31

12.4.1 Re-engagement of Laid-Off Employees 37

12.5.1 Loss of Seniority 38

12.6.1 Severance Pay 39

12.8 Temporary Promotion to Supervisor 40

12.9.1 Job Vacancies..... 40

12.10.1 Promotions and Permanent Transfers 40

12.11 Trial Period 41

12.12.1 Temporary Transfers..... 41

12.13.1 Employee Requested Transfer 42

12.14.1 Discharge Cases 43

ARTICLE 13..... 43

Vacation and Holidays 43

13.9 Vacation and Holidays..... 50

| | |
|---|----|
| ARTICLE 14..... | 50 |
| Classification and Wage Schedules | 50 |
| ARTICLE 15..... | 57 |
| General Wage Provisions..... | 57 |
| ARTICLE 16..... | 58 |
| Traveling Expenses | 58 |
| ARTICLE 17..... | 60 |
| Traveling Time Credits | 60 |
| ARTICLE 18..... | 61 |
| Sick Leave..... | 61 |
| 18.2.1 Early Retirement | 64 |
| 18.3.1 Pension Plan..... | 65 |
| 18.4.1 Insurance Coverage..... | 66 |
| 18.4.2 Income Protection:..... | 67 |
| 18.4.3 Health Insurance | 67 |
| ARTICLE 19..... | 68 |
| Jury Duty | 68 |
| ARTICLE 20..... | 68 |
| Existing Benefits | 68 |
| 20.2 Effective on Date of Ratification:..... | 69 |
| ARTICLE 21..... | 69 |
| Outside Employment | 69 |
| ARTICLE 22..... | 70 |
| Air Credits..... | 70 |
| ARTICLE 23..... | 70 |
| Time Limits | 70 |
| ARTICLE 24..... | 70 |
| Technological Change | 70 |
| ARTICLE 25..... | 72 |
| Hand Tools | 72 |
| ARTICLE 26..... | 73 |
| Re-Location | 73 |

ARTICLE 27..... 73
Duration 73

This Agreement is made and entered into
this 27th day of May, 2005

Between

CHCH, a Division of CanWest MediaWorks Inc.
hereinafter referred to as the "Company"

of the First Part

and

**Communications, Energy and Paperworkers Union of Canada,
And its Local 1100**

hereinafter referred to as the "Union"

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 covering the 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

Relationship

- 2.1 The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union. 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 or any employee by reason of any action taken by any supervisor in carrying on his/her duties for the Company.
- 2.2 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity on behalf of any labour organization.
- 2.3 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his/her non-membership or lack of activity in any labour organization.
- 2.4 The Union will not engage in the solicitation of Union membership during working hours or hold meetings at any time on company premises without permission from the Company.
- 2.5 The Company agrees that it will not discourage membership in the Union, or attempt to encourage membership in another Union.
- 2.6 The Company agrees that all employees are entitled to certain rights under the Canada Labour Code, and that nothing in this Agreement shall be construed as to deprive Union members of said rights.
- 2.7 Whereas the Parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to form a Joint Union/Management Committee. This Committee shall meet quarterly, as a minimum, during each

calendar year, or as requested by either Party, in a sincere effort to establish and maintain a Union/Management relationship without any sacrifice of principle of either Party. This Committee will provide for honest discussion and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 3

Definitions

3.1 Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent for all employees of the employer save and except those at or above the rank of Manager, News Director, Executive Assistant to Vice President and General Manager, Secretary to Vice President-Finance, Secretaries to Vice-Pres.-Sales, Secretary to Vice President Engineering/ Operations Manager, IT Coordinator, IT Network Coordinator, Assistant Manager - News, Sales Persons, Assistant Manager - Sales Service, Executive Producer, Technical Producer, Operations Coordinator, Accounting Supervisor, Program Supervisor, Building Maintenance Person, Payroll and Benefits Administrator, Construction Carpenter, Talent, Freelancers, Casual Employees, Manager Human Resources, Special Projects Coordinator and Executive Assistant to Manager Technologies.

3.2.1 Employee

The term "employee", as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 3.1. 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 Industrial Relations Board (C.I.R.B.).

3.2.2 The Union shall be advised, in writing, at least two (2) weeks prior to the creation of any such new job or classification.

3.2.3 The Company agrees it will not create any new job or classification by combining any job or classification without prior consultation with the Union. The Company shall advise the Union in writing, where business and operational requirements permit, at least two weeks in advance of posting any new job or classification.

3.3.1 Part-Time and Temporary Employees

- a) Part-time employees shall be defined as persons who, although they may be regularly scheduled throughout the year, work less than 35 hours or 40 hours per week, whichever is applicable, averaged over a six-month period. For purposes of averaging, the maximum hours of work for an employee shall be 35 or 40 hours per week, whichever is applicable, regardless of actual hours worked.
- b) Temporary employees shall be defined as persons who are hired for a given term of employment to cover childcare leaves, vacation leaves, or any other leaves, or for employment during peak load periods.
- c) The Company agrees to notify the Union on a monthly basis of the names of Part-time or Temporary employees and their hours of work in the pay periods being reported.
- d) Part-time or Temporary employees shall not be hired for the purpose of eliminating the jobs of full-time employees.
- e) The following provisions of the Collective Agreement shall not apply to Part-time or Temporary employees: Article 8 (except 8.2.1; 8.2.2; 8.4; 8.5; 8.10), Article 12 (except 12.9 and 12.12), Article 13, Article 15, Article 18 and Article 19.
- f) Part-time and Temporary employees shall be entitled to receive annual vacation as follows:

- i) After one year up to and including five (5) consecutive years of employment: two (2) weeks of vacation.
- ii) After six (6) consecutive years of employment: three (3) weeks of vacation.

Vacation pay shall be calculated on the basis of 4% in the case of employees to whom i) applies and 6% in the case of employees to whom ii) applies. Vacation pay shall be included within each bi-weekly payment.

- g) Part-time employees may apply for full-time job openings. In considering the application of a part-time employee, the Company will take into account his/her service to the Company, in addition to his/her skill, ability and qualifications. Part-time employees who have worked the equivalent of six (6) months of regular full-time employment (910 hours or 1040 hours, whichever is applicable) and who apply for full-time job openings shall be given preference over outside applicants where such employee's qualifications, training, experience and education are relatively equal to the qualifications, training, experience and education of such outside applicants.
- h) Part-Time and Temporary employees shall be considered probationary for the first accumulated 910 hours or 1040 hours worked, whichever is applicable. Where the Company terminates an employee during the probationary period, the termination shall be deemed to be for just cause.
- i) Where a Part-time or Temporary employee successfully applies for a full-time job, he/she shall be credited with seniority calculated on the basis that one (1) year of seniority equals 1820 hours or 2080 hours (whichever is applicable) of part-time or temporary work. If the full-time job is the same job performed by the employee while as a part-time or temporary employee, such seniority shall count towards his/her probationary period. Where the full-time job is not the same as the part-time or temporary job, the employee must still complete a six-month probationary period.

- j) A Part-time or Temporary employee shall be paid 6% of regular straight time hourly wages in lieu of all fringe benefits.
- k) Part-time or Temporary employees shall not be scheduled to work for a tour of duty that is less than three (3) hours.
- l) The regular straight time hourly rate of part-time or Temporary employees shall be calculated by dividing the weekly wages payable to full-time employees by 40 or 35, whichever is applicable.
- m) Part-time or Temporary employees shall progress from the start to the maximum rate in each classification in accordance with their length of service in that classification. For purposes of wage progression, one (1) year equals 1820 hours or 2080 hours, whichever is applicable, and actual hours of work shall be used for calculation of length of service of part-time or temporary employees. For purposes of calculation of length of service, no part-time or temporary employee will be allowed to accumulate more than 35 or 40 hours per week, whichever is applicable.
- n) Part-time or Temporary employees shall be paid according to the wage schedule of the classification to which they are assigned, based on length of service within that wage classification. However, credit for industry experience may be recognized by the Company at the time of hiring.
- o) Progression up the salary schedule within such classification shall automatically occur on the pay period following attainment of the specified number of hours.
- p) When a Part-time or Temporary employee is promoted or transferred into a higher pay classification, he/she shall move into the higher salary scale and receive at least the equivalent of his/her former rate and shall progress upward thereafter in accordance with 3.3 (l) and (n) above.
- q) Salaries shall continue to be paid on every second Thursday.

- r) When a Part-time or Temporary employee agrees to work six (6) days in one week, work performed on the sixth day shall be compensated at time and one-half (1½) the regular straight time hourly rate up to ten (10) hours and double time thereafter. When a Part-time or Temporary employee agrees to work seven (7) days in one week, work performed on the seventh day shall be compensated at two (2) times the regular straight time hourly rate. For purposes of this provision, the week commences at 12:01 a.m. Monday.
- s) Where a permanent full-time employee requests and is authorized to change employment status to part-time status, the following shall apply:
 - i) The employee's full-time seniority shall continue to accumulate based on hours actually worked.
 - ii) Subject to paragraph (iii), hereof, the employee shall continue on the Company's employee benefit plan.
 - iii) Sick leave and insured earnings shall be calculated based on a twenty-four (24) hour workweek.
 - iv) The provisions of paragraph (s), shall only apply to an employee who works twenty-four (24) hours per week on a regular basis. The Company reserves the right to require such an employee on an "as-necessary" basis to work additional hours.
- t) A Part-time or Temporary employee who has completed three (3) consecutive months of employment shall be given two (2) weeks notice in advance of lay-off, or two (2) weeks pay in lieu thereof at the Company's discretion.
- u) The employment of a Temporary Employee, unless provided with notice of layoff as in paragraph (t) above, shall be deemed to be terminated at the expiry of their given term of employment.

3.3.2 Part-Time Employee Benefits

Part-time employees will be entitled to enroll in the Company's insured Employee Benefits Plan for part-time employees subject to the following conditions:

- a) Eligibility for enrolment dates shall be February 1st and August 1st of each year for benefit coverage effective March 1st and September 1st of each year.
- b) A part-time employee must have worked an average of twenty (20) hours per week exclusive of overtime hours worked during the preceding six (6) month period prior to February 1st and August 1st of each year.
- c) A part-time employee who is eligible and participates in the Part-Time Employee Benefits Plan must be insured for each applicable portion of the benefit program (excluding employee and spousal Optional Life Insurance), except a part-time employee may opt out of the Health Care and Dental Care Benefits if the part-time employee has similar coverage under his/her spouse's plan.
- d) The Company may, in its absolute discretion, enroll or continue to enroll an employee in the Insured Employee Benefits Plan, notwithstanding that an employee may not qualify for continuing enrolment pursuant to paragraph (b) hereof, an employee who continues to satisfy the enrolment requirements set for in Article 3.3.2 (b) hereof shall continue to be enrolled in the plan.
- e) Vacations, statutory holidays and authorized paid leaves of absence shall be considered as time worked.
- f) A part-time employee covered by the dental care plan shall, by payroll deduction pay sixty percent (60%) of the premiums applicable to the dental plan.
- g) A part-time employee covered by the extended health care plan shall by payroll deduction, pay twenty-five percent (25%) of the premiums applicable to the extended health care plan.

- h) A part-time employee covered by the Long Tem Disability Plan shall, by payroll deduction, pay one hundred percent (100%) of the premiums applicable to the Long Term Disability Plan.
- i) Subject to paragraphs (f), (g) and (h) hereof, premium costs in respect of the available coverage shall be paid or shared on the same percentage share basis, as may be the case for full-time employees.
- j) Any conflict between the details set forth in the Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Company in respect to the plans.
- k) Eligibility for coverage under the plans shall be as set forth in the insurer's policies. It is recognized that the current policies do not prohibit coverage as contemplated in 3.3.2 (a), (b) and (c) hereof.
- l) The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.
- m) Part-time and Temporary employees who do not qualify, or who chose not to enroll for insured employee benefits (as described in 18.4.1; 18.4.2 (b); and or Article 3.3.2) shall be paid 6% of regular straight-time hourly wages in lieu. For insured employee benefits purposes, a part-time employee accepting a temporary position shall maintain his/her insured employee benefits while filling a temporary position. By virtue of the Pensions Benefits Act an employee may qualify for enrollment in the pension plan, notwithstanding the fact he/she may qualify for insured employee benefits.

3.4 Students

The Company may employ students who are enrolled in a recognized educational institution. Students shall not be hired for the purpose of eliminating the jobs of full-time employees.

Students shall be treated in the same fashion as part-time employees pursuant to Article 3.3 of this Agreement.

3.5 Employee Provisions

All employees covered by this Agreement shall be considered employees of the permanent establishment.

3.6 All employees covered by this Agreement shall be provided by the Company with a copy of all the Company's rules and regulations.

3.7 All employees covered by this Agreement shall be provided by the Company with a current informational booklet(s) summarizing the terms of the Pension Plan, and other insured benefits provided by the Collective Agreement.

3.8 Employee Responsibilities

Employees shall take all necessary and reasonable care and precaution so as to ensure against loss or damage of Company premises, property and equipment. The employee must report any loss or damage immediately to his/her manager.

ARTICLE 4

Management Rights

4.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, reclassify, and suspend employees; and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, discharged or suspended without reasonable 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/she has been disciplined, other than by discharge or suspension, without reasonable cause may be the subject of a grievance and

may be processed through the grievance procedure up to, but not including, arbitration.

- 4.2** The Union further recognizes the right of the Company to operate and manage its business in all respects. The number and location of plants, the direction of the working forces, the amount and type of supervision necessary, the methods, procedures and standards of operation. The content of the programs, the judgment and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, the right to select and procure machinery and equipment and to design and engineer equipment, which may be incorporated in the Company's plant, and control over all operations, buildings, machinery and equipment is solely and exclusively the responsibility of the Company.
- 4.3** The Union further recognizes that the Company has control over all employees and has the right to make, alter and enforce, from time to time, certain Company rules and regulations to be observed by the employees. At least one (1) week (except in mitigating circumstances) prior to implementing any new rules and regulations, the Company will discuss the same with the Union. Any such new or altered rules and regulations shall be communicated to employees, in writing, before taking effect.

ARTICLE 5

Union Rights

5.1 Union Membership and Dues Check-Off

Pursuant to Section 70 of the Canada Labour Code, the Company agrees to deduct the regular union dues stipulated by the Union by-laws from the gross earnings of bargaining unit employees and to remit the same to the Canadian Association of Broadcast Employees by payment to the nominee of the President of the Union not later than the 15th day of the following month. The Union shall notify the Company in writing at least 30 days in advance of any change in the amount to be deducted. The Company, when remitting such dues, shall name the employees from whom such deductions have been made, the respective amounts deducted, and the employees who have left or joined the Company since the last remittance.

5.2.1 Posting of Notices

When an employee has been temporarily transferred, promoted, demoted, or reclassified, or when a transfer, promotion, demotion, or reclassification is made permanent, such employee shall be notified in writing within five (5) days from the time the change is made.

5.2.2 The Company shall mail to the Union President, one (1) copy of each of the following:

- a) Employee status change forms which have been provided to employees. Said forms shall be provided as soon as reasonably possible following the change in status.
- b) Notice of any vacancy in any classification within the bargaining unit.
- c) Any circular or notice, addressed to employees within the bargaining unit, pertaining to the application or interpretation of this Agreement arising from a grievance meeting.
- d) On a monthly basis, the names of employees as defined in Article 3.3, their hours of work and the Functional Group to which they are assigned.

- e) A Seniority List as referred to in Article 12.2.2.
- f) Any disciplinary action placed on an employee's file, unless the employee requests in writing that the same not be sent.

5.2.3 The Company agrees to provide the Union President, Vice-President, Secretary and National Union Representative with an electronic notification of "Employees – Starts, Lefts and Other" as soon as reasonably possible.

5.2.4 If the Union desires to post notices on Company bulletin boards or on Company property, such notices shall be first submitted to the management for approval. Neither the Company nor the Union shall make any changes in such notices thereafter.

5.3 Union Access to Premises

Upon reasonable notification, the Company may permit free access to its operating areas by an accredited Union Representative to enable him/her to observe whether the provisions of this Agreement are being complied with.

5.4.1 Reports on Performance

It is recognized that an allegation with respect to an employee's work record or conduct requires a review of the allegation by the employee's department manager before a decision is made relative to the entry of the same on the employee's work record. It is understood, however, that the department manager shall reach a decision thereon within ten (10) working days of his/her first becoming aware of the allegation, and if, in his/her opinion, it is appropriate to make a derogatory notation on the employee's work record, such notation shall be made within the same ten (10) working days. Derogatory notations shall be removed from the employee's work record and destroyed after a period of two (2) years, has elapsed from the date of the incident that precipitated the notice referred to above, provided that no similar or linked incidents have occurred during this two (2) year period.

5.4.2 Where any Company notices, letters or any other documentation pertaining to job performance are recorded on the employee's work record, and there shall be only one (1) such record, the employee shall be notified in writing within three (3) working days after entry of such notation. The employee shall be given the opportunity to reply, in writing, within ten (10) working days after he/she has been given the notice referred to above. If the above procedures are not followed, such notations shall not become part of the employee's record. Any employee has the right to review their own work record upon request.

5.5.1 Leave of Absence

The Company will grant leave of absence without pay to not more than three (3) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate, ten (10) days for any one employee in any one calendar year, provided that in the opinion of the Company this shall not interfere with the efficient operation of the station. Not more than one (1) employee from each job function is to be released unless mutually agreed.

5.5.2 Upon request by the Union, the Company agrees to release without loss of pay or leave credit, Union representatives to attend grievance meetings with Management concerning this bargaining unit, not exceeding the number stipulated in Article 6, Section 6.1.2, Step 2 of this Agreement.

5.5.3 The Company will grant leave of absence without pay, for a period not to exceed one (1) year, to allow an employee to accept a position with the Union, on receipt of a written request from the employee and the President of the Union.

5.5.4 The Company may, at its discretion, grant leave of absence for a reasonable period of time without pay to an employee wishing leave of absence for reasons other than those listed above, provided such leave is requested in writing at least seven (7) days prior to the start of such leave.

- 5.5.5** Bereavement leave with pay shall be granted in the event of a death of a relative or close friend. The length of said leave will be at the discretion of the Company.
- 5.5.6** Employees with child-care responsibilities shall be entitled to leave of absence in accordance with the relevant provisions of the Canada Labour Code.
- 5.5.7** The Company agrees to provide a SUB-plan approved by all necessary government authorities which provides that any employee with at least one (1) year of seniority who has applied for maternity leave or adoption leave and who qualifies for benefits under The Unemployment Insurance Act on account of such leave shall receive 95% of the employee's basic pay during the mandatory two (2) week waiting period for statutory benefits.

ARTICLE 6

Grievances

6.1.1 Grievance Procedure

The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

- 6.1.2** The Parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to his/her employer at any time and nothing in this Agreement shall be deemed to deprive him/her of this right.

- 6.1.3** Grievances shall be adjusted and settled as follows:

Step 1: The aggrieved employee or Shop Steward shall present the grievance orally or in writing to his/her Manager. The grievor shall have the assistance of the Shop Steward or a member of the Union Grievance Committee if he/she so desires. If a settlement is not reached within forty-eight (48) hours (or any other period of time which may be mutually agreed upon) the grievance, provided it is

on the prescribed form, may be presented as follows at any time within seventy-two (72) hours thereafter. This time may be extended by an additional seventy-two (72) hours at the request of either party. Any further extension may be agreed upon by mutual consent.

Step 2: The Union Grievance Committee, which shall consist of not more than three (3) employees named by the Union, shall meet with the General Manager or his/her designee. Should no settlement be reached within seventy-two (72) hours (or such other time as may be mutually agreed upon), the next step of the grievance procedure may be taken at any time within seven (7) days thereafter. Any further extension may be agreed upon by mutual consent.

Step.3: The Union Grievance Committee shall meet with the General Manager of the Company or his/her designee, and may be accompanied by a National Representative of the Union if they so desire.

If final settlement of the grievance is not completed within nine (9) working days after deliberations have commenced, and if the grievance is one which concerns the interpretation or violation of this Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 6, Section 6.4, provided, however, that no grievance shall be referred to arbitration which usurps the function of Management as set forth in Article 4, Section 4.2, or where no grievance is filed within nine (9) working days after the circumstances giving rise to the grievance became known or should have become known to the employees.

6.1.4 The parties agree that it is desirable that each step in the grievance and arbitration procedure shall take place within the time limits set forth (or as extended by mutual agreement in writing). Notwithstanding the time limits set forth, however, the Board of Arbitration shall have jurisdiction to extend the time limits at any stage of the grievance and arbitration procedure where there exists reasonable grounds for failure to comply with the time limits, and the other party has not suffered prejudice as a result of the failure to comply.

- 6.1.5** In cases of great import, any or all of the above steps may be omitted by mutual consent.

6.2 Management Grievances

It is understood that the Management may at any time request a meeting with the Union Grievance Committee to discuss any complaint with respect to the conduct of the Union, its Officers or Committeemen, in its day-to-day relationship with the Company or non-Union employees and that, if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way and to the same extent as the grievance of any employee.

6.3 General Grievances

Should a difference arise between the Company and the Union, regarding the interpretation, administration or alleged violation of this Agreement, it shall be taken up at Step 3 of the Grievance Procedure outlined above. If no satisfactory settlement is reached, either party may file a request for arbitration in the manner outlined in Article 6.4.

- 6.4** A grievance in order to be processed through the grievance/arbitration procedure, shall set out the matter complained of, the specific provisions of the Agreement related to the grievance and the remedy sought.

6.4.1 Arbitration

Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, in any respect, which has been properly carried through the grievance procedure outlined in Article 6 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

- 6.4.2** The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board, unless the parties mutually agree in writing to submit any such grievances to a single arbitrator.

A single arbitrator shall hear all discharge grievances.

- 6.4.3** Within seventy-two (72) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.

- 6.4.4** Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on the third person within ten (10) days of the notification mentioned above, the Federal Minister of Labour will be asked to appoint the arbitrator.

If the parties are unable to agree on the selection of a single arbitrator within ten (10) days of the notification mentioned above, the Federal Minister of Labour will be asked to appoint the arbitrator.

- 6.4.5** The decision of the Board of Arbitration constituted in the above manner shall be binding on both parties.

- 6.4.6** The Board of Arbitration shall not have any power to alter or change any of the provisions in this Agreement or to substitute any new provisions for any existing provisions.

- 6.4.7** Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

ARTICLE 7

No Strikes - No Lockouts

- 7.1** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union

agrees that, during the lifetime of this Agreement, there will be no strike, picketing, or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

- 7.2 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or stoppage of work contrary to this Agreement, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in the grievance procedure.
- 7.3 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in the grievance procedure.
- 7.4 The Union further agrees not to involve the Company in any dispute which may arise between any other employer and the employees of such other employer.
- 7.5 The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property owned or operated by a person other than the Company or a related company where a lawful strike of any persons whose functions are similar to those covered by this Agreement is in progress. Nor, in such circumstances, shall the Company feed a program or programs (other than those programs which are normally fed) to an unrelated company or station where the program or programs are exclusively for such unrelated companies or stations.

ARTICLE 8

Work Week

8.1.1 Hours and Scheduling of Work

Except for employees defined in Article 8.1.2, the 40-hour workweek shall obtain and shall commence at 12:01 a.m., Monday. A regular workweek shall consist of five (5) regular workdays not

exceeding a total of forty (40) hours. The workday shall consist of eight (8) consecutive hours inclusive of meal periods and inclusive of break periods. There shall be two (2) consecutive days off. These two (2) consecutive days off may be in separate workweeks, i.e. Sunday and Monday. The Company shall endeavour to arrange its scheduling so as to allow each employee a minimum of one weekend, (i.e. Saturday and Sunday) off each month. However, this shall not become a subject for a grievance. The five (5) working days in any week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

- 8.1.2** The normal working hours for employees in Creative Services, Secretaries, Program Publicists, Program Assistants, Program Coordinators, Accounting personnel and Traffic Department are from 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive. Employees are permitted to take up to one hour for lunch between 12:00 noon and 2:00 p.m. All time worked in excess of eight hours in any one day (inclusive of meal periods) shall be considered overtime and paid at the time and one-half or double time rate as stipulated in Article 8.2.

8.2.1 Overtime

Except for the employees as defined in Article 8.1.2, all time worked in excess of eight (8) hours in any one day shall be considered overtime and shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee up to and including the tenth (10) hour. All hours worked in excess of ten (10) hours in any one day shall be paid at the rate of two (2) times the hourly rate. No employee shall be repeatedly assigned excessive overtime.

- 8.2.2** Notwithstanding anything contained in this Article, or in any Article of this Agreement which may suggest otherwise, it is understood that for the purposes of computing an employee's hourly wage rate for his/her overtime and all other purposes, his/her weekly wage rate is divided by forty (40) hours.

8.3 Work on Scheduled Days Off

When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the hourly rate with a minimum credit of eight (8) hours. After eight (8) hours, compensation shall be two (2) times the hourly rate. When an employee who has worked on a scheduled day off, agrees to work on a second and/or third, and/or fourth, day off, in the case of a four-day weekend, work performed on that/those days, shall be compensated at two (2) times the hourly rate, with a minimum of eight (8) hours.

8.4 Tour of Duty

A tour of duty shall mean the authorized and/or approved time worked by an employee during a day calculated to the end of the last quarter hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it started.

8.5.1 Turnaround

The turnaround period shall consist of a minimum of twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

8.5.2 All hours 'which encroach on the turnaround period' shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee, except as follows:

- a) Encroachment on a swing-in-shift where employees are on a regular rotating shift pattern. Such encroachment normally occurs in conjunction with an employee's regular scheduled days off.
- b) Where the encroachment is less than four (4) hours, the rate shall be one and one-half (1½) times the hourly rate of the employee.
- c) Where the encroachment is four (4) hours or more, the rate shall be two (2) times the hourly rate of the employee. This rate shall apply until the minimum turnaround period has been reached.

Encroachment Rate

| | |
|---------------|------|
| 0 - 3 ½ hours | 1½ x |
| 4 - 12 hours | 2 x |

8.6 Scheduled Days Off

The two (2) consecutive scheduled days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus the turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one week are taken co-terminously to the two (2) consecutive days off in the following week, only one turnaround period shall apply. Once the employee's daily work schedule has been posted, in accordance with Article 8.7.1 and 8.7.2., scheduled days off shall not be changed without the employee's consent.

8.7.1 Posting of Schedules

It is the intention of the Company to ensure that each employee shall be apprised of his/her daily work schedule at the earliest possible time. The Company will post the work schedule for all employees, except for Mobile Production employees and for employees engaged in single or double hand-held camera production, by 5:00 p.m. Tuesday, two (2) weeks prior to the week covered by the work schedule. Should no starting time be posted or given prior to 1:00 p.m. two (2) days prior to the day in question, the starting time shall be deemed to be 9:00 a.m.

8.7.2 The Company will endeavour to post the work schedule for Mobile Production employees and for employees engaged in single or double hand-held camera production by 5:00 p.m. Tuesday, two (2) weeks prior to the week covered by the work schedule. However, the work schedule for Mobile Production employees and for employees engaged in single or double hand-held camera production will be posted no later than 5:00 p.m. Tuesday, one (1) week prior to the week covered by the work schedule. Should no starting time be posted, or given, prior to 1:00 p.m., two (2) days

prior to the day in question, the starting time shall be deemed to be 9:00 a.m.

8.8.1 Change of Schedule

Each employee shall be notified of any change in starting time as much in advance as possible. The Company will be deemed to have given notice when such notice has been posted, provided that the employee is scheduled to work in, or from, the location where the notice is posted at some time after the notice is posted, but at least forty-eight (48) hours prior to the new starting time. At the time of notification, the proposed shift shall be clearly identified to the employee. If such notice is not given, the employee shall be credited with the hours originally scheduled, plus any additional hours, at the employee's regular straight time hourly rate. If all hours credited are actually worked, normal overtime, penalties and premiums shall apply.

8.8.2 In the case of a change of starting time to cover a sick employee, each employee affected shall be notified directly of the change of starting time to cover a sick employee, not later than twelve (12) hours prior to the original start time of the shift being changed. At the time of notification, the proposed shift shall be clearly identified to the employee. If such notice is not given, the employee shall be credited with the hours originally scheduled, plus any additional hours, at the employee's regular straight time hourly rate. If all hours credited are actually worked, normal overtime, penalties and premiums shall apply.

8.8.3 Prior to going on vacation of three (3) days or more, an employee shall be notified directly of his/her daily work schedule of the week of his/her return to work. However, should this schedule change, the Company must notify the employee directly of said change. A letter addressed and mailed or delivered to the employee's last known address, or a telephone message left for the employee at the telephone number provided by the employee, shall be deemed notice.

8.9.1 Call Back

For the purposes of calculating overtime premiums and night differential, call back shall be considered to be part of an employee's tour of duty.

- 8.9.2** An employee called back to work after a completed tour of duty, outside his/her regularly scheduled hours, shall be paid (a) one (1) hour call back at one and one-half (1½) times his/her hourly rate and (b) in addition, for a minimum of two (2) hours at the rate which would be applicable if the tour of duty had been continuous.

8.10 Night Differential

An employee whose tour of duty requires him/her to work for any period between the hours of 2:00 a.m. and 6:00 a.m. inclusive shall be paid a night differential of fifteen per cent (15%) of his/her basic wage rate for the entire tour of duty.

8.11 Leadership

In any instance where the Company appoints or designates an employee to be a "leader" in his/her functional group, the Company shall pay the employee a premium of ten (10) per cent above the top rate in the group. This is not to be considered to commit the Company to appoint a "leader" or "leaders" in any circumstances.

8.12.1 On-Call - Transmitter and Maintenance Technicians

Where a Transmitter and Maintenance Technician is assigned to be "on-call", the following shall apply.

- a) Where the assignment is during non-working hours on a regularly scheduled workday, the employee so assigned will be entitled to claim a premium of \$12.00 for all such assigned time during each twenty-four (24) hour period.
- b) Where the assignment is during non-working hours on a regularly scheduled day-off, the employee so assigned will be entitled to

claim a premium of \$16.00 for each twenty-four hours so assigned.

- 8.12.2 An employee assigned to be “on-call” shall be provided with a pager or cell phone, at the Company’s discretion, during the period of his/her “on-call” assignment.
- 8.12.3 The payment of an “on-call” premium shall not affect any other premium to which an employee would have been entitled had there been no “on-call” premium.
- 8.12.4 “On-call” premiums shall not be added to the employee’s hourly rate.

8.13 Alarm Notification

Notification of alarm begins a half-hour (1/2) incident for which the technician will be paid at the rates defined below. Any subsequent alarm within the same half-hour (1/2) is assumed to be covered by the same half-hour (1/2) incident.

If the technician is on a working day, or is working on a day off, and the alarm occurs outside of the regular tour of duty, the rate will be at the rate, which would be applicable if the tour of duty had been continuous.

If the technician is on day(s) off, the rate will be at one and one-half (1½) times the regular rate of pay. Starting with the seventeenth (17) half-hour (1/2) incident, the rate of pay will be at two (2) times the regular rate of pay.

ARTICLE 9

Meal and Rest Periods

9.1 Meal Periods

The Company shall allow employees to eat on the job at a time that will not interfere with the efficient carrying on of their duties.

However, as this is being done on Company-paid time, the employees so eating will still be responsible for the performance of their normal duties.

9.2 Rest Periods

All employees shall be entitled to two (2) reasonable rest periods during each eight (8) hour shift, and one (1) additional rest period per each additional four (4) hours of a tour of duty. These rest periods shall be arranged so as not to interfere with the efficient operation of the station. The Company shall continue the policy of permitting employees to consume coffee at convenient periods on the premises, provided that this does not interfere with the efficient performance of their duties.

9.3 Long Shift Meal Period

After ten (10) consecutive hours, and after each additional four (4) hours in any tour of duty, the Company shall provide a reasonable meal period, with a minimum duration of one half-hour (1/2), provided a reasonable meal period has not been assigned in the previous ten (10) hours. These shall be paid meal breaks.

9.4.1 Meal Allowance

Where an employee is required to work ten (10) or more consecutive hours in any tour of duty, and an adequate meal is not supplied, the employee shall be paid for a meal up to an amount not to exceed \$15.00, effective on ratification. This meal allowance will be paid except where the employee is on overnight assignment and/or is in receipt of per diem.

9.4.2 An employee working on assignment outside his/her local area during his/her assigned meal period, where overnight accommodation is not required, and an adequate meal is not provided, shall receive a meal allowance of \$15.00.

For the purpose of this agreement, "Local Area" shall be defined as any point within a thirty (30) kilometer radius of the employee's regular place of work.

9.5 Subsequent Meal Allowance

An employee shall be entitled to a subsequent meal allowance for each four (4) hour period worked at and beyond the first fourteen (14) hours of a tour of duty. This subsequent meal allowance shall be paid at a rate of half (1/2) the amount of the meal allowance described in 9.4.

ARTICLE 10

Safety

10.1 General Safety

The Company will continue to make reasonable provisions for the health and safety of all employees during their hours of employment. The Company will not require employees to perform any hazardous duties not reasonably compatible with their vocation.

10.2 Transmitter Safety

Employees assigned to Transmitter(s) may be assigned to perform any installation and maintenance work connected with the Technical plant in which the Transmitter is located. An employee may not be assigned to work beyond the inter-lock of the protective relay system if such work requires him/her to bypass the normal inter-lock functions while the Transmitter is operating, unless another employee is present.

ARTICLE 11

Duties

- 11.1** Subject to Article 11.2, the Company agrees to continue to assign duties relating to the preparation, audition, rehearsal and broadcast of the Company's television programs to employees as defined in Article 3 of this Agreement on premises owned and/or operated by the Company, and on remote locations where so assigned.
- 11.2** The Union agrees that where it is in the Company's interest to do so, the Company may transfer, contract, or assign work or functions heretofore performed by bargaining unit employees to other Radio or Television properties and Internet Services of Global Television Network Incorporated. In the event of a CHtv ownership change, such work or functions may also be transferred, contracted or assigned to like businesses owned by the new ownership. The Company agrees that before transferring, contracting or assigning work, the Company will meet with the Union to discuss plans relative thereto, and will explore with the Union the feasibility of permitting affected employees to transfer with the work or functions.
- 11.3** Without restricting the generality of Article 11.2, the Union agrees that the Company shall not be required to alter existing practices with regard to the following:
- a) Engineers employed by the Company who may use technical equipment in the execution of their normal job function.
 - b) Installation, operation and maintenance of sound and picture loops as provided by wire companies.
 - c) Outside contractors retained by the Company for a specific installation and modification.
 - d) Film or stills as provided to the Company by advertising agencies or sponsors.
 - e) Maintenance of cueing and titling devices, whether mechanical or electrical, rented by the Company for specific programs.

- f) Salesmen, Announcers or senior program personnel who may be required to use portable tape recorders in the execution of their normal job functions.
- g) The processing of film material by outside firms.
- h) The use of Transmitter Technicians to maintain remote transmitters more than two hundred (200) kilometers from the Main Station in Hamilton and the use of local technicians as transmitter monitors at any remote transmitter location. The above monitors would not be required to maintain any transmitter equipment. However, in an emergency, the monitoring person may re-set the transmitter when so directed.

11.4.1 The Union recognizes that Managers, Assistant Managers and/or Supervisors, as defined in Article 3.1 of this Agreement may continue to perform duties similar to those performed by members of the bargaining unit and agrees that this practice may continue.

11.4.2 Management's need to actively participate in the production of news will regularly cause management personnel to write, lineup or produce certain aspects of news. Management personnel will not go out to cover news stories, shoot, or edit, in other than exceptional circumstances within the geographic area described in 11.5. Each in-house produced news and current affairs show will have a bargaining unit producer.

However, it is understood that the practices as outlined in Articles 11.4.1 and 11.4.2 shall not be done to the extent of displacing employees in the bargaining unit, nor for the purpose of avoiding payment of overtime, nor to avoid filling of an existing job vacancy.

11.5 The following shall apply with respect to News Gathering activities:

- a) In respect of News Gathering within the geographical area normally covered by the existing Hamilton, Toronto and Niagara area News Bureaus, the News Gathering duties shall

continue to be performed by bargaining unit employees, provided however, as in the past, non- assigned and/or non-predicted events may be covered by a freelance person, where employees stationed in the particular bureau affected are not available. However, normally scheduled events may also be covered by a freelance person, when a bargaining unit employee is ill and where no other bargaining unit employee is available.

- b) In respect of News Gathering outside the three (3) geographical areas set forth in Paragraph (a) hereof, where the Company assigns a News Gathering employee(s) to be resident in such a geographical area for News Gathering purposes, the Collective Agreement shall apply to that employee(s).
- c) Where the Company assigns a News Gathering employee(s) pursuant to Paragraph (b) herein, News Gathering duties within the assigned geographical area shall not be performed by freelance persons except:
 - i) in the case of an overload situation, where the assigned person(s) is not capable of attending to all the News Gathering requirements within his/her regularly assigned shift; and/or
 - ii) during periods where the assigned person(s) is not scheduled to work.
- d) For purposes of applying the Collective Agreement, the normal place of employment for employees who are assigned to a geographical area other than Hamilton, shall be the location within the geographical area designated by the Company.
- e) Except as provided in this Article, the Company shall not be restricted in the utilization of freelance personnel for News Gathering.
- f) No News Gathering, bargaining unit employee shall be laid-off as a direct result of the utilization of freelance personnel, and the normally scheduled regular hours of work of such employees

shall not be reduced as a result of the utilization of freelance personnel.

- 11.6** At a remote location where another Union has an effective Collective Agreement whose members perform duties similar to the duties performed by members of the bargaining unit as defined in Article 3, the crew supervisor or his/her designee shall be responsible for the supervision of such duties.

ARTICLE 12

Seniority

12.1 Probation

An employee will be considered probationary for the first six (6) months. An employee will have no seniority rights during the probationary period. At the end of the probationary period, his/her seniority shall date back to the day on which his/her employment began. Where the Company terminates an employee during the probationary period, the termination shall be deemed to be for just cause.

12.2.1 Company Seniority

Company seniority shall mean the length of continuous service with the Company computed from the date of hiring.

- 12.2.2** The Company will post a Seniority List within sixty (60) days following the end of each calendar year.

12.3.1 Functional Groups and Lay-Offs

When the Company determines that a lay-off is required within a functional group; the employee with the least company seniority in that functional group shall be laid off first. For the purposes of this article the functional groups shall be as follows:

Group A:

All employees engaged in the job function of Television Assistant.

Group B:

All employees engaged in the job function covered by the General Television Group, except VTR Operators.

Group C:

All employees engaged in the job function of Chyron or Audio/Chyron.

Group D.1:

All employees engaged in the job function of VTR Operator.

Group D.2:

All employees engaged in the job function of VTR Librarian/Archivist.

Group E.1:

All employees engaged in the job function of Operating Supervisor.

Group E.2:

All employees engaged in the job function of Remote Technical Director

Group E.3:

All employees engaged in the job function of Master Control Supervisor

Group E.4:

All employees engaged in the job function of Supervisor of On-Air Operations.

Group E.5:

All employees engaged in the job function of Supervisor of Mobile Operations.

Group F.1:

All employees engaged in the job function of Transmitter and Maintenance Technician

Group F.2:

All employees engaged in the job function of Studio Remote Engineering Supervisor

Group F.3:

All employees engaged in the job function of Special Engineering Projects Supervisor

Group F.4:

All employees engaged in the job function of Maintenance Operating Supervisor

Group G.1:

All employees engaged in the job function of News Reporter

Group G.2:

All employees engaged in the job function of Videographer

Group H:

All employees engaged in the job function of Clerk Technician

Group I.1:

All employees engaged in the job function of Electronic News Gathering, Camera/Editor.

Group I.2:

All employees engaged in the job function of Microwave Operator.

Group J:

All employees engaged in the job function of Electronic Graphic Artist

Group K:

All employees engaged in the job function of Writer/Producer

Group L:

All employees engaged in the job function of Copy Clerk

Group M:

All employees engaged in the job function of Traffic Clerk-Typist

Group N:

All employees engaged in the job function of Traffic Coordinator

Group O.1:

All employees engaged in the job function of Library Supervisor

Group O.2:

All employees engaged in the job function of News Librarian

Group P:

All employees engaged in the job function of Production Assistant

Group Q:

All employees engaged in the job function of Assistant to Director of Marketing Services

Group R:

All employees engaged in the job function of Shipper/Receiver

Group S:

All employees engaged in the job function of Field Producer

Group T:

All employees engaged in the job function of Studio/Remote Audio where over 50% of their work is on remote mobile facilities

Group U:

All employees engaged in the job function of VTR Program Editors who are fully competent in all of the Company's editing suites

Group V.1:

All employees engaged in the job function of Accounting Clerk.

Group V.2:

All employees engaged in the job function of Accounts Payable/Receivable.

Group W:

All employees engaged in the job function of Secretary

Group X.1:

All employees engaged in the job function of Program Assistant

Group X.2:

All employees engaged in the job function of Program Coordinator

Group X.3:

All employees engaged in the job function of Program Publicist

Group Y:

All employees engaged in the job function of Switchboard/Receptionist

Group Z.1:

All employees engaged in the job function of Operations Scheduler

Group Z.2:

All employees engaged in the job function of Assistant Operations Scheduler

Group AA:

All employees engaged in the job function of Lighting Director

Group BB:

All employees engaged in the job function of Assignment Editor.

Group CC:

All employees engaged in the job function of Media and Community Relations Coordinator.

Group DD:

All employees engaged in the job function of News Producer.

Group EE:

All employees engaged in the job function of News Writer.

Group FF:

All employees engaged in the job function of Line-Up Editor.

12.3.2 An employee about to be laid-off from any one of the functional groups who has in another functional group either:

- i) Three (3) months or more continuous service in the seven (7) years immediately preceding the lay-off; or
- ii) Six (6) months of accumulated service in the seven (7) years immediately preceding the lay-off, may apply his/her Company Seniority and bump to such other group on that basis. This provision shall not apply where an employee is not qualified in the functional group to which he/she wishes to revert, and who was notified in writing of his/her failure to qualify. Notwithstanding anything which may suggest otherwise, any employee in Groups F.1, F.2, F.3 or F.4, who have not been employed in that capacity for a period of one (1) year shall not automatically be deemed to be qualified to return to that function. An employee about to be laid-off from Functional Groups F.2, F.3 or F.4, will be entitled to revert down to Group F.1 and apply his/her Company Seniority in that Group.

- a) For purposes of Articles 12.3.2 and 12.4.3, in determining continuous and accumulated service,
 - i) only a completed shift of seven (7) or eight (8) hours, as the case may be, shall be counted,
 - ii) one (1) month shall be deemed to be twenty-one and two-thirds ($21\frac{2}{3}$) working days,
 - iii) if service is interrupted by vacation, sick leave, leave of absence or lay-off, and the employee returns to the same functional group, service shall be deemed to be continuous. However, any period of interruption shall not be counted for the purposes of Article 12.3.2.
- b) For the purposes of section 12.3.2, an employee who, as of December 31, 1987, has three (3) months or more of continuous service in any one of the functional groups listed in section 12.3.2 will not be required to satisfy the requirement of having accumulated such continuous service in the seven (7) year period immediately preceding any lay-off from such group.

12.3.3 The Company will give two (2) weeks' notice of lay-off resulting from a general reduction of staff due to shortage of work, provided that:

- a) The Company, in its discretion, may instead of notice, provide pay in lieu of notice, in whole or in part.
- b) Sick leave will not be granted for illness occurring during the period of notice, except at the discretion of the Company.

12.4.1 Re-engagement of Laid-Off Employees

An employee to be laid off will be given an opportunity to make application to fill any existing job vacancy. When vacancies occur, the Company agrees to recall laid-off employees (who have acquired seniority) as follows:

- 12.4.2** Where the vacancy is in the same functional group in which the employee was engaged prior to the lay-off, recall shall be in the order of company seniority.
- 12.4.3** Where the vacancy is in another functional group in which the employee has attained either continuous or accumulated service, on the basis described in Section 12.3.1, the employee shall have the right to be recalled in order of Company Seniority.
- 12.4.4** Where it has not been possible to fill a vacancy by the application of Paragraph 12.4.2 hereof, then recall shall be in the order of Company seniority, provided that the employee possesses the skill, competence, efficiency, training and experience necessary to perform the job.
- 12.4.5** Where an employee has been laid off for a period exceeding one (1) year, he/she shall be given preferential consideration for re-employment provided that he/she has an application for re-employment on file.

12.5.1 Loss of Seniority

An employee shall lose his/her seniority standing for any of the following reasons:

- 12.5.2** If he/she voluntarily quits his/her employment with the Company.
- 12.5.3** If he/she is discharged and is not reinstated pursuant to the provisions of the grievance procedure.
- 12.5.4** If he/she has been laid off due to the lack of work for less than one (1) year and fails to report for work within ten (10) days after he/she has been requested to do so by the Company. Such notice shall be given by registered mail sent to the employee at the last address given by him/her to the Company.

12.5.5 If an employee has been off the payroll for a continuous period of one (1) year or more, except by reason of relevant provisions of Articles defined under Leave of Absence.

12.6.1 Severance Pay

An employee who has completed his/her probationary period and who is laid-off, shall (upon a request being made in writing to the Company) be paid Severance pay as follows:

- i) In the case of a lay-off caused by a transfer, contracting or assignment of work as referred to in Article 11.2, and/or which is caused by the introduction of Technological Change, as referred to in Article 24, severance pay shall be based on three (3) weeks regular salary for each full year of continuous service to a maximum of seventy-eight (78) weeks.
- ii) In the case of all other lay-offs, the severance pay shall be based on two (2) weeks regular salary for each full year of continuous service to a maximum of fifty-two (52) weeks.

In the case of incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

12.6.2 Severance payments as in Article 12.6.1 shall be deemed to include any severance payment required by any statute.

12.6.3 An employee who makes a request in writing pursuant to Article 12.6.1 hereof, after having been paid his/her Severance Pay shall be deemed to have surrendered all his/her seniority rights and all rights to re-engagement.

12.6.4 In addition to severance pay as set forth in Article 12.6.1 (i) hereof, the following notice (or pay in lieu thereof) provision shall apply:

- i) In the case of lay-off as a result of Technological Change, the one hundred and twenty day (120) notice as referred to in Article 22.4.2 (or pay in lieu thereof) shall apply.

- ii) In the case of lay-off as a result of a transfer, contracting or assignment of work as referred to in Article 11.2, the employee shall be given one hundred and twenty (120) days notice (or pay in lieu thereof).

12.8 Temporary Promotion to Supervisor

In the event that an employee covered by this Agreement should be temporarily promoted to a supervisory or confidential position beyond the scope of this Agreement, he/she retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

12.9.1 Job Vacancies

All job vacancies shall be posted on all bulletin boards for a minimum period of ten (10) days, however the Union may agree to change this requirement under special circumstances. The Union's consent shall not be unreasonably withheld. If the posted job vacancy is not filled within six (6) months of the closing date of the posting, the job must be re-posted before it can be filled.

- 12.9.2** In order to be posted, temporary jobs must be at least one (1) month in duration and the Company shall have at least ten (10) days notice of the need to fill the vacancy.

- 12.9.3** The job posting will indicate, the functional group and wage classification of the job, a summary of the primary duties of the job, and a notation as to whether the vacancy is permanent or temporary and, if temporary, the expected duration of the position.

12.10.1 Promotions and Permanent Transfers

In all cases of promotions or permanent transfers from one functional group to another within the Bargaining Unit, Company seniority shall apply, provided, in the opinion of the Company, the successful applicant shall possess the necessary skill, competence,

efficiency, training and experience. The Company shall act in a bona fide manner in determining whether the employee is qualified.

12.10.2 If no employee within the bargaining unit possesses the necessary qualifications as described in 12.10.1, the Company may hire from any source.

12.11 Trial Period

An employee promoted or transferred to fill a vacancy in any job function shall be on a trial period in such job function for a period up to sixty (60) days. The Company may at any time during this trial period return the employee to his/her former job function with no loss of seniority if the employee is unable to satisfactorily perform the duties of the new job. At the conclusion of a successful trial period, the employee shall be advised, in writing, that his/her promotion or transfer has been made permanent.

12.12.1 Temporary Transfers - Company Convenience

Where the Company temporarily transfers or assigns an employee to another job classification, in which the rate of pay is different to that in effect in such employee's regular job classification, the employee shall be paid while so employed as follows:

12.12.2 If the rate of pay in the job classification to which he/she is transferred or assigned is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.

12.12.3 Should an employee be temporarily assigned by his/her Manager to perform work in a higher wage schedule, than the wage schedule to which he/she is permanently assigned, then he/she shall receive an additional amount "upgrade" of two (\$2.00) dollars per hour per tour of duty, with a minimum credit of eight (8) hours, for an upgrade to one or two higher wage schedules; and where an employee is assigned to a wage schedule which is three (3) or more higher than the wage schedule to which he/she is permanently assigned, then he/she shall receive three (\$3.00) dollars per hour per tour of duty, minimum credit of eight (8) hours. This Article

shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded, except as follows:

- i) to replace a full-time employee on vacation,
- ii) to replace a full-time employee on leave of absence, including child care leave, or Long Term Disability,
- iii) to replace a full-time employee in the case of the first day of illness,
- iv) any work assignment related to peak load periods or special projects.

The Company shall notify the Union whenever an employee has been upgraded for more than thirty (30) days.

12.12.4 Each year by the end of January the Company shall publish a list of all jobs covered by the bargaining unit. Employees will be invited to express their interest in writing, to their manager, in temporarily transferring to any job other than their own.

12.13.1 Employee Requested Transfer

Where an employee has received notice of layoff and the employee requests to be transferred to a job vacancy, and where the employee does not have functional group seniority, the Company shall transfer the employee provided he/she is qualified as determined by the Company. Such qualifications may include creativity, knowledge, experience, skill, ability, attitude, training and/or education as well as other relevant factors. The Company shall act in a bona fide manner in determining whether the employee is qualified for the requested transfer. The employee transferred shall be paid accordingly:

12.13.2 If the rate of pay in the job classification to which he/she is transferred is less than the employee's regular pay, he/she shall

receive the lower rate of pay in the job classification to which he/she is transferred.

12.13.3 If the rate of pay in the job classification to which he/she is transferred is higher than the employee's regular pay, he/she shall receive such higher rate.

12.14.1 Discharge Cases

No employee who has attained seniority may be disciplined or discharged without just cause.

12.14.2 In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

12.14.3 A claim by an employee who has attained seniority that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager or his/her designee within three (3) days after the employee ceases to work for the Company. All such cases shall be disposed of within ten (10) days of the date on which the employee was notified in writing of his/her discharge, except where a case is taken to arbitration.

12.14.4 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee in his/her former position with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 13

Vacation and Holidays

13.1 Employees shall be entitled to an annual vacation with pay.

13.2.1 The Company recognizes nine (9) holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Day | |

plus any additional day legislated by the Government of Canada as a General Holiday. Such an additional holiday shall be recognized subject to the conditions relative thereto which are set forth in the Canada Labour Code and any Regulations made thereunder.

13.2.2 Employees, other than Creative Services (except Electronic Graphic Artists) and Traffic Department employees, shall be required to work on all holidays falling in their regular work schedules.

13.2.3 Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall not suffer reduction in salary through the occurrence of the named holidays. Employees of those departments required to perform work on any of the named holidays will be paid at time and one-half (1½) rates for the time worked and shall receive a minimum of a full day's pay for the day, in addition to regular salary, where applicable.

In the event it is determined that the foregoing makes provision for a condition of employment lesser than that set forth in the Canada Labour Code, the applicable provision of the code shall supercede the foregoing.

13.3.1 Vacations plus compensation for holidays for employees other than Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall be as follows:

- a) If employed more than three (3) months, but less than six (6) months on January 1st of any calendar year, three (3) days with pay within that calendar year, plus one (1) day's credit with pay for each holiday falling within the employee's period of employment.

- b) If employed more than six (6) months, but less than one (1) year on January 1st of any calendar year, one (1) week with pay within that calendar year, plus one (1) day's credit with pay for each holiday falling within the employee's period of employment.
- c) If employed more than one (1) year, but less than four (4) years on January 1st of any calendar year, two (2) weeks' vacation with pay within that calendar year, plus ten (10) days in lieu of statutory holidays within that year.
- d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.
- f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

In addition to the three (3), four (4) or five (5) weeks vacation mentioned above, an employee may, production activities permitting, take an extra two (2) weeks vacation in lieu of statutory holidays. These additional weeks may be scheduled separately from the employee's regular vacation. Where it is not possible to schedule these additional two (2) weeks of vacation, the employee shall receive the basic rate plus one and one-half (1½) times for any or all days worked in the first week of his/her lieu vacation. In such case as an employee is required to work any or all of the second week of his/her lieu vacation, the employee shall receive the basic rate plus two (2) times the basic rate.

13.4 Vacations for Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall be as follows:

- a) If employed more than three (3) months, but less than six (6) months on January 1st of any calendar year, three (3) days with pay within that calendar year.
- b) If employed more than six (6) months, but less than one (1) year on January 1st of any calendar year, one (1) week with pay within that calendar year.
- c) If employed more than one (1) year, but less than four (4) years on January 1st of any calendar year, two (2) weeks with pay within that calendar year.
- d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.
- f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

13.5.1 Before November 15th of each year, employees shall advise the Company, in writing, of their preference of days off to be scheduled over the Christmas and New Year's Holidays. If an employee so requests (unless the Company is unable to make satisfactory arrangements to replace the employee) he/she shall be scheduled off on either Christmas Day or New Year's Day.

13.5.2 The Company shall post each employee's work schedule for the weeks that include Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, no later than December 1st. Once posted, any changes to the scheduled days off for the weeks including the specified holidays, shall result in the employee being credited with the originally scheduled hours plus two (2) times the employees basic hourly rate for any hours worked on the scheduled days off. For the purposes of this Article, in the event an employee

is called in to cover an illness, only the regular applicable rates and penalties under the Collective Agreement for all hours worked shall apply.

- 13.5.3** If Christmas Day or New Year's Day falls on the employee's scheduled day off, as per Article 8.1.1, and the employee does not work on that day, another day off with pay that week shall be given to the employee.
- 13.5.4** If an employee does not work on Christmas Day the employee shall be on a day off with pay in addition to the employees scheduled days off as per Article 8.1.1.
- 13.5.5** If an employee works Christmas Day and/or New Year's Day, the following shall apply:
- i) An additional day off with pay for each holiday worked at some other time convenient to both the employee and the Company.
 - ii) The applicable rates and penalties under the Collective Agreement for all hours worked.
 - iii) An additional one and one-half (1½) times the basic hourly rate of the employee for all hours worked.
- 13.5.6** Any tour of duty starting on Christmas Eve or New Year's Eve, but scheduled, based on an eight (8) hour tour of duty, such that four (4) or more hours falls on Christmas Day or New Year's Day, the tour of duty shall be treated as if the holiday was worked, and compensated as in Article 13.5.5.
- 13.6.1** The vacation year shall be from January 1 to December 31 excluding the weeks in which Christmas Day and New Year's Day occur. When the projected vacation is to begin and/or end during the period between May 31 and September 30, the following shall apply:

The Company will post a vacation planner on or before February 15 in each department. Employees shall submit their requests on the planner and on the prescribed form by March 15. Preference shall be given employees within their job classification on the basis of Company Seniority for the first three (3) weeks of vacation requested. Once every employee in their job classification has been granted a maximum of three (3) weeks vacation, employees, within their job classification, may make additional vacation requests, which will be granted on the basis of Company Seniority. Confirmed vacation schedules shall be posted, and each employee shall be notified in writing, no later than April 15 of each year. Confirmation of vacation to be taken between May 31 and September 30 for which a request is submitted after the April 15 deadline shall be given to the employee, in writing, within ten (10) working days of application for such vacation.

- 13.6.2** When the projected vacation falls outside of May 31 to September 30, the following procedure shall apply:

The employee's application for vacation shall be submitted on the prescribed form and shall be confirmed, in writing, as soon as possible, but no later than ten (10) working days following the application. Preference shall be given on the basis of Company Seniority unless confirmation has already been granted for the same time period.

- 13.6.3** Requests for any vacation by the day or by the week, or a request to begin any vacation on any day of the week, or a request for any vacation of more than three (3) consecutive weeks or a request for any vacation during the weeks in which Christmas Day and New Year's Day occur, may be granted at the discretion of the Company, and written confirmation to the employee of such request shall be prompt and not unduly withheld. An employee shall not request a vacation by the day where he/she has time-off in lieu of overtime to his/her credit as referred to in Article 13.8 of the Collective Agreement.

- 13.6.4** Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will

endeavour to confirm the granting or denial of such vacation requests, in writing, within ten (10) working days following the application. However, if the vacation period requested is to be taken between May 31 and September 30, and is requested prior to April 1, the employee shall submit a request on the prescribed form for such vacation. The Company shall post such notice for a period of seven (7) working days. Should no senior employee request vacation for the same time period within the ten (10) working days following the application, the Company may then confirm said vacation request. The impact of such approval shall not become subject of a grievance.

13.7 All payment for unused vacation, and/or payment for unused vacation in lieu of statutory holidays as referred to in Article 13.3.1 (f), will be paid at the base rate at which the vacation was earned.

13.8

- a) Employees who perform overtime work may, where there is mutual agreement to do so between the employee and his/her Department Manager, elect to take time off with pay on the basis of one and one-half (1½) times the hourly rate in lieu of payment for overtime hours.
- b) The maximum accumulation allowable is forty (40) hours of actual time off in one calendar year.
- c) An employee shall accumulate on the basis of one and one-half (1½) hours of time off with pay for each hour of overtime worked. An employee may only elect to take time off with pay for overtime hours, which would be paid at the rate of time and one-half (1½) the regular straight time hourly rate.
- d) Time off with pay in lieu of overtime payment shall be scheduled to be taken at a time, or times, convenient to the employee and to the Company in periods of not less than eight (8) hours.
- e) In the event pursuant to (d) above, an employee has not scheduled all his/her accumulated time off within six (6)

months following December 31st of any calendar year, the Company shall pay the employee for the hours accumulated to December 31st.

13.9 Vacation and Holidays

Any outstanding vacation entitlement owed to an employee as calculated pursuant to the Canada Labour Code, shall be paid by no later than April 30th of any given year.

ARTICLE 14

Classification and Wage Schedules

14.1 Groups for the purpose of classification and minimum weekly wage scales applicable thereto shall be as follows:

GROUP 1: Copy Clerk, Traffic Clerk-Typist

| Group 1 | 04/01/05 | 04/01/06 | 04/01/07 |
|----------------|-----------------|-----------------|-----------------|
| Start | \$327.77 | \$335.97 | \$343.53 |
| 1 year | \$347.30 | \$355.98 | \$363.99 |
| 2 years | \$392.51 | \$402.32 | \$411.37 |

| | | | |
|----------------|-----------------|-----------------|-----------------|
| 3 years | \$443.88 | \$454.98 | \$465.21 |
| 4 years | \$480.87 | \$492.89 | \$503.98 |
| 5 years | \$530.19 | \$543.44 | \$555.67 |
| 6 years | \$540.47 | \$553.98 | \$566.44 |
| 7 years | \$559.99 | \$573.99 | \$586.90 |

GROUP 2: Assistant News Librarian, Switchboard/Receptionist.

| | | | |
|----------------|-----------------|-----------------|-----------------|
| Group 2 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$415.11 | \$425.49 | \$435.06 |
| 1 year | \$443.88 | \$454.98 | \$465.21 |
| 2 years | \$474.71 | \$486.57 | \$497.52 |
| 3 years | \$553.82 | \$567.67 | \$580.44 |
| 4 years | \$586.70 | \$601.37 | \$614.90 |
| 5 years | \$620.61 | \$636.13 | \$650.44 |
| 6 years | \$630.89 | \$646.66 | \$661.21 |
| 7 years | \$651.44 | \$667.72 | \$682.74 |

GROUP 3: Newsroom/News Library Assistant - Part-time, Co-op Student-Technology, Assistant Operations Scheduler.

| | | | |
|-----------------|-----------------|-----------------|-----------------|
| Group 3 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$387.37 | \$397.05 | \$405.99 |
| 6 months | \$417.17 | \$427.59 | \$437.21 |
| 1 year | \$468.54 | \$480.25 | \$491.06 |
| 2 years | \$613.42 | \$628.75 | \$642.90 |
| 3 years | \$638.08 | \$654.03 | \$668.75 |
| 4 years | \$646.30 | \$662.45 | \$677.36 |
| 5 years | \$667.88 | \$684.57 | \$699.97 |

GROUP 4: Secretary and Program Assistant.

| Group 4 | 04/01/05 | 04/01/06 | 04/01/07 |
|----------------|-----------------|-----------------|-----------------|
| Start | \$395.59 | \$405.48 | \$414.60 |
| 1 year | \$443.88 | \$454.98 | \$465.21 |
| 2 years | \$492.17 | \$504.48 | \$515.83 |
| 3 years | \$542.52 | \$556.08 | \$568.59 |
| 4 years | \$589.79 | \$604.53 | \$618.13 |
| 5 years | \$638.08 | \$654.03 | \$668.75 |
| 6 years | \$646.30 | \$662.45 | \$677.36 |
| 7 years | \$667.88 | \$684.57 | \$699.97 |

GROUP 5: Accounts Payable and Accounting Clerk.

| Group 5 | 04/01/05 | 04/01/06 | 04/01/07 |
|----------------|-----------------|-----------------|-----------------|
| Start | \$413.06 | \$423.38 | \$432.91 |
| 1 year | \$468.54 | \$480.25 | \$491.06 |
| 2 years | \$523.00 | \$536.07 | \$548.13 |
| 3 years | \$577.46 | \$591.89 | \$605.21 |
| 4 years | \$632.94 | \$648.76 | \$663.36 |
| 5 years | \$687.40 | \$704.58 | \$720.44 |
| 6 years | \$696.65 | \$714.06 | \$730.13 |
| 7 years | \$717.20 | \$735.12 | \$751.67 |

GROUP 6: Television Assistant.

| Group 6 | 04/01/05 | 04/01/06 | 04/01/07 |
|-----------------|-----------------|-----------------|-----------------|
| Start | \$359.63 | \$368.62 | \$376.91 |
| 6 months | \$421.28 | \$431.81 | \$441.52 |
| 1 year | \$490.12 | \$502.37 | \$513.67 |
| 2 years | \$642.19 | \$658.24 | \$673.05 |
| 3 years | \$670.96 | \$687.73 | \$703.21 |
| 4 years | \$702.81 | \$720.38 | \$736.59 |
| 5 years | \$725.42 | \$743.55 | \$760.28 |
| 6 years | \$734.66 | \$753.03 | \$769.97 |
| 7 years | \$755.21 | \$774.09 | \$791.51 |

GROUP 7: Traffic Co-ordinator, Operations Scheduler, Program Co-ordinator, Accounts Receivable and Shipper/Receiver.

| Group 7 | 04/01/05 | 04/01/06 | 04/01/07 |
|----------------|-----------------|-----------------|-----------------|
| Start | \$433.61 | \$444.45 | \$454.45 |
| 1 year | \$490.12 | \$502.37 | \$513.67 |
| 2 years | \$555.88 | \$569.77 | \$582.59 |
| 3 years | \$617.53 | \$632.97 | \$647.21 |
| 4 years | \$678.15 | \$695.10 | \$710.74 |
| 5 years | \$736.72 | \$755.14 | \$772.13 |
| 6 years | \$745.97 | \$764.61 | \$781.82 |

| | | | |
|---------|----------|----------|----------|
| 7 years | \$767.54 | \$786.73 | \$804.43 |
|---------|----------|----------|----------|

GROUP 8: Clerk Technician, Production Assistant, News Librarian, Accounts Payable/Receivable and Sales Secretary.

| | | | |
|-----------------|-----------------|-----------------|-----------------|
| Group8 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$375.04 | \$384.41 | \$393.06 |
| 6 months | \$410.00 | \$420.25 | \$429.71 |
| 1 year | \$468.54 | \$480.25 | \$491.06 |
| 2 years | \$565.13 | \$579.25 | \$592.29 |
| 3 years | \$654.52 | \$670.88 | \$685.98 |
| 4 years | \$748.02 | \$766.72 | \$783.97 |
| 5 years | \$838.44 | \$859.40 | \$878.74 |
| 6 years | \$847.69 | \$868.88 | \$888.43 |
| 7 years | \$868.24 | \$889.94 | \$909.97 |

GROUP 9: General Television Group, VTR Operator, Electronic Graphic Artist, Writer/Producer, Electronic News Gathering (E.N.G.) Editor, Electronic News Gathering (E.N.G.) Camera Person, Electronic News Gathering (E.N.G.) Camera/Editor, Program Publicist, Chyron/Audio, Assistant to Director Of Marketing Services, Media and Community Relations Co-ordinator, Chyron, and VTR Librarian/Archivist, Field Producer, and News Writer.

| | | | |
|----------------|-----------------|-----------------|-----------------|
| Group 9 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$462.38 | \$473.93 | \$484.60 |
| 1 year | \$568.21 | \$582.41 | \$595.52 |
| 2 years | \$666.85 | \$683.52 | \$698.90 |

| | | | |
|----------------|-------------------|-------------------|-------------------|
| 3 years | \$767.54 | \$786.73 | \$804.43 |
| 4 years | \$873.38 | \$895.21 | \$915.35 |
| 5 years | \$970.99 | \$995.26 | \$1,017.66 |
| 6 years | \$980.24 | \$1,004.74 | \$1,027.35 |
| 7 years | \$1,001.81 | \$1,026.86 | \$1,049.96 |

GROUP 10: Transmitter and Maintenance Technician, News Reporter, Studio/Remote Audio Operator, VTR Program Editor, Library Supervisor, Community Liaison Administrator, Lighting Director, Line-Up Editor and Microwave Operator.

| | | | |
|-----------------|-------------------|-------------------|-------------------|
| Group 10 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$554.85 | \$568.72 | \$581.52 |
| 1 year | \$657.60 | \$674.04 | \$689.21 |
| 2 years | \$753.16 | \$771.99 | \$789.36 |
| 3 years | \$853.85 | \$875.20 | \$894.89 |
| 4 years | \$950.44 | \$974.20 | \$996.12 |
| 5 years | \$1,043.94 | \$1,070.04 | \$1,094.11 |
| 6 years | \$1,054.22 | \$1,080.57 | \$1,104.88 |
| 7 years | \$1,074.77 | \$1,101.63 | \$1,126.42 |

GROUP 11: Videographer.

| | | | |
|-----------------|-------------------|-------------------|-------------------|
| Group 11 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$559.99 | \$573.99 | \$586.90 |
| 1 year | \$705.89 | \$723.54 | \$739.82 |
| 2 years | \$801.45 | \$821.49 | \$839.97 |
| 3 years | \$938.11 | \$961.56 | \$983.20 |
| 4 years | \$1,032.64 | \$1,058.45 | \$1,082.27 |
| 5 years | \$1,089.15 | \$1,116.38 | \$1,141.50 |
| 6 years | \$1,099.43 | \$1,126.91 | \$1,152.27 |
| 7 years | \$1,116.89 | \$1,144.81 | \$1,170.57 |

GROUP 12: Operating Supervisor and Master Control Supervisor.

| | | | |
|-----------------|-------------------|-------------------|-------------------|
| Group 12 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$566.15 | \$580.31 | \$593.36 |
| 1 year | \$755.21 | \$774.09 | \$791.51 |
| 2 years | \$943.25 | \$966.83 | \$988.58 |
| 3 years | \$1,128.20 | \$1,156.40 | \$1,182.42 |
| 4 years | \$1,138.47 | \$1,166.93 | \$1,193.19 |
| 5 years | \$1,156.97 | \$1,185.89 | \$1,212.57 |

GROUP 13: Remote Technical Director, Special Engineering Projects Supervisor, Assignment Editor, Technical Director, Studio Remote Engineering Supervisor and Maintenance Operating Supervisor.

| | | | |
|-----------------|-------------------|-------------------|-------------------|
| Group 13 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$582.59 | \$597.16 | \$610.59 |
| 1 year | \$778.85 | \$798.32 | \$816.28 |
| 2 years | \$972.02 | \$996.32 | \$1,018.73 |
| 3 years | \$1,163.13 | \$1,192.21 | \$1,219.03 |
| 4 years | \$1,172.38 | \$1,201.69 | \$1,228.72 |
| 5 years | \$1,191.90 | \$1,221.70 | \$1,249.19 |

| | | | |
|----------------|-------------------|-------------------|-------------------|
| 6 years | \$1,239.17 | \$1,270.14 | \$1,298.72 |
| 7 years | \$1,289.51 | \$1,321.75 | \$1,351.49 |

GROUP 14: News Producers, Supervisor On-Air Operations, and Supervisor of Mobile Operations.

| | | | |
|-----------------|-------------------|-------------------|-------------------|
| Group 14 | 04/01/05 | 04/01/06 | 04/01/07 |
| Start | \$779.87 | \$799.37 | \$817.36 |
| 1 year | \$980.24 | \$1,004.74 | \$1,027.35 |
| 2 years | \$1,031.61 | \$1,057.40 | \$1,081.19 |
| 3 years | \$1,190.87 | \$1,220.64 | \$1,248.11 |
| 4 years | \$1,259.72 | \$1,291.21 | \$1,320.26 |
| 5 years | \$1,323.42 | \$1,356.51 | \$1,387.03 |

ARTICLE 15

General Wage Provisions

- 15.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned, based on length of service within that wage classification. However, credit for industry experience may be recognized by the Company at the time of hiring.
- 15.2** Progression up the salary schedule within such classification shall automatically occur on the pay period nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion to a wage classification.

- 15.3.1** When an employee is promoted or transferred into a higher pay classification, he/she shall move into the higher salary scale and receive at least the equivalent of his/her former rate and shall automatically progress upward on the pay period nearest the employee's annual anniversary date of his/her upgrading.
- 15.3.2** Progression up the wage schedules for employees temporarily transferred, shall automatically occur on the pay period nearest the employee's accumulation of 1820 or 2080 hours, whichever is applicable, at that higher wage classification.
- 15.4** Salaries shall continue to be paid on every second Thursday.
- 15.5** Payment for overtime shall be made every second Thursday and shall cover the week ending Sunday, two (2) weeks prior to the pay period. A statement showing overtime hours worked, gross overtime paid, less all deductions shall accompany the payment.
- 15.6** It is understood that if an employee is late in completing his/her time sheet, by 1 p.m. of each Monday, or does so improperly, a delay of one (1) pay period may result with regards to penalties.

It is also clearly understood that when an employee establishes a pattern of failure to submit time sheets in a timely manner, and has not responded to a written request to do so, that employee's vacation approval may be withheld until vacation records have been reconciled to time sheets.

It is also agreed that time sheets will not be altered without providing the employee with notice of the change.

ARTICLE 16

Traveling Expenses

- 16.1** The Company shall reimburse each employee for all necessary traveling and other expenses when such travel and methods of travel are authorized by the Company. Use of the employee's own motor vehicle for transportation in connection with his/her assigned

duties must be previously authorized before reimbursement will be made.

- 16.2** In such authorized cases, the Company shall reimburse him/her at the rate of forty cents (40¢) per kilometer, effective on ratification.
- 16.3** Employees shall not be required to use their automobiles on Company business unless they consent thereto.
- 16.4** Where an employee is required to use his/her car on Company business in order to carry on his/her job with the Company, and where he/she insures his/her car for public liability up to one million dollars (\$1,000,000.), the Company will reimburse such employee for the differential in the cost of such insurance between the business rate and the rate for pleasure driving on receipt from his/her insurance company of a copy of the policy and the certificate from the insurance company of the cost of such differential.
- 16.5** Employees shall be reimbursed monthly for all authorized expenses, made for and on behalf of their assignments, upon submitting a statement for approval to their department head.
- 16.6** If an employee is assigned by the Company to work at more than one place in the same area on the same day, the Company shall furnish transportation or mileage at the rate of forty cents (40¢) per kilometer, effective on ratification, paid from the place of first employment and return.
- 16.7**
- a) On overnight assignments, each employee shall be paid per diem for each meal to which he/she is entitled. They shall be paid at the minimum rates of \$13.00 for breakfast, between the hours of 6:00 a.m. and 10:45 a.m., \$16.00 for lunch, between the hours of 11:00 a.m. and 3:45 p.m., \$28.00 for supper, between the hours of 4:00 p.m. and 10:00 p.m., provided a suitable meal is not provided. The per diem payment is payable in advance.
 - b) Subsequent meals as prescribed in Article 9.5.

- c) The cost of the first five (5) minutes of a phone call home on the first day and every other day thereafter.
 - d) Employees requiring overnight accommodation shall, where practicable, receive single occupancy first-class accommodation equivalent to AAA or CAA standards at the Company's expense.
 - e) On out of country assignments per diems shall be paid in U.S. dollars.
- 16.7.1** Where the Company has made no prior arrangement to be billed directly for accommodation, the per diem will be increased by an amount equivalent to the cost of accommodations.
- 16.8** The Company agrees to maintain appropriate liability insurance on any Company vehicle, which the Company requires an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the responsibility of the employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal use without prior Company approval. The Company is not obligated to extend liability insurance to cover the unauthorized use of Company vehicles for personal use.

ARTICLE 17

Traveling Time Credits

- 17.1** For pay purposes, employees shall be credited with all time consumed while traveling on Company assignments, except as provided in Section 17.5, 17.6 and 17.7 of this Article.
- 17.2** For out-of-town Company assignments, such time shall be computed as follows:
- a) From scheduled time of the carrier's departure when the employee leaves from his/her home for travel by common courier.

- b) From the assigned hour of departure from his/her home when the employee travels by automobile direct to the assignment.
 - c) From the time he/she leaves his/her home office when the employee reports there before proceeding to travel.
- 17.3** When an employee is required to work at a studio or remote location within the area, 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.
- 17.4** Under no circumstances shall traveling time credits apply to cover an employee traveling between his/her home and his/her normal place of work.
- 17.5** When traveling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel.
- 17.6** 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 purposes of this paragraph, a single occupancy berth in a common carrier or a business class, executive class seat or equivalent seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company, on conveyances, which do not have suitable sleeping facilities, full-time credit shall be allowed.
- 17.7** The Company, at its discretion, may schedule an employee to travel out of a distant city any time after 8:00 a.m., using a common carrier without incurring over-time pay for a short turnaround.

ARTICLE 18

Sick Leave

- 18.1.1** After ninety (90) days employment, an employee shall be entitled to sick leave with pay at the rate of one and one-half (1½) days per

month, cumulative to a maximum of ninety (90) days, provided that the employee complies with the following requirements:

- a) When taken notify his/her department head as soon as reasonably possible.
- b) Where the absence does not exceed three (3) days, the employee shall give satisfactory written declaration. If absence exceeds three (3) days, the employee may be required to submit a letter from their physician. If the absence exceeds Ten (10) working days it is the employees responsibility to request a Short Term Disability Form as soon as reasonably possible. This request may be made by telephone.
- c) Where there is an unsatisfactory pattern of absenteeism developing, the Company may require that the employee furnish satisfactory medical proof of illness for absences of three (3) days or less. The Company undertakes to verbally inform the employee of any perceived sick leave abuse prior to requesting certification. The Company will reimburse employees for medical fees, not covered by the Ontario Medical Plan or the Company Benefit Plan, incurred in obtaining medical certification requested pursuant to this clause.

18.1.2 Where applications for leave appear to be made too frequently, or where there is reason to doubt the bona fides of a certificate, the application may be subject to investigation.

18.1.3 When an employee is ill he/she shall take earned sick leave days as payment during the illness up to a maximum of ninety (90) days. At the expiration of the ninety (90) sick leave days and if the employee remains ill he/she shall be eligible for long term disability benefits as per Article 18.4.2. (b).

Where an employee does not have sufficient sick leave days to cover an illness Article 18.4.2 (a) shall apply.

18.1.4 Payment for sick leave beyond the employee's cumulative sick leave credit shall be at the discretion of the Company.

- 18.1.5** Under no circumstances shall sick leave be construed as vacation time.
- 18.1.6** Where an employee is required to take time off work due to illness which is directly related to pregnancy, she shall be entitled to sick leave payment provided that such absence due to illness is prior to the date scheduled for the Commencement of maternity leave.

18.2.1 Early Retirement

An employee may use available accumulated sick leave credits (calculated in accordance with 18.2.2 below) as follows:

- a) The employee may, at his/her option, use available sick leave credits in a continuous manner for one paid leave of absence up to the date of commencement of pension benefits. During such absence the employee will continue to be covered by the insurance specified in Article 18.4.

OR

- b) The employee, with prior approval of the Company, may use available sick leave credits to take one or more days off per week. An agreement to work a reduced work week shall only be considered by the Company during the two-year period preceding the commencement of pension benefits. During the period when the employee works a reduced work week prior to receipt of pension benefits, the Company shall continue to provide the insurance coverage specified in Article 18.4.

OR

- c) The employee may, at his/her option, elect to receive a lump sum payment equal to the number of days available, calculated in accordance with Article 18.2.2 below, multiplied by the daily wage rate of the employee on the date of the commencement of pension benefits. This amount is payable on the date of commencement of pension benefits. Said amount may be transferred to an RRSP, as designated by the employee.

It is understood and agreed that for purposes of calculating premium payments, days not scheduled for work because of the reduced work week approved by the Company shall not be considered scheduled days off. An employee on an agreement to work a reduced work week will not be required to work days not scheduled without his/her consent.

18.2.2 For the purposes of this paragraph, the number of sick leave days available to an employee to be used as leave, described in 18.2.1, are calculated as follows:

- a) an employee earns leave at the rate of one and a half (1½) days per month effective after ninety (90) days of employment, from the date of hire; and
- b) the leave days are reduced by the number of accumulated sick leave days taken.
- c) The total accumulated leave days shall be then divided by three (3), to determine the number of leave days available, provided, however, that in no case shall the time available after dividing by three exceed 130 days.

18.2.3 An employee may elect to effect either of the options in paragraph 18.2.1 hereof on actual retirement only, the date of which shall be mutually agreed between the Company and the employee.

18.2.4 Within sixty (60) days of the end of each calendar year, the Company agrees to supply each employee with, firstly, a list of total days available to her/him for actual sick leave; secondly, a list of total days available for the options in paragraph 18.2.1 hereof.

18.2.5 The options available in paragraph 18.2.1 hereof shall not apply to an employee who resigns without prior approval of the Company or where employment is terminated for cause prior to any agreement as to the retirement age.

18.2.6 In the event an employee, after agreeing with the Company, chooses to exercise Option (a) or (b) of Article 18.2, his/her holiday and sick leave time shall be allocated as if he/she were still employed on a normal 35 or 40 hour week, whichever is applicable.

18.3.1 Pension Plan

The Pension Plan presently in effect shall be continued during the term of this Agreement and is hereby incorporated by reference into

this Agreement. The Company agrees it will make no amendments to the terms of the Pension Plan as it now stands without consultation with the Pension Committee which consists of six (6) members, three (3) appointed by the Union and three (3) appointed by the Company. The Company agrees to provide to the Pension Committee all relevant records, actuarial and financial data, plan documents and other information requested by the Committee. Each party may make representation to the Committee with such consultants, as it deems necessary. Meetings will be arranged as deemed necessary by the Committee or at the request of either party.

- 18.3.2** As at the end of each calendar year, as soon as available from the pension actuary, each member shall receive a statement showing contributions made and benefits accrued during the past year, interest earned on contributions during the year, total accumulated contributions and accrued benefits. At the end of the year, as soon as available from the pension actuary, a summary of the financial status of the Pension Plan shall be forwarded to the Treasurer of the Union.

18.4.1 Insurance Coverage
Life Insurance

- a) **Basic Life** - 200% of annual earnings.
 The Company agrees to pay 100% of the premium cost.
- b) **Optional Life** - Up to \$500,000. in units of \$10,000.
 Employee paid.
- c) **Dependent Life** - \$6,000. for spouse and \$2,000. for each child.
 Employer paid.
- d) **Accidental Death and Dismemberment** - Up to 200% of annual earnings.
 The Company agrees to pay 100% of the premium cost.

- (e) **Business Travel Accident Plan** - \$50,000. accidental death benefit.

The Company agrees to pay 100% of the premium cost.

18.4.2 Income Protection:

- a) Employees who have accumulated sick leave credits shall be paid full pay to a maximum accumulation of ninety (90) days. If sufficient sick leave credits have not been accumulated, the plan guarantees a minimum benefit of 66 $\frac{2}{3}$ % of insured earnings up to fifteen (15) weeks. The Company agrees to pay the costs of this plan.

- b) Long-Term Disability

After expiration of the employee's short-term disability benefits, the employee will receive 66 $\frac{2}{3}$ % of the first \$ 2,250 of monthly earnings, 50% of the next \$3,500 of monthly earnings and 45% of the excess to a maximum of \$ 15,500 per month. The Company agrees to contribute 100% of the premium cost. LTD benefits are reduced by any amount of disability income from other sources (i.e. CPP and WCB).

18.4.3 Health Insurance

- a) Extended Health Care: Deductible \$25.00 (single) and \$50.00 (family), 100% co-insurance. The calendar year deductible amounts will apply to all eligible expenses in this category, listed in the Handbook, including extended medical, vision care, drugs and hearing aids. The Company agrees to contribute 100% of the premium costs.
- b) Drug Plan: The Company agrees to contribute 100% of the premium cost.
- c) Private or Semi-Private Hospital: Unlimited number of days. The Company agrees to contribute 100% of the premium cost.

- d) Dental Plan: The Company pays 100% of the premium cost for 90% of the cost of Basic Dental Services listed in the Handbook and 50% of the cost of Major Services listed in the Handbook.
- e) It is agreed that the Company will contribute 100% of the premium cost of all health and dental benefits for the benefit of an employee and his/her spouse where the employee has retired from the Company and is in receipt of Pension Benefits pursuant to the terms of the Company Pension Plan
- f) Eye and Eyeglass Care Plan: Pays \$150.00 for frames, lenses and contact lenses per two (2) calendar years for each employee and his/her dependents. Children, to age twenty-one (21), pays \$150.00 for frames, lenses and contact lenses per calendar year. Contact lenses, if prescribed for severe conditions, pays \$200. per two (2) calendar years. The Company agrees to pay 100% of the premium cost.
- g) Hearing Aid Plan: Plan pays up to \$750. per person during a five (5) calendar year period, excluding the cost of batteries. The Company agrees to pay 100% of the premium cost.

18.4.4 All insurance coverage shall be as described, or its equivalent.

ARTICLE 19

Jury Duty

19.1 Employees called to serve on juries, or obey a subpoena, shall receive their regular wages during such periods, provided that, if possible, the employee returns to work when he/she is released from jury.

ARTICLE 20

Existing Benefits

20.1 The Company recognizes that all of its employees enjoy certain benefits and privileges not referred to herein and agrees not to alter

or change these practices in such manner as to discriminate against members of the bargaining unit.

20.2 Effective on Date of Ratification:

- a) The plans will incorporate those cost containment measures as described in Creative Planning Services Discussion Paper on Group Insurance Benefits, Section III “Soft” Cost Containment, except the drug dispensing fee in “B” shall be eight (8) dollars per prescription, the vision care will be once every two years (once every year for dependant children) and periodontal scaling of 12 units per year.
- b) Effective April 1, 2003, the Company will absorb ninety (90%) percent of premium costs in respect of all insured plans, with employees through payroll deduction, paying ten percent (10%) of the premium costs.

Effective December 31, 2009 the Retiree Benefit Plan will no longer be available to employees retiring after the said date.

Retired employees currently covered by the said plan will continue to receive their existing benefits, and employees who retire on or before December 31, 2009 will be eligible for the same benefit coverage as is now available to current retirees.

The company will introduce an optional individual plan for retirees, effective January 1st, 2010. Employees who are aged 50 and older, with more than 6 months enrollment in the CH Benefit Plan, will be eligible to enroll.

Details of the plan are outlined in the June 13th Creative Planning Group letter, titled “Retiree Benefits for CH Television”.

ARTICLE 21

Outside Employment

- 21.1** The Company may require that an employee cease working at any outside employment where the employment is such as to interfere with the employee's efficient carrying on of his/her duties, or where the employment is such as to reflect in an unfavourable manner upon the Company.
- 21.2** An employee shall not engage in any outside work or activity where such work or activity is competitive with work or activity engaged in by the Company, except with the prior written approval of the General Manager or his/her designee. Such approval shall not be unreasonably withheld, but the decision of the General Manager or his/her designee shall be determinative of the issue.

ARTICLE 22

Air Credits

- 22.1** The Company shall give air credits to employees where such credit is merited by their contribution to the program; however, failure to do so shall not become a subject for grievance.

ARTICLE 23

Time Limits

- 23.1** Any time limits mentioned in this Agreement shall be exclusive of Saturdays, Sundays and holidays recognized under this Agreement.

ARTICLE 24

Technological Change

- 24.1** 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.

24.2 Sections 52, 54 and 55 of the Canada Labour Code do not apply to the Company and the Union or to any person or persons covered by the certification and/or the scope of this agreement.

24.3 In this section “technological change” means:

- i) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,
- ii) A change in the manner in which the Company carries out the work, undertaking or business that is directly related to the introduction of that equipment or material.

24.4.1 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is as follows:

24.4.2 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:

- i) The nature of the technological change
- ii) The date upon which the Company proposes to affect the technological change.
- iii) The approximate number and type of employees likely to be affected by the technological change.
- iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- v) The name of each employee likely to be affected.

Upon receipt of such information, the parties shall arrange a meeting within three (3) weeks for the purpose of conducting discussions relating to technological change. This time period may be extended by mutual consent.

24.4.3 An employee who is displaced through technological change may:

- i) Seek to invoke any seniority job right he/she holds pursuant to the Collective Agreement; or,
- ii) Avail himself/herself of any training program offered by the Company which provides re-training for employees so affected; or,
- iii) Accept severance pay as referred to in Article 12.6.1.

24.5 Where an employee has been displaced by technological change and chooses to avail himself/herself of training pursuant to Article 22.4.3 (ii), subject to the conditions set forth in this Article, the employee shall be afforded on the job training for a vacancy, to be filled, which arises during the twelve (12) month period immediately following the date of the employee's lay-off provided that:

- i) The employee's skills, aptitude and experience must, in the Company's opinion, be adaptable to the vacant position.
- ii) There is a reasonable expectation, in the Company's opinion, that the employee would be able to perform all elements of the job satisfactorily after being provided with on the job training for a period of up to sixty (60) days.

24.6 During the notice period as set forth in Article 2.4.1, an employee likely to be affected by the technological change shall be granted a reasonable amount of time off without loss of regular pay for the purpose of attending alternative employment interviews.

ARTICLE 25

Hand Tools

25.1 Where a Maintenance Technician employee's hand tools need to be replaced due to normal wear and tear, or where the Company determines a new hand tool is required in the performance of Company work, the Company shall replace or supply such tool as the case may be at no cost to the employee.

ARTICLE 26

Re-Location

- 26.1** No Bargaining Unit member shall be required to permanently relocate their regular place of work to another city or building without a minimum of two (2) months prior notice. In the event that an employee is temporarily required to work at a location other than their regular place of work, travel time and mileage shall be paid to and from their normal place of employment.

ARTICLE 27

Duration

- 27.1** This Agreement shall become effective on April 1, 2005 and shall remain in full force and effect until the 31st day of March 2008 and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than one hundred and twenty (120) days and not less than thirty (30) days before the termination of said Agreement.
- 27.2** If such notice is given by either party all provisions of this agreement shall continue in effect until a new Agreement is reached, or until the requirements of the Canada Labour Code relating to strike and/or lock-out have been satisfied, whichever occurs first.

Memorandum of Agreement 1

Short Term and Temporary Recall

The Company and the Union hereby agree that the following shall apply with regard to the “short term recall” and “temporary recall” of laid-off employees:

- 1.A “short term recall” is a recall to work of up to fifteen (15) consecutive working days.
- 2.A “temporary recall” is a recall to work for a period greater than fifteen (15) consecutive working days, but for no more than thirty (30) consecutive working days.
- 3.A “short term” or “temporary” recall shall be done in the order of Company seniority applicable to the functional group in which the employee was engaged prior to the employee’s lay-off.
4. An employee affected by a short term recall shall have the option of:
 - a) having the days worked during a short term recall continuously added to the one year of recall rights as described in Article 12.7.4 of the Collective Agreement.
 - b) having the one (1) year for recall purposes remain effective as it was at the time of the employee’s initial lay-off.
5. An employee affected by a temporary recall shall have the option of:
 - a) having the one (1) year for recall purposes as referred to in Article 12.7 becoming applicable as and from the employee’s last day of work while on temporary recall; or,
 - b) having the one (1) year for recall purposes remain effective as it was at the time of the employee’s initial lay-off.
6. Employees will be notified, in writing, of the two options under Paragraph 4 and/or 5 at least sixty (60) days prior to the expiration of the employee’s initial recall rights. An option as set forth in

paragraph 4 and/or 5 shall be exercised no later than thirty (30) days prior to the expiration of the employee's initial recall rights. If no option is exercised in writing by the employee within that time period, option (b) shall be deemed to apply.

7. An employee who refuses to report for work on a short-term basis shall not lose his/her accumulated seniority as a result of such refusal; however, an employee who refuses twice to report for work on a temporary basis shall lose his/her accumulated seniority as a result of such refusal to report for work.
8. Where an employee refuses twice to report for short term or temporary work of more than five (5) working days in length, the Company shall be under no obligation to recall the employee in respect of future work of a short term or temporary nature.
9. The Company shall, in writing, notify the Union of the name, the type of recall, the duration, the functional group and the job of each employee recalled by this Agreement as much in advance as possible to the recall. The Union shall also be provided with a copy of the notification to the employee, as described in Paragraph 6, at the same time as the employee.
10. Employee benefits which were suspended as a result of the initial lay-off shall not be reinstated as a result of a short term or temporary recall, however, an employee who is either on short term or temporary recall and not receiving Company benefits shall receive six (6) percent of earned wages in lieu of all fringe benefits.

Memorandum of Agreement #2

Work Week Averaging

Employees will be availed with the option of workweek averaging by submitting their desire to volunteer on the appropriate prescribed form. Where an employee agrees to work on a volunteer basis, the following terms and conditions will apply:

1. Each week that will be affected by the averaging of hours will be agreed to by both the Company and the employee.
2. At no time shall the workweek be compensated at less than forty (40) hours in one week as defined in Article 8.1 of the Collective Agreement and that the normal application of this clause will be four (4) days of ten (10) hours. However, these days may be altered to meet a specific need. Overtime at the 2x rate will apply at the 10th hour.
3. After a week of averaging hours has been agreed to, any substantial change in the days worked will be subject to the following conditions:
 - a) The employee may request the week revert to a normal forty (40) hour week and that all overtime be applied at the normal rates.
 - b) Request the additional days worked be paid at the normal rate prescribed in Article 8.3 for either the first or second day off.
4. This Agreement shall remain in full force and effect until March 31, 2002 but may be cancelled by either Party at any time for bona fide reasons, with three (3) weeks notice of such cancellation. It is agreed by both parties that every effort should be made to settle disagreements as pertaining to this memorandum and therefore, prior to giving three weeks notice of cancellation, there will be meetings between the Company and the Union in an effort to resolve the disagreement.

LETTER OF UNDERSTANDING

Voluntary Severance Option

Where notice of lay-off, resulting from technological change and/or the transfer, contracting or assigning of work to other than bargaining unit employees has been given, voluntary severance option provisions set forth herein shall apply:

- i) A notice of lay-off shall be given to the employee(s) to be laid-off having regard to the lay-off provisions of the Collective Agreement.
- ii) An employee who has been given notice of lay-off and who has a right to do so under the Collective Agreement may exercise his/her seniority (bumping) rights, in writing, within five (5) calendar days after having been given notice of lay-off.
- iii) Any employee assigned to a functional group in respect of which a lay-off notice has been given, and who has not been given notice of lay-off, may offer to accept a voluntary lay-off, thus avoiding the lay-off of an employee who had initially been given notice of lay-off.
- iv) An employee offering to accept a voluntary lay-off shall advise the Company, in writing, of his/her desire to do so within a period of five (5) calendar days after notice has been given pursuant to paragraph (i) hereof.
- v) An employee who is permitted to exercise the voluntary severance option shall be paid severance pay based on his/her length of employment, and not on the basis of the length of employment of the employee who was initially given notice of lay-off.
- vi) The Company will only refuse to permit an employee to exercise the voluntary severance option where there is a bona fide operational reason for doing so.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

FOR THE COMPANY

Patrick O'Hara,
General Manager _____

Sue Galloway,
Business Manager _____

Mike Katrycz,
News Director _____

FOR THE UNION

David Lewington
National Representative _____

Tony Pooley,
Local 1100, President _____

Larry Fay,
Local 1100, Vice President _____

Steve Steen
Local 1100, Steward _____

Harry Carson
Local 1100, Steward _____

TABLE OF CONTENTS - ALPHABETICALLY

| <u>Article</u> | <u>Art.#</u> | <u>Page#</u> |
|-----------------------------------|--------------|--------------|
| Air Credits | 22 | 52 |
| Alarm Notification | 8.13 | 19 |
| Arbitration | 6.4 | 12 |
| Bargaining Unit | 3.1 | 2 |
| Call Back | 8.9 | 17 |
| Change of Schedule | 8.8 | 17 |
| Classification and Wage Schedules | 14 | 39 |
| Company Seniority | 12.2 | 23 |
| Discharge Cases | 12.15 | 33 |
| Duration | 27 | 55 |
| Duties | 11 | 21 |
| Early Retirement | 18.2 | 48 |
| Employee | 3.2 | 3 |
| Employee Provisions | 3.5 | 6 |
| Existing Benefits | 20 | 52 |
| Functional Groups and Lay-offs | 12.3 | 24 |
| General Grievances | 6.3 | 11 |
| General Safety | 10.1 | 20 |
| General Wage Provisions | 15 | 43 |
| Grievance Procedure | 6.1 | 10 |
| Hand Tools | 25 | 54 |
| Insurance Coverage | 18.4 | 50 |
| Intent | 1 | 1 |
| Job Vacancies | 12.9 | 31 |
| Jury Duty | 19 | 52 |
| Leadership | 8.11 | 18 |
| Leave of Absence | 5.5 | 9 |
| Long Shift Meal Period | 9.3 | 19 |
| Loss of Seniority | 12.5 | 29 |
| Management Rights | 4 | 6 |
| Management Grievances | 6.2 | 11 |
| Meal Allowance | 9.4 | 20 |
| Meal Periods | 9.1 | 19 |
| Night Differential | 8.10 | 17 |
| No Strikes - No Lockouts | 7 | 13 |
| On-Call | 8.12 | 18 |
| Outside Employment | 21 | 52 |

TABLE OF CONTENTS - ALPHABETICALLY

| <u>Article</u> | <u>Art.#</u> | <u>Page#</u> |
|--------------------------------------|--------------|--------------|
| Overtime | 8.2 | 14 |
| Part-time Employee | 3.3 | 3 |
| Pension Plan | 18.3 | 49 |
| Permanent Transfers | 12.10 | 31 |
| Posting of Notices | 5.2 | 7 |
| Posting of Schedules | 8.7 | 16 |
| Probation | 12.1 | 23 |
| Promotion Within/Functional Group | 12.7 | 30 |
| Re-engagement/Laid-Off Employees | 12.4 | 28 |
| Relationship | 2 | 1 |
| Re-location | 26 | 55 |
| Reports on Performance | 5.4 | 8 |
| Rest Periods | 9.2 | 19 |
| Safety | 10.1 | 20 |
| Scheduled Days Off | 8.6 | 16 |
| Seniority | 12 | 23 |
| Severance Pay | 12.6 | 29 |
| Sick Leave | 18.1 | 47 |
| Students | 3.4 | 5 |
| Subsequent Meal Allowance | 9.5 | 20 |
| Technological Change | 24 | 53 |
| Temporary Promotion to Supervisor | 12.8 | 30 |
| Temporary Transfer Duration | 12.14 | 33 |
| Temporary Transfers-Co. Convenience. | 12.12 | 32 |
| Employee Benefit & Convenience | 12.13 | 32 |
| Time Limits | 23 | 52 |
| Trial Period | 12.11 | 31 |
| Tour of Duty | 8.4 | 15 |
| Transmitter Safety | 10.2 | 20 |
| Traveling Expenses | 16 | 44 |
| Traveling Time Credits | 17 | 46 |
| Turnaround | 8.5 | 15 |
| Union Rights | 5 | 7 |
| Union Access to Premises | 5.3 | 8 |
| Union Membership/Dues Check-Off | 5.1 | 7 |
| Vacation and Holidays | 13 | 34 |
| Work on Scheduled Days Off | 8.3 | 15 |

TABLE OF CONTENTS - ALPHABETICALLY

| <u>Article</u> | <u>Art.#</u> | <u>Page#</u> |
|----------------|--------------|--------------|
| Work Week | 8.1 | 14 |

TAB 9

COLLECTIVE AGREEMENT -

between

CH VANCOUVER ISLAND
a Division of Global Television Network Inc.
CHEK TV

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA - CLC

March 1, 2004 to February 28, 2007

PARTIES

This Agreement is made and entered into this 15TH day of JANUARY, A.D., 2004.

BETWEEN: CH VANCOUVER ISLAND, A DIVISION OF GLOBAL TELEVISION NETWORK INC.,

hereinafter referred to as "The Company"

Party of the First Part

AND: COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC,

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 covering 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.

1.2 To this end, the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to Employees, and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees the concept that each Employee shall give a fair return of his services.

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 June 3rd, 1965 certifying NABET and any amendments thereto as mutually agreed by the parties, or as ordered by the Canada Industrial Relations Board or in any of the positions listed in the wage schedule in this contract.

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

ARTICLE 3

Employee

3.1 The term "employee" as used in the 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 Industrial 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.

This is Exhibit 9 referred to in the
affidavit of Peter mndach
sworn before me, this 21st
day of October, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

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 at a rate equal to 1/80 or 1/75, whichever is applicable, of their bi-weekly salary. 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 16 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 or 975 or 1950 hours worked for those employees working a 37.5 hour work 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 16 - 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 21 - Lay-Off; Lay-off 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. In the event a part-time employee works in more than one job function, severance shall only apply to lost hours associated with the job function affected by the lay-off.

c) Article 22 - Re-Engagement; shall apply to regular Part-time employees, however, recall rights as set out in Art. 22.3 shall not exceed six (6) months. In the event a regular part-time employee on lay-off works 16 or more hours per week averaged over the previous 12 week period their re-call rights shall be re-established for another six (6) months.

d) Article 27 - Technological Change shall apply to a regular Part-time employee, however, the notice referred to under Article 27.2.1 shall be 12 weeks or 12 weeks' pay in lieu of notice.

e) Article 33 - Tour of Duty; shall not apply, however, the minimum scheduled tour of duty shall be four (4) hours. All hours worked in excess of the scheduled hours shall be paid at one and one-half (1½) the basic rate for all hours worked. 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 of duty may be refused with the exception of the most junior part-time employee on location at the time of the shift extension.

f) Article 37 - Days Off; Part-time employees working 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 without penalty by mutual agreement between the Company, Union and employee. Part-time employees are exempt from the minimum weekend off provisions.

g) Article 49 - Legal Holiday; shall not apply, however, part-time employees required to work on a statutory holiday shall be paid one and one half (1½) times their regular 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, the employee will receive five percent (5%) of regular earnings over the previous thirty (30) calendar days.

h) Article 51 - Sick Leave; shall apply, however, part-time employees shall be entitled to accumulate one and one-half (1½) days of paid sick leave for every one hundred and seventy-three (173) hours worked, which shall include all hours worked, after establishing part-time status.

i) Article 52 - Regular part-time employees who work a scheduled shift of 24 or more hours per week shall be entitled, upon completion of a 3 month period, to the Health and Welfare benefits as contained in this agreement, excluding Long Term Disability and Pension Plan. It is understood that the Company's portion of the employee benefit premiums will be paid on a pro-rata basis. Those part-time employees who do not qualify for Health and Welfare benefits shall be paid fifty cents (\$.50) per hour in lieu.

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 (e). 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.

4.2.6 Part-time employees shall be offered, on a seniority basis, all part-time (including sick 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. This Article shall exclude hours offered to an employee at the time of lay-off and rejected.

4.3 A "Temporary employee" is defined as one hired on a sporadic, occasional basis or for a particular show or occasion. It is further understood and agreed that the purpose in utilizing temporary employees is not to lay-off regular or full-time employees nor exclude the hiring of regular or full-time employees where a regular job exists.

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

- (a) Article 31 - Temporary employees shall be paid at a minimum hourly rate appropriate to the scale and step to which they are assigned in accordance with previous industry experience within the equivalent job function.
- (b) Article 33 - Tour of Duty - the following shall apply: basic hourly rate shall be paid at a minimum tour of four (4) hours.
- (c) Article 35 - Posting of Schedules - Temporary employees shall have their schedules posted (written in) as soon as reasonably possible after they are hired by the Company.
- (d) Article 37 - Days Off; Temporary employees working 37.5 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 38 - Work on Days Off- shall apply subject to the application of Article 37.
- (f) Article 41 - Overtime
- (g) Article 49 - Legal Holiday; shall not apply, however temporary employees required to work on a statutory holiday shall be paid one and one half (1½) times their regular rate for all hours worked with a minimum credit of four (4) hours and two (2) times their basic rate for all hours worked over eight (8). In addition, temporary employees shall receive statutory holiday pay calculated at 5% of gross earnings over the previous 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 or to avoid hiring regular or full-time employees.

4.4 The Company agrees to consult with the Union prior to any further permanent combination of job functions which will result in the elimination or displacement of regular employees or the hiring of said regular employees.

4.5 Part-time and temporary 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).

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 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).

When a aggregate number of hours worked (excluding maternity and paternity leave) in any combination of job functions exceeds 910 hours (excluding overtime) in any 180 consecutive day window, the Company shall post a full-time position that reflects the combined job function provided that the full-time position can eliminate the need for the part-time position(s).

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

Management Rights

- 5.1** 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.
- 5.2** Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to decide the number and location of plants; and the amount and type of machinery and technical equipment required, the amount and type of supervision necessary; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.
- 5.3** It is further recognized that the responsibility of the management of the Company for the selection, direction, and determination of the size of work forces, including the right to hire, suspend or discharge for proper cause, or transfer, or promote or relieve employees from duty because of lack of work, is vested exclusively in the Company.
- 5.4** The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

ARTICLE 6

No Strike Breaking

- 6.1 The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter (excluding rebroadcasting transmitter only), studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress. Nor will it 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.

ARTICLE 7

Union Dues

- 7.1 All employees of the Company, in the bargaining unit, who were members of the Union as of March 1st, 1976, and any employee who was employed prior to March 1st, 1976 who subsequently joins the Union, and all new employees who join the Union, shall remain members of the Union, in good standing, as a condition of employment.
- 7.1.1 The Canada Labour Code, Part I, Section 95 (e) provides that: "No trade union or person acting on behalf of a trade union shall require an employer to terminate the employment of an employee because he has been expelled or suspended from membership in the trade union for a reason other than failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union".
- 7.1.2 The Company will discharge any employee covered by the provisions of Article 7.1 within two (2) weeks after receiving written notice from the Union that the membership of such employee has been revoked or cancelled in accordance with the Union's Constitution and By-Laws and provided further that there is compliance with Article 7.1.1.
- 7.2 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 who is presently paying dues, and all new employees 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.
- 7.3 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 (15th) of the month following the month for which the dues are 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 total amount of dues deducted on base salary;
 - (c) the total amount of dues deducted on additional earnings
 - (d) the name of any employee who has left or joined the Company since the last dues remittance.
- 7.3.1 A copy of this dues check-off list is to be forwarded to the local Union Secretary at the time it is sent to the National Union office.

ARTICLE 8

Non-Discrimination

- 8.1 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.
- 8.2 The Union agrees that it will not discriminate against, coerce or restrain any employee covered by this Agreement or attempt to do any of the foregoing because of his membership or non-membership, his activity or lack of activity in any labour organization.
- 8.3 No employee covered by this Agreement shall be required as a condition of employment to become a member of the Union.

ARTICLE 9

Notification

- 9.1 The Company shall immediately [not later than five (5) days excluding Saturdays, Sundays and Legal Holidays] mail to the CEP Western Region office in Vancouver and to the CEP Local President, one (1) copy of each of the following:
- 9.1.1 Notice of hiring, promotion, transfer, resignation, dismissal, suspension or any written disciplinary action affecting any employee within the bargaining unit.
- 9.1.2 Any written notice pertaining to the application or agreed interpretation of this Agreement.
- 9.2 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.

- 9.3 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 9.1 of this Agreement.
- 9.4 The Company shall provide the Local Union with a report containing the name, job classification and hours worked by each part-time and temporary employee on a weekly basis. This report will be forwarded to the Local Union within ten (10) calendar days of each week.

ARTICLE 10

Leave for Union Activities

- 10.1 Upon request by the Union, the Company will release without loss of pay or other benefits, up to three (3) employees named by the Union to attend grievance meetings and three (3) employees for negotiation meetings. Not more than one (1) employee from each job function shall be released to attend negotiation meetings.
- 10.2 Leave without pay will be granted to any employee duly authorized to represent employees in order to:
- 10.2.1 Attend Executive Council meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance, and such leave shall not be in excess of seven (7) days, plus travelling time if necessary.
- 10.2.2 Accept a full-time elective position with the Union for a period not exceeding four (4) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the President of the Union.
- 10.2.3 Attendance at Labour Educational Seminars will be approved at the Company's discretion and approval will not be unreasonably withheld.
- 10.2.4 It is agreed that not more than two (2) employees shall be released at any one (1) time, with a limit of one (1) in each of the above clauses (10.2.1, 10.2.2 and 10.2.3) at any one (1) time.
- 10.3 Leave provided for in Article 10.2.2 shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 10.2.1, shall not constitute a break in the continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

ARTICLE 11

Union Access to Premises

- 11.1 Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or a card of identification for the representative entitling him to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

ARTICLE 12

Union Activities

- 12.1 The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Company without Company permission.

ARTICLE 13

Outside Employment

- 13.1 No employee shall accept outside employment where such employment is in direct competition with the Company, or adversely affects his work with the Company.

ARTICLE 14

No Strike Clause

- 14.1 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 15**Union Use of Bulletin Boards**

- 15.1 The Company agrees to the posting by the Union on scheduling boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by management and approved by the Union.
- 15.1.1 The Company agrees to provide a Notice Board exclusively for the posting of Union notices.
- 15.2 The Company agrees to provide space in which the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievance forms, etc.

ARTICLE 16**Company Seniority**

- 16.1 Unless otherwise provided, all seniority shall be based on Company seniority, which shall be deemed to have commenced on the date of hiring by the Company into the bargaining unit. Continuous service within the bargaining unit shall be necessary in all cases to which seniority applies, except where the Collective Agreement provides otherwise.
- 16.2 Company seniority shall relate only to the order of lay-offs, promotions, severance pay and the choice of vacation periods, as provided for in the applicable article.

ARTICLE 17**Interruption of Service**

- 17.1 In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or is temporarily transferred to a position within the Company (not to exceed one year) not covered by this Agreement the following shall apply:
- 17.1.1 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, or
- 17.1.2 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 layoff, transfer or leave of absence.
- 17.2 In the event an employee with less than one (1) year of Company seniority is laid off:
- 17.2.1 And he returns to the status of an employee before six (6) months have elapsed, his Company seniority upon return will be that which he had on the date of such lay-off.
- 17.3 Seniority shall cease to exist if the employee resigns or is discharged.

ARTICLE 18**Promotions, Hirings and Transfers**

- 18.1 The employee with the most Company seniority shall, if he meets the qualifications for the position as set by the Company, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher rated job function. The employee will be given reasonable assistance and time to train for the higher rated job function. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted.
- 18.1.1 Upon request, employees not promoted or transferred will be informed of the reasons for not being given the job or for not being transferred.
- 18.2 An employee promoted to fill a vacancy in a higher rated job function or laterally transferred to another job function shall be on a trial period in such job function for a period of up to sixty (60) days. The Company may, at any time during this trial period, return the employee to his former job function 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 made permanent.
- 18.3 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.
- 18.3.1 No employee shall be transferred or assigned, except on a temporary, per occasion basis, to another classification within the bargaining unit, except by mutual consent.
- 18.3.2 No employee shall be permanently transferred to a location, outside the Greater Victoria area, except by mutual agreement, unless all existing employees within a job classification refuse such a transfer. In that case, the Company may, at its discretion, transfer the least senior

employee(s) within that job classification.

- 18.4** Employees required to perform in a job function different from their regular function will not be penalized for errors committed during such performances, without considering the adequacy of training.
- 18.5** When an employee is promoted into a higher rated job function he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his former group plus the amount necessary to place him on step in the new group, and he shall automatically progress upward on his annual or semi-annual anniversary date of employment, i.e. the date of anniversary increases shall not be affected by any change in job function.
- 18.5.1** An employee who is "over-scale" or at the top-of-scale with regard to wages, and who is subsequently promoted shall in lieu of the increment outlined in Article 18.5, receive an amount equal to the average increase in his former group (i.e. the total difference between the start and top rates divided by the number of steps = average), plus any amount necessary to place the employee on a step in the new scale.
- 18.6** Any full-time and part-time positions within the bargaining unit shall be posted for a minimum of five (5) days prior to hiring outside of non-bargaining unit personnel to fill such vacancies. If ensuing vacancies are caused by such promotions or transfers within the bargaining unit, they need not be posted for this five (5) day period if mutual agreement is reached between the Company and the Union. Such agreement will not be unreasonably withheld.

ARTICLE 19

Upgrading

- 19.1** In the event that an employee is temporarily assigned to perform work which involves a meaningful function of a higher classification than that to which he is permanently assigned, he shall be paid **two dollars (\$2.00)** per hour with a minimum credit of four (4) hours. In the event that an employee is upgraded beyond an eight (8) hour tour of duty he shall be paid **eight dollars (\$8.00)** for every subsequent four (4) hours or part thereof. This clause shall not be used for the purpose of reducing the number of employees in the job function to which such employee is being upgraded. When an employee is upgraded through more than one wage classification (e.g. Group II to Group IV), the rate mentioned above will be doubled. 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.
- 19.1.1** The provisions of Article 19.1 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, 19.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods or when a reporter performs news assignment editor duties on weekend, statutory holidays or evenings, except where a news assignment editor would normally be required, e.g. Election coverage, Royal or Papal visits.
- 19.2** 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.
- 19.3** 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 16 or more hours per week and continues beyond six (6) 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 18.5.
- 19.4** Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 19 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 20

Dismissals

- 20.1** Dismissal of an employee shall be for just and sufficient cause and it is agreed that dismissal may be subject to the grievance procedure. With the exception of probationary employees, any employee dismissed for just and sufficient cause (except for gross misconduct) shall be entitled to two (2) weeks notice or in lieu of such notice, shall be given two (2) weeks pay plus accrued vacation pay and any severance pay earned under Article 54.
- 20.1.1** Gross misconduct shall be defined as any stand alone incident that would lead to immediate dismissal, which is not overturned by the grievance procedure or by an arbitrator.
- 20.2** An employee, when resigning, will give the Company two (2) weeks notice in writing and where possible, three (3) weeks notice.

ARTICLE 21

Lay-Offs

- 21.1** The Company will consult with the Local Union executive with respect to any planned lay off 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/or categories affected where the work has been reduced or eliminated; said job functions are listed in Article 30.

21.1.1 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 21.3.1.

21.2 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. Employees must declare their intent to bump within two weeks of receiving layoff notice. An employee bumped under either Article 21 or 27 shall receive the notice appropriate to the applicable Article, plus the remainder of the notice period of the employee that bumped. Notwithstanding the foregoing, employees may not exercise bumping rights to anchor classifications.

21.2.1 Employees who bump into a lower job group shall be paid at a rate within the new group closest to their rate of pay prior to the bump.

21.2.2 Employees who bump into a higher job group shall be paid at a rate within the new group closest to, but not less than, their rate of pay prior to the bump.

21.2.3 Employees who bump into a different classification shall retain recall rights, for up to one year, as per Article 22, to their former classification.

21.2.4 Employees laid off under Article 27 must declare their intent to bump within 2 weeks. However, should a bumping opportunity, or job posting arise during the notice period that was not available at the time of declaration, the employee shall retain their right to bump or apply.

21.3 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.

21.3.1 In the event of lay-offs, under either Articles 21 or 27, employees affected will receive two (2) weeks severance for each completed year of service 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. Up to two (2) weeks of the total may be actual notice with the balance paid in a single lump sum.

21.4 While an employee is laid off, the Company will continue the total group health and welfare payments (excluding LTD) for the period of lay-off up to a maximum of one year or until the employee is eligible for benefits at the new place of employment.

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

21.6 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.

21.7 Employees who revert to a lower salary group at their own request, shall be placed in the lower group at the closest equivalent salary to their previous higher group.

It is agreed that employees who are currently "red-circled" shall be grandfathered with respect to the above.

21.8 An employee on layoff who has worked on a part-time basis shall retain part-time status upon the expiration of recall rights. Seniority shall be calculated from the date of employment by the company.

ARTICLE 22

Re-Engagement and Re-Call

.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, in order of company seniority. The qualifications will be set in a reasonable manner. For the purpose of this Article "re-engage" means to return to work in a full time or regular Part-time position.

Employees who are recalled or re-engaged under this provision to a job function other than previous function shall be paid at a level within the new group that is closest to their previous rate of pay.

.2 Employees who fail to return to work on a full-time basis, to their previous position, when notified by the Company, will lose their re-engagement rights.

.3 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, in order of company seniority. However re-call shall exclude all hours offered to the employee at the time of lay-off and rejected. The qualifications shall be set in a reasonable manner.

For the purpose of this Article "re-call" means to be called to work for any part-time or temporary work available.

Full-time employees laid off under Articles 21 or 27 shall be entitled to re-engagement or recall rights for one (1) year from the date of lay-off.

.3.1 When an employee on lay-off has worked 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.

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.

In the event an employee on lay-off works 240 or more regular hours within a ten (10) consecutive week window, their recall rights shall be re-established for another twelve (12) months.

For the purposes of this Article "regular hours" shall exclude overtime. However, hours worked on a day-off (Article 38) to a maximum of eight shall be included.

3.2 Where an employee has been re-engaged pursuant to this Article and has been paid severance in accordance with Article 21, the employee's seniority for the purposes of severance shall be considered that of a new employee.

4 The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. The employee must notify the Company of his intention within seven (7) days of receipt of said letter.

ARTICLE 23

Performance Reports

23.1 An employee shall be notified in writing, of any written expression of dissatisfaction concerning his work within ten (10) working days of cause for dissatisfaction becoming known to his Supervisor. He shall be furnished with a copy of any complaint or accusation which may be detrimental to his advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of his record for use against him at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an employee's record.

23.2 The employee's written reply to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 23.1 above, shall become part of his records. If such reply is not so received, it will not become part of his record for use by him at any time.

23.3 An employee shall have access to his personnel performance file in the presence of his supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.

23.4 Upon request for review by an employee, there shall be an evaluation of the employee's performance record. Where there exists a complaint or accusation which may be detrimental to the employee's advancement, and where the employee's record shows no related occurrences within the previous twenty-four (24) month period, the Company shall remove such complaint from the employee's record or provide the reasons for leaving it in the employee's record in writing within ten (10) days.

ARTICLE 24

Duties and Responsibilities

24.1 The Company agrees to continue the present practice of assigning all duties relating to the preparation, staging, audition, rehearsal, recording and/or broadcast of the Company's material to employees defined in Article 2.1 of the Agreement. Employees as defined in Article 2.1 of the Agreement shall install, set-up, modify, assemble, operate and maintain all the Company's television equipment used, owned, rented, leased and obtained by the Company; or any equipment obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical, and optical equipment and otherwise, used for broadcasting TV material, including that used in transmitting, control and/or conducting audio and video frequencies, and signals for use in broadcast, closed circuit broadcast, rebroadcast, pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, inter-communication equipment for broadcast purposes, and/or on-air playback.

24.2 The Company agrees that it will not transfer, assign or subcontract any work or functions covered by this Agreement to which employee(s) 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.

24.2.1 Where bargaining unit work currently being performed by bargaining unit employees, as set out in Article 24.1, is transferred or relocated to another location of the Company, said work shall continue to fall under the provisions of this Collective Agreement.

24.2.2 It is understood that the Company will be permitted to use "news" originating from news services including the use of personnel and news gathering services from any business division or subsidiary of Global Communications Ltd. or Global Television Network Inc. provided such practice does not eliminate or replace bargaining unit employees and provided that any full-time or part-time positions are filled by bargaining unit employees. It is further understood that the Company will be permitted to use "news" originating from other sources provided that such sources are not performing work under any prior arrangement or contract with the Company.

24.3 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 the work, duties or working conditions of employees 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 matters under negotiation in accordance with the provisions of this section.

24.4 The Company may use a specialist to maintain, test, adjust or repair any equipment or device 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, and adjustment, or repair being performed by the specialist, if such duties of the specialist are to be assumed by member(s) of the bargaining unit.

24.5 The Company agrees not to assign to persons outside the bargaining unit duties performed by members of the bargaining unit, but it is agreed that the following work practices by persons outside the bargaining unit as defined in Article 2.1 are recognized by the Union, and the Company shall not be required to alter such practices:

24.5.1 The Chief Engineer/Chief Studio Technician may continue to perform maintenance functions for training purposes, familiarization and in cases of emergency.

24.5.2 The News Director may continue, as in the past, to perform the duties of a News Reporter in the execution of his normal job function.

24.5.3 The Production Manager(s) and/or assistant Production Manager(s) may perform the functions of a producer in the execution of his normal job function.

24.5.4 The present practice of interchange of personnel between Global BC and CH TV..

24.5.5 Staff personnel who may be required to use portable technical equipment [e.g. three-quarter (3/4) inch VTR] in presentations or screenings to clients, advertising agencies and Company Executives.

24.5.6 The parties agree that the present style of interdependence (between Global BC and CH TV.) in the area of news and public affairs will continue. The parties further recognize that Article 6.1 would prevent such practice under certain conditions.

24.5.7 The Union agrees to allow the use of students on practicums to perform bargaining unit functions when such students are assigned to work under the supervision of a bargaining unit member. Students will not be used in such a way as to replace a bargaining unit employee on leave or vacation or to avoid payment of penalties or premiums to regular or fulltime employees.

Payment to students is left to the discretion of the Company.

24.5.8 The Executive Secretary/Administration Manager may perform the function of a Switchboard Operator/ Receptionist during meal periods and break periods, and for training purposes, familiarization and emergencies.

24.5.9 The Operations Manager may perform operational functions for training purposes, familiarization and emergency.

24.5.10 The Company shall be permitted to utilise outside experts/ specialists on all news programs for on-air commentary and/ or analysis in their area of speciality.

24.5.11 Program promotion (ie editing and post production voiceovers, tags, graphic components etc.) to be permitted within any business divisions of Global Communications Ltd. or Global Television Network Inc.

24.6 It is agreed that the provisions of Article 24.5 shall not be used for the purpose of eliminating regular or full-time employees or to avoid hiring regular or full-time employees.

24.7 The parties recognize that the intent of Article 24 is to have bargaining unit personnel perform their duties as defined in Article 24. Therefore when a waiver of the foregoing Article 24 is deemed necessary the procedure shall be as follows:

(a) The Company shall, within twenty-four (24) hours of receiving a request from an outside agency, notify the union of the pertinent details concerning any waiver request.

(b) The Union shall, within twenty-four (24) hours, reply to the waiver request.

(c) The above time limits shall be exclusive of Saturdays, Sundays, and Legal Holidays.

ARTICLE 25

Air Credits and Union Seal

25.1 Every audio/video tape recording and all programming produced by the Company for air shall have the CEP seal or videograph legibly exhibited on the following:

- (a) Tape Billboard
- (b) End Credits
- (c) All tape containers

25.2 The Company shall give air credits to employees where, in its opinion such credits are merited by their contribution to the performance in accordance with its current policy.

ARTICLE 26

Waivers

- 26.1** The Company recognizes that no provisions of this Collective Agreement may be waived by the Local Union Officers or by individual members. The responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its Western Region office at Ste. 540, 1199 West Pender Street, Vancouver, B.C.
- 26.2** Where the Company for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, they shall, as early as possible, request a waiver from the Union. Such request will provide all pertinent information to allow the Union to assess the situation. Within twenty-four (24) hours the Union will reply to the request, either granting the waiver or giving in writing the reasons for refusal.

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 as herein set forth.
- 27.2** The introduction of computer hardware and/or software shall be considered a Technological Change with respect to the application to this Article provided that such introduction has occurred within one (1) year of the displacement of an employee.
- 27.2** Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the employees in the bargaining unit, result in the lay-off (as distinguished from layoffs 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 practical, 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.
- 27.2.2** The Company shall in writing state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing 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 of salary, to be interviewed for positions outside the Company.

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 shall 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:** Any complaint by an employee should first be personally tendered (or by his/her designate) to the employee's manager, or a complaint by a manager or supervisor shall first be discussed with an employee, as soon as possible. Deadline for response to the complaint shall be within three working days.
- Step 2:** Following completion of Step 1, if the complainant remains unsatisfied, the grievance shall be reduced to writing and a copy thereof delivered to the President of the Company, or his designee, or the International President of the Union, or his designee, within ten (10) working days of the occurrence leading to the grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.
- Step 3:** The grievance shall be discussed with the President of the Company 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 ten (10) working days of the filing of such grievance. Appropriate records of such meetings shall be kept.
- Step 4:** If the grievance is not settled within ten (10) working days after the meeting described in Step 3, the dispute shall be referred to the President of the Company and the International President or their designees for further discussion and consideration.
- Step 5:** In the event that the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 4, submit the dispute to binding arbitration. The parties shall, within ten (10) working

| | | | | |
|-----------|--|------|------|------|
| 3 years | | 2673 | 2739 | 2801 |
| 4 years | | 2786 | 2855 | 2919 |
| | | | | |
| C: | | | | |
| | | 3053 | 3129 | 3199 |
| | | | | |
| | | | | |

ARTICLE 30

Salary Groups

30.1 Groups for the purpose of salary classification shall be as follows:

GROUP 1: Studio Assistant; Film/Tape Librarian; Switchboard Operator- Receptionist; Secretary Typist.
Senior Designation Group 2 on a merit basis.

GROUP 2: ENG/EFP Assistant; Video Operator; Camera Operator; Shipper/Receiver; Assistant Scheduler; Switchboard /Receptionist/Shipper; Production Assistant; Lighting Person; Audio Operator; Computer Graphics Operator; Senior Designation Group 3 on a merit basis.

GROUP 3: ENG/EFP Camera Operator; Switcher-Crew Chief; ENG/EFP Editor; Scheduler; On Air Co-ordinator; Artist; Announcer; Associate Producer/Director; Lighting Director; Senior Designation Group 4 on a merit basis.

GROUP 4: Producer/Director; Scheduling Supervisor; Post Production Editor; Reporter; On-Air Operator; Director, Designer/ Animator; Anchor 1; Writer/Producer; ENG Editor/ Camera; Out of Town (Resident) ENG Camera Operator; Announcer/Producer
Senior Designation Group 5 on a merit basis.

GROUP 5: Master Control Room Supervisor; Assistant News Director; Sports Director; News Assignment Editor; Director of Photography; Video Journalist; Anchor 2; On-air Supervisor;
Senior Designation on a merit basis.

GROUP A: Maintenance Technician; Transmitter Technician

GROUP B: Senior Maintenance Technician; Senior Transmitter Technician

GROUP C: Supervising Technician

ARTICLE 31

General Wage Provisions

.1 Employees shall be paid according to the wage schedule in Article 29 at the step of the salary group to which they are assigned with credit of years of service within the salary group and any credit for industry experience, educational qualifications recognized by the Company at the time of hiring.

1.1.1 The parties also recognize that the Collective Agreement allows the Company to promote an employee, on a merit basis, to the next higher job group. The Union also acknowledges that, should the promotion be deemed inappropriate for any performance related reason, the Company reserves the right to transfer the employee back to his/her original job group which he/she held immediately prior to the promotion with the appropriate wage adjustments.

It is agreed that the foregoing shall only apply to those merit increases made after January 1, 1998.

31.2 Progression up the salary schedule within each salary group on an increment step shall automatically occur on the first (1st) complete pay period of the month nearest the employee's semi-annual or annual anniversary date of employment with the Company. i.e. Employees hired from the first (1st) to the fifteenth (15th) of the month shall receive increases effective the first (1st) day of the month and employees hired from the sixteenth (16th) to the last day of the month shall receive increases effective the first (1st) day of the next month unless otherwise specified.

.3 Each employee will complete a timesheet daily as prescribed by the Company, and this timesheet will be kept in a place prescribed by the Company. This timesheet shall be signed by the employee and submitted to the Company by 8:00 a.m. Monday of the following week and will be retained as a permanent record by the Company in accordance with the Canada Labour Code. The Company will provide photocopies of each corrected timesheet to the employee and these will be attached to the pay cheque for the period in question. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the timesheets. The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or timesheets the employee involved and the Local President of the Union shall have access to the employee's pay records upon reasonable notice to the Company.

31.3.1 Employees assigned off premises shall submit timesheets as soon as is possible upon returning from such assignment.

31.4 All overtime must be authorized or approved by a Company Supervisor.

31.5 When an employee reports late for an assignment he may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee (e.g. Act of God). For purposes of determining the amount of reduction, the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter (1/4) hour in which the employee reported for duty.

31.6 Payment for overtime work, premiums and penalties shall be made not later than the end of the month following the month that such overtime, etc. is worked, provided the employee's timesheet is filled out as described in Article 31.3.

31.7 Full time employees will be paid every second Friday for the two (2) week period ending the following Sunday. Non-full time employees will be paid for the two (2) week period ending on Sunday, on the second following Friday. However, where a pay day falls on a Legal Holiday (Article 49), employees shall be paid the working day before.

31.7.1 All current full time employees will receive their pay via an electronic transfer of their net pay from the Company's payroll to their bank account. All requirements for typed cheques (e.g. Holiday advances) must be submitted in writing to payroll ten (10) calendar days before payday.

31.7.2 All part-time and temporary employees will continue to be paid via payroll cheques. Such cheques will be available by 0900 hours on the pay day.

31.8 The parties recognize that certain employees are receiving salaries higher than those specified in Article 29, 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.

31.9 The terms "basic rate", "regular rate", etc. are understood to mean the basic hourly rate of the employee involved.

31.10 For the purpose of calculating an employee's hourly rate of basic pay, his bi-weekly salary shall be divided by 80, or 75 in the case of clerical staff

31.11 Each year the Company will include with the T4 slips issued to employees, CEP dues receipts, or total amount of dues deducted at source and forwarded to CEP. All T4 slips will be issued no later than February twentieth (20th) of each year.

ARTICLE 32

Work Week

32.1 Employees may have the option, subsequent to operational requirements, to work either a standard work week or optional work week as hereafter defined.

Both forty (40) hour weeks shall obtain and shall commence at 12:01 a.m., Monday. The hours of work shall be exclusive of the first meal period and inclusive of all second and subsequent meal periods and break periods, except where otherwise provided in Article 39 (Meal Periods).

The standard work week shall consist of five (5) times eight (8) hour days.
The optional work week shall consist of four (4) times ten (10) hour days.

32.1.1 Those employees choosing the optional work week shall be paid at straight time wages up to ten (10) hours; two (2) times the basic rate for hours worked or credited up to fourteen (14) hours; and two and one-half (2 1/2) times the basic rate for all hours worked or credited over fourteen (14) hours.

RECAP

| Hours worked/credited | Payment |
|-----------------------|-------------------|
| 0 - 10 | Basic |
| 10 - 14 | 2 times basic |
| Over 14 | 2 1/2 times basic |

It is recognized the availability of the optional work week cannot fit nor apply to all departments in all areas of the Company. There will be no mixing of the optional work week with the standard work week in any one (1) work week.

Employees scheduled to work the optional work week will have three (3) consecutive scheduled days off, wherever operationally possible. It is agreed that this shift pattern may be cancelled by either party with six weeks notice.

32.1.2 Clerical Staff

The normal work week shall be five (5) days, Monday to Friday inclusive, seven and one half (7 1/2) hours per day. The hours of work shall be exclusive of the first (1st) meal period and inclusive of all second (2nd) and subsequent meal periods and break periods, except where otherwise provided in Article 39.

32.2 The parties recognize that many negative factors resulting from shift patterns in broadcasting do exist and that it is advantageous to reduce, as much as possible, the impact such factors have on the employee and his family. The parties therefore agree to meet during the term of this Agreement, to discuss and implement changes to the shift patterns, in an effort to minimize these negative factors. The purpose of such meetings is not to actually reduce the forty (40) hour work week but rather to provide a flexible means of reaching that amount through a different shift pattern other than the standard eight (8) hour - five (5) day week. No ongoing changes in the present shifts will occur unless mutually agreed by both parties.

ARTICLE 33

Tour of Duty

33.1 A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during the day, with a minimum credit of eight (8) hours for Technical and Production Staff and seven and one-half (7 1/2) hours for the Clerical Staff, calculated to the last one quarter (1/4) hour in which work was performed. Where a shift extends beyond midnight and the majority of hours scheduled occur before midnight the shift shall be considered to fall wholly within the calendar day in which it starts. However, where the majority of hours scheduled occur after midnight, the shift shall be considered as falling wholly within the day in which it ends. There shall be no assignment of split shifts, except that those employees presently working on a self-assigning basis, shall continue to do so.

32 The parties agree that wherever the question of work week or tour of duty arises throughout this Agreement it is agreed and understood that notwithstanding the particular clause in question, there exists a difference between the "Technical and Production Staff" and the "Clerical Staff" as outlined in Articles 32 and 33.

33.2.1 For the purposes of this Article, the following job classifications are classified clerical: Switchboard /Receptionist /Shipper, Secretary Typist, Librarian.

ARTICLE 34

Excessive Hours and Safety

34.1 The Employer agrees to give proper attention to the health and safety of its employees.

34.2 The Company agrees to adhere to all the provisions of the Workers' Compensation Act of British Columbia and all rules and regulations thereto and any other statute Provincially or Federally dealing with the safety and health of the Company's employees.

34.3 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 hours of work.

34.4 When dangerous and hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where he has reasonable grounds to believe that it would be unsafe or injurious to his health to do so or where it would be contrary to applicable Federal, Provincial or Municipal regulations or legislation.

Problems involving safety and health are to be discussed between the Safety Committee members prior to calling in inspectors from either the Federal Department of Labour or the Workers' Compensation Board. The Safety Committee shall be comprised of a representative of the Company and of the Union, and in the event of disagreement, a mutually acceptable third-party referee shall be appointed. Where precautionary measures, as agreed by the Safety Committee, have not been taken, an employee's refusal to undertake such work will in no way be held against the employee or prejudice his employment with the Company. The representatives of the Safety Committee will advise employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.

34.5 An employee may, before performing potentially hazardous duties, request the assistance of another employee. The Company will not deny any reasonable request. On assignments involving climbing on remote locations or work involving high voltage on remote locations a minimum of two (2) employees shall be assigned.

34.5.1 The Company shall consider the capability of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

34.6 For all time worked involving climbing of transmitting and/or receiving masts, employees will be paid an additional one-half (1/2) the basic hourly rate of the employee computed separately from the work week.

34.7 The Employer agrees to supply adequate protective clothing, safety footwear and/or safety devices/equipment for employees on assignment (e.g. remotes, towers) where conditions require their use, and to supply other special attire where required by the employer. It is understood that such protective clothing and/or safety devices/equipment are and remain the property of the employer and shall be returned in good condition on demand.

34.8 The Company will supply lead aprons for employees using VDT's.

ARTICLE 35

Posting of Schedules

- 35.1** Each employee's schedule for any week shall be posted in a scheduling office as early as possible, but in no event later than three (3 p.m.) on the Wednesday ten (10) days 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 daily starting time, finishing time, and days off.
- 35.1.2** In the event that the 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** After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by three (3 p.m.) of the day prior. If such notice is not given, the employee shall be credited with all hours originally scheduled.
- 35.3** An employee's days off will not be changed after twelve (12:00) noon Wednesday of the week (5 days) prior to the scheduled work week, unless mutually agreed.

ARTICLE 36

Change of Starting Time

- 36.1** Notice of change of starting time shall be given as much in advance as possible, but no later than twelve (12:00 p.m.) noon of the day prior to the day of the change. However, those employees working a regular shift pattern, whose start time is later than 12:00 p.m., shall be given notice no later than one-half hour after the start of their shift. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee who is covering the first (1st) day of absence of another employee. The first day of absence of another employee shall be defined to include each day for which the Company did not receive notification of that employee's absence by twelve (12:00) noon of the day prior.
- 36.2** Prior to going on leave of absence or vacation of four (4) days or more, when a schedule covering the period of the leave is not posted 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 and arrives prior to the pre-arranged reporting time.
- 36.3** In the event of absence an employee will comply with the written policy concerning notification of absences as prescribed by his/her Department Manager, or make every reasonable effort to notify his/her Department Manager at least one (1) hour in advance of the commencement of the employee's shift. It is the Company's responsibility to inform the employee of any change in his/her schedule.
- 36.4** It is the intent of the foregoing to insure that each employee shall be apprised of his daily work schedule at the earliest possible time.

ARTICLE 37

Days Off

- 37.1** 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 37.5, there shall be eighty-four (84) hours between the end of the last tour of duty and the beginning of the next tour.
- 37.2** An extra day off or day off in lieu is defined as twenty-four (24) hours plus the turn-around period and shall be scheduled at a mutually agreeable time.
- 37.3** There shall be two (2) consecutive days off in each work week or conterminously (i.e. Sunday and Monday). Further, the Company agrees that under no circumstances will an employee be scheduled to work more than ten (10) consecutive days. 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 four (4) weekends (i.e. Saturday and Sunday) off during each three (3) calendar months. An employee who does not receive the minimum number of weekends off during a three (3) month period shall receive one (1) times his basic rate of pay for all hours worked and/or credited for each tour of duty on the Saturday and/or Sunday in question. The payment shall be in addition to any other payment received under the terms of this Agreement.
- 37.3.1** Notwithstanding the above, Article 37.3 shall not apply to employees hired specifically for a position posted as involving regular weekend work (i.e. successive weekends). Any employee hired to work regular weekends under this Article shall be informed in writing that it is a condition of their employment. The Company agrees to prior consultation with the Union, before the introduction of any additional employees being assigned to work a shift pattern that involves working weekends on a regular basis.
- 37.4** The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- 37.5** Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

ARTICLE 38

Work on Day Off

38.1 An employee may refuse to work on a scheduled day off. However, if all employees qualified in that job function refuse to work, the Company may assign the work to any employee qualified to perform the work, in the inverse order of the Company seniority and this assignment of work cannot be refused but otherwise, an employee will not be penalized for refusing to work on a scheduled day off. When an employee works in accordance with the above, on a scheduled day off/extra day off, work performed on that day shall be compensated as follows:

38.1.1 If work is performed or credited on one (1) day off in a week, time and one half (1 1/2) computed separately from the work week for all hours worked with a minimum credit of four (4) hours. Should the hours worked or credited on a day off exceed the scheduled hours or eight (8) hours, an additional one half (1/2) times the basic rate over and above the rates contained in Article 38.1.1 and 38.1.2 will be paid on excess hours.

38.1.2 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 day off, double (2) time computed separately from the work week for all hours worked on his day(s) off, with a minimum credit of four (4) hours. Any time greater than four (4) hours would automatically go to eight (8) hours of payment. [Clerical Staff - Reference Article 33.2 - minimum credit four (4) hours; anything greater than four (4) hours would go to a minimum credit of seven and one-half (7 1/2) hours.]

In the event that days off scheduled conterminously to the first day off fall in separate work weeks, employees shall be compensated as follows:

| DAY | WEEK 1 | WEEK 2 |
|-----------|---------|--------|
| 1 - Sat. | 1-1/2 X | ----- |
| 2 - Sun. | 2 X | ----- |
| 3 - Mon. | | 2 X |
| 4 - Tues. | | 2 X |
| 5 - Wed. | | 2 X |

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 (1/2) times the basic rate over and above the rates contained in Article 38.1.1 and 38.1.2. (Clerical Staff - Reference Article 33.2 - minimum credit 7-1/2 hours.)

38.1.3 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 38.1.1 and 38.1.2.

| Hours worked/credited | Art. 38.1.1 | Art. 38.1.2 |
|-----------------------|---------------|---------------|
| 0 - 8 | 1 1/2 x Basic | 2 x Basic |
| 8 - 12 | 2 x Basic | 2 1/2 x Basic |
| over 12 | 2 1/2 x Basic | 3 x Basic |

Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hours.

38.2 It is understood that the provisions of Article 41.2.3 will apply to this Article when unscheduled overtime is worked.

38.3 Notice of cancellation of assigned work on a scheduled day off or extra day off shall be given no later than three p.m. (3:00 p.m.) of the day prior to the day in question. If such notice is not given, the employee shall receive eight (8) hours pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hrs.)

38.4 Employees assigned to transmitter and/or rebroadcast transmitter duties may be required to work on their days off. However, compensating time off at the applicable rate for each hour worked on regular days off will be given within forty-five (45) days of return to base. If the Company is unable to schedule mutually acceptable compensating time off within forty-five (45) days of return to base, the employee shall have the option of receiving the monetary compensation.

ARTICLE 39

Meal Periods

39.1 First Meal Period

To all tours of duty a first meal period of sixty (60) minutes shall be scheduled beginning not earlier than the start of the third hour of the tour and ending not later than the end of the fifth hour of such tour

39.1.1 Notwithstanding Article 39.1, maintenance, designated master control, on-air VTR, news, and cable overcut personnel shall continue the present practice of receiving inclusive meal breaks in lieu of the first meal periods (i.e. eat on the job). It is understood that meals may be eaten at any convenient time within the eight (8) hour tour of duty. Such employees will continue to be allowed to eat anywhere in the building, operational requirements permitting, but are not allowed to leave the building during inclusive meal breaks. Article 39.4 does not

apply to inclusive meal breaks received in accordance with Article 39.1.1.
 In the event a meal period is not given under this Article, thirty (30) minutes shall be added to the end of the shift.

39.2 Second Meal Period

A second meal period of not less than thirty (30) minutes shall be scheduled in tours of duty of ten (10) hours or more during which a first meal period was scheduled/assigned. This second meal period shall be scheduled within the third, fourth, or fifth hour after the completion of the first meal period, as defined in Article 39.1 or 39.1.1. Six dollars (\$6.00) shall be allowed to compensate for the cost of the second meal, whether received or not.

39.2.1 In the event that a second meal period is not assigned or taken, thirty (30) minutes shall be added to the end of the shift as time worked.

39.3 Subsequent Meals

A subsequent meal period of not less than thirty (30) minutes will be scheduled within the third (3rd), fourth (4th), or fifth (5th) hour after the completion of a prior meal period. Six dollars and fifty cents (\$6.50) shall be allowed to compensate for the cost of each subsequent meal, whether received or not.

39.3.1 In the event that the subsequent meal is not assigned or taken, thirty (30) minutes shall be added to the end of the shift as time worked.

4 When an employee is not given a meal period within the time limits required by this Article, he shall receive, in addition to his regular salary, compensation in the amount equal to one-half (1/2) his basic hourly rate for each hour or part thereof worked with a minimum credit of one (1) hour until the meal period is actually received or should have been assigned.

Encroachment allowances shall be calculated from the end of the window. The allowances shall be one half (1/2) of the employee's basic hourly rate for each hour or part thereof worked with a minimum credit of one (1) hour. The encroachment allowances as described above shall not compound.

4.1 For the purpose of calculating meal encroachment regarding second and subsequent meal periods, employees who receive inclusive first meal breaks (Art. 39.1.1) shall be considered to have received their first meal period during the fifth (5th) hour of their tour of duty.

Article 39 – RECAP

| Article | Hours in which meal break could have been taken | \$ Allowance |
|--|---|--------------|
| 39.1 (First Meal Period) | 3 rd , 4 th or 5 th hour after commencing shift* | ----- |
| 39.2 (Second Meal Period) | 3 rd , 4 th or 5 th hour after completion of prior meal* | \$6.00 |
| 39.3 (Subsequent Meal) | 3 rd , 4 th or 5 th hour after completion of prior meal* | \$6.50 |
| *39.4 (In addition to regular salary) If meal period is not given within these time limits, one-half (1/2) basic hourly rate for each hour or part (min. credit of one (1) hour) until meal is received, from beginning of last hour in which meal could have been given, to start of meal given, or from end of prior meal to first hour in which meal could have been assigned. | | |

39.4.2 In the event that meal encroachment is fifteen (15) minutes or less, no penalty shall apply.

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

39.5.1 Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or

39.5.2 At its own expense, furnish the crew with an appropriate meal

39.6 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 40

Break Periods

40.1 Employees shall be entitled to and shall receive rest periods as follows:

- (i) A fifteen (15) minute rest period between the beginning of a tour of duty and the scheduled meal period.
- (ii) A fifteen (15) minute rest period between the scheduled meal period and the end of a tour of duty.
- (iii) These break periods shall not be assigned during the first or last hour of a tour of duty or as part of a meal period. During live productions, these break periods shall not be assigned during the first or last half (1/2) hour of a tour of duty or as part of a meal period.
- (iv) On a tour of duty of more than eight (8) hours an employee shall not be required to work more than three (3) hours (e.g. 11th, 14th, 17th, etc.) without a break period being assigned.
- (v) When an employee is required to work through a break period, fifteen (15) minutes for each such break period shall be added to the end of the shift as time worked.

ARTICLE 41

Overtime

41.1 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.

41.1.1 All overtime that is the result of a shift extension, shall be offered to full-time employees on shift, at the same location, within the job classification. If all qualified full-time employees in the job classification refuse to work, the Company may assign the work to any qualified full-time employee in inverse order of Company seniority within the bargaining unit.

41.1.2 No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

41.2 When an employee works overtime in accordance with Article 41.1 such overtime hours shall be compensated as follows:

41.2.1 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 1/2) times the hourly rate of the employee, computed separately from the work week. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hours.)

41.2.2 Should the time worked or credited exceed twelve (12) hours, all hours worked or credited in excess of twelve (12) will be paid at an additional one-half (1/2) times the basic rate over and above the rates contained in Article 41.2.1.

RECAP

| Hours worked/credited | Payment |
|-----------------------|------------------|
| 0 - 8 | Basic |
| 8 - 12 | 1 1/2 |
| over 12 | Basic 2 Basic |

Article 41.2.3 not illustrated in recap.

Clerical Staff - reference Article 33.2 - minimum credit 7 1/2 hours.

2.3 Employees involved in unscheduled overtime [i.e. overtime which is scheduled and/or worked without notice being given to the employee by three (3:00 p.m.) on the day prior to the day involved] who are assigned unscheduled overtime in excess of two (2) hours beyond the scheduled finishing time of a tour of duty, shall be compensated at one-half (1/2) times his basic rate in addition to any other payments received under this agreement, for work performed in excess of the two (2) hours referred to above. If the employee is assigned a second extension of unscheduled overtime, the additional one-half (1/2) rate shall apply from the beginning of the originally unscheduled overtime.

News-ENG/Production personnel will not be paid an additional penalty for unscheduled overtime if such overtime is a direct result of an unexpected event. (see definition)

41.2.4 Unscheduled overtime will not be paid to an employee who is covering the first (1st) day of absence of another employee. First day of absence of another employee shall be defined to include each day for which the Company did not receive notification of that employee's absence by twelve (12:00) noon of the day prior.

3 By mutual agreement time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time

ARTICLE 42

Call-Back

- 42.1** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty (Article 33), is called back to perform further work on the day in question.
- 42.2** If an employee is scheduled, assigned or notified of a call-back prior to the time he leaves his place of work on the day of the call-back, all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered continuous.
- 42.3** An employee scheduled, assigned, or notified of a call-back after having left his place of work on the day in question shall be paid at the time and one-half (1 1/2) rate with a minimum of four (4) hours credit. Call-back under these conditions shall be computed separately from the work week.
- 42.3.1** An employee with a reasonable and legitimate excuse may refuse to work callback as outlined in Article 42.3, and shall not be penalized for such refusal.
- 42.3.2** In the event that all qualified employees refuse to work call-back as defined in Article 42.3.1, the Company may assign the required duties to any qualified employee within the bargaining unit in inverse order of seniority.
- 42.4** When an employee works between the hours of four (4:00) p.m. and midnight, call-back shall apply (rather than change of start time) if less than seven (7) hours have elapsed from the time the employee was released from his shift.
- 42.5** If an employee is scheduled to be on-call to cover unforeseen absences on either Saturday, Sunday or statutory holidays, the Company will pay a premium of fifty (\$50) dollars a day in addition to all regular and/or overtime pay which the employee is entitled in accordance with this agreement. It is understood that the scheduling of on call will be on a voluntary basis.

ARTICLE 43

Turn Around Period

- 43.1** 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, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.
- 43.2** All time scheduled and/or worked, and any meal period, during any of the above turn-around periods shall be compensated for in addition to the regular basic rate, at one-half (1/2) times basic for the portion of such assignments which encroaches on such turn-around period, except that the compensation shall be one and one-half (1 1/2) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the six (6) hour period immediately following the end of the employee's original schedule or any extension thereof.

CAP

| Hours between stop And start time | Compensation |
|--------------------------------------|--------------------|
| 0 - 6 | 1 1/2 x Basic Rate |
| 6 - 12 | 1 x Basic Rate |

- 43.3** No payment shall be made for the following encroachments:
- 43.3.1** On a shift where an employee is released from duty for the entire tour of duty to attend negotiation or grievance meetings with Management.
- 43.3.2** Encroachment on a swing in shift where employees are on a regular rotating shift pattern in conjunction with an employee's regular scheduled days off.
- 43.4** In cases where an employee is released prior to the scheduled finish time of his tour of duty, encroachment on the turn-around period will be computed from the time of release, provided that: the employee shall, in each instance, have the option of being released early, or of staying until his scheduled finish time. In cases where an employee's tour of duty is extended in accordance with Articles 39.2.1 and/or 39.3.1 and the employee is not required to perform work or report for duty after commencement of such second or subsequent meal period, turn-around shall be computed from the time of release.

ARTICLE 44

Night Differential

- 44.1** When an employee works between 0000 hrs (12:00 midnight) and 0700 hrs (7:00 a.m.) all hours shall be compensated for at an additional one dollar and seventy-five cents (\$1.75). Night differential shall not be deemed overtime or part of basic pay. Where night differential is one-half (1/2) hour or less no premium shall be paid.

ARTICLE 45

Automobile Expenses

- 45.1 The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.
- 45.2 If an employee is authorized to use his own automobile for transportation in connection with his duties he/she shall be reimbursed at the rate of forty cents (\$.40) per kilometre.
- 45.3 When an employee on Company business is involved in an accident resulting in damage to his/her vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee to a maximum of \$500.00, such amount being regarded as the deductible amount on the employee's car insurance policy.
- 45.4 If any employee requires higher automobile insurance rates due to using his personal car for business purposes, the Company shall reimburse him for any additional premium charged above the "Pleasure and To and From Work" insurance rate.
- 45.5 It is expressly agreed that the use of an employee's car (excluding reporters) in executing the business of the Company is not compulsory, and he/she may at his discretion decline to do so. It is further understood that if a reporter is unable to drive for bona fide reasons (i.e. medical, loss of license) excluding criminal misconduct, the company will take no disciplinary action.

ARTICLE 46

Travel Conditions

- 46.1 For pay purposes, employees engaged only in travelling, except as provided for in Article 59.3, shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed:
- 46.1.1 From the time of the employee's departure, when the employee departs from his home by common carrier.
- 46.1.2 From the assigned hour of departure from his home when an employee travels by automobile direct to the assignment.
- 46.1.3 From the time he leaves his normal place of employment when the employee reports there before proceeding to travel.
- 46.1.4 From the assigned hour of departure from his lodging when an employee is using overnight accommodation.
- 46.1.5 When travelling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel.
- 46.1.6 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, a single occupancy berth or a first class seat on a plane 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.
- 46.1.7 The turn-around provisions of Article 43 will apply from the time an employee completes his travel.
- 46.2 Time credited for the return journey under the above conditions will be computed in the same manner.
- 46.3 The Company agrees to maintain adequate liability insurance on all vehicles owned and rented by the Company which it requests any employee to drive.
- 46.4 When an employee is required to work at a studio or remote location other than his normal place of employment, he shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

ARTICLE 47

Remote Expenses

- 47.1 Employees on remote assignments which require overnight accommodation shall receive a per diem allowance of fifty two dollars (\$52.00) to cover the cost of all reasonable expenses incurred while on Company business for each completed twenty-four hour period. An advance to cover the estimated per diem cost will be given to each employee prior to departure unless the nature of the work assignment does not allow for it. (i.e. immediate remote coverage of breaking news). Employees are entitled to a single room accommodation. When available at the locations concerned, a single room with shower and/or bath facilities will be provided.
- 47.2 Employees on remote assignments (i.e. outside of the following boundaries: east boundary of Sooke; top of the Malahat; off Vancouver island) who do not receive a per diem allowance (Article 47.1) shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 39 if the meal entitlement was earned within the time frame that the employee was on the actual remote. The boundaries for employees based in up-island bureaus will be 60 kilometres from their designated bureau.

| | |
|-----------|------|
| Breakfast | \$10 |
| Lunch | \$14 |

Dinner \$20

In accordance with Article 39.1.1, employees receiving inclusive meal breaks shall not be entitled to a meal allowance for the first meal falling within the regular tour of duty unless they are assigned to a remote location and are required to stay overnight. However, the employees shall be entitled to a meal allowance for the first meal if they opt to forego the inclusive meal period for the duration of the remote assignment.

Where a second or subsequent meal is required, the employee may choose to be re-imbursed, as per Article 39, or to a maximum amount currently allowed under Company policy, with receipts provided.

An employee may choose, on a per occasion basis, to exercise their rights under this provision or to continue with the past practise of submitting receipts for payment, as set out in the company policy handbook.

ARTICLE 48

Vacations

48.1 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:

| | | |
|-------------------|------------------------------------|----------------|
| Less than 12 mo. | 1 day per completed calendar month | 4% |
| 12 mo. to 96 mo. | 15 days | 6% |
| 96 mo. to 180 mo. | 20 days | 8% |
| 180 mo. & over | 25 days | 10% |
| Service | Duration of Vacation | Payment |

Service = Seniority as defined in Article 16 computed as of March 31st of each year.

Duration = Duration of vacation in working days.

Payment = % of gross earnings since April 1st of previous year.

48.2 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 vacation credits.

48.3 An employee may request to begin and end his vacation in conjunction with his days off, plus any additional days added because of 48.2 and such request will not be denied.

48.4 Vacation periods shall be scheduled between April 1st and March 31st of each year. Employees shall submit their preference for vacation to their Manager in writing on a form prescribed by the Company by March 1st of each year. Failure to submit such application will result in vacation periods being assigned by the Company. Vacation schedules shall be posted by March 21st, any alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee affected.

48.4.1 Vacation preference shall be given to employees on the basis of Company seniority within each job function as listed in Article 30; or within a group of operationally related job functions as reasonably defined by the Company. Where there is a conflict over vacation preference within a job function or group of job functions, Company seniority shall apply.

48.2 Vacation periods shall be scheduled between May 1st and September 30th, and preference shall be given on the basis of seniority. Every employee shall be entitled to have at least three (3) weeks of his/her vacation period consecutively unless requested otherwise by the employee and approved by the Company.

48.5 Upon termination of employment an employee (or his estate in the case of death), shall receive accrued vacation pay earned in accordance with the provisions of Article 48.1 plus pay for any vacation period previously earned but not taken.

48.6 In special circumstances and with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

48.7 In the event that an employee desires leave without pay, he shall apply in writing to the Company stating the reason for such leave. No employee shall suffer loss of seniority or other benefits as a result of such leave, which may be granted at the sole discretion of the Company.

ARTICLE 49

Legal Holiday and Payment

- 49.1 The following shall be paid holidays:
- New Year's Day
 - Good Friday
 - Victoria Day (Empire Day)
 - Canada Day
 - B.C. Day (first Monday in August)
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day

Plus any day duly proclaimed by Federal, Provincial, or Municipal Authority as a public holiday. In addition to the holidays listed above, one (1) additional holiday per calendar year will be available at the mutual discretion of the employee and the Company. In the case of new employees, the one (1) additional holiday shall not be credited to the employee until the completion of twelve (12) months employment with the Company.

The credited additional holiday shall be taken within the calendar year, however, new employees when credited with their first holiday earned in accordance with the foregoing, shall receive this holiday within six (6) months from their first (1st) year anniversary date of employment with the Company.

A second additional holiday as described above will be granted; however, if Heritage Day becomes a Federally recognized statutory holiday, this additional day will not be granted, but Heritage Day will be added to the present list of paid holidays listed under Article 49.1. Failure of an employee to take an additional holiday will not result in any penalty payment by the Company.

- 49.1.1 If any of the above days fall on a Sunday and 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.

- 49.1.2 If a holiday falls on a scheduled work day and the employee is not required to work he shall receive his normal basic pay for such day [eight (8) hours] at the basic rate. (Clerical Staff - Article 33.2 - minimum credit 7 1/2 hrs.)

- 49.1.3 If a holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half (2 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 (1/2) times the basic hourly rate of the employee. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hrs.)

- 49.1.4 If the holiday falls on a scheduled day off he shall, at the employee's option, receive either one (1) additional day's pay for that week, or add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time.

- 49.1.5 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 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 (1/2) times the basic hourly rate. Further, all hours beyond twelve (12) in the day shall be paid at a further additional one-half (1/2) times the basic hourly rate of the employee. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hours.)

Recap on page following.

| Hours worked/ Credited | Article 49.1.2 | Article 49.1.3 | Article 49.1.5 |
|---------------------------|----------------------|-------------------|-------------------|
| 0 - 8 | 8 hrs./ Basic | 2 1/2 x Basic | 3 x basic |
| 8 - 12 | 7.5 hrs/ Clerical | 3 x basic | 3 1/2 x basic |
| Over 12 | | 3 1/2 x Basic | 4 x basic |

- 49.1.6 It is understood that the provisions of Article 41.2.3 will apply to this Article when unscheduled overtime is worked.

- 49.1.7 With respect to Article 49.1.3 and 49.1.5 an employee shall receive payment at the applicable rate or, if mutually agreed, may be permitted to:

- (a) add time off in lieu at the applicable rate to his annual leave.

- (b) take time off in lieu at the applicable rate at a mutually agreeable time.

The employee shall indicate his preference on his time sheet.

49.2 Any period of time off allowed by the Company for:

- (a) Employee's participation in organized recreational activities,
 (b) because of inclement weather,
 (c) and for any other reasons.

shall not be considered as a holiday for the purpose of this Agreement. It is understood that such time off shall be granted at the discretion of the Company, having due regard to the work requirements in each department. Such authorized time off which falls within the assigned worked day of an employee shall be considered as time worked.

ARTICLE 50

Scheduling of Christmas and New Year's Holidays

50.1 Before November 15th of each year the Company will ascertain the wishes of the employees regarding scheduling of Christmas and New Year's holidays. An employee shall be scheduled off on either:

- (a) December 24th, (which shall be considered Christmas Day);
 or
 (b) Christmas Day
 or
 (c) New Year's Day

based on seniority and an employee choosing Christmas Day shall not be scheduled to work past 12:00 a.m. on the eve of the holiday. An employee choosing New Year's Day shall not be scheduled to work past 7:30 p.m. on the eve of the holiday.

50.2 These Christmas and New Year's holiday schedules shall be posted no later than the 30th of November.

50.3 It is recognized that normal shift patterns will be affected by the Christmas and New Year's schedules and turn-around will not apply on these statutory holidays. (i.e. Christmas Day, Boxing Day, New Year's Day)

ARTICLE 51

Sick Leave

- 1.1 An employee who is absent because of illness or incapacity shall receive sick leave computed on the basis of one and one-half (1 1/2) days for each calendar month of seniority, cumulative from year to year to a maximum of one hundred and nineteen (119) days subject to the following:
- (a) For absences of three (3) days or less, the employee may be required to supply written declaration of illness.
 - (b) If requested to do so by the Company, the employee shall offer satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses that exceed (3) days.
 - (c) Where an employee has exhibited a pattern of absence, the Company may require satisfactory proof of illness for absences of three (3) days or less. The Company will inform the employee of any perceived sick leave abuse prior to requesting proof of illness.
- 1.1 The first fifteen (15) working days of disability shall be paid at one hundred percent (100%) of salary provided the employee has sufficient sick days in the bank. In the event an employee has insufficient sick bank days to cover the first fifteen days, the company shall pay an amount equivalent to the employment insurance rate or greater, subject to the sole discretion of the Company.
- 1.2 Following fifteen working days of disability, the employee shall be paid an amount equivalent to eighty five (85%) percent of the net basic salary the employee was receiving at the time he/she first became eligible for sick leave.
- 1.3 Notwithstanding Article 51.1.2, the Company may elect to have an employee paid an amount higher than the said eighty-five (85%) percent, where the employee qualifies for payments pursuant to the aforementioned Article 49.1.
- 1.4 Eligibility would commence on the 1st of the month coincident with or next following three (3) months of employment.
- 1.5 Payments of premiums contemplated by Article 51.1.1 shall be set by a third party insurer selected by the company. Employees through payroll deduction will pay fifty (50%) percent of the premium costs associated with such insurance.
- 1.6 The Insurance company would have full responsibility to adjudicate and administer claims.
- 1.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits, sick leave credits or health and welfare benefits as in this Agreement.
- 51.3 Should an employee fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.
- 51.4 If an employee, having received sick pay under Article 51.1, subsequently receives a settlement of judgement for lost wages, he shall reimburse the Company for any amount received. The employee is required to reimburse the Company only for the amount received in a settlement of judgement which may not necessarily be equivalent to the sick pay received from the Company. The amount of reimbursement to the Company shall in no event exceed the amount of sick leave pay received from the Company.

ARTICLE 52

Health & Welfare Plans

- 52.1 The Company agrees to continue to make available to eligible employees the following benefits at the following premium sharing ratios.
- The Company shall pay 80% of the following premiums:
- 1. B.C. MEDICAL SERVICES PLAN
 - 2. EXTENDED HEALTH
 - \$25.00 deductible per person or \$50.00 per family based on 100% reimbursement.
 - Plan includes: prescription drugs, ambulance, registered nurse, hearing aids, private hospital room, and vision care of \$150.00 every two years for adults and every year for dependent children when prescription eyeglasses or contact lenses are purchased for employee, spouse, or dependent children under nineteen years of age.
 - 3. DENTAL
 - 80% of basic services

- 50% of full upper and/or lower dentures
- 50% of major restorative - no dollar limit
- 50% of orthodontic services for dependent children only - \$1,500 per lifetime

The Company shall pay 50% of the following premium:

1. GROUP LIFE INSURANCE

- Single employees covered at one (1) times annual salary; employees with dependents at three (3) times annual salary; and retired employees \$5,000.00.

Employee Paid:

1. LONG-TERM DISABILITY

- 60% of normal monthly earnings payable after 119 days to age 65 if totally disabled.

2. VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- Provided coverage in event of an accident resulting in death, dismemberment or loss of use of limbs, anywhere, anytime - 24 hours a day in multiples of \$10,000 subject to a maximum of \$300,000.00.

3. VOLUNTARY GROUP LIFE INSURANCE

- Coverage is available in increments of \$10,000 to a maximum of \$500,000.
- An evidence of insurability form must be completed by employees who wish to apply for this coverage.

52.2 The Company will discuss with a Union representative any proposed changes to the Health and Welfare plans before these changes are implemented.

52.3 Pension Plan

The Company Pension Plan now in existence shall continue to be made available to all employees on a voluntary basis and at no less a level of benefit during the term of the Agreement. The Company shall notify the Union of any change(s) to the terms of conditions of the Pension Plan.

52.4 The Parties agree to meet during the term of this Agreement for the purpose of reviewing the Pension Plan. The Company shall furnish to the Union any data related to the bargaining unit portion of the Pension Plan as may be necessary to carry out such review.

52.5 Should the Union decide to implement a Pension Plan for bargaining unit members during the term of this Agreement, the following shall apply:

- (a) The Company agrees that it shall provide such payroll deduction services as may be required to facilitate the operation of a Union Pension Plan; and
- (b) Any employee contribution deductions for such Union Pension Plan shall be subject to written authorization from the employee involved.

ARTICLE 53

Employees' Assistance Program

53.1 It is recognized by the parties that drug and alcohol addiction and chronic abuse is an ever-increasing problem in today's society. In an effort to provide a more compassionate means of assisting and rehabilitating personnel affected by such illnesses, the parties agree to the establishment of a permanent committee to be comprised of one (1) nominee from each of the parties, with these two (2) members selecting a third (3rd) person to serve as Chairman. The methods and manner of operation will be decided by the committee itself, however, no disciplinary action of a permanent nature will be taken by the Company against an employee without prior consultation of this committee.

ARTICLE 54

Severance Pay

54.1 Severance pay will be paid in accordance with the Canada Labour Code, except that "dismissal for gross misconduct" will be substituted for "dismissal for just cause".

ARTICLE 55

Compassionate Leave

55.1 When an employee is required to be absent from work due to a death in his immediate family, (i.e. legal guardian, husband, wife, common law spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents) he will be granted compassionate leave of absence of up to three (3) days, for the purpose of attending/arranging the funeral.

55.1.1 When travelling time is necessary, 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.

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

Paternity Leave

56.1 A male employee whose spouse becomes pregnant will be given leave of absence without loss of seniority on the occasion of the birth of his child on the following basis:

- (a) the employee will inform the Company at least one (1) month before the desired leave of absence which may be before and/or after the birth, and will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.
- (b) leave of absence with full pay and benefits shall be granted for a period of four (4) days.
- (c) additional periods of leave may be granted at the discretion of the employer.
- (d) for the purposes of this clause, "spouse" includes common-law wife.
- (e) unscheduled overtime will not apply to employees covering persons on Paternity Leave.

Common-Law Spouse

A common-law spouse is defined as a cohabitant of one (1) year or more who has been publicly represented as a spouse.

ARTICLE 57

Maternity Leave

57.1 Maternity Leave will be in accordance with the provisions of the Canada Labour Code which may be amended from time to time.

57.2 Employees who have completed one (1) year of service and who return to work after maternity leave will receive unused sick leave credits to make up the difference between unemployment insurance benefits (U.I.C.) received during maternity leave and 80% of their regular wages, with the exception that a single mother would receive the difference between U.I.C. and her regular wages.

First Payment - 50% upon their return to work.

Second Payment - 25% after three months of continued employment.

Final Payment - 25% after six months of continued employment.

ARTICLE 58

Jury Duty

58.1 Employees called to serve on juries or to obey a subpoena shall receive their regular salaries in addition to their jury or witness compensation provided that the employees concerned shall return to work if released before 1:00 p.m. and further provided that employees shall not be required to work any tour except the normal day shift tour during periods when serving on juries or appearing as a witness.

ARTICLE 59

Education, Seminars, Etc.

59.1 The Company shall, after prior approval, reimburse an employee for fees paid by an employee, as tuition, for any industry related courses including Workers' Compensation Board (W.C.B.) Industrial First Aid Certificate courses. Payment is to be made after successful completion of such courses.

59.2 The Company shall pay a monthly bonus (not to be included in the base rate) to one (1) bargaining unit member, upon successful completion of the Industrial First Aid Course and who maintains a valid certificate, for as long as the individual is designated to be the Company's First Aid representative. The intent of this clause is to have the individual contribute towards the Company's health and safety programs, and the selection will therefore be made after prior consultation with the Union.

The monthly bonus will be as follows:

Level 3 Ticket - \$110.00
 Level 2 Ticket - \$100.00
 Level 1 Ticket - \$ 90.00

In addition, the Company agrees to provide training for a Standard First Aid Ticket for up to five (5) other individuals at any one time. These individuals will be selected from volunteers from the Victoria and Nanaimo locations, following consultation with the Union. No monthly bonus will be paid to these volunteers.

59.3 When an employee attends seminars, educational courses, etc., he shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel.

59.4 The parties agree to the establishment of an educational fund. Each party will contribute one thousand dollars (\$1000) to start the fund and the fund will be maintained by each full-time employee contributing one dollar (\$1.00) per month and the Company contributing one dollar (\$1.00) per month per full time employee.

The fund will be administered by both parties through a joint committee of two (2). Unanimous agreement of the committee will be required for approval of any application.

ARTICLE 60

Clothing and Grooming Allowance

60.1 Employees working on-camera on a regular basis are required to meet specific standards regarding appearance and to assist them the Company agrees to provide the following:

- a) a minimum benefit for appropriate on air clothing equivalent to \$1300 per year for regular anchor persons, weather broadcasters, and public affairs persons, provided in equal amounts of \$650 effective as of March 1st, 2001 and \$650 on or after August 1 of each year.
- b) a minimum benefit for appropriate on air clothing equivalent to \$800 per year for regular reporters or other performers, provided in equal amounts of \$400 effective as of March 1st, 2001 and \$400 on or after August 1 of each year.
- c) reimbursement to be made upon receipt of purchase.

60.2 For the purposes of this Article, employees referred to in (b) above, are those employees assigned to appear on-air on a daily basis for the duration of a program or segment, who have performed in that role in the previous six (6) months. Employees referred to in (c) above are those employees assigned to appear on air a minimum of 2 times per week in a reporter or other role, for a portion of a program, or a promotional or feature presentation other than a sustaining program, who have performed in that role in the previous six (6) months.

ARTICLE 61

Joint Union-Management Committee

61.1 Whereas the parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to meet periodically during each year of this Agreement in a sincere effort to establish and maintain a Union-Management relationship that, without any sacrifice of principle of either party, will provide for honest discussions and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 62

Existing Benefits

62.1 The Company recognizes that on or before the commencement of this Agreement, 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 job function for the sole purpose of removing it from the bargaining unit.

ARTICLE 63

Classification Changes

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.

2 Where available the Company shall furnish the Union with up to date copies of all bargaining unit job descriptions

3 Where a new job classification is created or the functions and/or duties of any job classification are substantively changed, 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.

4 Should the Committee fail to resolve the differences between the parties, such issues that remain unresolved may be referred by either Party to binding mediation.

The cost of the Arbitrator shall be paid by the Union. The selection of the Arbitrator shall be by mutual agreement.

ARTICLE 64

Duration of Agreement

64.1 This agreement shall commence on the 1st day of March, 2004, and remain in force for a period of 3 years, ending on the 28th day of February 2007 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 its intent to modify the Agreement, or until seven (7) days after a Report of a Conciliation board has been received by the Minister of Labour of desire to modify this Agreement. If such notice is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

.2 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by this Agreement. The parties further understand and declare that if 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 15th DAY OF JANUARY 2004

**Communications, Energy Paperworkers Union of Canada
& CH Vancouver Island A Division of Global Television Network Inc.**

Rob Lumgair
Representative

Ron Eberle
General Manger

Murray Langdon

Don Wright
CHEK TV

Dana Hutchings

Gail Young

Letter of Intent #1

Legislative Reporters

Due to the nature of the work performed by the Legislative Reporter(s) it is agreed the person working on this assignment may be on a self-assigned basis. The provisions of the Canada Labour Code shall apply and the employee shall be paid at the overtime rates in accordance with the provisions of the Collective Agreement for any authorized and/or approved time worked beyond forty (40) hours in any week or eight (8) hours in any day. Articles 35, 36, 37.3, 38, 39, 40, 41.1, 41.2.3, 42 and 43 shall not apply. Scheduling of work will be left to the individual concerned who shall submit records of time worked at the end of each week.

For the Union

For the Company

Letter of Intent #2

Transmitter Maintenance

Subject to the Company's right to direct changes, full-time employees assigned to transmitter maintenance shall be entirely self-assigning and Articles 35, 36, 37.3, 38, 39, 40, 41.1, 41.2.3, 42 and 43 shall not apply. The provisions of the Canada Labour Code shall apply and such employees shall be paid for any authorized and/or approved time worked beyond forty (40) hours in any week at the time and one half (1 1/2) rate.

For the Union

For the Company

Letter of Intent # 3

Letter of Intent #6

Definitions

Events of major political, economic or social importance of which the Company had not or could not be expected to have prior knowledge, i.e. death of a politician or celebrity, or a provincial crisis. A provincial crisis may be defined as an item of concern or impact to the majority of the provincial population, e.g. Vancouver Island and/or Lower Mainland.

For purposes of the unscheduled overtime sections of this Agreement except where otherwise specified, unexpected events shall also include events requiring responses of emergency services of fire, police or ambulance of which the Company had not or could not be expected to have prior knowledge.

For News-Eng personnel no compensation will be paid for meals displaced during that portion of an assignment within the definition of an "unexpected event".

For the Union

For the Company

Letter of Understanding

Anchor Contracts

It is understood and agreed that the employer and News Anchors may enter into individual contracts of employment on the following conditions and understandings.

- a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee and the employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the collective agreement. An employee entering into an individual contract shall be entitled to exercise all of the benefits and provisions of this agreement.
- b) A copy of an individual contract shall be forwarded to the CEP National Representative in Vancouver for review (not approval) prior to any contract coming into effect. The contents of the individual contract shall be deemed to be strictly confidential and shall not be disclosed by the CEP National Representative to any other person, firm, or corporation without the written agreement of the Employer and the Employee.
- c) If the collective agreement and the personal service contract conflict, the collective agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.
- d) It is understood and agreed, due to the nature of Broadcasting and audience acceptance, the Company reserves the sole right to recruit, select, determine and assign all anchor (talent) personnel, unless otherwise specifically excluded in this agreement.

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

- a) the Employee affected and the Union shall be informed in writing;
- b) within 10 days of receiving notice, the employees shall select one of the following options:
 - i) to receive the lump sum severance payment outlined in their individual anchor contract, and forfeit all rights and privileges under the collective agreement
 - ii) to exercise all rights and privileges under the collective agreement.

Letter of Understanding

Transfer of Work

Notwithstanding the provisions of Article 24, where the Company transfers or assigns bargaining unit work to a related Global Television facility or 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 21.2. 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.

It is further understood and agreed that the above severance will be offered to the entire bargaining unit 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.

APPENDIX A

Harassment Policy

Policy Statement

Global Television Ltd. and the Global Television Network Inc. and the Communications Energy and Paperworkers Union are committed to providing a working environment which is at all times supportive of the dignity and self esteem of employees, and that is free of discrimination and harassment in accordance with the Canadian Human Rights Act.

To facilitate this commitment the Company and the Union will communicate this policy to all employees, provide opportunities for education and training as deemed necessary, and establish a fair and impartial mechanism for dealing with complaints.

Definition

Harassment includes all conduct and comment that is prohibited by the Human Rights Code, including conduct, comment or behavior that is based on race, colour, ancestry, place of origin, political belief, religion, marital status physical or mental disability, age, sex and sexual orientation, and which is unwelcome or is of such a nature that it would be reasonable to assume that it is unwelcome.

Without limiting the generality of the foregoing, harassment will include, but is not limited to:

- a) use of insulting or derogatory language;
- b) unwelcome physical contact, such as touching or petting;
- c) offensive remarks, jokes or innuendo;
- d) display of pornographic, racist or other offensive or derogatory material;
- e) threats, demands or suggestions that an employee's work status (i.e. continuation of work, promotional or training opportunities) is or would be affected by that employee's response.

Harassment complaints must be processed through the harassment policy. Any employee who is in violation of this policy may depending upon the circumstances, be subject to disciplinary action, up to and including termination from employment.

Prevention and Procedure

- a) This policy will be made available to all employees. New employees will receive a copy during sign-up orientation.
- b) All employees have the opportunity to receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.
- c) Harassment/discrimination will be considered to have taken place if a reasonable person ought to have known that such comment and/or conduct was unwelcome, aggressive or threatening. A harassed employee should clearly if possible communicate to the harasser that the offending behaviour is objectionable and unwelcome. The harasser should be asked to stop. The harassed employee should remind the harasser that the behaviour is contrary to policy.

This is often the simplest and most effective way to put an end to harassment and employees are encouraged to take this action. However,

employees are not obliged to confront the harasser and if a person experiencing harassment is unwilling or unable to do so, or if the misconduct continues after confrontation, the affected employee should report the offensive behaviour as outlined below.

The harassed employee should at all times, keep a written record of all relevant facts (e.g. – dates, times, witnesses, nature of the offending behaviour, how the harassed employee responded to the offending behaviour, as outlined below.)

- d) An employee experiencing harassment may meet with any two (one of whom must be non-union) Complaint Officers to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint.
- e) All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.
- f) It is a principle of fundamental justice that in all circumstances, an individual who is accused of harassment will be informed of the allegations made against them, all the particulars supporting the allegations and be provided with the opportunity to fully respond to the allegations and have their responses properly considered.

The complainant will be provided with the particulars of the respondent's defense and will have a chance to reply.

Complaint Officers

- 1) Four employees will be designated (2 bargaining unit and 2 non-bargaining unit) to serve as the Complaint Officers for the purposes of conducting a fair and unbiased investigation into the allegations of harassment. The Complaint Officers will be selected with consultation by both the Company and the Union and include both male and female representatives.
- 2) Complaint Officers will have full authority to investigate the merits of the complaint and, while respecting the principles of confidentiality and fairness for both the complaint and respondent, conduct as quick and thorough an investigation as possible. The most senior Company Human Resource Officer or designee shall be kept apprised of all proceedings during the investigation.

Investigation and Resolution

- 1) A victim of harassment may meet with any two of the complaint Officers (one of which must be non-union) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed.
- 2) If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a signed, written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.
- 3) Once an incident is reported, the Complaint Officer will conduct a swift and thorough investigation and will attempt to mediate a resolution to the complaint. The investigation will be conducted on an extremely confidential basis in that only those persons who, in the opinion of the Complaint Officer need to know about the complaint for the purpose of conducting an investigation, will be advised.

Any employee contacted during the course of an investigation will be advised by the Complaints Officers to keep the matter confidential.

- 4) If the matter remains unresolved the complaint Officers will submit a written report to the most senior Company Human Resources Executive or designate outlining the facts, issues and credibility. The most senior Company Human Resources Executive or designate will meet with the Complaint Officer to discuss recommendations.
- 5) The most senior Company Human Resources Executive or designate will then decide the issue and forward the decision, in writing, to the complainant and respondent. The decision will be implemented immediately unless a further appeal ensues.

Appeal Procedure

The complainant or respondent may appeal any decision of the most senior Company Human Resources person or designate. Notice of intent to appeal must be made in writing to the most senior company Human Resources person or designate within seven days of receiving a decision.

Upon notice of intent to appeal, the complaints Officer (in consultation with the complainant and respondent) and the most senior Human Resource officer or designate will attempt to agree on an outside Disputes Resolution Officer from the list provided in Schedule "B". If no agreement is reached within seven days from the date of the notice of intent to appeal, then the selection will be in rotation, starting with the first available on the list who can investigate and issue a decision within 60 days. On the second event where mutual agreement fails to select a Dispute Resolution Officer, the rotation will start at the person next in line, on a first available basis. This system of rotation will continue for all further cases where mutual agreement is not possible.

The appeal itself must be delivered, in writing, to the Disputes Resolution Officer no later than thirty days following this persons selection. The appeal must include a brief statement of facts and list the issue or issues being appealed. A copy of the original complaint and the report being appealed must be included with the appeal. Any other information the person initiating the appeal feels is relevant or important should also be included.

The Disputes Resolution Officer will, as soon as possible following receipt of the written appeal, review all the facts. The Disputes Resolution Officer may, at their discretion, seek any additional pertinent information. They may interview the complainant, the respondent, and other

employees, or make any other inquiries they deem appropriate.

Right To Representation

Both the complainant and respondent are entitled to have one representative in any complaint that is forwarded to the Disputes Resolution Officer. If the complainant and/or respondent are bargaining unit members, their representatives must be members of the C.E.P. The purpose of a representative is to act in an advisory role to the complainant and the respondent, and not to persuade or influence the investigation or decision of the Disputes Resolution Officer.

Lawyers may not be used as representatives.

Disciplinary Responses

If harassment has been identified, as per this policy, any one or more of the following responses may be deemed to be appropriate in the circumstance.

- a) Require a verbal or written apology by the harasser.
- b) Require individuals and/or workgroups to go through an education process.
- c) Issue a written warning to the harasser.
- d) Reassign (transfer if practical) the harasser to another area.
- e) Require the harasser to undergo mandatory counseling.
- f) Issue discipline to the harasser, up to and including termination of employment.
- g) Any other response as deemed appropriate.

General


Both the Company and the Union will ensure harassment complaints are taken seriously and as such, abuse of this policy will not be tolerated. Frivolous complaints, vexatious complaints, and/or repeated unfounded complaints by an individual will be subject to harassment proceedings or disciplinary action against the complainant.

The decision of the Disputes Resolution Officer will be final and binding and supported by the Company and the Union.

TO TOP

TAB 10

This is Exhibit.....10.....referred to in the
affidavit of Peter Murdoch
sworn before me, this.....21st.....
day of October.....20.09


A COMMISSIONER FOR TAKING AFFIDAVITS

889

COLLECTIVE AGREEMENT

B E T W E E N :

GLOBAL SASKATOON (CFSK-TV)
A division of Global Communications Limited

(hereinafter referred to as "the Company"),

PARTY OF THE FIRST PART,

- and -

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP)
LOCAL 5149-M

(hereinafter referred to as "the Union"),

PARTY OF THE SECOND PART.

(Effective from January 1, 2004 and shall remain in force until December 31, 2007)

INDEXARTICLE

| | |
|-----|--|
| 1 | Intent |
| 2 | Bargaining Unit |
| 3 | Definitions |
| 4 | Management rights |
| 5 | Membership and Dues |
| 6 | Notices to Union |
| 7 | Union Access to Premises |
| 8 | Bulletin Board |
| 9 | Leave for Union Activities |
| 10 | Non-discrimination |
| 11 | No Work Stoppage - No Lock-out |
| 12 | Union Activities |
| 13 | Non-Competition/Non Extra-Curricular Activity |
| 14 | Grievance Procedure |
| 15 | Arbitration Procedure |
| 16 | Expressions of Dissatisfaction |
| 17 | Seniority |
| 18 | Probationary Employees |
| 19 | Promotions and Transfers |
| 20 | Dismissals, Resignations & Release from Employment |
| 21 | Lay-offs |
| 22 | Re-engagement of Laid Off Employees |
| 23 | Technological Change |
| 24 | Sick Leave |
| 25 | Employee Benefits |
| 26 | Leave for Child Care Responsibilities |
| 27 | Bereavement Leave |
| 28 | Jury and Witness Duty |
| 29 | Automobile Expense/Travel |
| 30 | Location Definitions and Expenses |
| 30A | Clothing Allowance |
| 31 | Travel Arrangements |
| 32 | Annual Vacations |
| 33 | General Holidays |
| 34 | Scheduling of Christmas and New Year's Day |
| 35 | Work Week/Tour of Duty |
| 36 | Over-time |

Continued.....

INDEX**ARTICLE**

| | |
|----|---|
| 37 | Posting of Schedules |
| 38 | Days Off |
| 39 | Work on Scheduled Days Off |
| 40 | Turn-Around |
| 41 | Call-back |
| 42 | Upgrading |
| 43 | Night Differential |
| 44 | Meal Provisions |
| 45 | Coffee Arrangement |
| 46 | Excessive Hours and Safety |
| 47 | General Provisions |
| 48 | Salaries |
| 49 | General Salary Provisions |
| 50 | Transfer of Work |
| 51 | Duration of Agreement |
| | Letter of Understanding - Anchors |
| | Appendix "A" - Part-time Employees, General |
| | Appendix "A" - Article 1A - Seniority |
| | Appendix "A" - Article 2A - Full-Time Opportunities |
| | Appendix "A" - Article 3A - Lay-Offs |
| | Appendix "A" - Article 4A - Annual Vacations |
| | Appendix "A" - Article 5A - General Holidays |
| | Appendix "A" - Article 6A - Over-time |
| | Retirement Plan |
| | Letter of Intent - Employee Benefit (Part-time and/or Casual) |

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 cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable disposition of grievances.
- 1.2 It is also the purpose of this Agreement, in recognizing a common interest between the Company and the Union, to provide for the efficient operation of the station with full regard to economy of operation and the quality and quantity of work performance.
- 1.3 To these ends, this Agreement is signed in good faith by the parties.

ARTICLE 2

BARGAINING UNIT

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit as defined by the Canadian Industrial Relations Board certifying the Union and any amendments to the Unit as mutually agreed to by the parties. The employees covered by this Agreement shall be: all employees of The Company, excluding General Manager/Sales Manager, Executive Assistant, Sales Supervisor, News Director, Production/Promotion Manager, Marketing Consultant and Director of Engineering.
- 2.2 Nothing in this agreement or otherwise precludes the Company from utilizing non-bargaining unit personnel to perform bargaining unit work to the extent the Company has done so prior to the signing of this agreement.
- Subject to Article 50 (Transfer of Work Provision), no full-time bargaining unit employee who was a member of the bargaining unit as of July 1, 1992 and who was in the employ of the Company as of that date, shall be laid-off as a direct result of the Company extending the utilization of non-bargaining unit personnel to perform bargaining unit work.

ARTICLE 3

DEFINITIONS

- 3.1 The term "employee" as used in this Agreement shall mean an employee who is employed in any job classification covered by this Collective Agreement, or any employee employed in any job classification created in the future which the Parties, by mutual consent, decide to include within the bargaining unit.
- Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 3.2 The term "Company" shall mean Global Saskatoon (CFSK-TV), a division of Global Communications Limited.
- 3.3. The term "job classification" shall mean a specific job and not a group of jobs. More than one (1) employee may be employed in the same job classification.
- 3.4 The term "group of jobs" shall mean a number of job classifications which are grouped for salary purposes.
- 3.5 The term "basic hourly rate" shall mean the employee's basic hourly rate calculated as in Article 49 of this Agreement.
- 3.6 The term "full-time employee" shall mean a person whose normal tour of duty is as set forth in Article 35 of this Agreement.
- 3.7 A part-time employee is defined as one hired to work on a regular basis but who normally works less than forty (40) hours per week. Such employees shall be paid on an hourly basis at a rate equal to 1/173 of the monthly or 1/86.5 of the semi-monthly salary applicable to the job classification to which the employee is assigned.
- 3.8 A casual employee is defined as one hired to work on an irregular basis but who normally works less than forty (40) hours per week. Such employees shall be paid on an hourly basis at the appropriate rate set forth in Article 48.2
- 3.9 The term "probationary employee" shall mean an employee as defined in Article 18 of this Agreement.

- 3.10 "Qualifications or Qualified" wherever either of those terms are used in this Agreement, shall include appropriate factors such as creativity, knowledge, experience, skill, ability, attitude, training and/or education, physical ability to do the job to be performed, job performance of an employee and other relevant factors, all as established and determined by the Employer. The Employer, when establishing and/or determining qualifications shall do so in a bona fide and non-discriminatory manner.
- 3.11 The term "on-air employee" shall include Reporter, Reporter/Anchor, Sports Reporter/Anchor, News Anchor, Sports Director/Anchor and Weather Anchor.
- 3.12 "Grievance" is defined as an alleged difference over the application, administration, interpretation or alleged violation of this Agreement.
- 3.13 The term "Union" shall mean the Communications, Energy and Paperworkers Union of Canada as referred to in an order issued by the Canadian Industrial Relations Board dated October 24, 2002.
- 3.14 "Vacancy" shall mean an opening in a job classification that has occurred as a result of a promotion, transfer, dismissal, an employee resigning, or as a result of a new position being created. Nothing herein or otherwise requires the Company to fill a vacancy.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company in all respects and that all rights shall remain exclusively with the Company except as such rights may be modified by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:
- a) to set the broadcasting and editorial policies and broadcasting standards of the Company;
 - b) to hire, promote, demote, lay off, transfer and reclassify employees; and to discipline, suspend or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 4.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order on its premises in all respects. The direction of the working forces, the amount and type of supervision necessary, the number and types of machines and equipment, procedures and standards of operations, the content of programs, judgment and 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, design and engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing from time to time, control over all operations, buildings, machinery, equipment and employees, are solely and exclusively the responsibilities of the Company.
- 4.3 The Company shall not exercise its rights so as to be in contravention of the specific provisions of this Agreement.

ARTICLE 5

MEMBERSHIP AND DUES

- 5.1 No employee shall be required, as a condition of employment, to become or remain a member of the Union.
- 5.2 During the term of this Agreement the Company agrees to deduct monthly from the gross salaries of the employees in the bargaining unit, an amount equal to the regular Union dues as levied by the Union. The Company will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions.
- 5.3 The Company agrees to remit the monies so deducted to the Union or its nominee monthly by cheque in Canadian Funds. The Company shall remit such dues by the 15th of the month following the month for which the dues are deducted, and shall include with such remittances a statement showing the names of the employees from whom deductions have been made, the respective amounts deducted and the employees within the bargaining unit who have left or joined the bargaining unit since the last remittance.
- 5.4 Each year the Company will indicate on the T4 and/or T4-A slips issued to employees the total amount of dues deducted at source and forwarded to the Union.
- 5.5 Nothing in this Article or otherwise shall be construed to deny an employee his/her rights under Section 70 of the Canada Labour Code.
- 5.6 The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company by an employee or employees for amounts deducted from wages as provided by this Article.

ARTICLE 6**NOTICES TO UNION**

- 6.1 The Company shall mail to the Union, at an address to be provided in writing by the Union, copies of the following:
- a) The names of employees who have been hired, dismissed, suspended, promoted, or transferred (except temporary promotions or transfers), and the name of any employee who has completed his/her probationary period.
 - b) A copy of any disciplinary action placed on an employee's file, unless the employee requests the same not be sent.
 - c) A copy of any notice of extension of an employee's probationary period which shall indicate the reasons for the extension.
 - d) Any notice pertaining to the agreed interpretation of this Agreement.
- 6.2 Any information to be forwarded to the Union pursuant to Article 6.1 shall be mailed within seven (7) days, excluding Saturdays, Sundays and holidays.
- 6.3 Upon request by the Union, the Company will furnish two (2) copies of a seniority list, provided that such a request shall not be made more frequently than every twelve (12) months.
- 6.4 The company shall, when notifying a person of this acceptance as an employee, provide him/her in writing the starting rate of pay and the job classification to which he/she is assigned.

ARTICLE 7**UNION ACCESS TO PREMISES**

- 7.1 Where an accredited Union official wishes access to the Company's premises, or any of its operations, he/she shall submit a request to do so in writing to the Company not later than twenty-four (24) hours in advance. This time limit restriction and the request in writing may be waived in specific instances by an arrangement between the Union representative and a senior representative of the Company. The request shall indicate the reason for which access is requested.
- 7.2 Where authorization is given pursuant to 7.1 herein, it shall only be given to carry out observations at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Company.
- 7.3 Authorizations requested pursuant to this Article shall not be unreasonably withheld.

ARTICLE 8**BULLETIN BOARD**

- 8.1 The Company agrees to the posting by the Union on a notice board designated by the Company, of announcements regarding elections, meetings and internal business affairs of the Union. Posting of any other material must first be approved by the Union and authorized by Management. Such notice board will be in a location to which employees normally have access.

ARTICLE 9**LEAVE FOR UNION ACTIVITIES**

- 9.1 Upon request by the Union and subject to operational and other business requirements, the Company will grant a leave of absence without pay for not more than two (2) employees at any one time, not to exceed five (5) working days, or one (1) employee at any one time not to exceed seven (7) working days, so that they may attend Executive Council, Labour Conventions and Labour Educational Seminars. The aggregate leave granted under this Article 9.1 shall not exceed twenty (20) days in any calendar year. A request for such leave shall be submitted at least fifteen (15) days (excluding Saturdays, Sundays and holidays) in advance.
- 9.2 Upon request by the Union and subject to operational and other business requirements, the Company will release up to three (3) employees without loss of regular pay and earned benefits to attend negotiations meetings with the Company. The obligations of the Company to provide the leave without loss of regular pay or earned benefits shall cease upon an application having been made by either party for the appointment of a Conciliation Officer. When naming the employees to attend at negotiations with the Company the Union shall take cognizance of the operational and other business requirements of the Company. It is recognized that the scheduling of such meetings is subject to mutual agreement. The maximum number of aggregate days in respect of all members of Union negotiating committee to be paid by the company shall be twenty (20) days. Any days in excess of the above twenty (20) days, members of Union negotiating committee will be paid 50% by the Company and 50% by the Union.
- 9.3 Leaves as referred to in Article 9.1 and 9.2 of this Article shall not be unreasonably withheld.

ARTICLE 10**NON-DISCRIMINATION**

- 10.1 The parties agree that neither of them will discriminate against, coerce or restrain any employee, or attempt to do any of the foregoing because of the employee's membership in the Union, or lack of membership, or by reason of any lawful activity on behalf of the Union, or lack of activity on behalf of the Union. The Company shall not encourage nor discourage membership in the Union.
- 10.2 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, marital status, colour, racial, ethnic or national origin, or religious or political affiliation, or because of any other grounds prohibited by applicable law.
- 10.3 Article 10.2 hereof is subject to Section 15 of The Canadian Human Rights Act.

ARTICLE 11**NO WORK STOPPAGE - NO LOCK-OUT**

- 11.1 During the term of this Agreement the Union will not cause, nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, of any of CanWest Communication Corporation's operations; and
- 11.2 The Company will not cause, nor permit its employees to cause, engage in or permit a lock-out of any of its employees within the bargaining unit during the term of this Agreement.
- 11.3 In the event of a breach of this Article, the adversely affected party shall be left with all the remedies available in law or equity.

ARTICLE 12**UNION ACTIVITIES**

- 12.1 The Union or its members will not engage in Union activities of any kind on the premises of the Company or any of its operations except with the permission of the Company to do so or except where such is provided for in a specific Article of this Agreement.

ARTICLE 13**NON COMPETITION / NON EXTRA-CURRICULAR ACTIVITY**

13.1

An employee shall not engage in activities or work where such activities or work constitutes competition with the Company. An employee shall not engage in any activities outside of work where the same affects his/her work or working efficiency with the Company, nor shall an employee engage in any activity where the same could adversely affect the public image of the Company.

ARTICLE 14**GRIEVANCE PROCEDURE**

- 14.1 It is mutually agreed that it is the spirit and intent of this Agreement to process and adjust (where appropriate) as quickly as possible, grievance arising from the application, administration, interpretation or alleged violation of this Agreement.
- 14.2 An employee shall discuss any complaint he/she may have with his/her immediate Supervisor before he/she files a written grievance. The employee shall bring the matter to the attention of his/her immediate Supervisor and discuss the same with him/her within a period of five (5) days after the date the employee became aware of the circumstances giving rise to the complaint, or could reasonably be expected to have been so aware. If the matter is not resolved within three (3) days after the matter was discussed, a Step 1 grievance may be filed.
- 14.3 A written grievance shall be submitted no later than five (5) days after the matter was brought to the attention of the employee's immediate Supervisor as referred to in Article 14.2 hereof, and no later than twelve (12) days after the employee became aware of the circumstances giving rise to the grievance or could reasonably be expected to have been so aware.
- 14.4 All grievances shall be in writing setting out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought, and must be signed by the grievor.
- 14.5 The procedure for processing grievances shall be as follows:
- Step 1: The employee shall submit his/her written grievance to his/her Department Manager within the time period set forth in Article 14.2 hereof. At the time the employee submits his/her written grievance, if he/she so desires, he/she may be accompanied by an Union representative. The Department Manager or his/her designee shall give his/her reply within five (5) days of receipt of the grievance.

Step 2: If the reply of the Department Manager or his/her designee does not resolve the grievance, the written grievance shall be submitted to the General Manager or his/her designee within five (5) days of the giving of the reply at Step 1. At the time the employee submits his/her written grievance if he/she so desires, he/she may be accompanied by an Union representative. The General Manager or his/her designee shall give his/her written reply within ten (10) days after receipt of the grievance. A copy of the written reply shall be given to the Union.

Step 3: If the reply of the General Manager or his/her designee does not resolve the grievance, and if the Union so requests, the grievance may be referred to a meeting between representatives of the Company and the Union Grievance Committee, if such request is made within five (5) days after the reply at Step 2. Such meeting shall take place within ten (10) days of the reply at Step 2. The Union's Grievance Committee comprising of not more than two (2) employees may be accompanied by the Union's legal counsel. The Company shall give its reply in writing within five (5) days of the meeting. A copy of the written reply shall be given to the Union.

- 14.6 Any grievance concerning the discharge of an employee shall be submitted in writing to the General Manager at Step 2 within seven (7) days of the discharge.
- 14.7 The Union may file a policy grievance at Step 2 where the matter is not appropriate to be grieved as an individual grievance. Such a grievance must be filed within ten (10) days of the circumstances giving rise to the policy grievance, or within ten (10) days of the date of the Union could reasonably be expected to have been aware of those circumstances.
- 14.8 All time limits and procedures found in the grievance procedure and arbitration procedure are mandatory and not merely directory. Such time limits and procedures may only be extended by mutual agreement of the parties in writing.
- 14.9 In the event the Company's reply at Step 2 or Step 3 as the case may be, does not resolve the grievance, the grievance may, within ten (10) days following the giving of the reply at Step 2 or Step 3, be referred to arbitration as set out in Article 15 of this Agreement.

ARTICLE 15

ARBITRATION PROCEDURE

- 15.1 A party referring a grievance to arbitration shall give notice of referral to arbitration by registered mail. The notice shall contain a copy of the original grievance. Where the arbitration will be by a three person board of arbitration, the notice shall contain the name and address of the referring party's nominee to the Board.
- 15.2 Within five (5) days of receipt of the notice referred to in 15.1 herein, the other party shall reply by registered mail informing the party referring the grievance to arbitration of the name and address of its nominee to a Board of Arbitration where appropriate.
- 15.3 All discharge grievances shall be heard by a single arbitrator. All other grievances shall be heard by a three (3) person board of arbitration unless the parties mutually agree in writing to submit any such grievance to a single arbitrator.
- 15.4 The selection and appointment of the single arbitrator or the Chairperson of the Board of Arbitration as the case may be shall be made by the parties within ten (10) days of receipt of the notice of referral to arbitration, and shall be made from the following list drawn by lot.
1. Douglas Schmeiser
 2. Francine Chad Smith
- 15.5 The cost and/or expenses of arbitration shall be borne equally by the Employer and the Union, except that in the case of a Board of Arbitration each party shall bear the cost and/or expenses of its nominee. No party shall be obliged to pay the cost of a stenographic transcript without express consent. The person selected or appointed as single Arbitrator or Chairperson in accordance with the above must agree, before accepting the case, to render a written award within thirty (30) days from the date of concluding the hearing.
- 15.6 The Arbitrator or Board of Arbitration shall not have the power to change, modify, extend or amend the provisions of this Agreement nor to award costs against either party but shall have the power to direct, if he/she or the Board thinks proper, that any employee who has been suspended, discharged (except where Article 20 applies) or otherwise disciplined without proper cause, shall be reinstated with pay or without pay or part pay and with or without any other benefit or part thereof under this Agreement which may have been lost. The Arbitrator or Board of Arbitration may direct, whenever he/she or the Board deems it advisable, that some other penalty or other disciplinary action be substituted.

ARTICLE 16**EXPRESSIONS OF DISSATISFACTION**

- 16.1 An employee shall be notified in writing of any written expression of dissatisfaction made to the Company concerning his/her work within a period of ten (10) working days of the expression of dissatisfaction becoming known to his/her Department Manager. The employee shall be furnished with a copy of any such expression which may be detrimental to his/her advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of his/her record for use against him/her at any time. Where an employee is disciplined as a result of an expression of dissatisfaction, the Union shall be advised of the same pursuant to Article 6.1 (b) of this Agreement.
- 16.2 The employee's reply to such expression of dissatisfaction, if received within ten (10) working days after he/she has been given notice referred to in Article 16.1 herein, shall become part of his/her record. If such reply is not so received as provided herein, it will not become part of his/her record for use by him/her at any time.
- 16.3 An employee may have access to his/her personnel performance file in the presence of his/her Department Manager during office hours, at six (6) month intervals (or earlier in the case of a grievance by the employee) at a mutually agreeable time, but in no event later than three (3) working days after his/her initial request.
- 16.4 Where within a period of two (2) years of the placing of an expression of dissatisfaction (as referred to in Article 16.1) on an employee's file, the Company has not advised the employee that he/she is disciplined therefore, the expression of dissatisfaction shall be expunged from the employee's file and shall not be subsequently used against him/her.

ARTICLE 17**SENIORITY**

- 17.1 Seniority shall be defined as the length of continuous full-time employment from the date of last hire with the Company, including any full-time employment not within the scope of this Agreement. Such seniority shall not be established until the employee has completed his/her probationary period or any extension thereof, but shall then count from date of hiring.
- 17.2 Seniority will accumulate during any approved leave of absence, except as provided in this Agreement. Seniority shall not accumulate during lay-off.
- 17.3 Seniority of an employee shall be considered broken, all rights forfeited and there is no obligation to rehire or recall such employee when:
- a) He/she voluntarily leaves the service of the Company or is discharged for cause or retires.
 - b) A laid off employee fails to return to work as advised by the Company and cannot be located after a reasonable effort on the part of the Company. A registered letter to an employee's last known address shall constitute reasonable effort on the part of the Company.
 - c) He/she has not been actively at work for a period in excess of the applicable period in Article 22.2.
 - d) He/she overstays any leave of absence granted by the Company, without just cause acceptable to the Company. In exercising its rights regarding just cause, the Company shall not act non-bona fide, discriminatory or arbitrary.

ARTICLE 18**PROBATIONARY EMPLOYEES**

- 18.1 Full-time employees other than on-air employees shall be probationary employees for a period of three (3) months from the commencement of their employment with the Company.
- 18.2 Full-time on-air employees shall be probationary employees for a period of six (6) months from the commencement of their employment with the Company.
- 18.3 The Company may extend the probationary period of a full-time employee up to a further three (3) months after prior notice in writing to the Union and the Probationary Employee, and prior to the expiration of the first probationary period.
- 18.4 Part-time employees shall be probationary employees for a period of five hundred and twenty (520) hours worked from the commencement of their employment with the Company. The Company may extend the probationary period up to a total of one thousand and forty (1,040) hours worked from the date of hiring after prior notice in writing to the Union and the Probationary Employee, and prior to the expiration of the five hundred and twenty (520) hour period referred to earlier.
- 18.5 The Company may discharge a probationary employee at any time during the probationary period, or any extension thereof and such discharge shall be deemed to be for just cause.
- 18.6 Time lost by probationary employees for personal or health reasons shall be discounted from their probationary period.
- 18.7 Articles relating to seniority shall not apply to Casual employees, accordingly, this article has no application to Casual employees.

ARTICLE 19**PROMOTIONS AND TRANSFERS**

- 19.1 Where the Company decides that a position within the bargaining unit is to be filled on a permanent basis, it shall be posted for a minimum of five (5) days prior to filling the position.
- 19.2 Promotions and transfers within the bargaining unit shall be based upon qualifications established by the Company. The Company shall award the position to the applicant who in its opinion best meets the qualifications it has established for the position. Where two or more applicants, who in the opinion of the Company, are relatively equal with respect to the established qualifications, the position shall be awarded to the employee with the most Company seniority.
- 19.3 Where, in the Company's opinion, there is no bargaining unit applicant who satisfactorily meets the level of qualifications established for the position, the Company may hire from any source.
- 19.4 The Company shall act bona fide and in a non-discriminatory manner when establishing qualifications for a posted position.
- 19.5 Should an applicant for promotion or transfer be unsuccessful it is agreed that Management will discuss with the employee, if so requested, why his/her promotion or transfer was denied and shall upon a request by the employee, provide a written advice as to any shortcomings which may affect his/her opportunities for advancement.

ARTICLE 20**DISMISSALS, RESIGNATIONS AND RELEASE FROM EMPLOYMENT**

- 20.1 Dismissal of an employee who has successfully completed his/her probationary period, or any extension thereof, shall only be for just cause.
- 20.2 An employee, when resigning, will give the Company two (2) weeks notice in writing. During the notice period, the employee shall perform his/her duties in the normal way.
- 20.3 The Company shall be the sole judge of an on-air employee's suitability for program requirements. Notwithstanding any provision of this agreement to the contrary, the Company shall have the exclusive right to release an on-air employee whom it determines is not suitable for program requirements.
- 20.4 The Company before releasing an on-air employee shall identify in a written communication to the on-air employee those things which make the on-air employee not suitable for program requirements. If the on-air employee has not in the Company's sole opinion become suitable for program requirements within a thirty (30) day period following receipt of the written communication referred to herein, the on-air employee shall be released from employment.
- 20.5 An on-air employee released as a result of his/her lack of suitability for program requirements (Article 20.3 of this Agreement) will receive two and one-half (2 1/2) weeks' pay per completed calendar year of service with a minimum of four (4) weeks including any severance pay the on-air employee may be entitled to pursuant to law. The pay in lieu of notice as provided in this Article, and Article 20.4 do not apply to an employee released during his/her probationary period or any extension thereof provided in Article 18. On-air applies to any person who performs "on-air" in television.
- 20.6 In exercising its right under Article 20.3 to be the sole judge of an on-air employee's suitability for program requirements, the Company shall act bona fide and in a non-discriminatory manner.
- 20.7 The Company's right to release an on-air employee as set forth in Article 20.3 shall not be used as a disciplinary measure, and shall be in addition to and not in substitution to the Company's rights to apply discipline, which may only be exercised for just cause.

- 20.8 Notwithstanding Article 20.3 hereof an on-air employee who was in the employ of the Company on July 1, 1992 may have access to the Grievance/Arbitration procedure in the event of him/her being released from employment provided the employee has successfully completed his/her probationary period or any extension thereof.

ARTICLE 21**LAY-OFFS**

- 21.1 When lay-offs are to be made the Company shall determine what jobs and/or job classifications are to be left vacant or abolished and the number of employees to be laid off.
- 21.2 Where employees are to be laid off from a job classification such lay-offs shall proceed in inverse order of seniority from within the same job classification provided that no employee shall be displaced by a more senior employee unless the latter meets the qualifications for the position, and is as qualified as the more junior employee as determined by the Company in respect of the job and/or job classification being filled by the employee with less seniority.
- 21.3 An employee to whom notice of lay-off has been given may apply his/her seniority to another job classification within the group of jobs to which he/she had been assigned provided:
- a) He/she has previously worked for six (6) months or more in the job classification excluding any probationary or trial period, to which he/she wishes to apply his/her seniority; and
 - b) He/she possesses the qualifications requirements as determined by the employer and in the Company's opinion is capable of performing efficiently the job to which he/she wishes to apply his/her seniority.
- 21.4 In the event of lay-off:
- a) in respect of an employee employed for one (1) year or less, but more than three (3) continuous months, the employee affected will receive two (2) weeks' notice or two (2) weeks' salary in lieu of notice;
 - b) in respect of an employee employed for more than one (1) year but less than five (5) years, the employee affected will receive three (3) weeks' notice or three (3) weeks' salary in lieu of notice;
 - c) in respect of an employee employed for more than five (5) years but less than ten (10) years, the employee affected will receive four (4) weeks' notice or four (4) weeks' salary in lieu of notice.
 - d) in respect of an employee employed for more than ten (10) years, the employee affected will receive five (5) weeks' notice or five (5) weeks' salary in lieu of notice.

- 21.5 An employee who wishes to apply his/her seniority to another job classification as in Article 21.3 shall give notice in writing to that effect within five (5) days of receiving notice of his/her lay-off. The notice shall include an identification of the specific job classification to which the employee wishes to apply his/her seniority.
- 21.6 In any case where a lay-off (including a lay-off due to technological change) is to occur and an employee has been designated for lay-off, a more senior employee within the job classification who would otherwise be retained, may request that he/she be laid-off instead of the designated employee. The Employer, in its sole discretion, may approve or reject such a request and where approved, this more senior employee shall be laid off and shall be paid severance pay based on his/her continuous years of service.
- 21.7 An employee who has completed one (1) or more years of continuous service and who is laid-off and elects to forgo recall rights and accept severance shall receive severance pay based on two (2) weeks' regular salary in respect of each continuous year of service to a maximum of thirty-six (36) weeks of severance pay.
- The minimum severance payment shall be two (2) weeks. In the case of incomplete years, the severance pay shall be calculated on a pro-rata basis calculated to the nearest month.
- 21.8 The severance payment as in Article 21.7 shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.
- 21.9 An employee who, at the time of lay-off had elected not to accept severance pay, may at any time during his/her recall period give notice to the employer of his/her voluntary resignation and in such case, the employee shall be paid all severance pay accumulated to the date of his/her lay-off.

ARTICLE 22**RE-ENGAGEMENT OF LAID OFF EMPLOYEES**

- 22.1 When permanent vacancies occur in a job classification and the Company decides to fill the position, employees who have been laid off shall be re-engaged in inverse order of their lay-off from the job classification to which they were assigned at the time of their lay-off.
- 22.2 Employees will retain seniority and have recall rights as follows:
- a) employees with less than one (1) year seniority and who have successfully completed their probationary period and any extension thereof will retain seniority rights for three (3) months.
 - b) employees with more than one (1) year and less than five (5) years will retain seniority rights for six (6) months.
 - c) employees with more than five (5) years will retain seniority rights for nine (9) months.
- 22.3 The Company's responsibility will be considered fulfilled if the Company gives notice of re-engagement either by personal delivery to the employee's last known address or by registered mail to said address.

ARTICLE 23**TECHNOLOGICAL CHANGE**

The provisions of this Article 23 are intended to assist employees affected by a technological change as herein defined to adjust to the effects of such change.

Sections 52, 54 and 55 of the Canada Labour Code do not apply to the Company and the Union or to any person or persons covered by the certification and/or the scope of this Agreement.

23.3 In this section "technological change" means:

The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business: and

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.

23.4 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is as follows:

23.4.1 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 technological 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.
- e) the name of each employee likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting within three (3) weeks for the purpose of conducting discussions relating to the technological change. This time period may be extended by mutual agreement.

23.4.2 An employee who is displaced through technological change may:

- a) seek to invoke any seniority job rights he/she holds pursuant to the Collective Agreement;
- or
- b) avail himself/herself of any training program offered by the Company which provides re-training for employees so affected;
- or
- c) accept severance pay as hereinafter provided in Article 21.

23.5 Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Company will provide reasonable re-training.

23.6 For the purposes of Article 23.4 “significant” means twenty-five percent (25%) or more of the total non-managerial work force of the Company.

ARTICLE 24**SICK LEAVE**

- 24.1 The parties recognize that the Company heretofore considered sick leave on an individual basis, having regard for the circumstances relating to individual cases, and agree that the existing practice of considering sick leave on an individual basis, in a conscionable manner, shall continue to remain in effect.
- 24.2 Notwithstanding any provisions of the Collective Agreement concerning overtime pay, it is agreed that where an employee has been paid for sick leave during any week and where there is in fact reason to believe the employee could have been at work, he/she may only be paid overtime pay during that week where he/she has actually worked more than forty (40) hours during that week.
- 24.3 When taken ill the employee shall notify his/her department head at the earliest possible opportunity. The employee shall offer proof satisfactory to the Company of his/her illness, if requested to do so by the Company.

ARTICLE 25**EMPLOYEE BENEFITS**

- 25.1 The parties recognize that before the coming into force of this Agreement, certain company group benefit plans existed which are not provided for in this Agreement. It is recognized that the Company may change these plans as necessary from time to time. The Company will not alter or change an existing group benefit plan, however, for the sole purpose of discriminating against employees covered by this Agreement.
- 25.2 The Company agrees it will provide the Union with a copy of any changes to the insured benefit plan.

ARTICLE 26

LEAVE FOR CHILD CARE RESPONSIBILITIES

26.1

Employees shall be entitled to leave for child care responsibilities as set forth in Division VII of the Canada Labour Code.

ARTICLE 27**BEREAVEMENT LEAVE**

- 27.1 Where an employee is required to be absent due to a death in his/her immediate family other than his/her spouse or child, he/she shall be granted a leave of absence with regular salary on any of his/her scheduled working days that occur during the three (3) days immediately following the day of the death. In the event of the death of his/her spouse or child, the leave shall be five (5) days with the aforementioned conditions.
- 27.2 Immediate family shall include legal guardian, mother, father, spouse (including common-law spouse with whom the employee has co-habitated at least one year), brother, sister, child, father-in-law, mother-in-law, grandparents or any relative permanently residing in the employee's household or where the employee resides.
- 27.3 Where extenuating circumstances exist the Company will consider additional compassionate leave in excess of the three (3) days set forth in Article 27.1 above.
- 27.4 Compassionate leave for employees in the case of death of close associates not specifically referred to in Section 27.2 and in the case where an employee has been requested to act as a Pall bearer, will be considered by the Company on an individual basis.

ARTICLE 28**JURY AND WITNESS DUTY**

- 28.1 An employee called to serve on a jury, or to obey a crown subpoena or is subpoenaed as a witness by or on behalf of the Company shall receive his/her regular salary during such periods, less the amount he/she receives in payment for such duty, provided the employee returns to work if he/she is released from jury duty or subpoena prior to the commencement of the second half of his/her tour of duty.

ARTICLE 29**AUTOMOBILE EXPENSE/TRAVEL**

- 29.1 Where an employee uses his/her automobile for transportation in connection with Company business where the same is authorized or approved by the designated supervisor or department manager, he/she will be reimbursed for such use at the rate as follows:
- Effective date of ratification
 - 34¢ per kilometer
 - The minimum payment for each completed trip shall be \$4.65
- 29.2 The use of an employee's car on Company business is not compulsory, and he/she may decline to do so under normal circumstances. However, in the case of an emergency an employee's agreement to use his/her car will not be unreasonably withheld.
- 29.3 Where in the use of his/her vehicle in connection with Company business, an employee becomes involved in an accident and the damage to his/her vehicle cannot be recovered from another person or persons, the Company will consider paying all or part of the damage costs to the employee's vehicle to a maximum of two hundred and fifty dollars (\$250.00). The Company will not consider any payment where the damage results from the employee's negligence.
- 29.4 Additional costs of Company vehicle insurance incurred by the Company and resulting directly from demerits earned by an employee shall be deducted from that employee's wage.

ARTICLE 30

LOCATION DEFINITION AND EXPENSES

- 30.1 For the purpose of this Agreement, an "out-of-town location" is defined as any point beyond 60 kilometres of the station by the most direct route.
- 30.2 Employees who are regularly assigned to out of town locations are not entitled to the benefits set forth in this Article.
- 30.3 When an employee is assigned to an out of town location, where he/she is not required to remain overnight, the Company shall absorb the cost of the employee's meal to a maximum as follows:

Date of Ratification

| | |
|-----------|---------|
| Breakfast | \$8.50 |
| Lunch | \$11.00 |
| Dinner | \$18.00 |

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 for any of these meals.

Where the employee is assigned to an out-of-town location where it is agreed in advance that the meal costs set forth herein are not sufficient, the Company will provide the employee with an appropriate amount in excess of the amounts set forth herein.

Overnight Required

- 30.4 When an employee is assigned to an out of town location where he/she is required to remain overnight, the Company shall absorb:
 - a) The cost of reasonable overnight accommodation.
 - b) Reasonable meal costs shall be based on the following hourly maximum and aggregate amounts for each twenty-four (24) hour period shall be as follows:

Date of Ratification

| | |
|--------------------|---------|
| Hourly | \$1.75 |
| Aggregate 24 hours | \$43.00 |

Article 30 - Continued

Where the Company assigns an employee to an out-of-town location where it is agreed in advance that the meal costs set forth herein are not sufficient, the Company will provide the employee with an appropriate amount of meal costs.

- c) The cost of a long distance telephone call to the employee's home, up to five (5) minutes in length, where the employee is out of town in excess of two (2) days and up to two (2) calls per week where the employee is out of town for five (5) days or more.

30.5 The allowances referred to herein shall be exclusive of any costs relating to:

- a) The cost of transportation.
- b) The cost of ground transportation between residence and station or airport at point of departure and return; and between station or airport and hotel, at point of destination.
- c) The cost of vehicles for the transport of equipment when necessary in the opinion of the Company.
- d) The cost of extra assistance in handling equipment when necessary in the opinion of the Company.
- e) The cost of telegrams and long distance telephone calls required for Company business.
- f) The cost of parking Company vehicles.

30.9 Where an employee requires an advance to cover traveling and location expenses, he/she shall apply for such advances as far ahead of his/her 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 his/her return.

ARTICLE 30A**CLOTHING ALLOWANCE**

30A.1 Subject to the following provisions of the Article, upon completion of their probationary period, full-time on-air employees shall qualify for a clothing allowance for the purpose of purchasing or acquiring appropriate on-air clothing for each year of the Collective Agreement as follows:

Effective Date of Ratification:

- Reporter/Anchor and Sports Reporter/Anchor \$60.00 per month
- Reporter & Photo/Journalist \$35.00 per month

30A.2 Such payments shall be made in January and July of each year. The Company reserves the right to:

- Designate the business where the employee is to make his/her purchase and/or
- To require that receipts for the purchases be submitted to the Company

30A.3 An employee who has been paid for a six (6) month period, and who leaves the employ of the Company before the expiration of the six (6) month period to which the allowance applies shall have a pro-rated amount deducted from his/her outstanding remuneration.

ARTICLE 31**TRAVEL ARRANGEMENTS**

- 31.1 When an employee travels out-of-town (as defined in Article 30.1) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty, except when Article 31.3 below applies.
- 31.2 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, except when Article 31.3 below applies.
- 31.3 When an employee travels on a common carrier between the hours of 8:00 AM and 12:00 midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel. When an employee travels on a common carrier between the hours of 12:00 midnight and 8:00 AM, local time, no credit shall be allowed. For the purpose of this section, a seat or single occupancy berth on a common carrier is construed to be suitable sleeping facilities. Other premium or penalty sections of this Agreement shall not apply.
- 31.4 Employees will not be required to drive motor vehicles owned or rented by the Company unless such vehicles have liability insurance.

ARTICLE 32**ANNUAL VACATIONS**

- 32.1 All employees will be entitled to annual vacations as follows:
- 1) 1 1/4 days for each full month of service with a maximum of 15 days vacation in respect of any full year of service.
 - 2) after ten (10) years of continuous employment, an employee shall be entitled to four (4) weeks vacation.
The cut-off for calculation of vacation time owed shall be April 30th of each calendar year.
- 32.2 The annual vacation period will be between April 1st of a given year and March 31st of the following year, and an employee's vacation period may be granted and taken on a consecutive or split basis. Subject to operational and other business requirements, vacation preference shall be granted on the basis of Company seniority within job classifications, for all vacation requests received before April 30th of each calendar year. After that date, vacation will be granted on a first-come, first-served basis, subject to production and operational requirements.
- 32.3 Where an employee has not taken all of the earned vacation by December 31, and where there has been no mutual agreement with the Company for taking of same, the Company may assign the period during which the vacation must be taken by the employee.
- 32.4 In the event that a general holiday as identified in Article 33 fails during an employee's vacation, one (1) additional day for each such holiday shall be added to the employee's vacation.
- 32.5 In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his/her estate.

ARTICLE 33**GENERAL HOLIDAYS**

- 33.1 The following shall be recognized General Holidays:
- New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- Plus any day duly legislated by the Federal Government as a statutory holiday.
- 33.2 The actual day of a holiday shall be deemed to be the holiday for pay purposes for any employee working on the holiday, except where there is mutual agreement to observe the holiday on another day.
- 33.3 If a holiday falls on a scheduled work day and the employee is not required to work, he/she will receive normal basic pay for such day at the straight time rate.
- 33.4 When a holiday falls on an employee's scheduled day off and the employee does not work, he/she shall receive at the employee's option, either one additional day's pay at straight time basic rate or a day with pay to be taken on a day mutually agreeable to the Company and the employee. The option elected by the employee shall be noted by the employee on the time sheet covering the week in question.
- 33.5 When a holiday falls on an employee's scheduled work day and the employee is required to work, the employee shall receive his/her normal basic pay for such day at the straight time rate plus time and one half pay for all hours worked that day.
- 33.6 When a holiday falls on an employee's scheduled day off and the employee is required to work, the employee shall receive the normal basic pay for such day at the straight time rate plus one and one-half times his/her basic hourly rate for all hours worked with a minimum credit of four (4) hours at one and one-half times his/her basic hourly rate.

33.7

A tour of duty beginning on the day before a holiday and continuing into the holiday shall not be considered as work performed on the holiday. A tour of duty beginning on the holiday and continuing into the day following will be considered as work performed on the holiday.

ARTICLE 34**SCHEDULING OF CHRISTMAS AND NEW YEAR'S DAY**

- 34.1 Prior to December 1st of each year, the Company will ascertain the preferences of those employees who may be required to work on Christmas and New Year's Day. The Company will, subject to operational and other business requirements, schedule work on those holidays whereby an employee is not required to work on both days.
- 34.2 In order to accommodate employee preference referred to in Article 34.1 above, no penalty payment for encroachment on turn-around shall be made in respect of work on either of the said days.

ARTICLE 35**WORK WEEK / TOUR OF DUTY**

- 35.1 The forty (40) hour week shall obtain for full time employees and shall commence at 12:01 Monday. The hours of work shall be exclusive of all meal periods.
- 35.2 The Company shall have the right to continue the averaging work week of eighty (80) hours averaged over a two (2) week period which it has in effect prior to the signing of this Agreement. The averaging work week as described herein shall not be extended to other job classifications until and unless there has been meaningful discussions with the Union and the employees then directly affected.
- 35.3 A tour of duty shall mean the authorized and/or approved time worked by a full-time employee during a day, with a minimum credit of eight (8) hours for a full time employee, calculated to the last quarter (¼) 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.
- 35.4 There shall be no pyramiding of over-time.

ARTICLE 36**OVER-TIME**

- 36.1 The parties recognize there are operating and other business requirements which necessitate over-time work being performed. The Company, however, will not require employees to work an excessive amount of over-time.
- 36.2 An employee may, in mitigating circumstances, request that he/she be relieved from working over-time. Where the Company determines it can reasonably grant such a request, it will do so.
- 36.3 All over-time worked in excess of the hours set forth in Article 35.1 and 35.2 shall be compensated at the rate of one and one-half (1½) times the employee's basic hourly rate.
- 36.4 Where an employee has been required to work over-time, the employee and his/her Department Manager may mutually agree that the employee may be granted time off in lieu of over-time pay. The time off in such event shall be related to the appropriate rate for the time worked.
- 36.5 The date or dates when the time off may be taken pursuant to Article 36.4 shall be as mutually agreed between the employee and his/her Department Manager, provided however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.
- 36.6 All overtime, in order to qualify for over-time compensation, must be authorized or approved by a designated Supervisor or Department Manager.

ARTICLE 37**POSTING OF SCHEDULES**

- 37.1 Each employee's schedule for any week shall be posted as early as possible, but in no event later than seven (7) days prior to the commencement of the scheduled work period. It is the intent of the foregoing to ensure that each employee is advised of his/her work schedule at the earliest possible time.
- 37.2 Each employee's schedule shall state clearly daily starting time, normal finishing time and days off.
- 37.3 In the event that an employee's schedule for any week is not posted in accordance with Article 37.1 and 37.2, the previous work schedule shall carry over until a new schedule is posted, subject to all provisions of the Collective Agreement.
- 37.4 After the schedule has been posted and subject to 37.5 and 37.6 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 12:00 noon of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty or on a remote assignment, the Company will notify the employee directly, or give such notice to a responsible person at the employee's residence. If such notice is not posted or the employee, when on a day off or on remote assignment, has not been notified, the employee shall be credited with all hours originally scheduled plus any additional hours.
- 37.5 Notice of change of starting time shall be given by 12:00 noon of the day before the day affected. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.
- 37.6 The notice referred to in 37.4 and 37.5 herein shall be deemed to be waived where unforeseen circumstances beyond the control of the Company prevail on the day in question (including the failure of another employee to notify the Company of circumstances necessitating the change).

ARTICLE 38**DAYS OFF**

- 38.1 Except where an averaging work week schedule provides otherwise and except where unforeseen or mitigating circumstances apply, employees shall receive two (2) consecutive days off in each week.
- 38.2 The two (2) consecutive days off referred to in Article 38.1 may be in separate work weeks, e.g. Sunday and Monday. The five (5) work days in any work week need not necessarily be consecutive. They may be separated by the two (2) consecutive days off.
- 38.3 The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of ten (10) hours for a total of fifty-eight (58) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of ten (10) hours for a total of thirty-four (34) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

ARTICLE 39**WORK ON SCHEDULED DAYS OFF**

- 39.1 When an employee is required to work on his/her scheduled day off or days off, all work performed on that day or days shall be compensated as follows:
- a) If work is performed or credited on one (1) day off in a week, time and one-half (1½) basic for all hours worked.
 - b) If work is performed or credited on consecutive days off in a week, time and one-half (1½) basic for the first day worked and double (2) time for any other day off worked.
- 39.2 An employee who is required to work on his/her scheduled day off shall be guaranteed a minimum credit of four (4) hours in respect of each scheduled day off he/she is required to work.
- 39.3 Nothing herein precludes an employee and his/her Supervisor from mutually agreeing to change an employee's scheduled day off and in such case the over-time provision as in Article 36.3 shall not apply.
- 39.4 Where an employee has been required to work on his/her scheduled day off, the employee and his/her Department Manager may mutually agree that the employee may be granted compensating time off in lieu of over-time pay. The date or dates when the time off may be taken shall be as mutually agreed between the employee and his/her Department Manager, provided, however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.

ARTICLE 40**TURN-AROUND**

- 40.1 A turn-around period is a period of ten (10) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.
- 40.2 To the extent that time worked by an employee encroaches on a turn-around period, as referred to in Article 40.1 above, the start time of his/her next tour of duty may, by mutual agreement between the employee and his/her Department Manager, be adjusted to the extent of each hour of the encroachment.
- 40.3 Where the scheduled start time of the employee's next tour of duty is not adjusted by mutual agreement, the employee shall be compensated at the rate of one-half ($\frac{1}{2}$) times the employee's basic hourly rate for each hour of such encroachment.
- 40.4 No payments shall be made for the following encroachments:
- a) On a shift where an employee is released from duty or rescheduled to attend negotiations or grievance meetings with Management.
 - b) Where the encroachment occurs as a result of a regular recurring shift pattern.
 - c) Where the encroachment occurs as a result of over-time work.
 - d) Where the encroachment occurs as a result of the employee being required to work due to the unexpected absence of an employee who had been scheduled to work.
 - e) Where the encroachment occurs as a result of a call-back.

ARTICLE 41**CALL-BACK**

- 41.1 An employee called back to work, having left his/her place of work on the day in question, shall be paid at the lesser of one and one-half (1½) times his/her basic hourly rate with a minimum credit of four (4) hours, or paid as if his/her tour of duty continues uninterrupted on that day.
- 41.2 An employee who works more than four (4) hours on call-back shall be entitled to a thirty (30) minute unpaid meal break.
- 41.3 Where a call-back extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.
- 41.4 Where an employee is called back on more than one occasion between the finish of his/her tour of duty and the commencement of his/her next scheduled tour of duty he/she shall be entitled to the minimum credit as set forth in Article 41.1 only with respect to the first call-in.
- 41.5 Call-back provisions shall not apply where the employee returns to work to complete an assignment that he/she ought to have completed before leaving work.

ARTICLE 42**UPGRADING**

- 42.1 Should an employee be temporarily assigned by his/her Supervisor to work in a higher job classification than the job classification to which he/she is normally assigned, he/she shall be paid the following for that work in addition to the salary for the job to which he/she is normally assigned:
- a) the amount of four dollars (\$4.00) where he/she is assigned to a higher job classification for a period between two and four hours on any one shift of work; and
 - b) the amount of seven dollars and fifty cents(\$7.50) where he/she is assigned to a higher job classification for more than four hours on any one shift of work.
- 42.2 The additional pay provisions set forth in Section 42.1 of this Article do not apply where:
- a) the work of a higher job classification is performed on an intermittent or irregular basis during the shift of work, or;
 - b) the employee is assigned to work in a higher job classification for a training period or trial period, or;
 - c) an employee is covering the first day of accident or sickness of another employee, or;
 - d) the employee's normal job classification includes functions which are in part also included with the higher job classification, or;
 - e) where the employee at the time of the temporary transfer is being paid a salary at least as high as an employee he/she may be replacing.
- 42.3 At the time of the temporary assignment the employee shall be advised that he/she is so assigned and that Article 42.1 herein applies. This shall be noted on his/her daily time sheet.
- 42.4 Without his/her consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee shall not be penalized for such refusal.

ARTICLE 43**NIGHT DIFFERENTIAL**

- 43.1 Where the tour of duty of an employee extends beyond 1:00 AM he/she shall be paid a night differential of one dollar (\$1.00) per hour for each hour worked between 1:00 AM and 6:00 AM.
- 43.2 Such differential shall be in addition to and not a part of the appropriate hourly rate for the purpose of overtime or other premium calculation, and shall only be applicable where such hours are a part of the employee's tour of duty or approved over-time.

ARTICLE 44**MEAL PROVISIONS**

- 44.1 For all employees whose normal tour of duty is eight hours or more, a first meal period of not less than thirty minutes shall be scheduled or assigned. This meal period shall begin no later than the end of the sixth hour of such tour.
- 44.2 A second meal period of not less than thirty minutes shall be scheduled or assigned in tours of duty of more than ten hours. This second meal period shall be scheduled or assigned to begin no later than the end of the sixth hour after the conclusion of the first meal period.
- 44.3 A penalty payment shall be paid when a meal period is not scheduled or assigned within the respective time limits of Article 44.1 or 44.2. This penalty shall be \$1.50 per hour for the duration of displacement, calculated from the time the received meal period began, to a limit of where it should have begun under Articles 44.1 or 44.2.
- 44.4 Except in extenuating circumstances a meal displacement penalty will not be paid unless the same has been authorized or approved by a designated Supervisor or Department Manager.
- 44.5 All meal periods shall be unpaid.

ARTICLE 45**COFFEE ARRANGEMENT**

- 45.1 The parties recognize that employees are supplied with free coffee by the Company in place of formal break periods and agree that the existing arrangement respecting coffee breaks shall continue to remain in effect. The arrangement shall not be abused.

ARTICLE 46**EXCESSIVE HOURS AND SAFETY**

- 46.1 The parties agree to give proper attention to the health and safety of employees.
- 46.2 The Company and the Union shall both participate in a Safety and Health Committee established pursuant to Part II of The Canada Labour Code and the parties shall cooperate in the carrying out of recommendations of the said Committee relating to the safety and health of employees.
- 46.3 Having due regard to health and safety, and having regard for the work to be performed, the Company agrees to try and schedule the work load so that any individual employee is not unnecessarily and repeatedly scheduled to work excessive over-time hours.
- 46.4 No employee shall be required to work under dangerous conditions. Where dangerous work is involved, all reasonable safety and precautionary measures shall be taken by the Company and the employee.
- 46.5 It is understood that an employee may refuse to work where he/she has reasonable cause to believe dangerous conditions prevail as described in The Canada Labour Code.
- 46.6 The Company agrees to supply safety devices where conditions require their use, and the employee shall wear or use such devices.
- 46.7 When transportation is provided to employees by the Company, the appropriate safety standards shall be observed.
- 46.8 The Company shall give consideration to the capabilities of an employee for an assignment involving climbing towers and ladders.

ARTICLE 47**GENERAL PROVISIONS**

- 47.1 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of Company premises and equipment. The employee must report the loss or damage of equipment immediately to his/her Supervisor.
- 47.2 Nothing in the Agreement precludes the Company and an employee from continuing with the existing practice whereby employees perform work outside their normal working hours on a freelance basis for the Company, where the compensation and conditions of such freelance work are mutually agreed by the employee and the Company. This arrangement shall not be implemented in respect of the employee's normal job classification, nor shall the arrangement be used for the purpose of displacing existing regular full-time employees.
- Where the freelance work to be performed is work of a bargaining unit nature, the payment thereof shall be not less than an amount represented by the hours worked, times the straight time hourly rate for the job classification affected.
- 47.3 Any employee as a result of a mutual agreement between the employee concerned and the Company may work on a flexible shifting pattern basis. An employee shall not be penalized for refusal to work on a flexible shifting pattern.

ARTICLE 48
SALARIES

48.1 The following are minimum salaries payable for full time employees on the fifteenth and the last day of the month. Where however a pay day falls on a paid holiday or Saturday or Sunday, the employee shall be paid on the normal working day before said holiday, Saturday or Sunday.

January 1, 2004 January 1, 2005 January 1, 2006 January 1, 2007

Group 1 - Camera Assistant, Studio Camera/Grip

| | | | | |
|-----------------------------|-----|-----|-----|-----|
| Start Rate | 753 | 772 | 782 | 791 |
| Rate after Probation | 773 | 792 | 802 | 812 |
| Rate 1 Year After Probation | 795 | 815 | 825 | 836 |

Group 2 - Receptionist, Program Distribution Co-Ordinator, Program Distribution Assistant, Studio Camera, General Operator, VTR Operator, Audio, Audio Production

| | | | | |
|-----------------------------|-----|-----|-----|-----|
| Start Rate | 843 | 864 | 874 | 885 |
| Rate after Probation | 866 | 888 | 899 | 910 |
| Rate 1 Year After Probation | 893 | 915 | 927 | 938 |

Group 3 - Master Control, Sales Secretary

| | | | | |
|-----------------------------|-----|-----|-----|-----|
| Start Rate | 886 | 908 | 919 | 931 |
| Rate after Probation | 911 | 934 | 946 | 958 |
| Rate 1 Year After Probation | 938 | 962 | 974 | 986 |

Group 4 - Production VTR, EFP Camera, Artist, Client Writer/Producer, Reporter, Reporter/Anchor, Sports Reporter/Anchor, News Editor, Promotion Writer/Producer, Production Editor, ENG Camera

| | | | | |
|-----------------------------|-------|-------|-------|-------|
| Start Rate | 974 | 998 | 1,011 | 1,024 |
| Rate after Probation | 1,003 | 1,028 | 1,041 | 1,054 |
| Rate 1 Year After Probation | 1,035 | 1,061 | 1,074 | 1,087 |

Group 5 - Studio/Mobile Director, Production Switcher, Electronic Technician, Photo/Journalist

| | | | | |
|-----------------------------|-------|-------|-------|-------|
| Start Rate | 1,049 | 1,075 | 1,089 | 1,102 |
| Rate after Probation | 1,081 | 1,108 | 1,122 | 1,136 |
| Rate 1 Year After Probation | 1,113 | 1,141 | 1,155 | 1,169 |

Group 6 - Assignment Editor, News Anchor, News Producer/Director, Production Supervisor, Sports Director, Weather Anchor, Senior Electronic Technician

| | | | | |
|-----------------------------|-------|-------|-------|-------|
| Start Rate | 1,123 | 1,151 | 1,165 | 1,180 |
| Rate after Probation | 1,157 | 1,186 | 1,200 | 1,215 |
| Rate 1 Year After Probation | 1,191 | 1,220 | 1,236 | 1,251 |

48.2 The following are minimum hourly rates payable to casual employees:

| | <u>January 1, 2004</u> | <u>January 1, 2005</u> | <u>January 1, 2006</u> | <u>January 1, 2007</u> |
|---|------------------------|------------------------|------------------------|------------------------|
| Casual 1 - Hourly Rate (Primarily performing Group 1 and 2 work) | 8.14 | 8.34 | 8.45 | 8.55 |
| Casual 2 - Hourly Rate (Primarily performing Group 3,4 and 5 work) | 9.39 | 9.63 | 9.75 | 9.87 |
| Casual 3 - Hourly Rate (Primarily performing Group 6 work) | 13.74 | 14.08 | 14.26 | 14.44 |

ARTICLE 48**SALARIES****Year #1: January 1, 2004 - December 31, 2004**

- Increase the minimum salaries at each level for all job classifications by an amount of 2.75%
- Employees who are being paid above the top rate for their classification shall have their salaries increased by an amount of 2.75%
- Incremental increases will continue during the year in regard to those qualifying employees who are not receiving the top rate for their job classification.
- Basic salaries only shall be retroactive to January 1, 2004 and shall only be retroactive conditional upon a ratified settlement being concluded on or before May 7, 2004. In the event a ratified settlement is not achieved by the said date, salary increases shall be effective from the date of ratification.
- Qualifying employees shall be paid a gross lump sum in the amount of \$300 provided they are actively in the employ of the Company at December 31, 2003 and continue to be on the payroll at the date of ratification. An employee who becomes actively employed after December 31, 2003 shall not have an entitlement to any lump sum payment. Employees who do not qualify for the whole of the lump sum payment will receive the lump sum payment on a pro rata basis. To qualify for the full amount, employees will have worked the full calendar year in 2003.
Payment of the lump sum payment to part-time and casual employees will be made on a pro rata basis having regard for the regular hours actually worked in 2003.

Year #2: January 1, 2005- December 31, 2005

- Increase the minimum salaries at each level for all job classifications by an amount of 2.50%
- Employees who are being paid above the top rate for their classification shall have their salaries increased by an amount of 2.50%
- Incremental increases will continue during the year in regard to those qualifying employees who are not receiving the top rate for their job classification.

Year #3: January 1, 2006 - December 31, 2006

- Increase the minimum salaries at each level for all job classifications by an amount of 1.25%
- Employees who are being paid above the top rate for their classification shall have their salaries increased by an amount of 1.25%
- Incremental increases will continue during the year in regard to those qualifying employees who are not receiving the top rate for their job classification.

Year #4: January 1, 2007 – December 31, 2007

- Increase the minimum salaries at each level for all job classifications by an amount of 1.25%
- Employees who are being paid above top rate for their classification shall have their salaries increased by an amount of 1.25%
- Incremental increases will continue during the year in regard to those qualifying employees who are not receiving the top rate for their job classification

ARTICLE 49**GENERAL SALARY PROVISIONS**

- 49.1 Employees shall be paid according to the Job Classification and group to which they are assigned.
- 49.2 An employee who has successfully completed his/her probationary period or any extension thereof shall automatically move to the Rate After Probation immediately upon the successful completion of the said period. One (1) year after the employee has successfully completed his/her probationary period or any extension thereof, the employee shall automatically move to the Rate 1 Year After Probation where the employee's performance has been satisfactory. Rate After Probation means the applicable rate after an employee has successfully completed his/her probationary period or any extension thereof.
- 49.3 Where an employee is permanently promoted to a job classification within a group of jobs which has a higher starting salary, he/she shall receive an appropriate salary increase. The employee will also receive an appropriate salary increase on the effective date or dates as set forth in Article 48.3.
- 49.4 It is recognized that the granting of an increase in salary in excess of the increase provided for in Article 48.3, or the right to pay a salary or hourly wage rate higher than the minimum salary or minimum hourly wage rate set forth in Article 48.1 and 48.2 or the right to grant any additional benefit to an employee are all matters for the sole discretion of the Company. It is agreed that no employee shall suffer a reduction in salary or hourly wage rate as a result of the implementation of these general salary provisions.
- 49.5 The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub or accompanying statement. Where an employee's time sheet is altered he/she shall be advised as to the alteration by his/her Supervisor, failing which the employee shall be provided with a copy of the altered time sheet.
- 49.6 For the purpose of computing an employee's hourly rate, his/her semi-monthly salary shall be divided by 86.5 hours.
- 49.7 Employees shall be paid on the fifteenth and the last day of the month. Where however a pay day falls on a paid holiday or Saturday or Sunday, the employee shall be paid on the normal working day before the said holiday, Saturday or Sunday.

ARTICLE 50**TRANSFER OF WORK**

- 50 A Notwithstanding anything otherwise contained in the Collective Agreement; or otherwise, nothing precludes the Company from transferring, assigning or consolidating work or functions heretofore performed at Global Television (Saskatoon) to another location or facility owned by or associated with CanWest Global, not covered by this Agreement.
- 50 B In the event the lay-off of an employee directly results from transferring, assigning or consolidating work or functions as referred to in paragraph (A) above, an affected employee shall be entitled to severance pay based on the following:
- i. Two and one-half (2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
 - ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
 - iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.
- 50 C Severance payment, as provided in the Agreement, shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.

ARTICLE 51**DURATION OF AGREEMENT**

This Agreement shall commence on January 1, 2004 and shall remain in force until December 31, 2007 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred 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 renew or revise 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 a strike or lockout have been met, whichever occurs first.

LETTER OF UNDERSTANDING**RE: ANCHORS**

It is understood and agreed that the Company and Anchors may enter into individual personal employment service contracts on the following conditions and understandings:

- a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee and the company from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the collective agreement. An employee entering into a personal employment service contract shall be entitled to exercise all of the benefits and protection to the provisions of this agreement.
- b) Where requested, a copy of any individual's personal employment service contract shall be forwarded to the CEP National Representative in Vancouver for review (not approval) prior to any contract coming into effect. The contents of a personal employment service contract shall be deemed to be strictly confidential and shall not be disclosed by the CEP National Representative to any other person, firm or corporation without the written agreement of the Company and the employee.
- c) If the Collective Agreement and the personal employment service contract conflict, the Collective Agreement shall apply, however, where the personal employment service contract exceeds the terms of the agreement, or sets terms and conditions of employment where the Collective Agreement is silent, the personal employment service contract shall apply.
- d) It is understood and agreed, due to the nature of Broadcasting and audience acceptance, the Company reserves the sole right to recruit, select, determine and assign all anchor (talent) personnel, unless otherwise specifically excluded in this agreement.

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

Terry Allington
CEP

Stan Schmidt
Global Saskatoon

APPENDIX "A"**PART-TIME AND CASUAL EMPLOYEES****GENERAL**

- 1.01 All articles of this Collective Agreement, being Articles 1 to 51 inclusive, shall apply to part-time and casual employees, except as hereinafter provided.
- 1.02 The following Articles shall not apply to part-time and casual employees:
- | | |
|-----------|--|
| Article 9 | - Leave for Union Activities |
| “ 17 | - Seniority |
| “ 19 | - Promotions and Transfers |
| “ 21 | - Lay-Offs |
| “ 22 | - Re-engagement of Laid Off Employees |
| “ 24 | - Sick Leave |
| “ 25 | - Employee Benefits |
| “ 28 | - Jury and Witness Duty |
| “ 32 | - Annual Vacations |
| “ 33 | - General Holidays |
| “ 34 | - Scheduling of Christmas and New Year's Day |
| “ 35 | - Work Week / Tour of Duty |
| “ 36 | - Over-time |
| “ 37 | - Posting of Schedules |
| “ 38 | - Days Off |
| “ 39 | - Work on Scheduled Days Off |
| “ 40 | - Turn-Around |
| “ 41 | - Call-Back |
| “ 42 | - Upgrading |

...Continued/

Appendix "A" - Continued

1.03 The following Articles apply only to part-time and casual employees as may be noted in the following Articles:

- Article 1A - Seniority
- Article 2A - Full-time opportunities
- Article 3A - Lay-Offs
- Article 4A - Annual Vacations
- Article 5A - General Holidays
- Article 6A - Over-time

APPENDIX "A"**ARTICLE 1A****SENIORITY****PART-TIME EMPLOYEES**

- 1.01 Seniority is defined as the length of continuous part-time employment with the Company from the date of last hire and shall be based on straight time hours worked.
- 1.02 Where a part-time employee has been permanently assigned to full-time status, he/she shall be given seniority and service credit for part-time hours worked.
- 1.03 Part-time employees shall have seniority only within the part-time group of employees.
- 1.04 Where a part-time employee has not worked for the Company during any consecutive ninety (90) day period, he/she shall be deemed to be no longer employed by the Company.
- 1.05 Part-time employees who have been subsequently hired as full-time staff shall be probationary employees for a minimum period of three (3) months if the hiring is to be for a different job classification than the employee held as a part-time employee. The minimum probationary period shall be one (1) month if the employee has worked in the same job classification for a minimum of three hundred and forty-six (346) hours. The Company may extend the probationary period a further three (3) months, and in such event will advise the Union of the extension prior to the end of the probationary period.

APPENDIX "A"**ARTICLE 2A****FULL-TIME OPPORTUNITIES****PART-TIME EMPLOYEES**

- 2.01 Part-time employees are encouraged to apply for full-time posted positions. Selection of an individual shall be based upon qualifications established by the Company.
- 2.02 Subject to Section 2.01, the Company shall award the position to the applicant who, in the Company's opinion, best meets the qualifications established for the position.
- 2.03 Where, in the Company's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Company may hire from any source.

APPENDIX "A"**ARTICLE 3A****LAY-OFFS****PART-TIME EMPLOYEES**

- 3.01 A part-time employee who has completed three (3) consecutive months of employment shall be given two (2) weeks notice in advance of lay-off or two (2) weeks pay in lieu thereof, at the Company's discretion.

APPENDIX "A"

ARTICLE 4A

ANNUAL VACATIONS

PART-TIME AND CASUAL EMPLOYEES

- 4A.1 Part-time and casual employees shall be entitled to three weeks annual vacation after each complete year of employment.

- 4A.2 Vacation pay for each completed year of employment shall be calculated on the basis of 6% of the wages of an employee.

APPENDIX "A"**ARTICLE 5A****GENERAL HOLIDAYS****PART-TIME AND CASUAL EMPLOYEES**

- 5A.1 The following shall be recognized general holidays for part-time and casual employees:
- New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day for part-time employees only
- 5A.2 An employee is not entitled to be paid for a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- 5A.3 Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.
- 5A.4 No employee shall be paid for a general holiday on which he/she did not report for work after having been called to work on that day.

APPENDIX "A"**ARTICLE 6A****OVER-TIME****PART-TIME AND CASUAL EMPLOYEES**

- 6.01 It is recognized there are business and other operating requirements which may necessitate over-time work being performed. The Company, however, will not require part-time employees to work an excessive amount of overtime.
- 6.02 All over-time worked in excess of eight (8) hours of a tour of duty and forty (40) hours in a week shall be paid at the rate of one and one-half (1½) times the employee's basic hourly rate, except where an employee is working on a two (2) week averaging period.
- 6.03 Where an employee is working on a two (2) week averaging period all over-time worked in excess of eighty (80) hours during the averaging period shall be paid at one and one-half (1½) times the employee's basic hourly rate.

RETIREMENT PLAN

The Company has implemented a Retirement Plan effective September 1, 1994. Generally, the Plan will embody the following features:

- 1.1 The Plan will be a money purchase plan or a form of RRSP Plan.
- 1.2 Employees of the Company at the Plan implementation date, will have a one time election to enroll in the plan.
- 1.3 All new employees, as a condition of employment, will be required to join the Plan.
- 1.4 Employees will become eligible for enrolment after having been employed for one (1) year in the case of a full-time employee and equivalent time worked in the case of a part-time employee.
- 1.5 The retirement plan implemented by the Company effective September 1, 1994 will be amended to reflect the following contribution provisions:

Effective January 1, 2003, the contribution of the Company and of the employee will each be 4.25% of the employee's basic salary, so that the total contributions are 8.50%.
- 1.6 The Plan will not be integrated with the Canada Pension Plan. It will be stacked.
- 1.7 An employee will have a one-time direct pay option each year. That is, an employee may once annually contribute a greater amount than his normal contribution by payroll deductions.
- 1.8 Eligibility for coverage and benefits under the Plan shall be as set out in the Plan.
- 1.9 Employees enrolled in the Retirement Plan shall receive an annual statement of their status in the Plan.
- 1.10 The Company retains the sole right to determine the terms and conditions and administration in all other matters with respect to the Plan.

EMPLOYEE BENEFITS**PART-TIME AND/OR CASUAL EMPLOYEES**

1. Part-time and/or casual employees will be entitled to enroll in the Company's insured Employee Benefits Plan subject to the following conditions:
 - 1.1 Eligibility for enrolment dates shall be March 1st and September 1st of each year.
 - 1.2 The employee must have worked an average of twenty-five (25) hours per week during the preceding six (6) month period. For greater clarity, the employee must have worked 650 hours during the period.
 - 1.3 Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purposes of paragraph 1.2 herein.
 - 1.4 The Company, may, in its absolute discretion, enroll or continue to enroll an employee in the Insured Employee Benefits Plan, notwithstanding that an employee may not qualify for enrolment pursuant to paragraph 1.2 herein.
 - 1.5 A part-time or casual employee covered by the Plan shall, by payroll deduction, pay seventy (70) percent of the premiums applicable to the Dental Plan.

TAB 11

Local 918.01-M

MEMORANDUM OF AGREEMENT

between:

CIHF-NS Operations

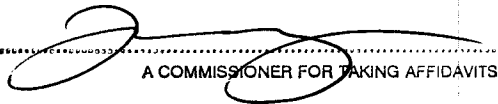
(hereinafter called "the Employer")

- and -

Communications, Energy and Paperworkers Union of Canada

(hereinafter called "the Union")

This is Exhibit 11 referred to in the affidavit of Peter Murchick sworn before me, this 21st day of October, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

TERMS OF SETTLEMENT

We, the negotiating committees for these parties hereby confirm that we have agreed as to Terms of Settlement for a new Collective Agreement between the parties to replace the agreement expiring October 31, 2005.

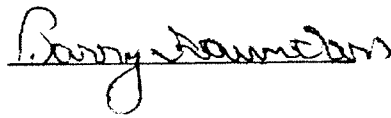
The new Collective Agreement consists of the Collective Agreement, which expired October 31, 2004, amended only to the extent as set forth in the attached Appendices.

The Terms of Settlement shall only be binding on the parties if and when the same have Been ratified by the members of the Bargaining Unit. The Union's negotiating committee undertakes to recommend these terms of settlement for acceptance to the members of the bargaining unit and the Company's negotiating committee undertakes to recommend these terms of settlement for acceptance to the Executive Management of the Company.

The Union agrees to notify the Employer, in writing, on or before January 26, 2006 as to whether or not the Terms of Settlement have been ratified by the members of the Bargaining Unit.

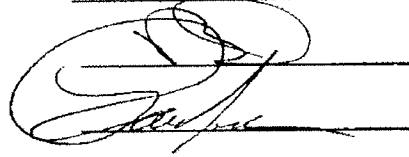
Dated at Dartmouth, Nova Scotia this 26 day of January, 2006

FOR THE EMPLOYER:



DATE: Jan 27/06

FOR THE UNION:



DATE: Jan 27/06

HALIFAX OPERATIONS**ARTICLE 45****45.02**

Year #1: November 1, 2005 – October 31, 2006

Increase all salary scales by an amount of 2.0 %.

Incremental increases to continue for those who are not at the maximum of their salary scales.

Employees who are being paid above the maximum of their salary scales shall receive a salary increase of 2.0 % calculated against the maximum to their salary scale, with the resulting amount added to their salary.

Basic salaries only shall be retroactive to November 1, 2005 and shall only be retroactive conditional upon ratification of a new collective agreement, for those employees employed as of the date of ratification. Ratification of this settlement will be concluded on or before January 26, 2006.

HALIFAX OPERATIONS**ARTICLE 46****DURATION OF AGREEMENT**

This Agreement shall commence on November 1, 2005 and shall remain in force until October 31, 2006, and shall be renewed automatically from year to year thereafter, unless either party notified the other by registered mail, not more than four (4) months 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.

TAB 12

This is Exhibit 12 referred to in the affidavit of Peter Murdoch sworn before me, this 21st day of October 2009

968



.....
A COMMISSIONER FOR TAKING AFFIDAVITS Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 6TH DAY
)
MADAM JUSTICE PEPALL) OF OCTOBER, 2009

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

INITIAL ORDER

THIS APPLICATION, made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" hereto (collectively, the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Maguire sworn October 5, 2009 and the Exhibits thereto (the "**Maguire Affidavit**") and the Report of the Proposed Monitor, FTI Consulting Canada Inc. ("**FTI Consulting**") (the "**Monitor's Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the partnerships listed on Schedule "B" hereto (the "**Partnerships**" and collectively with the Applicants, the "**CMI Entities**"), the Special Committee of the Board of Directors of Canwest Global (the "**Special Committee**"), FTI Consulting, the *ad hoc* committee (the "**Ad Hoc Committee**") of holders of 8% senior subordinated notes issued by Canwest Media Inc.

(“CMI”), CIT Business Credit Canada Inc. (“CIT”) and the management directors of the Applicants (the “**Management Directors**”), and on reading the consent of FTI Consulting to act as the Monitor.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections provided to the Applicants by this Order.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that one or more of the Applicants, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**CMI Plan**”) between, *inter alia*, one or more of the CMI Entities and one or more classes of their applicable secured and/or unsecured creditors as the Applicants deem appropriate.

POSSESSION OF CMI PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the CMI Entities shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**CMI Property**”). Subject to further Order of this Court, the CMI Entities shall each continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the “**CMI Business**”) and the CMI Property. The CMI Entities shall each be authorized and empowered to continue to retain and employ the employees, advisors,

consultants, agents, experts, appraisers, valuers, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order, subject to the provisions on the payment of Assistants set forth in paragraph 7 hereof.

5. THIS COURT ORDERS that the CMI Entities shall be entitled to continue to utilize the CMI Entities’ centralized cash management system currently in place, as described in the Maguire Affidavit, or replace it with another substantially similar centralized cash management system satisfactory to the CMI DIP Lender (as defined below) (the “**CMI Cash Management System**”). Any present or future bank providing the CMI Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken thereunder, or as to the use or application by the CMI Entities of funds transferred, paid, collected or otherwise dealt with in the CMI Cash Management System, shall be entitled to provide the CMI Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the CMI Entities, pursuant to the terms of the documentation applicable to the CMI Cash Management System, and shall be, in its capacity as provider of the CMI Cash Management System, an unaffected creditor under the CMI Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the CMI Cash Management System.

6. THIS COURT ORDERS that the CMI Entities and the LP Entities (as defined in the Maguire Affidavit) shall continue to provide and pay for the Shared Services, as defined in the Maguire Affidavit, to each other and their other affiliated and related entities, in accordance with current arrangements, payment terms and business practises, except as to payment terms which may be amended to provide for revised timing of reconciliations, with such amendments to be subject to the approval of the CMI CRA (as defined below) and the prior consent of the Monitor or further Order of the Court. Notwithstanding any other provision in this Order, neither the CMI Entities nor the LP Entities shall modify, cease providing or terminate the provision of or payment for the Shared Services except with the consent of the other party receiving such Shared Services, the approval of the CMI CRA and the prior consent of the Monitor or further Order of

this Court, except with respect to portions of the CMI Business which may be shut down or reorganized in the manner contemplated by the Term Sheet attached to the Support Agreement (as defined below) attached as part of Exhibit "O" to the Maguire Affidavit.

7. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents (both as hereinafter defined) and subject to the applicable cash flow forecast approved by the Consenting Noteholders (as defined below) in accordance with the Use of Collateral and Consent Agreement (as defined below) (the "**Approved Cash Flow**"), the CMI Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, to the extent that such expenses are incurred or payable by the CMI Entities:

- (a) all outstanding and future wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits), current service, special and similar pension and/or retirement benefit payments, vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) compensation to employees in respect of any payments made to employees prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (c) with the prior consent of the Monitor, all outstanding and future amounts owing to or in respect of individuals working as independent contractors or freelancers in connection with the CMI Business;

- (d) the reasonable fees and disbursements of any Assistants retained or employed by the CMI Entities in respect of these proceedings, at their standard rates and charges, including any payments made to Assistants prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (e) any and all sums due and owing to Amex Bank of Canada (“**American Express**”), including, without limitation, amounts due and owing by the CMI Entities to American Express in respect of the Corporate Card Program and Central Billed Accounts Program as described in the Maguire Affidavit;
- (f) amounts owing for goods and services actually supplied to the CMI Entities, or to obtain the release of goods contracted for prior to the date of this Order:
- (i) by distributors, broadcasting and/or production studios, suppliers or other entities, for television programming and other related products, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the business and ongoing operations of any of the CMI Entities;
 - (ii) by newsprint suppliers, newspaper distributors and other logistics suppliers, with the prior consent of the Monitor, if, in the opinion of the National Post Company, the supplier is critical to the business and ongoing operations of the National Post Company; and
 - (iii) by other suppliers, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the CMI Business and ongoing operations of any of the CMI Entities.

8. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents and subject to the Approved Cash Flow, and except as otherwise provided to the contrary herein, the CMI Entities shall be entitled but not required to pay all

reasonable expenses incurred by them in carrying on the CMI Business in the ordinary course from and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the CMI Property or the CMI Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services;
- (b) payment, including the posting of letters of credit, for goods or services actually supplied or to be supplied to the CMI Entities following the date of this Order; and
- (c) payment of fees to the Canadian Radio-television and Telecommunications Commission, stock exchange listing fees and other regulatory or license fees necessary for the preservation of the CMI Property or the CMI Business,

For greater certainty, the CMI Entities shall not make any payments to or in satisfaction of any liabilities or obligations of the LP Entities, save and except for payments in respect of the Shared Services as contemplated herein.

9. THIS COURT ORDERS that the CMI Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the CMI Entities' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the CMI Entities in connection with the sale of goods and services by the CMI Entities, but only where such Sales Taxes are accrued or

collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the CMI Business by the CMI Entities.

10. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with paragraph 12(c) of this Order, the CMI Entities shall pay all amounts constituting rent or payable as rent under their respective real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable CMI Entity and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid. Upon delivery of a notice of disclaimer or resiliation, the relevant CMI Entity shall pay all Rent owing by the applicable CMI Entity to the applicable landlord in respect of such lease due for the notice period stipulated in Section 32 of the CCAA, to the extent that Rent for such period has not already been paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the CMI Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the CMI Entities to any of their creditors as of this date; (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of the CMI Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the CMI Business.

RESTRUCTURING

12. THIS COURT ORDERS that the CMI Entities shall, subject to such requirements as are imposed by the CCAA, subject to consulting with the CMI CRA, and subject to the terms of the Use of Collateral and Consent Agreement, the Support Agreement (as defined below), the CMI DIP Facility and the CMI DIP Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations, to dispose of redundant or non-material assets, and to sell assets or operations not exceeding \$1,000,000 in any one transaction or \$5,000,000 in the aggregate, subject to paragraph 12^(e), if applicable; SUP -
- (b) terminate the employment of such of their employees or lay off or temporarily or indefinitely lay off such of their employees as the relevant CMI Entity deems appropriate on such terms as may be agreed upon between the relevant CMI Entity and such employee, or failing such agreement, to deal with the consequences thereof in the CMI Plan; ✓ (e) ✓
- (c) in accordance with paragraphs 13 and 14, with the prior consent of the Monitor or further Order of the Court, vacate, abandon or quit the whole but not part of any leased premises and/or disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, in accordance with Section 32 of the CCAA, on such terms as may be agreed upon between the relevant CMI Entity and such landlord, or failing such agreement, to deal with the consequences thereof in the CMI Plan;
- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the CMI Entities deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers or resiliations to be on such terms as may be agreed upon between the relevant CMI Entity and such counter-parties, or failing such agreement, to deal with the

consequences thereof in the CMI Plan, provided that the CMI Entities shall not be entitled to disclaim or resiliate, in whole or in part, the Use of Collateral and Consent Agreement or the Support Agreement; and

- (e) pursue all avenues of refinancing and offers for material parts of the CMI Business or the CMI Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the CMI Entities to proceed with an orderly restructuring of the CMI Business.

13. THIS COURT ORDERS that the CMI Entities shall provide each of the relevant landlords with notice of the relevant CMI Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the CMI Entity's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant CMI Entity, or by further Order of this Court upon application by the relevant CMI Entity on at least two (2) days notice to such landlord and any such secured creditors. If a CMI Entity disclaims or resiliates the lease governing such leased premises in accordance with paragraph 12(c) of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the CMI Entity's claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered by a CMI Entity, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the relevant landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant CMI Entity and the Monitor 24 hours' prior

written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the CMI Entity in respect of such lease or leased premises and such landlord shall be entitled to notify the CMI Entity of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE CMI ENTITIES OR THE CMI PROPERTY

15. THIS COURT ORDERS that until and including November 5, 2009, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the CMI Entities, the Monitor or the CMI CRA or affecting the CMI Business or the CMI Property, except with the written consent of the applicable CMI Entity, the Monitor and the CMI CRA (in respect of Proceedings affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of Proceedings affecting the CMI CRA), or with leave of this Court, and any and all Proceedings currently under way against or in respect of the CMI Entities or the CMI CRA or affecting the CMI Business or the CMI Property are hereby stayed and suspended pending further Order of this Court. In the case of the CMI CRA, no Proceeding shall be commenced against the CMI CRA or its directors and officers without prior leave of this Court on seven (7) days notice to Stonecrest Capital Inc.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the CMI Entities, the Monitor and/or the CMI CRA, or affecting the CMI Business or the CMI Property, are hereby stayed and suspended except with the written consent of the applicable CMI

Entity, the Monitor and the CMI CRA (in respect of rights and remedies affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of rights or remedies affecting the CMI CRA), or leave of this Court, provided that nothing in this Order shall (i) empower the CMI Entities to carry on any business which the CMI Entities are not lawfully entitled to carry on, (ii) exempt the CMI Entities from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the CMI Entities, except with the written consent of the relevant CMI Entity and upon consultation with the CMI CRA and the consent of the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with a CMI Entity or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all programming supply, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the CMI Business or a CMI Entity, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the CMI Entities, and that the CMI Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the CMI Entities in accordance with normal payment practices of the CMI Entities or such other practices as may be agreed upon by the supplier or service provider and the applicable

CMI Entity (upon consultation with the CMI CRA) and the consent of the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the CMI Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers (or their estates) of the Applicants with respect to any claim against such directors or officers that arose before the date hereof and that relates to any obligations of the CMI Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the CMI Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the CMI Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that the Applicants shall jointly and severally indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of any of the CMI Entities, after the date hereof, to (i) make payments in respect of the CMI Entities of the nature referred to in subparagraphs 7(a), 9(a), 9(b) and 9(c) of this Order, and (ii) make payments of amounts in respect of the CMI Entities for which the directors and officers are statutorily liable, which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or

director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct. For greater certainty, the indemnity provided by this paragraph 21 shall not indemnify such directors or officers from any costs, claims, charges, expenses or liabilities properly attributable to the LP Entities.

22. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “CMI Directors’ Charge”) on the CMI Property, which charge shall not exceed an aggregate amount of \$20,000,000, as security for the indemnity provided in paragraph 21 of this Order. The CMI Directors’ Charge shall have the priority set out in paragraphs 55 and 57 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary (a) no insurer shall be entitled to be subrogated to or claim the benefit of the CMI Directors’ Charge and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Director’s Charge to the extent they do not have coverage under a directors and officers insurance policy.

24. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the terms and conditions with respect to any release and discharge of the Charges (as defined herein) shall be satisfactory to the CMI Entities, the Management Directors (with respect to the CMI Directors’ Charge), the Monitor and the Ad Hoc Committee.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that FTI Consulting is hereby appointed pursuant to the CCAA as the Monitor of the CMI Entities, an officer of this Court, to monitor the CMI Property and the CMI Entities’ conduct of the CMI Business with the powers and obligations set out in the CCAA and as set forth herein and that the CMI Entities and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the CMI Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the CMI Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the CMI Entities, the CMI Property, the CMI Business, and such other matters as may be relevant to the proceedings herein; *- and with respect to any payments made pursuant to paragraph 7 (f) (iii) herein; - sup*
- (c) assist the CMI Entities, to the extent required by the CMI Entities, in their dissemination to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel of financial and other information, as agreed to between the CMI Entities and the CMI DIP Lender or the Ad Hoc Committee, as applicable, which may be used in these proceedings, including reporting on a weekly basis to the CMI DIP Lender and the Ad Hoc Committee;
- (d) advise the CMI Entities in their preparation of the CMI Entities' cash flow statements and reporting required by the CMI DIP Lender and the Ad Hoc Committee, which information shall be reviewed with the Monitor and delivered to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel in compliance with the CMI DIP Definitive Documents, or as otherwise agreed to by the CMI DIP Lender or the Ad Hoc Committee, as applicable;
- (e) assist the CMI CRA in the performance of its duties as set out in the CMI CRA Agreement (as defined below);
- (f) advise the CMI Entities in their development and implementation of the CMI Plan and any amendments to the CMI Plan;
- (g) assist the CMI Entities, to the extent required by the CMI Entities, with the holding and administering of creditors' or shareholders' meetings for voting on the CMI Plan, as applicable;

- (h) have full and complete access to the CMI Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the CMI Entities, to the extent that is necessary to adequately assess the CMI Entities' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) monitor and, if necessary, report to the Court on any matters pertaining to the provision of the Shared Services in accordance with paragraph 6 of this Order; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the CMI Property and shall take no part whatsoever in the management or supervision of the management of the CMI Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the CMI Business or the CMI Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the CMI Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing

herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the CMI Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of a CMI Entity with information provided by the CMI Entity in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by a CMI Entity is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the applicable CMI Entity may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to any of the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, RBC Dominion Securities Inc. (the "Financial Advisor"), counsel to the Ad Hoc Committee and the financial advisor to the Ad Hoc Committee (together with counsel to the Ad Hoc Committee, the "**Committee Advisors**") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by any of the CMI Entities, to the extent that such fees and disbursements relate to services provided to the CMI Entities or, in the case of the Committee Advisors, to the Ad Hoc Committee, as part of the costs of these proceedings. FTI Consulting, the Financial Advisor, counsel to FTI Consulting, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee and counsel to the Management Directors shall keep

separate accounts for services provided in respect of the CMI Entities and any services provided in respect of entities other than the CMI Entities. The CMI Entities are hereby authorized and directed to pay the accounts of the Monitor, the Financial Advisor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors and the Committee Advisors on a weekly basis to the extent that such accounts relate to services provided to the CMI Entities, or, in the case of the Committee Advisors, the Ad Hoc Committee. The CMI Entities shall not be liable for and shall not pay any expenses, fees, disbursements or retainers of the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors or the Financial Advisor, to the extent that such expenses, fees, disbursements or retainers are not attributable to the CMI Entities.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, the CMI CRA, the Financial Advisor and the Committee Advisors shall be entitled to the benefit of and are hereby granted a charge on the CMI Property (the "**CMI Administration Charge**"), which charge shall not exceed an aggregate amount of \$15,000,000 as security for their reasonable professional fees and disbursements incurred at their respective standard rates and charges in respect of such services, both before and after the making of this Order in respect of these proceedings. The CMI Administration Charge shall have the priority set out in paragraphs 55 and 57 hereof.

CHIEF RESTRUCTURING ADVISOR

34. THIS COURT ORDERS that Hap S. Stephen be and is hereby appointed as Chief Restructuring Advisor of the CMI Entities in accordance with the terms and conditions of the agreement entered into between Canwest Global and Stonecrest Capital Inc. ("**Stonecrest**",

collectively referred to herein with Hap S. Stephen as the “CMI CRA”) dated June 30, 2009 (as amended, the “CMI CRA Agreement”), effective as of the date of this Order.

35. THIS COURT ORDERS that the CMI CRA Agreement is hereby approved and given full force and effect and the CMI CRA is hereby authorized to retain counsel as set out in the CMI CRA Agreement.

36. THIS COURT ORDERS that the CMI Entities are authorized and directed to continue the engagement of the CMI CRA on the terms and conditions set out in the CMI CRA Agreement.

37. THIS COURT ORDERS that the CMI CRA shall not be or be deemed to be a director, officer or employee of any of the CMI Entities.

38. THIS COURT ORDERS that the CMI CRA and its directors and officers shall incur no liability or obligation as a result of Hap S. Stephen’s appointment pursuant to this Order, or the provision of services pursuant to the CMI CRA Agreement, save and except as may result from gross negligence or wilful misconduct on the part of the CMI CRA.

39. THIS COURT ORDERS that (i) the indemnification obligations of Canwest Global in favour of the CMI CRA and its officers and directors set out in the CMI CRA Agreement; and (ii) the payment obligations set out in the CMI CRA Agreement shall be entitled to the benefit of and form part of the CMI Administration Charge set out herein.

40. THIS COURT ORDERS that any claims of the CMI CRA under the CMI CRA Agreement shall be treated as unaffected in any plan of compromise or arrangement filed by the CMI Entities under the CCAA, any proposal filed by the CMI Entities under the *Bankruptcy and Insolvency Act of Canada* (the “BIA”) or any other restructuring.

DIP FINANCING

41. THIS COURT ORDERS that the Credit Agreement dated as of May 22, 2009 and amended as of June 15, 2009, June 30, 2009, July 17, 2009, July 31, 2009, August 14, 2009,

August 31, 2009, September 11, 2009 and September 23, 2009 (as so amended, the “**CIT Credit Agreement**”) between CMI, the Guarantors party thereto and CIT as agent and lender be and are hereby approved. For greater certainty, references herein to CIT shall include any permitted assignee pursuant to the CIT Credit Agreement.

42. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, pledges, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, and including the CIT Credit Agreement, the “**CMI DIP Definitive Documents**”), as are contemplated by the CIT Credit Agreement or as may be reasonably required by the CIT Credit Agreement, and all CMI DIP Definitive Documents executed and delivered prior to the date hereof be and are hereby approved. The CMI Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations under and pursuant to the CMI DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

43. THIS COURT ORDERS that the credit facility provided under the CIT Credit Agreement be and is hereby converted into a debtor-in-possession financing arrangement (the “**CMI DIP Facility**”) in accordance with the terms of the CIT Credit Agreement, provided that the aggregate principal amount of all borrowings under the CMI DIP Facility shall not exceed \$100,000,000. The CMI DIP Facility shall be on the terms and subject to the conditions set forth in the CIT Credit Agreement as attached to the Maguire Affidavit as Exhibit “F”, as the CIT Credit Agreement may be amended from time to time upon the written agreement of the parties thereto. CIT, in its capacity as lender under the CMI DIP Facility, shall be referred to herein as the CMI DIP Lender.

44. THIS COURT ORDERS that CMI is hereby authorized and empowered to obtain and borrow the amounts previously or hereinafter advanced pursuant to the CMI DIP Facility in order to finance the CMI Entities’ working capital requirements and other general corporate purposes and capital expenditures as contemplated by the CMI DIP Definitive Documents,

provided that borrowings under the CMI DIP Facility shall not exceed \$100,000,000 unless approved by the CMI CRA and permitted by further Order of this Court.

45. THIS COURT ORDERS that the CMI Entities shall notify counsel to the Ad Hoc Committee and the Monitor of any requested advance under the CMI DIP Facility.

46. THIS COURT ORDERS that the CMI DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**CMI DIP Charge**") on the CMI Property, as security for any and all obligations of the CMI Entities under the CMI DIP Facility and the CMI DIP Definitive Documents (including on account of principal, interest, fees and expenses), which charge shall not exceed the aggregate amount owed to the CMI DIP Lender under the CMI DIP Definitive Documents advanced on or after the date of this Order. The CMI DIP Charge shall have the priority set out in paragraphs 55 and 57 hereof.

47. THIS COURT ORDERS that the deposit accounts containing cash collateral pledged to The Bank of Nova Scotia and referred to in Section 6.11 of the Collateral Agency Agreement (as defined below) as the "Cash Management Collateral Account" (the "**Excluded Accounts**") shall not form part of the CMI Property, shall be excluded from the CMI DIP Charge, the KERP Charge, the Directors' Charge and the Administration Charge, except as provided in paragraph 48 hereof, and shall remain subject to the existing liens in favour of The Bank of Nova Scotia in connection with the CMI Entities' obligations to The Bank of Nova Scotia in connection with overdrafts and related liabilities arising from cash consolidation, electronic funds transfer arrangements, treasury, depository and cash management services or in connection with any automated clearing house transfers of funds in an aggregate amount not to exceed \$2,500,000 (the "**BNS Cash Management Obligations**").

48. THIS COURT ORDERS AND DECLARES that notwithstanding any stay of proceedings imposed by this Order, The Bank of Nova Scotia shall be entitled to seize and dispose of any collateral on deposit in the Excluded Accounts and apply such proceeds to any and all outstanding BNS Cash Management Obligations, provided that, notwithstanding anything herein, upon payment and satisfaction of the BNS Cash Management Obligations in full and the

return of any remaining collateral in the Excluded Accounts to the CMI Entities, such collateral shall then form part of the CMI Property charged by the Directors' Charge, the Administration Charge, the KERP Charge and the DIP Lender's Charge.

49. THIS COURT ORDERS that the CMI DIP Charge is in addition to the existing security (the "**Existing Security**") in favour of CIBC Mellon Trust Company (the "**Collateral Agent**") pursuant to the Intercreditor and Collateral Agency Agreement dated as of October 13, 2005 among the CMI Entities and the Collateral Agent, as amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of May 22, 2009, and as further amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of October 1, 2009 (the "**Collateral Agency Agreement**"). All liabilities and obligations of the CMI Entities under the CIT Credit Agreement and the \$187,263,126 principal amount secured promissory note issued to Canwest MediaWorks Ireland Holdings ("**Irish Holdco**") by CMI (the "**Secured Note**") shall be secured by the Existing Security.

50. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the CMI DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the CMI DIP Charge or any of the CMI DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the CMI DIP Definitive Documents (including, without limitation, the Existing Security solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement) or the CMI DIP Charge, the CMI DIP Lender may cease making advances to the CMI Entities, and upon three (3) days notice to the CMI Entities and the Monitor, may exercise any and all of its rights and remedies against the CMI Entities or the CMI Property under or pursuant to the CMI DIP Definitive Documents and the CMI DIP Charge, including without limitation, to set off and/or consolidate any amounts owing by the CMI DIP Lender to any of

the CMI Entities against the obligations of any of the CMI Entities to the CMI DIP Lender under the CMI DIP Definitive Documents or the CMI DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the CMI Entities and for the appointment of a trustee in bankruptcy of any of the CMI Entities, and upon the occurrence of an event of default under the terms of the CMI DIP Definitive Documents, the CMI DIP Lender shall be entitled to seize and retain proceeds from the sale of the CMI Property and the cash flow of the CMI Entities to repay amounts owing to the CMI DIP Lender in accordance with the CMI DIP Definitive Documents and the CMI DIP Charge, but subject to the priorities as set out in paragraphs 55 and 57 of this Order; and

- (c) the foregoing rights and remedies of the CMI DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any CMI Entity or the CMI Property.

51. THIS COURT ORDERS AND DECLARES that, in respect of the CMI DIP Facility, the CMI DIP Definitive Documents, the CIT Credit Agreement and amounts borrowed under the CIT Credit Agreement, the CMI DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the CMI Entities, or any of them, under the CCAA, or any proposal filed by the CMI Entities, or any of them, under the BIA. Further, the stays of proceedings provided for herein shall not apply to the CMI DIP Lender or its rights under or in respect of the CIT Credit Agreement, the CMI DIP Facility or the CMI DIP Definitive Documents.

52. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to take all steps and actions in respect of, and to comply with all of their obligations pursuant to, the Secured Note, the \$430,556,189 unsecured promissory note dated October 1, 2009 granted by CMI to Irish Holdco in respect of the amounts advanced by Irish Holdco to CMI (the “Unsecured Note”), the Use of Cash Collateral and Consent Agreement between certain of the

CMI Entities and certain members of the Ad Hoc Committee (the “**Consenting Noteholders**”) dated September 23, 2009 (the “**Use of Collateral and Consent Agreement**”), the CCAA Support Agreement between certain of the CMI Entities and the Consenting Noteholders dated October 5, 2009 (the “**Support Agreement**”) and such other agreements, security documents, guarantees and other definitive documents as may be executed in connection with any such matters.

53. THIS COURT ORDERS that notwithstanding anything to the contrary herein, the CMI Entities shall be required to comply with their obligations under the Use of Collateral and Consent Agreement and the Support Agreement. Prior to exercising any and all rights and remedies they may have against the CMI Entities under or in respect of the Use of Cash Collateral Agreement and the Support Agreement, in accordance with the terms of such agreements, the Consenting Noteholders shall be required to obtain a further order of the Court, other than in respect of contractual termination rights under the Support Agreement.

54. THIS COURT ORDERS that, upon reasonable notice to the CMI Entities, the advisors to the Ad Hoc Committee, CIT and CIT’s advisors shall, subject to books and records that are privileged, have clear and unfettered access to the books and records of the CMI Entities and such other information that the Ad Hoc Committee and/or CIT reasonably requests.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

55. THIS COURT ORDERS that the priorities of the CMI Directors’ Charge, the CMI Administration Charge, the CMI KERP Charge (as defined below) and the CMI DIP Charge, as among them and the Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement, shall be as follows:

First – CMI Administration Charge;

Second – The Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement;

Third – CMI DIP Charge; and

Fourth – CMI Directors' Charge and CMI KERP Charge, save and except that these Charges shall be postponed in right of payment to the extent of the first \$85,000,000 payable under the Secured Note.

56. THIS COURT ORDERS that the filing, registration or perfection of the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge and the CMI DIP Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

57. THIS COURT ORDERS that, the CMI Directors' Charge, the CMI Administration Charge, the CMI DIP Charge and the CMI KERP Charge shall constitute a charge on the CMI Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, notwithstanding the order of perfection or attachment, except for any validly perfected purchase money security interest in favour of a secured creditor or any statutory Encumbrance existing on the date of this Order in favour of any Person which is a secured creditor, ^{if any,} in respect of ^{any of} source deductions from wages, employer health tax, workers compensation, GST/QST, PST payables, vacation pay and banked overtime for employees, amounts under the Wage Earners' Protection Program that are subject to a super priority claim under the BIA. ^{as defined in the CCAA}

58. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the CMI Entities shall not grant any Encumbrances over any CMI Property that rank in priority to, or *pari passu* with, any of the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge or the CMI DIP Charge, unless the CMI Entities also obtain the prior consent of the Monitor, the CMI DIP Lender and the beneficiaries of the CMI Directors' Charge, the CMI KERP Charge and the CMI Administration Charge, or upon further Order of this Court.

59. THIS COURT ORDERS that the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge, the CMI DIP Definitive Documents and the CMI DIP Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**"), the rights and remedies of the CMI DIP Lender under the CMI DIP Definitive Documents, the rights and remedies of Irish Holdco under the Secured Note and the rights and remedies of the Consenting Noteholders under the Use of Collateral and Consent Agreement and the Support Agreement shall not otherwise be limited or impaired in any way, subject to the provisions of paragraph 53 herein, by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the CMI Entities, or any of them, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note or the Unsecured Note, shall create or be deemed to constitute a breach by any of the CMI Entities of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the CMI Entities entering into the CIT Credit Agreement or any other CMI DIP Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the CMI DIP Definitive Documents; and

- (c) the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note and the Unsecured Note, the payments made by the CMI Entities pursuant to the foregoing or pursuant to the terms of this Order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

60. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the relevant CMI Entity's interest in such real property leases.

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

61. THIS COURT ORDERS that the letter agreement dated December 10, 2008 between Canwest Global and the Financial Advisor, as amended by a letter agreement dated January 20, 2009 and a further letter agreement dated October 5, 2009, in the form attached as Exhibit "U" to the Maguire Affidavit (the "Financial Advisor Agreement"), is hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

KEY EMPLOYEE RETENTION PLANS

62. THIS COURT ORDERS that the key employee retention plans (the "CMI KERPs"), in the forms attached to the Confidential Supplement to the Monitor's Pre-Filing Report (the "Confidential Supplement"), are hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the CMI KERPs.

63. THIS COURT ORDERS that the Confidential Supplement be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title

✓ and the letter agreement dated December 19, 2008 referred to in

paragraph 61 herein

8UP

of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

64. THIS COURT ORDERS that the key employees referred to in the CMI KERPs shall be entitled to the benefit of and are hereby granted a charge (the “**CMI KERP Charge**”) on the CMI Property, which charge shall not exceed an aggregate amount of \$5,900,000, to secure amounts owing to such key employees under the CMI KERPs.

POSTPONEMENT OF ANNUAL GENERAL MEETING

65. THIS COURT ORDERS that Canwest Global be and is hereby relieved on any obligation to call and hold an annual meeting of its shareholders until further Order of the Court.

FOREIGN PROCEEDINGS

66. THIS COURT ORDERS that the Monitor is hereby authorized, as the foreign representative of the CMI Entities, to apply for recognition of these proceedings as “Foreign Main Proceedings” in the United States pursuant to Chapter 15 of the *U.S. Bankruptcy Code*.

67. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Australia, Ireland or in any other foreign jurisdiction, to give effect to this Order and to assist the CMI Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the CMI Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the CMI Entities and the Monitor and their respective agents in carrying out the terms of this Order.

68. THIS COURT ORDERS that each of the CMI Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

SERVICE AND NOTICE

69. THIS COURT ORDERS that the CMI Entities or the Monitor shall (i) without delay, publish a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the CMI Entities of more than \$5,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a)(ii)(C) of the CCAA and the regulations made thereunder, provided that, for the purposes of this list, (i) with respect to the 8% senior subordinated notes issued by CMI, only the name and address of the indenture trustee of such notes and the aggregate amount owing in respect of such notes shall be listed and made publicly available and (ii) the Monitor shall not make the names and addresses of individuals who are creditors publicly available.

70. THIS COURT ORDERS that the CMI Entities and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the CMI Entities' creditors or other interested parties at their respective addresses as last shown on the records of the CMI Entities, and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

71. THIS COURT ORDERS that the CMI Entities, the Monitor, the CMI DIP Lender, the Ad Hoc Committee and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website at <http://cfcanada.fticonsulting.com/cmi>.

GENERAL

72. THIS COURT ORDERS that the CMI Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

73. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the CMI Entities, the CMI Business or the CMI Property.

74. THIS COURT ORDERS that any interested party (including the CMI Entities, the CMI DIP Lender, the Ad Hoc Committee and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the CMI DIP Lender shall be entitled to rely on this Order as issued for all advances made under the CIT Credit Agreement and the CMI DIP Definitive Documents up to and including the date this Order may be varied or amended.

75. THIS COURT Orders that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the CIT Credit Agreement or the CMI DIP Definitive Documents, unless notice of a motion for such order is served on the Monitor and the CMI Entities, the Ad Hoc Committee and the CMI DIP Lender, returnable no later than November 5, 2009.

76. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

OCT 06 2009

PER / PAR: 

Joanne Nicoara
Registrar, Superior Court of Justice

SCHEDULE "A"**Applicants**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest Media Works Turkish Holdings (Netherlands) B.V.
18. CGS International Holdings (Netherlands) B.V.

19. CGS Debenture Holding (Netherlands) B.V.
20. CGS Shareholding (Netherlands) B.V.
21. CGS NZ Radio Shareholding (Netherlands) B.V.
22. 4501063 Canada Inc.
23. 4501071 Canada Inc.
24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.

SCHEDULE "B"**Partnerships**

1. Canwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

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"

Court File No:

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Lyndon A.J. Barnes (LSUC#: 13350D)
Tel: (416) 862-6679

Edward A. Sellers (LSUC#: 30110F)

Tel: (416) 862-5959

Jeremy E. Dacks (LSUC#: 41851R)

Tel: (416) 862-4923

Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF PETER MURDOCH

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywrap.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywrap.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB C

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 GAIL MISRA
(Sworn October 21, 2009)**

I, Gail Misra, of the City of Toronto, Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Partner at the law firm of CaleyWray Labour/Employment Lawyers ("CaleyWray"). 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 (collectively, the "Proceedings").
2. As a Partner at CaleyWray, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

3. CaleyWray has acted and currently acts as counsel on behalf of unions and/or pensioners in a number of CCAA/restructuring, bankruptcy, and insolvency cases involving large companies. These most recently include the Air Canada, Smurfit Stone, Korex Don Valley, Nortel Networks, Quebecor, and Grant Forest Products restructuring and insolvency proceedings.
4. The law firm is comprised of eleven (11) lawyers, all specializing in the area of labour and employment law. Harold Caley and Michael Church, two of the senior partners, have considerable experience in the pension and benefits area. Gail Misra, Micheil Russell, Jesse Kugler and I have experience in CCAA, bankruptcy, and insolvency matters.
5. There are ten highly experienced administrative and support staff employed at the law firm who are capable of managing large files and implementing any necessary large scale organization, including file management and communications. In particular the firm has the capability to process a large volume of retainers and/or member information; maintain a database of retainers and/or member information; prepare reports to the Union and retiree representatives; distribute mass mailings and e-mails; set up a website link to provide detailed information to Current and Former Members about the Applicants' CCAA process, along with the answers to frequently asked questions, and, if necessary, administer a telephone hotline for Current and Former Members.
6. I make this affidavit in good faith and in support of the motion to, *inter alia*, appoint the Union as representative for all Current and Former members who were employees of Fraser Paper and CaleyWray as representative counsel, and for no improper purpose.

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

Dennis Ellender

A Commissioner for taking affidavits.



Gail Misra

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF GAIL MISRA

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywrays.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywrays.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB D

**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

ORDER

THIS MOTION, made by the Communications, Energy and Paperworkers Union of Canada (the "Union") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Records of the Union and on hearing submissions of counsel for the Union, the Applicants, the Monitor and other parties:

1. **THIS COURT ORDERS**, if necessary, that time for service of the notice of motion and the motion record is hereby abridged and service of the motion record by the Union is validated, such that this motion is properly returnable on October 27, 2009.
2. **THIS COURT ORDERS** that the Union is hereby appointed 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. **THIS COURT ORDERS** 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. **THIS COURT ORDERS** 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 in connection with the Proceedings, shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts.
5. **THIS COURT ORDERS** that the property of the Applicants is subject to a security or charge in the amount of \$200,000, or such other amount as this Honourable Court deems appropriate, 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. **THIS COURT ORDERS** 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. **THIS COURT ORDERS** 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. **THIS COURT ORDERS** 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. **THIS COURT ORDERS** 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 the 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. **THIS COURT ORDERS** that the Current and Former Members bound by this Order specifically exclude:
- (i) Any employee of the Applicants, current or former, that is not or was not a member of the Union.
11. **THIS COURT ORDERS** 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.
12. **THIS COURT ORDERS** 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.
13. **THIS COURT ORDERS** that the Claims Bar Date be extended in respect of Claims filed by the Union and the Current and Former Members from November 19, 2009 to a date and time deemed appropriate by this Honourable Court.
-

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywright.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywright.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywright.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywright.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada