

**Agreement
Between**

**CFTO-TV
(a division of CTV Television Inc.)**

- and -

CTV SPECIALTY TELEVISION ENTERPRISES INC.

- and -

THE SPORTS NETWORK INC. (TSN)

**Hereinafter referred to as the “Company”, except where there are
separate provisions in this Agreement.**

-AND-

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

(hereinafter referred to as the “Union”)



January 1, 2008
To
December 31, 2011

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This Agreement executed

BETWEEN:

CFTO-TV

(a division of CTV Television Inc.)

-And-

CTV Specialty Television Enterprises Inc

-And-

THE SPORTS NETWORK INC. (TSN)

Hereinafter referred to as the "Company", except where there are separate provisions in this Agreement.

Party of the First Part

AND: Communications, Energy and Paperworkers Union of Canada (CEP)

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.

ARTICLE 2

Definitions

- 2.1 Employee** - The term "employee" as used in this Agreement may be either full-time, part-time, temporary, or freelance and is subject to the definitions, limitations and exclusions as defined in Article 2.3 full-time employees, 2.3.1 (i) Part-Time employees, 2.3.1 (ii) Temporary employees, 2.3.1 (iii) Freelance employees. An employee may be either male or female and is employed in a classification included within the bargaining unit referred to in Article 2.2 .

It shall include any person employed in any job classification created in the future unless the parties by mutual consent decide to exclude such new job or classification, or the Company submits the matter to the CIRB for a decision.

- *2.2 Bargaining Unit** - The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Units defined by the Canada Labour Relations Board in its decisions of October, 29, 1981, September 20, 1967, as amended, February 26, 1988, and July 10, 1995 and defined by the Canada Industrial Relations Board in its decision of October 25, 2002,

and defined by the Canada Industrial Relations Board in its decision of December 21, 2006. For greater clarity and without limiting the generality of the foregoing bargaining unit description, the Company recognizes the Union as the exclusive bargaining agent for all persons employed in the following classifications:

a) CFTO-TV

All classifications as set out in Article 17.

Employees of CTV News, Features and Information Programming Departments (News Bureaus in Canada) are not covered by this Agreement.

***(b) CTV Specialty Television Enterprises Inc.**

All classifications as set out in Article 17.

***(c) All employees of The Sports Network Inc. (TSN), in its News and Information Group occupying the positions of archivist, associate producer, story editor, and TSN story associate, at its Agincourt Facility, save and except freelancers, (part-time employees), contract employees, summer students, assignment editors, senior assignment editor, managers and those above.**

***2.3 Employee Categories** - All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of six (6) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of nine (9) months from the date of

hiring, and in such event will discuss the matter with the representative of the Local Union prior to the end of the first six (6) month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore. During the probationary period the Company may release the employee at any time for reasonable cause.

2.3.1 Categories for Employees of CFTO-TV and CTV Specialty Television Enterprises Inc. Other than Full-Time:

- (i) **Part-time Employees** – A part-time employee is one hired on an ongoing basis in a specific functional group to cover peak work periods, not to exceed twenty-four (24) hours per week.
- (ii) **Temporary Employees** – A temporary employee is one hired for a specific term or task including parental leave replacement, sick leave replacement, summer students, special projects or productions of a pre-determined length of time.
- (iii) **Freelance Employees** – A freelance employee is one hired on a daily or a sporadic basis.
- (iv) Where forty (40) hours of work a week is available on a full-time basis within any classification within a functional group a full-time bargaining unit position shall be made available.

Part-Time employees (except summer students) shall be paid on an hourly basis as computed in Article 17 for the wage classification to which the employee has been assigned. Summer students shall be paid at the flat rate of the Operations Division Group 0 Summer Student classification. A student is one enrolled in a recognized educational institution, and shall be limited to four (4) months of work in a calendar year. Agency personnel may be hired in the Office Division by the Company when regular employees are not available to work overtime and qualified part-time employees are not available. Agency personnel are not subject to any of the terms and conditions of this Agreement. The Company agrees that it will not engage agency or part-time personnel for the purpose of eliminating full-time employees, avoiding the recall from lay-offs, hiring of full-time employees in the bargaining unit.

2.3.2 Exceptions for Part-Time, Freelance and Temporary Employees - All articles of this Agreement shall apply to part-time, freelance and temporary employees except as hereinafter provided or otherwise stated:

(a) **Article 8.1 Seniority** - Functional seniority will be applied separately for part-time employees as a group distinct from full-time employees. Part-time employees who are subsequently hired on a permanent basis on staff in the same classification without a break in service of more than ninety (90) calendar days shall be

credited for all purposes with the total accumulated hours, and their seniority and probationary period will be calculated accordingly. However, part-time employees who are subsequently hired as full-time staff shall be probationary employees for a period of one (1) month from the date of full-time employment. The Company may extend the probationary period for a further three (3) months from the date of hiring as a full-time employee and in such event will advise and discuss the extension with the Local Union, prior to the end of the one (1) month period. During the probationary period, the Company may release the employee at any time, for reasonable cause. Freelance and Temporary employees do not qualify for functional seniority.

- (b) Articles 8.5 Layoffs and 8.6 Re-engagement of laid off employees** - However, when part-time persons are laid off, it is agreed that the following shall be applicable:
- i)** Part-time employees working on a regular weekly basis shall be given two (2) weeks notice, in advance of the proposed layoff, or two (2) weeks pay in lieu of notice.
 - ii)** Temporary employees hired to work on a specific project, production, vacation or parental relief, or for a specific period of time, shall be considered to have received notice at the time of hiring.

- iii) Freelance employees hired on a daily basis or on a sporadic basis, will not require notice of lay-off as provided in the Agreement due to the very nature of their assignment.
- (c) **Article 10 Employee Benefits** - except that the provisions of the Parental benefits will be provided in accordance with the prevailing legislation.
- (d) **Article 12.1 Holidays and Annual Vacation** - shall apply except that part-time, freelance and temporary employees shall be entitled to pay for a general holiday on which they do not work calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday. General holidays shall be granted in accordance with the prevailing legislation.
- (e) **Articles 12.3 Vacations and Annual Leave and 12.4 Scheduling of Annual Leave** - shall apply as to vacation credits and scheduling, however, vacation pay will be calculated at the rate of four percent (4%) of gross basic earnings.
- (f) **Article 14.2.1 Tour of Duty** - shall apply except that part-time, freelance and temporary employees shall receive a minimum credit of four (4) hours per tour of duty.
- (g) **Article 14.4.2. Refusal to Work on Scheduled Days off.**

- (h) **Article 15 Break and Meal Periods** - However, part-time, freelance and temporary employees shall receive a meal period in all tours of duty of more than five (5) hours, and in such event such first meal period shall be exclusive of hours worked. Meal periods will be assigned in accordance with Article 15.
- (i) **Article 16.3 Progression of Salary Scale** – However, progression up the salary scale for part-time employees will occur based on accumulated hours of work of the part-time employee whereby one-thousand nine-hundred and twenty (1920) hours is equivalent to one year of service in a given wage classification.

Exceptions for Freelance Employees Only

- (j) **Article 14.4 Posting of Schedules** – A freelance shift may be cancelled by 17:00 hours two (2) days previous. If such notice is not given, four (4) hours at straight time shall be paid. Freelance overtime may be cancelled by 17:00 hours one (1) day previous.
- (k) **Article 14.5 Change of Schedule**– A freelance shift may have the start time changed by 17:00 hours one (1) day previous.
- (l) **Article 14.7 Work on Scheduled Day Off**- The number of hours in a two-week period should not exceed eighty (80) hours. Overtime will be paid for work over forty (40) hours per week at time and a half (1 ½).

- (m) Subject to Article 2.3.2 (l) a freelancer will be paid straight time for either an eight (8) or ten (10) hour shift.
- (n) **Article 11.1.2 and 15.7** – There will be no payment for report to site or meal on remote.
- (o) **Four (4) Hour Call** – A freelance will be paid overtime in fifteen (15) minute increments.
- (p) Freelance Employees shall move up the Freelance Wage Scale (located in Scheduling) every one hundred and twenty (120) worked days until they reach column four (4) of the existing Freelance Wage Scale. At that point movement up the Freelance Wage Scale shall be by recommendation or negotiation.

2.3.3 Stringers - The parties recognize and agree to continue the long-established practice whereby the Company accepts and pays for "on spec" news, sports or other specific material submitted by "stringers".

In addition, it is further understood and agreed where unexpected news and sports events occur outside of Zone 1 and where time and/or lack of available full-time staff would prevent such coverage, the Company may assign such work to "stringers" who would cover it on a "freelance" basis.

2.3.4 Co-op Student/Intern - The parties hereto recognize their social obligations to provide an opportunity for students enrolled in a recognized educational institution

to gain some practical experience in broadcasting by observing as co-op students, or working during summer vacation breaks. A blanket waiver will apply to co-op students/interns based on the guidelines provided in Letter of Intent No. 2.

It is understood and agreed that co-op students/interns may assist members of the bargaining unit under their direct supervision, with no more than one co-op student/intern being assigned to one employee at any time. The co-op student/intern shall be considered as an extra person above the required assignment so as not to displace a bargaining unit employee.

Summer students shall be hired under the provisions of Article 2.3.1 (ii)(iii) – Temporary or Freelance Employees.

ARTICLE 3

Management Rights

- 3.1 Employees** - The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, discharge or discipline employees for just cause, provided that a claim by an employee that the employee has been disciplined, demoted or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided. Provided further that a claim by a probationary employee that the employee has been disciplined without cause or discharged for reasonable cause may be the subject of a grievance and may be processed through the grievance procedure.
- 3.2 Business Operations** - 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 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 into the Company's plant, and control over all operations, building, machinery, equipment and

employees are solely and exclusively the responsibility of the Company.

- *3.3 Regulations** - The Union further recognizes that the Company has the right to make, alter and enforce, from time to time, certain Company rules and regulations to be observed by the employees. The Company will discuss any new rules and regulations with the Union prior to implementation.
- 3.4 On Air Talent** - Notwithstanding anything to the contrary in this Agreement, the Company expressly reserves the exclusive right to release from employment any employee who performs "on-air" on the grounds such employee is, in the sole discretion of the Company, unsuitable for programming. Such right to dismiss an employee shall not be used as a disciplinary measure and shall be in addition to and not in substitution of the Company's rights to apply discipline, which may only be exercised for just cause. Employees terminated pursuant to this Article shall receive severance pay equal to one (1) week's basic pay for each six (6) months of continuous service with the Company.
- 3.5 Proviso** - The rights referred to in Articles 3.1, 3.2, 3.3 and 3.4 shall be exercised in accordance with the provisions of this Agreement.

ARTICLE 4

Union Rights

- 4.1 Union Security and Dues Check-Off** - During the term of this Agreement, the Company agrees to deduct an amount equal to the uniform dues and/or assessments as levied by the Union for each pay period as a condition of employment of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds (1.666%) of regular salary and the same percentage shall be deducted on all additional earnings. The rate of surcharge deductions for temporary and freelance employees will be two percent (2%) of earnings payable to the Restricted Fund. The Company will be notified by registered mail of any changes in the present rate of deductions. The Union shall not require the Company to vary the deductions more than twice a year.
- 4.2 Procedure** - The Company agrees to remit the monies so deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted together with the following information.
1. Employee name and address
 2. Sex
 3. Classification title and salary
 4. Amount of dues deducted on base salary

5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave.

As soon as possible, the Company undertakes to provide this information to the Union by means of a monthly computer disk in an ASCII format.

4.2.1 Annual Dues Statement - Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to CEP for the calendar year in question on the T4-TP4 income tax slips to the employees.

4.3 Notices to Union - The Company shall mail to the National Representative and Unit Chairperson one (1) copy of each of the following:

- (a) Within five (5) calendar days (exclusive of Saturdays, Sundays, or general holidays) notice of hiring, dismissal, promotion or demotion of any employee within the bargaining unit;
- (b) Notice of extension of probationary period, report and reply as contained in Article 7, suspension or any disciplinary action placed on an employee's file within the bargaining unit;

- (c) Any notice pertaining to the application or agreed interpretation of this Agreement ;
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.

4.3.1 Information Package for new employees - A new employee shall be provided with a copy of the Employee Benefit Programs, the Collective Agreement and a written statement from the Company indicating the employee's rate of pay, classification and any other special commitments agreed to by the Company.

4.4 Union Access to Premises - Representatives of the Union shall have reasonable access to the Company's premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement. The Union shall provide the Company with reasonable notice of its intention to have access to the Company's premises for the aforesaid purposes. Such access shall be free from unreasonable interference from the Company provided that it is agreed that the Union's right to access shall be carried out during normal business hours and in such manner as not to interfere in any way with the normal operations of the Company or the work being performed by the Company's employees whether in or out of the bargaining unit.

The Union will advise the Company of its designated representatives who wish to gain access to the premises

and the Union agrees to comply with all reasonable Company security precautions as may be in force from time to time.

- 4.4.1 Union Use of Bulletin Boards** - The Company agrees to the posting by the Union on scheduling boards, of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union, provided such notices are authorized by Management. Such authorization will not be unreasonably withheld.
- 4.5 Union Office Facility**- The Company agrees to provide the Union, at no charge, suitable office space for the purpose of serving the Local membership. The Union will reimburse the Company for any incidental costs associated with running the office.
- 4.6 Leave For Union Activities** - Leave without pay will be granted any employee duly authorized to represent employees in order to:
- (a) Attend executive council meetings, labour conventions, congresses, etc. A request for such leave shall be submitted in writing at least fifteen (15) days in advance, and such leave shall not exceed a maximum aggregate total of thirty (30) working days in any calendar year. The leave provided above will be limited at any one time to three (3) employees from any one job function to a maximum of eight (8) employees. In a year when a CEP National Convention is scheduled, the

maximum aggregate total of days may be increased by eight (8) days to be used solely for the purpose of attending the Convention.

- (b) Up to three (3) employees may accept a full-time elective position with the Union or an official labour body for a period not exceeding four (4) years, or a full-time appointive position with the Union for a period not exceeding two (2) years. Any additional yearly periods may be granted by the Company on receipt of a written request from the employee and the President of the Union.
- (c) Upon written request by the Union, the Company agrees to release without loss of pay at the basic rate or leave credits, three (3) employees named by the Union in order to attend grievance meetings with the Company as provided for in Article 6; but any time spent in such meetings shall not be considered for the purpose of determining overtime pay if the meetings extend beyond a normal tour.

4.6.1 Negotiating Committee - Upon request by the Union, the Company agrees to release, without loss of pay or leave credits, six (6) employees named by the Union, in order to attend negotiation meetings with the Company. Any time spent in such meetings shall not be considered for the purpose of determining overtime pay if the meetings extend beyond the normal tour. It is further understood that the employees will be completely released from duty the entire day or days of

such meetings and will not be required to perform any work on such days.

Additionally, the six (6) employees named by the Union to attend negotiation meetings shall be granted one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation meeting. The Union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

- 4.6.2 Union Leave** - Leave provided for in Article 4.6(b) shall not constitute a break in continuity of service in the computation of seniority and, with respect to Article 4.6(a), shall not constitute a break in continuity of service in seniority, severance pay, or other benefits under this Agreement.
- 4.7 Non-Discrimination** - The Union and the Company agree that neither party will interfere with, restrain, or coerce the employees covered by this Agreement because of membership or non-membership in the Union or activity or non-activity on behalf of the Union. The Union agrees that it will not discriminate against or impose any form of sanction against any employee because of non-membership in the Union or as a result of activity or non-activity on behalf of the Union, except as required under the CEP National Constitution.
- 4.7.1 Equal Rights** – Employees shall continue to enjoy equal rights under this Agreement regardless of sex,

sexual orientation, colour, racial, ethnic, national origin, marital status, family status, disability, age, religious or political affiliation as defined under the Canadian Human Rights Act. The Union and the employer are committed to employment equity. To this end an 'Employment Equity Advisory Committee' will be formed with one union-appointed member. The mandate of the Committee will be to examine Company policies, practices and procedures to identify areas of systemic discrimination and to recommend an action plan for removal of such barriers. The Committee shall meet on a regular basis (i.e. quarterly) with no loss of pay incurred to its members.

ARTICLE 5

No Strike, Lockouts or Strike-breaking

- 5.1** The Union will not cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, engage in or permit a lock-out of any of its operational locations during the term of this Agreement.
- 5.2 News Coverage of Strikes** - The Company will not assign, transfer, or require employees to go to any broadcast operation, transmitter, studio or property where a lawful strike of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs not normally fed to such facility, nor will the Company

require any employee to perform the duties of any other person who is engaged in a lawful strike, save and except for employees covering news assignments who may be required to perform their normal functions.

ARTICLE 6

Grievance Procedure

- 6.1 Commitment** - 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.
- 6.2 Right to Grievance** - The parties recognize that the "Canada Labour Code" provides that any employee may present a personal grievance to the employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.
- 6.3 Individual Grievance** - 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 the adjustment and settlement thereof:

***STEP 1:** The grievance shall be reduced to writing and a copy thereof delivered to the Human Resources Department within twenty (20) working days of the arising of such

grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.

***STEP 2:** The grievance shall be discussed with the Human Resources Department 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 twenty (20) working days of the request for a meeting.

***STEP 3:** If the grievance is not recorded as settled within twenty (20) working days after the meeting described in Step 2, the dispute shall be referred to the Senior Vice-President Human Resources or designee of the Company, and the Union office for further discussion and consideration.

***STEP 4:** In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The parties shall, within twenty (20) working days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these twenty (20) working days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

- 6.4 Arbitrator** - The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement. Notwithstanding the foregoing, the arbitrator shall have the power to direct, if the arbitrator deems proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been lost. The arbitrator may direct that some other penalty or disciplinary action be substituted.
- 6.5 Policy Grievances** - If either of the parties to this Agreement consider that this Agreement is being misinterpreted or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 6.3. The provisions of Article 6.5 shall not be used to institute a grievance where any employee could institute a grievance on their own behalf under the individual grievance procedures of Article 6.3. Policy Grievance Article 6.5 shall not be used to obtain individual redress or compensation on behalf of an employee.
- 6.6 Time Limits** - Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, paid holidays, vacation periods and sick days of the

employee concerned and may be extended by mutual consent.

- 6.7 No Loss of Pay** - Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.
- 6.8 Coverage of Letters** - The Letters of Agreement attached to this Agreement and signed by the parties shall be subject to the grievance procedure herein.

ARTICLE 7

Reports on Performance

- 7.1** Employees shall be provided with an explanation, in writing, of any expression of dissatisfaction concerning their work performance, within ten (10) working days, exclusive of Saturdays, Sundays, paid holidays, vacation periods and sick days, of cause for dissatisfaction becoming known to their Supervisor or Management. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employees' record for use against them at any time.
- 7.2 Time Periods** - The employees' reply to such complaint or accusation, if received within ten (10) working days after they have been given the notice referred to in Article 7.1 above, shall become part of their record. If such reply is not so received, it will not become part of their record for use by them at any time.

7.3 Written Evaluations - Employees in the bargaining unit shall not be required to formally submit written evaluation on other members in the bargaining unit, except for those new supervisors who entered the bargaining unit effective with the CLRB's interim decision of May 22, 1981.

(a) Expressions of dissatisfaction while an employee is on probation shall not be considered a part of his record for use against him, after his probationary period has been served.

7.4 Employee Records - The record of an employee shall not be used against the employee for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident, provided that the employee does not incur any further disciplinary actions of a similar nature within the twenty-four (24) month period. Following the expiry of such period and upon receipt of a written request by the employee to the Manager of Human Resources, such documents shall be removed from such employee's file in Human Resources.

7.4.1 Where an expression of dissatisfaction is found to be unjustified, all references to such expression shall be removed from the employee's record and destroyed.

7.4.2 The Company agrees to undertake a review of the performance of the employee at the end of six (6) months for any expression of dissatisfaction, complaint,

or suspension. As a result of this review where the Company has established that the employee has taken the necessary measures to improve his/her performance since the incident, the Company shall inform the employee in writing.

- 7.4.3 Disciplinary Representation** - Employees shall have the right to take the Local Union Officer with them to any disciplinary meeting involving their Supervisor or Management personnel.

ARTICLE 8

Seniority Rights

- 8.1 Seniority** - Seniority shall be deemed to have commenced on the date of hiring into the bargaining unit and shall be equal to the length of continuous service in the bargaining unit. It shall relate to the order of layoffs, re-call from layoff, promotions and choice of vacation periods.
- 8.1.1 Limit** - Seniority credit shall continue to accrue while any employee is on leave granted by the Company to a maximum of one year.
- 8.2 Functional Groups and Classifications** - Wherever the phrase "functional group(s)" appears in the Agreement, it is agreed the following shall be functional groups and classifications:

(a) Operations Division

Functional Groups	Classifications
0	Summer Student
1	Camera, Sr. Camera, Master Camera, EFP Camera
2	Audio Assistant, Audio Operator, Sr. Audio Technician, Post Sound Supervisor, Supervising Audio Operator
3	VTR Operator, Sr. VTR Operator, VTR Supervisor, Video Editor (I), Sr. Video Editor (I), Supervising Video Editor (I), Video Editor (II), Senior Video Editor (II), Supervising Video Editor (II), Post-Production Technical Supervisor
4	Video Operator, Senior Video Operator, Video Supervisor
5	MCR Supervisor, Central Control Technician, Sr. Central Control Technician, Central Control Technician Supervisor
6	Engineering Technician, Sr. Engineering Technician, Supervising Engineering Technician, Microwave Mobile Engineering Technician, Audio/Visual Maintenance Technician
7	Technical Director, Sr. Technical Director
8	Lighting Director, Sr. Lighting Director, Supervising Lighting Director

9	Electronic Graphics Operator, Sr. Electronic Graphics Operator, Supervising Electronic Graphics Operator
10	ENG Camera, Sr. ENG Camera, Supervising ENG Camera
11	Driver
12	Groundskeeper, Plant Maintenance, Sr. Plant Maintenance, Plant Maintenance Supervisor
13	Scenic Painter, Painter
14	Staging Carpenter, Bench Carpenter, Sr. Bench Carpenter, Utility
15	Staging Electrician, Sr. Staging Electrician, Electrician, Sr. Electrician (licensed)
16	Hairdresser, Sr. Hairdresser
17	Makeup, Sr. Makeup
18	Production Assistant, Sr. Production Assistant
19	Floor Manager, Sr. Floor Manager, Sr. Stage Director, Assistant Director
20	Graphic Artist, Sr. Graphic Artist
21	Shipper, Sr. Shipper
22	Newsnet PCR Operator, Sr. Newsnet PCR Operator
23	Prompter Operator
24	News Librarian, Sr. News Librarian

Article 8.2

(b) Office Division

Func-tional	
Groups	Classifications
1	Switchboard Operator, Sr. Switchboard Operator, Supervising Switchboard Operator, Information Operator, Sr. Information Operator, Supervising Information Operator
2	Mailroom Clerk, Mailroom Supervisor
3	Printer, Printing Supervisor
4	Scheduler, Sr. Scheduler
5	VTR Traffic Clerk, Sr. VTR Traffic Clerk, VTR Librarian, VTR Traffic Co-ordinator, VTR Traffic Supervisor
6	Scheduling Co-ordinator
7	Shipping/Customs Supervisor
8	Staging Co-ordinator

(c) News Division

Func-tional	
Groups	Classifications
1	Reporter/Writer
2	Sports Reporter/Writer
3	Anchorperson

4	Editorial Assistant
5	Video-journalist
6	Weekday Assignment Editor
7	Writer
8	Assistant Assignment Editor
9	TSN Story Editor, TSN Story Associate, TSN Associate Producer, TSN Archivists

Should any deleted job positions from the previous contract be reintroduced to the bargaining unit, these positions will be returned to their former wage classifications.

8.2.1 Procedure for New Job Functions - Substantial changes in a job function, or the creation of any new job function, shall be discussed with the Union. In the event that a new job classification is created and the parties are unable to reach an agreement as to the placement of such new job classification within an existing Group provided under Article 17.1, the matter shall proceed to arbitration. The arbitrator shall determine the placement of such new job classification, but shall be restricted to a placement within an existing Group under Article 17.1.

(a) The company will provide the Union with a copy of all bargaining unit postings.

8.2.2 Combined Job Functions - The Company recognizes that the classifications outlined in Article 8.2 are separate job functions. The Company agrees that it will

not combine these job functions for the purposes of creating a new job classification without discussion with the Union.

8.2.3 Supervisors in the bargaining unit - This article shall not be interpreted as prohibiting supervisors within the bargaining unit from performing duties under their supervision while engaged in supervising.

8.3 Promotion and Transfers - The employee with the most seniority shall, if the employee meets the qualifications set for the position by the Company, be transferred to fill a vacancy in a different classification. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A vacancy shall be posted for a minimum of seven (7) days prior to filling such a vacancy from any source. If requested by the employee in writing to the Human Resources Department, the employee shall, within fifteen (15) days of the request, be advised in writing of the status of the application for the posted position in question.

8.3.1 Assignment to other Job Classification: Without consent, no employee shall be transferred or assigned to another job classification whose job content is substantially different from that of the employee's regular classification except that:

- (a) Employees in the Operations Division may be required to perform any of the job classifications within the Groups contained in the Operations Division, save and except for the following job classifications: Groundskeeper, Shipper, Senior Shipper, Plant Maintenance, and Senior Plant Maintenance.
- (b) In addition, where agreed to by the parties, cross assignments of job functions between divisions not outlined in Article 8.3.1 will be allowed in individual circumstances. This will include cross assignments within a single shift as outlined above.
- Notwithstanding the foregoing, it is recognized by the parties that employees may be assigned on a temporary or occasional basis to a job classification that is substantially different from their regular classification in order to avoid the payment for overtime or for work on a first or second day off to other employees in the job classification to which the employees are so assigned. The Company recognizes that employees are hired to perform in a regular job classification and will make every reasonable effort to assign employees in that classification.

8.3.2 No Penalty re: Promotions - No employee shall in any way be penalized for refusing to accept a promotion.

8.3.3 (a) Trial Period re: Promotions - Employees who are transferred laterally or promoted to another classification where the job content is different from their prior classification shall be on a trial period for

three (3) months. The Company may, at any time during this trial period, return the employees to their former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent. Nothing in Article 8.3.3 will impair the Company's rights as set out in Article 3 of this Agreement.

- (b) **Anchorperson Exception** - Notwithstanding the foregoing, employees from within the bargaining unit who are promoted to the position of anchorperson shall be on a trial period of six (6) months from the date of their promotion. The Company at its sole discretion, may extend this trial period for an additional six (6) months. If at any time during this trial period should the Company determine in its sole discretion that the employee is unsuitable for programming, the employee will be returned to their former classification and wage with no loss of seniority.

- *8.3.4 Merit Promotions** - In order for an employee to be considered for a senior classification it is understood that a candidate would be required to meet the criteria, as set out below. Management retains the right to make the final decision on all promotions to senior status. An employee promoted to a senior category on a merit basis shall be confirmed in that position at the actual time of the promotion.

1. Mastery of craft in all relevant aspects of the department
2. Technical knowledge
3. Problem solving skills
4. Good role model
5. Ability to evolve and grow
6. Good work ethic
7. Positive attitude
8. Good motivator
9. Good attendance record
10. Ability and willingness to train
11. Strong interpersonal skills
12. Creativity

8.3.5 No Penalty - Employees required to perform in a job classification different from their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performance.

8.3.6 Relocation - No employee shall be transferred by the Company to another city to work without the consent of the employee. The Company shall pay all transportation and moving costs for the employee and the employee's family.

8.4 Dismissals, Demotions and Suspensions - The discharge, demotion or the discipline of an employee with seniority and the discipline of a probationary employee shall be for just and sufficient cause and the discharge of a probationary employee shall be for reasonable cause. The employee shall be informed of

the Company's decision to discharge, demote, suspend or discipline by notice in writing and not otherwise. The decision set forth in such notice may be subject to the grievance procedure as set out in Article 6 of this Agreement.

- 8.4.1** An employee who is discharged for other than gross misconduct, shall be given two (2) weeks pay in lieu of further notice.
- 8.4.2 Access to Files** - Employees shall have access to their personnel files during normal office hours once every six (6) months, or earlier in the event of a grievance.
- 8.5 Layoffs** – In the event of a lay-off within a functional group, all part-time, temporary and freelance employees shall be layed-off prior to any full-time employees. When layoffs of employees are to be made, such layoffs shall proceed in inverse order of seniority within the functional group, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.
- 8.5.1 Bumping** - An employee about to be laid off from one functional group who has the occupational qualifications in another functional group, may apply seniority as defined in Article 8.1 (Seniority) of this Agreement, and transfer laterally or revert to such other group. An employee who has transferred laterally, or reverted to another group under Article 8.5.1 and whose

basic salary is higher than the maximum of this group, shall continue to receive the higher salary (frozen) for a period of twelve (12) months only and thereafter his/her salary will revert to the salary level closest but not exceeding the salary level of the employee at the time of the layoff.

It is understood and agreed that an employee with occupational qualifications may require a certain period of familiarization [i.e., four (4) weeks] in the new classification.

8.5.2 Notice of Layoffs - The Company shall advise the employee and the Union at least six (6) weeks in advance of the proposed layoff or such length of time as prescribed by legislation or in lieu of such notice shall pay the laid-off employee six (6) weeks' salary.

Severance Pay - Employees laid off pursuant to any statute shall receive a severance pay as follows: Employees shall receive three (3) weeks pay for each year of continuous service up to a maximum of forty-eight (48) weeks' salary. In any event, a minimum of four (4) weeks salary shall be paid. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

The above-noted severance payment shall be deemed to include any severance payment required pursuant to any statute.

Once notice of layoff has been given, the Company, upon receiving sufficient notice from the employee, will agree to the granting of reasonable time off,

without loss of pay or vacation credits, in order for the employee to attend job interviews.

8.5.3 Full-Time Employees Bumping into the Part-Time Pool- A full-time employee affected by layoff may elect to bump laterally or revert to a position of a less senior regular part-time or temporary employee (excluding summer students/interns) provided that he/she has the occupational qualifications for the position. The following conditions apply:

- (a) **Bumping of Temporary Employees** - A full-time employee who elects to bump a temporary employee will move to the salary level commensurate with their experience in this group and will continue to be eligible for employee benefits under Article 10 and for Holidays and Annual Vacations under Article 12 as if he/she were a full-time employee. This employee will be considered to have received notice of layoff at the time of bumping into a temporary position. Calculation of severance payments will be based upon the employee's final date of work as a temporary employee at the employee's former full-time salary.
- (b) **Bumping of Part-time Employees** - An employee who elects to bump a part-time employee shall adopt the wages and working conditions of the regular part-time employee who is bumped.
A familiarization period of up to two (2) weeks will be afforded in the aforementioned situations.

8.5.4 Extension of Benefits - While an employee is laid off, the Company will provide an extension of medical and group insurance, with the exception of Long Term Disability, benefit coverage for a period of six (6) months and will pay 100% of the costs of the employee's medical and insurance benefits contained in Article 10.3 for a period of six (6) months. In the event the employee secures alternative employment within this six (6) month extension period, the aforementioned benefits will cease. It is the responsibility of the employee to advise the Company promptly when he/she secures other employment.

8.5.5 Re-engagement of Laid-off Employees - When full-time vacancies occur, the Company agrees to re-engage in the order of Company seniority former employees who have been laid off for a period not exceeding one (1) year, provided the employee possesses the occupational qualifications to fill the vacancy. In the event that the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure. The Company further agrees to give preferential consideration to the re-engagement of such former employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding one (1) year.

An employee who bumped into a lower rated classification in accordance with Article 8.5.1 shall

retain first recall rights to the employee's previous classification when a vacancy occurs therein.

8.6.1 Notice of Re-engagement - The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing by registered mail to the employee's last known address. The employee must notify the Company of the employee's intention within seven (7) days.

8.6.2 Retain Seniority - Employees who are unable to return to work for just and sufficient cause within the said seven (7) day period, upon presentation of their case to the Union and the Company, may retain their seniority and will become the next available employee on the re-hiring list.

8.7 Computation of Seniority After Interrupted Service - In the event an employee with more than one (1) year's seniority is laid off or transferred to a position within the Company not covered by this Agreement:

- (a) continuity of service for the purpose of seniority shall be considered unbroken if the employee returns to the status of an employee within one (1) year, or,
- (b) if the laid-off employee returns to the status of an employee after one (1) year has elapsed, seniority upon return shall be that which the employee had on the effective date of such layoff or transfer.

ARTICLE 9

Jurisdiction, New Equipment and Methods

9.1 Only employees under this Agreement as provided hereinafter shall perform all the duties related to: the maintenance of the Company's property; the preparation, administration, audition and the broadcast, rehearsal and preparation of the Company's originated television programs, the operation, installation, set up, assembly, modification and maintenance of all equipment used, owned, rented, leased or obtained by the Company; or any equipment obtained in the future to replace or supplement such equipment.

(a) Notwithstanding anything to the contrary contained in this Agreement, it is agreed that the provisions of this Article 9 shall not be applicable to Agincourt Productions Inc. or its subsidiaries or to any subsidiary company of the Company, except as specifically set forth in Letters of Agreement Nos. 1 and 2 annexed hereto.

The Union acknowledges and agrees that it does not represent any employees of Dome Productions Inc. and Exploration Production Inc., or any of their subsidiaries, which companies are separated and apart from the Company. The Union further acknowledges that it has no claim to any work or undertakings of Dome Productions Inc. and Exploration Production Inc., or to any of its subsidiaries.

- (b) For the purposes of this Article, programs produced by the Company and Company originated television programs shall mean those productions and/or programs that are subject to the exclusive creative, financial, and production control of the Company.
 - (c) CEP acknowledges that the Company shall have the right to assign, but shall be under no obligation to assign, employees to productions produced by any other company, including independent third party producers, Agincourt Productions Inc., or any subsidiaries of either Agincourt Productions Inc. or CFTO-TV (a division of CTV Television Inc.). In the event of an assignment by the Company, the terms of the Collective Agreement shall be binding on the Company, CEP and the employees so assigned. However CEP acknowledges that the Company shall have the right to grant leaves of absences to employees to allow employees to work on productions other than those of the Company, and in such cases, a leave of absence shall not constitute an assignment by the Company and the terms of the Collective Agreement shall not apply.
- 9.2 Assigning Work** - The Company agrees that it will not transfer or assign any work or functions covered by this Agreement to any other person, except it is agreed that the Company shall not be required to alter existing methods or practices where certain personnel occasionally perform some duties performed by employees in the bargaining unit. It is agreed that the

provisions of this section shall not be used to avoid filling a vacancy or recalling an employee on layoff, or to cause a layoff of an employee in the bargaining unit, or to avoid the payment of overtime or penalties as stipulated in this Agreement.

- *(a)** Notwithstanding Article 9.2 certain non-union employees employed in the TSN Programming Department and the NHL Network, as part of their daily job duties, regularly use the equipment located within the TSN newsroom. The Company shall not be required to alter existing methods and practices where certain personnel perform duties performed by employees in the bargaining unit provided such personnel shall not be used to displace or replace bargaining unit personnel nor to avoid filling a vacancy or to avoid the payment of overtime or penalties as stipulated in the collective agreement.

9.3 Three Divisions - For purposes of jurisdiction the bargaining unit shall consist of three (3) separate Divisions:

1. Operations 2. Office 3. News

9.3.1 Operations Division Jurisdiction - The following duties relating to the broadcast, rehearsal and preparation of the Company's originated television programs and maintenance of the Company's property shall be performed by employees in the Operations Division of this Agreement if performed on premises owned and/or operated by the Company and on location

in Canada [except as provided for in Article 9.3.1 (e)] and when so assigned on foreign location.

- (a)** Only employees under this Agreement in the Operations Division, except as outlined in (b), shall operate, install, set-up, assemble, modify and maintain all equipment used, owned, rented, leased and obtained by the Company; or any equipment obtained in the future to replace or supplement such equipment.
- (b)** Operations and Engineering Management may use technical equipment in the execution of their normal job function insofar as they do not displace an employee, avoid filling a vacancy or avoid payment of overtime or penalties in the bargaining unit.
- (c)** For the purposes of this Agreement, equipment shall mean that used in transmitting control and/or conducting audio and video signals (in the analog or digital domain), and/or radio frequencies and signals for use in broadcast, closed circuit broadcast, rebroadcast, pickup relay, audition, rehearsal, recording, and/or on-air playback. The aforesaid jurisdiction shall include the following:

 - i)** The optical equipment physically associated with the above and used in TV live, film or recorded programs, slides, opaque pictures or other forms of pictures.
 - ii)** The equipment used to project through the TV system, and the equipment used for technical inspection and

evaluation of film, slides, opaque pictures or other forms of pictures.

- iii)** The sound effects equipment and facilities used to create aural illusions.
- iv)** Electronic video and audio recording equipment used in connection with live broadcast, recording, re-recording, editing and playback.
- v)** The equipment referred to in Article 9.3.1 (iv) shall include ENG Camera packages operated by ENG Camera persons.
- vi)** The devices used to convey information or direction to performers in a television production, when such device is mounted on a TV camera.
- vii)** The video tape equipment utilized in connection with any process using electronic methods, wholly or partly for the storage and reproduction of video information and other signals pertaining thereto. This shall be expressly applicable to videotape or any substitute thereof but not including motion picture film.
- viii)** The Lighting Director shall be the only person who may direct personnel in connection with the handling and placement of lighting equipment on any production. On all productions which require changes or adjustments in lighting, at least one (1) Lighting Director shall be assigned to direct the lighting. Notwithstanding this Article, it is recognized that an

EFP or ENG Camera person may set up and operate a portable lighting package to a maximum of three (3) lights.

The aforesaid jurisdiction shall apply in the following circumstances:

- 1) Programs produced by the Company which are recorded or pre-recorded.
- 2) The Company agrees that it will not assign programs to be pre-recorded or recorded to an affiliate for the sole purpose of depriving the employees under this Agreement of the jurisdiction set forth herein.
- (d) In Toronto, the feeding, recording, editing and shooting of all news material may be carried out by qualified members of Local 79M or 720M. This will not result in a reduction of work or in a reduction in the number of employees within the operations division working as Video Editor (I) or ENG Camera. Distribution of all other material to the network (other than news material contained within this sub-clause d.) will remain the responsibility of the operations and engineering departments.
- (e) Install, set-up, operate and maintain Company owned or rented equipment used in the performance of the duties outlined in this Agreement or any equipment obtained in the future to replace such equipment when used on the Company premises or Company locations, except at locations where other unions have an effective

collective bargaining agreement in written form covering the job functions of the bargaining unit. For the purpose of this Article, Company origination shall mean – live or pre-recorded broadcasting, live or pre-recorded studio production, on-the-air playback, rehearsal, Studio audition and closed circuit transmission as related to the bargaining unit.

- (f) Lighting equipment including dimmer boards, lighting effects, reflector boards, portable power generator equipment and related equipment for use in studio or on location shall be handled by Staging Electricians or Maintenance Electricians only. Power hookups on remote assignments shall be made only by licensed electricians, or by Supervising Maintenance Technicians as per Article 14.11.2. Except that, the "Utility" classification may handle lighting equipment provided that at least one (1) Staging Electrician or Electrician is working in the studio on the same assignment.
- (g) Design, build, make, decorate and repair, as assigned and prepare sketches, drawings and mock-ups of; sets, scenery, set properties, special effects, costumes, graphic material and erect scaffolding.
- (h) Arrange, set-up, operate, handle, transport and keep up; wardrobe, costumes, make-up, set scenery, set properties, set dressings, drapes, projection screens on set, titling drums, titling machines and graphic cards. Set-up equipment for the accommodation of musicians,

performers and audience, for example; musical instruments, music stands, prompting and cueing devices, chairs, tables and risers. Arrange, set up, operate, handle, transport and keep up visual effects equipment; devices seen on camera which are used to notify performers and audiences of information about the program, such as time or result, including lights integral to such devices; and lights appearing on camera including their wiring and maintenance. Arrange prefabricated wiring in staging and design elements.

- (i) Arrange for and participate in the audition of talent, obtain and make scripts, time programs, co-ordinate program flow and generally assist program and commercial Producers and Directors in pre-production, production and post-production.
- (j) Maintain and handle records, tapes, sheet music, files, etc., for Music Library purposes. Dub, record or tape where necessary when related to or used in conjunction with film or tape, except when used in the Newsroom operation.
- (k) Carry on building maintenance, including minor air conditioning and electrical maintenance, boiler room duties and maintenance of the structure itself but not janitorial duties except in the studios and shop areas.
- (l) Maintenance of grounds and operation of equipment for above duties.

(m) Receive, check and record incoming and outgoing goods. Pickup and delivery of goods in Company trucks where the equipment or goods transported fall within the jurisdiction of the bargaining unit.

9.3.2 Office Division Jurisdiction - The Company agrees to continue the present practice of assigning duties relating to the preparation, administration and supervision of the Company's television programs and productions to employees as classified in the Office Division, under this Agreement.

9.3.3 News Division Jurisdiction - The Company agrees to continue the present practice of assigning duties relating to the editorial operations directed towards the production of news broadcasts only to employees in the News Division. However, it is agreed that the News Directors, Producers and Managers shall continue to perform their duties to the extent such work was performed on the date of signing this Agreement, and provided further such excluded personnel shall not be used to displace or replace bargaining unit personnel nor to avoid filling a vacancy in the bargaining unit.

(a) **Exception to Operations Jurisdiction** - Reporters/Writers, Writers, Videojournalists and Editorial Assistants may operate the source machine for the purpose of cueing tape in preparation of editing, provided they do not interfere with the work performed by the editor/operator and provided they do not displace

a bargaining unit employee or avoid filling a vacancy in the bargaining unit.

9.4 New Equipment and Methods - 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 within the bargaining unit herein set forth.

9.4.1 Notice of New Equipment and Methods - It is agreed that the Company has the right to introduce and use new or modified equipment, machinery, apparatus, processes, methods and/or types of equipment. The Company shall, at least sixty (60) days prior to such introduction, advise the Union of the proposed changes. Notwithstanding anything to the contrary in this Agreement, any employee who has received notice under Article 8.5.2 of a proposed layoff because of the introduction and use of such new or modified equipment, machinery, apparatus, processes, methods, and/or types of equipment may, prior to the effective date of the proposed layoff, elect to resign and receive severance pay equal to one (1) week's basic pay for each four (4) months of continuous service with the Company, pro-rated to the nearest full month of employment. The above severance payment shall be

deemed to include any severance payment required pursuant to any statute.

- (a) It is agreed that an employee who is to be laid off due to technological change has the right to invoke his seniority and bumping rights as contained within the Collective Agreement.
- (b) An employee laid off due to technological change shall receive Benefits in accordance with Article 8.5.4.

9.5 United States Assignments - The Union hereby grants a standing waiver of Article 9 on assignments in the United States of America when the Company has made every reasonable effort to obtain labour and immigration clearance for its employees covered by this Agreement and has been refused such clearance. The parties hereto undertake to attempt to obtain an agreement with the unions concerned and the Canadian and American Immigration Authorities which will allow the interchange of crews between the U.S. and Canada.

9.6 Notwithstanding any provision set out in Article 9, the Union agrees that the Company shall not be limited in any way in assigning work to employees so that they may be required to work in either of or both CFTO-TV or CTV Specialty Television Enterprises Inc. And where the existing shift pattern and practices of the assigned work area shall be adhered to.

ARTICLE 10
Employee Benefits

10.1 Sick Leave - A full-time employee who is incapacitated for duty through illness shall be paid for the time off from work for such illness or accident for up to one hundred and eighty-two (182) days. Should such illness or accident exceed this one hundred and eighty-two (182) day period, the employee must apply before the expiry period for Long Term Disability Benefits. Sick leave with pay may not apply to an employee during the first three (3) months of employment.

Sick leave will not be paid in excess of a total of one hundred and eighty-two (182) days for the same illness where the occurrence is separated by less than thirty (30) days.

- (a) For every absence, the Company will require that the employee complete the Sick Leave Declaration Form. Additionally, the Company may require a doctor's certificate or may require medical consultation with the Company's doctors. The employee's doctor shall be required to complete the Confidential Medical Form. It is understood that the Company will pay for the Confidential Medical Form if requested by the Company and for any other reports or certifications required by the Company.

- (b) At its time and expense it is agreed that the Company may require an employee to undergo a medical examination by a qualified practitioner acceptable to the employee and Company. This may be required when it is necessary to establish the state of health of a particular employee in order to determine the employee's eligibility for sick leave benefits. Once all of the medical documentation has been reviewed, the employee will be advised whether he/she is well enough to work. If the employee so requests in writing, the results of any such examination will be conveyed to the employee's personal physician. It is understood that without the express written approval of the employee, confidential medical information may not be provided to others. In the event that the employee and the Company cannot come to an agreement regarding the choice of a medical practitioner, the Company will supply the employee with a list of three (3) medical practitioners from which the employee must choose. Notwithstanding the foregoing, it is understood that the Company shall be entitled to receipt of information as to whether an employee is well enough to return to work.

10.1.1 Calling in Sick - Employees shall give as much notice as possible when calling in sick to those persons responsible for their scheduling, with a minimum of one hour prior to the start of their scheduled tour of duty, except those employees

covered under the Office Division; they shall call in no later than the start of their tour of duty.

10.1.2 Impact on Vacation - Absence because of illness or incapacity shall not interrupt an employee's vacation credits for a period of up to one hundred and eighty-two (182) days only.

10.1.3 L.T.D. Time Schedules - Except for those incapacitated by a work related illness or injury, employees who are absent due to illness or incapacity for a period of one hundred and eighty-two (182) days and, who do not qualify for the Long Term Disability payment in the Company Plan, shall be deemed to have voluntarily quit their employment with the Company.

It is the responsibility of employees to make application to the Insurance Company prior to the expiry of the Company's one hundred and eighty-two (182) days full pay under the Sick Leave policy provisions. The Company will advise the employee one (1) month in advance of the expiry of the Company's paid sick leave benefit.

Employees who are deemed medically able to return and perform the duties of their former job classification or who are able to return to perform suitable modified employment that may become available and be offered by the Company as part of a Rehabilitation program, must accept such assignment.

Except for those incapacitated by a work related illness or injury, employees who are unable to return and perform the duties of their former job classification or who are unable to return to perform suitable employment that may become available and be offered by the Company, after having been on Long Term Disability for a period of twenty-four (24) months will have voluntarily resigned their position with the Company.

10.1.4 Occupational Accident Program - It is understood that the Company has withdrawn its participation in the Ontario Workers' Compensation program and on January 1, 1993, introduced a new Occupational Accident Insurance Program which supplements the existing Company benefit coverage for all employees in the Bargaining Unit.

The supplemental Occupational Accident Program Insurance Plan which is fully funded by the Company covers the employee for injury or death which is sustained while performing the normal and regular duties which pertain to their Occupation (that one is engaged in for wage or profit on the date of the accident) as assigned by CTV Inc. This includes while on duty, travelling on business for the Company or commuting to or from the employee's place of employment. This coverage is not valid in a designated war zone. Coverage includes the following:

- (a) **A.D.&D. Benefits** - A separate Occupational Accident Death and Dismemberment benefit with a three hundred thousand dollar (\$300,000) lump sum payment that would be payable, in addition to any other insurance benefit to a maximum as set out in the AD&D policies. The amount payable is described in the Table of Losses provision in the Company's benefit booklet. Coverage terminates upon the earlier of termination/retirement or attainment of age 70. Death benefits will be payable to the employee's life insurance beneficiary designation, unless a signed beneficiary designation stating otherwise is on file with the insurer. The employee has the right to change the beneficiary designation at any time, by submitting a written request to the insurance company, subject to any applicable laws.
- (b) **Wheelchair Benefits** - If an employee claims a loss described under the Table of Losses, and the employee requires the use of a wheelchair to be ambulatory, the insurance company will pay up to fifteen thousand dollars (\$15,000) for the following expenses incurred within three hundred and sixty-five (365) days from the accident:
- the one time cost of alterations to the employee's home to make it wheelchair accessible and habitable; and,

- the one time cost of modifications necessary to a motor vehicle utilized by the employee to make the vehicle accessible or drivable for the employee.
- (c) **Part-time/Freelance Employees-** Part-time and freelance employees will be eligible to receive short-term disability benefits equal to seventy percent (70%) of the regular weekly earnings (as defined by the insurer) up to a maximum of five hundred dollars (\$500) per week, for a maximum of twenty-six (26) weeks. The plan will also pay for reasonable and customary medical expenses incurred which are in excess of the provincial plan up to a maximum of fifty thousand dollars (\$50,000).

Employees injured while working for an outside organization (other than for or assigned by the Company) will not be entitled to sick leave benefits under Article 10.1.

- 10.1.5 Travel and War Zone Coverage - Business Travel Accidental Death and Dismemberment Insurance (AD&D)-** The Company will provide coverage during travel and sojourn while on business as assigned by CTV Inc. provided you are traveling to and from a point or points away from the premises of CTV Inc. This coverage is not valid in a designated war zone. Benefit is up to \$100,000 and is based on Schedule of Losses. Coverage terminates upon the earlier of termination/retirement or attainment of age 70.

War Risk Accidental Death and Dismemberment Insurance (AD&D)- The Company will provide replacement coverage for injury or death which is sustained while traveling to and working in (as assigned by the Company) a designated War Zone.

Benefit is up to \$400,000 and is based on Schedule of Losses. Coverage terminates upon the earlier of termination/retirement or attainment of age 70.

War Risk AD&D coverage *replaces* the above noted coverages of Occupational AD&D and Business Travel AD&D which are not valid in a designated war zone.

10.1.6 Disability Coverage as a Result of Travel- A full-time employee who is injured while on duty, travelling on business for the Company or commuting to and from the employee's place of employment; who is unable to perform his own occupation as a result of the employee's injuries, will receive full pay from the Company for a period of one hundred and eighty two (182) days. Satisfactory medical evidence supporting the disability will be required in accordance to 10.1 (b). It is agreed that an employee will submit to a medical examination by a qualified practitioner when requested by the Company, at the Company's time and expense.

- (a) A full-time employee who is injured while on duty, travelling on business for the Company or commuting to and from the employee's place of employment is disabled beyond one hundred and eighty-two (182) days, will apply for the Long Term Disability Benefit Plan. Subject to Article 19.4, employees who are unable to return to perform the duties of their pre-injury employment within a period of two (2) years after the date of injury, and are not medically fit to perform any other work and do not qualify per Article 10.1.6 (b), will have deemed to have voluntarily resigned their position with the Company. While on Long Term Disability resulting from an occupational injury, a disabled employee will continue to be covered by the Company's Extended Health, Life Insurance and AD&D Plans at no cost to the employee.
- (b) For full-time employees who are unable to perform the essential duties of their pre-injury employment, but who are medically able to perform suitable work, the Employer shall offer such employee the first opportunity to accept suitable employment that may become available. While it is understood the Employer will accommodate the work or workplace where practical to the needs of the employee who is impaired as a result of the injury, it is agreed that this accommodation is only to the extent that it would not cause the Company undue hardship. It is the responsibility of the employee to advise the

Department Head immediately and Human Resources within forty-eight (48) hours of the occurrence of a work related accident and to complete the necessary accident claim forms.

- (c) The Company also undertakes that any additional medical costs ordered by a doctor and substantiated by a Company doctor necessary for the rehabilitation of an employee injured at work and not covered by any of the Plans will be paid for by the Company within reasonable limits.

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

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

10.1.9 Maximum Benefit - In addition to the foregoing, it is further agreed that the Company will provide an extra one times annual salary which will be added to the principal sum amount of the present Basic Accident

Death and Dismemberment Insurance, thus providing all full-time employees with Basic Accident Death and Dismemberment Insurance at three times annual salary, subject to a maximum benefit of seven hundred and fifty thousand dollars (\$750,000).

10.2 Maternity & Parental Leave - Illness directly attributed to pregnancy shall entitle an employee to sick leave provided for in Article 10.1.

10.2.1 Maternity Leave - An employee is entitled to and shall be granted a leave of absence from employment as follows:

- *(a)** Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to a total of two (2) weeks of prenatal leave with pay upon commencement of her leave. Additionally, she shall receive six (6) weeks post-natal leave with full pay, payable over three (3) pay periods, upon returning to work on a regular full-time basis.
- (b)** Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted, upon written request, a leave of absence without pay of up to seventeen (17) weeks.

10.2.2 Parental Leave- Every employee who has accrued six (6) months or more of Company seniority is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the Province in which the employee resides. This leave of absence shall start:

- i) On the expiration of any leave of absence from employment taken under Article 10.2.1;
- ii) In the case of a new born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee;
- iii) In the case of adoption, on the day the child comes into the actual care of the employee.

The aggregate amount of leave that may be taken by two employees under Article 10.2.2 with respect to the same birth or adoption shall not exceed thirty-seven (37) weeks.

10.2.3 Adoption Exception- Article 10.2.2 shall not apply in the case of a legal adoption of a spouse's child.

10.2.4 Aggregate Leave - The aggregate amount of leave that may be taken by one or two employees under Article 10.2.1 and 10.2.2 in respect to the same birth shall not exceed fifty-two (52) weeks.

- 10.2.5 Notice of Leave** - Every employee who intends to take a leave of absence from employment under Articles 10.2.1 and 10.2.2 shall give at least four (4) weeks notice in writing to the Company, unless there is a valid reason why such notice cannot be given, and shall inform the Company in writing of the length of leave intended to be taken. Every employee who intends to take or is on leave of absence from employment under Articles 10.2.1 and 10.2.2 shall give the Company at least four (4) weeks notice in writing of any change in the length of leave intended to be taken by the employee, unless there is a valid reason why such notice cannot be given.
- 10.2.6 Reinstatement** - Every employee who takes or is required to take pursuant to the Canada Labour Code a leave of absence under Articles 10.2.1 and 10.2.2 is entitled to be reinstated in the position that the employee occupied when the leave of absence began and, on the expiration of such leave, the Company shall reinstate the employee in that position. Where for any valid reason the Company cannot reinstate the employee in the same position, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.
- 10.2.7 Benefits** - The pension, health and disability benefits and the seniority of an employee who takes a leave of absence under Articles 10.2.1 and 10.2.2 shall accumulate during the entire period of the leave and

during such period the Company shall pay 100% of the cost of the benefits as contained in Article 10.3. Except as herein provided with respect to pension, health, disability and seniority benefits, for the purpose of calculating all other benefits of an employee who takes or is required to take pursuant to the Canada Labour Code leave of absence under Articles 10.2.1 or 10.2.2 employment on such employee's return to work shall be deemed to be continuous with employment before the employee's absence.

10.2.8 Illness During Child Care Leave - If employees become ill during the leave taken pursuant to Article 10.2.1, Maternity Leave or 10.2.2, Parental Leave, they will be covered under the provision of the Company's Sick Leave Policy, provided a certificate from a qualified medical practitioner is supplied. Such payments will be limited to the amounts necessary to maintain the employees' basic weekly rate of pay on an after-tax basis, taking into account any E.I. payments received by the employees.

10.2.9 Legislation- If the prevailing federal legislation changes in regards to Articles 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6 and 10.2.7 the employee shall be entitled to the benefit offered in these Articles as well as any other improvements offered in any new government legislation.

10.3 Medical and Group Insurance - The Company will share the cost of the present benefit plans covering group life, health, and hospital and dental benefits, or the cost of any replacement plan as outlined. The above group plans or replacements will provide benefits no less favourable than those provided at the date of signing this Agreement. Details of the Health Benefits are as documented in the Company's Benefit booklet.

Plan Premiums	Employee Portion	Employer Portion
Basic Group Life Insurance	20%	80%
Accidental Death and Dismemberment	20%	80%
Dental Insurance	20%	80%
Vision Care Insurance	20%	80%
Extended Health Care Benefits	20%	80%
Dependant Life Insurance	20%	80%
Long Term Disability	100%	nil
Short Term Disability. See Article 10.1	nil	100%

10.3.2 Vision Care Plan – The Company agrees to a 100% reimbursement up to a maximum of \$250 per 24 consecutive months for frames, lenses and/or contact lenses. Laser eye surgery will be allowable as a one-time expense up to a maximum of \$250.

10.3.3 Dental Plan –The CTV dental plan, as outlined in the Group Benefit Booklet includes, but is not limited to:

- i) Complete oral examinations, recall oral examinations, preventive services such as polishing once every nine (9) months. (Once every six (6) months for eligible dependent children age 19 and younger.)
- ii) Preventive Services including scaling and fluoride treatment every nine (9) months.
- iii) Endodontic Services including root canal therapy, surgical and emergency services.
- iv) Orthodontic Services including observation, adjustments, orthodontic appliances and major orthodontic treatment.

There is an 80% reimbursement for eligible charges, up to the amount specified in the applicable fee guide; Except for Orthodontic Services which are payable at 50%.

Maximums

- \$500 for the first calendar year of employment,
- \$750 for the second calendar year of employment, and
- \$1500 per calendar year thereafter.

***10.4 Pension Plan** – All new employees thirty years of age or older will be required to join the Company's Defined Contribution Pension plan. All existing employees will be covered under their existing Pension Plan, subject to the terms and/or conditions of

Provincial and /or Federal legislation. Employees in the Pension Plan shall receive annually, an audited statement of their contributions to the end of the calendar year. Union members who are transferred to a different division within CTV Toronto will remain in their current Pension Plan.

10.5 Special Leave - A bereavement leave shall be granted when an employee is required to be absent due to a death in the employee's immediate family on the following basis:

- **5 days** – spouse, children, father and mother.
- **3 days** - legal guardians, brother, sister, mother-in-law or father-in-law, grandparent, grandchild.
- **1 day** - brother-in-law or sister-in-law, grandparent-in-law.

Immediate family shall include common-law relationships of one (1) year or more. Pay for such bereavement leave will be limited to the number of scheduled working days prescribed above which fall within the period immediately following the day the death occurred. This entitlement is not available while an employee is on leave of absence or sick leave.

10.5.1 Emergency Leave - The employer will consider requests for specified leave for emergencies, e.g., birth of a child, critical illness in the immediate family. Such requests will not be unreasonably

denied. However, the payment for such leave will be at the sole discretion of the employer.

- 10.5.2** Employees will endeavor to schedule medical, dental and eye appointments on their own time (eg. days off). Where this is not possible and reasonable notice is given, the Company will re-schedule the employee to accommodate the appointment.
- 10.5.3** In the event that an employee desires leave without pay, he shall apply in writing to the Company stating the reason for such leave. Permission to grant an employee's request for such leave will be at the sole discretion of the Company. An employee on leave without pay may be subject to dismissal if he accepts employment from any source except as provided in Articles 4.6 and 13.2. An employee who has been granted a leave of absence without pay shall continue to accrue seniority to a maximum of one year.
- 10.6** **Jury Duty** - Employees called to serve on juries or to obey a subpoena, shall receive their regular salaries during such periods. Employees will not be scheduled to work evenings or weekends while serving on a jury or obeying a subpoena. If released for the day prior to 12:00 noon on a day while serving on a jury or obeying a subpoena, the employee shall call the company to see if there is a requirement to report to work on that day. Employees shall have the responsibility of notifying the Company upon the

discharge of jury duty of their availability to return to work.

ARTICLE 11

Transportation and Travel Expenses

Zone 1

Zone 1 has an eastern boundary starting at Lake Ontario and Hwy 12, continuing north to Town Line Rd. (at Myrtle Station), then west to Durham Reg. Rd. 5, then north to Stouffville Rd., then west to Hwy 11, then north to King Rd., west to Hwy 50, south to Mayfield Rd., west to Hwy 10, then south to Lake Ontario.

11.1 Travelling Expenses - The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.

11.1.1 Mileage Rate - When employees are authorized to use their own automobile for transportation in connection with their duties, they shall be reimbursed based on the cents per kilometer rate, for Ontario, as published by the Treasury Board of Canada, January 1st of each year. Forty-nine and a half (49.5) cents per kilometer is the 2008 rate.

(a) When an employee on authorized Company business is involved in an accident resulting in damage to their car and the amount of damage cannot be recovered from other person or persons, the Company agrees to

reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of three hundred and seventy-five dollars (\$375.00).

- (b) It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory, and he/she may at their discretion decline to do so.
 - (c) **CFTO Car Insurance-** Should a CFTO News Reporter choose to use their own vehicle for business the employee shall provide Business Insurance Coverage on the vehicle and the Company shall reimburse the employee for the cost differential up to a maximum of three-hundred and fifty dollars (\$350.00) in a calendar year.
 - (d) When employees are required to end a tour of duty due to unscheduled overtime at a time when public transportation is not available, taxi fare will be provided when required by the employee.
- 11.1.2 Miscellaneous Expenses** - On each tour of duty in Zone 1 the designated starting place set by the Company to report to work within the area defined on the map above as Zone 1 will be considered the normal place of employment for that tour of duty. Employees shall receive twelve dollars (\$12) to cover miscellaneous expenses for each tour when assigned to a studio or location outside the premises of CFTO-

TV (a division of CTV Television Inc.) in Zone 1. This payment will not be paid to Reporters/Writers, Videojournalists and ENG Camera persons.

11.1.3 Travel Time Outside Zone 1 - When employees are required to work at a studio or location outside of Zone 1, they shall be credited with all time consumed in transit between CFTO and such studio or location, except as provided in Article 11.4.

The Company shall supply transportation from CFTO and return, and employees shall be advised of the departure time from CFTO.

11.1.4 Parking Costs - The Company, with the agreement of the employee, may authorize the employee to use the employee's car on Company business. For employees authorized to use their cars in the service of the Company, the Company agrees to pay parking costs.

11.2 Definition of Location and Location Expenses -For the purposes of this Agreement, the following definition of "location" shall apply. "Local" location is considered to be any point within Zone 1 as defined in Article 11.1.2.

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

11.2.2 Out of Town Meal Allowance - Employees on "out-of-town" assignments who do not receive a per diem allowance (Article 11.2.3) shall receive a meal allowance for each meal to which the employees are

entitled under the provisions of Article 15 on the following basis:

- Breakfast \$ 9.00
- Lunch 14.00
- Dinner 25.00
- Subsequent 12.00

Provided however that no such compensation shall be paid when such employee is furnished with a suitable hot meal.

11.2.3 Per Diems - Employees on "out-of-town" assignments which require overnight accommodation shall receive a per diem allowance of seventy five dollars (\$75) to cover the cost of meals and incidental expenses for each completed twenty-four (24) hour period. Where meals are supplied, the cost of the per diem allowance shall be reduced by the cost of each adequate meal so supplied at the following rates to a maximum of seventy-five (\$75) dollars.

- Breakfast \$ 14.00
- Lunch \$19.00
- Dinner \$30.00
- Subsequent \$12.00

Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions and will deduct accordingly for any meals supplied.

11.2.4 Accommodations - Employees requiring overnight accommodation shall receive single occupancy first class accommodation equivalent to AAA or CAA Standards at the Company's expense.

11.2.5 Allowable Travel Expenses - Per diem allowances shall be in addition to the following allowable expenses:

- (a) The cost of economy or charter air transportation, rail transportation (chair or parlour car seat) or mid range cost of rental automobile transportation.
- (b) The cost of taxis and airport limousine service between CFTO and the airport, bus station or train station when departing or arriving back from the assignment. The cost of transportation when not supplied from the hotel to the work site and back. All travel arrangements will be made by the Company unless employees are expressly instructed to make their own arrangements;
- (c) The cost of vehicles for the transport of equipment;
- (d) The cost of extra assistance in handling equipment;
- (e) The cost of telegrams and long distance telephone calls required for Company business;
- (f) The cost of laundry on assignments of more than five (5) days;

- (g) The cost of the first five (5) minutes of a telephone call to home base on the first day and ten (10) minutes every third (3rd) day thereafter;
 - (h) The Company shall supply traveler's cheques to employees when estimated travel expenses exceed one hundred and fifty dollars (\$150). Employees shall return all unused funds in the currency issued.
- 11.2.6 Travel Advance** - It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time, and that an accounting of any such expenditure with receipts, will be submitted for approval by the Company within five (5) working days of an employee's return to home base.
- 11.2.7 ENG Camera Expenses-** An employee shall be reimbursed for approved expenses within four (4) working days after an expense voucher has been submitted.
- 11.2.8 Emergency Advance** - When an employee is assigned to an out-of-town assignment with less than twenty-four (24) hours' notice by the Company, the Company shall on request furnish the employee with an advance for emergency disbursements, to be deducted later from the weekly pay. Such advances shall not exceed one hundred dollars (\$100).

11.2.9 Expense Claims- Expense claims for meal payments must be submitted within thirty (30) days of incurring the cost. Expense claims for parking, travel claims, and all general expenses must be submitted within sixty (60) days of incurring the cost. Claims will be disallowed for non-compliance to the time limits unless permission is granted by the department manager for special or unusual circumstances.

11.3 Travelling Conditions - For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company, except as provided in Article 11.4. Such time will be computed:

- (a) from the scheduled time of the carrier's departure, when the employee leaves from the employee's home for travel by common carrier;
- (b) from the assigned hour of departure from the employee's home when the employee travels by automobile direct to the assignment;
- (c) from the time the employee leaves the normal place of employment when the employee reports there before proceeding to travel;
- (d) from the assigned hour of departure from the lodging used by the employee.

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

11.3.2 Vehicle Insurance – The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company when it requests an employee to drive such vehicle.

- (a) The Company maintains the right to purchase and review all driver abstracts.
- (b) Employees required to drive Company vehicles agree to report all incidents of suspended licenses to Management.
- (c) The Company reserves the exclusive right to request driver training.
- (d) Employees must provide proof of a valid driver's license annually.
- (e) Employees who have accumulated nine (9) demerit points or more will be subject to disciplinary action consisting of one of the following:
 - Driver training
 - Reassignment to an available position if qualified as determined by the Company.
- (f) Driving Company vehicles while under the influence of alcohol will result in disciplinary action up to and including termination of employment.

- (g) Non-employees are not covered by Company Insurance and therefore may not ride in Company vehicles without prior written approval.
 - (h) When requested by the Company to provide transportation for specific individuals for Company purposes Corporate Insurance coverage will apply.
- 11.3.3 Scheduled Days Off** - Employees returning from out-of-town assignments which extended over a period of more than ten (10) calendar days shall, at their request, have their scheduled day(s) off assigned immediately upon their return.
- 11.3.4 Time Limit on Days Away** - Employees shall not be required to be on out-of-town assignments in excess of fourteen (14) consecutive calendar days.
- 11.3.5 Condition of Vehicles** - When travel to an assignment in a Company vehicle is required, the employees shall be transported in a safe and comfortable manner.
- 11.4 Travelling - Waiver of Time Credits** - When travelling is on a common carrier between 0800 hours and 2400 hours, local time, a maximum of eight (8) hours of travel time will be credited for that tour of duty. When an employee is scheduled on international travel, and is assigned the responsibility for customs clearance of Company equipment between the point of departure and destination, the employee shall

receive credit for any additional hours should these duties exceed the above eight (8) hours of travel time.

11.4.1 Travelling- Turnaround - The turnaround provisions of Article 14.8 will apply based on local time from the time the employee completes the employee's travel.

11.4.2 Sleeping Facilities - When travel is on a common carrier between 0001 hours and 0800 hours, local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purposes of this section, a single occupancy berth or a business class, executive class 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.

ARTICLE 12
Holidays and Annual Vacation

12.1 Holiday and Holiday Pay - The following shall be paid holidays:

- | | |
|---------------|---------------------|
| New Years Day | Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanks Giving Day |
| Canada Day | Christmas Day |
| Family Day | Boxing Day |
| | 2 Floating Holidays |

Plus any day duly proclaimed by the Federal Government as a public holiday.

12.1.2 Holiday Compensation - Employees shall be compensated for the holidays listed in Article 12.1 in the following manner:

- (a) If the holiday falls on a regular working day and employees are not required to work, the employees shall be paid for the standard work day as scheduled for that week at their basic hourly rate of pay;
- (b) If a holiday falls during a vacation period, it shall be scheduled as a holiday and the employees shall be paid for the standard work day at their basic hourly rate of pay, or receive a day in lieu thereof;
- (c) If the holiday falls on a regular working day and the employees are scheduled to work, they shall receive

three (3) times their basic hourly rate (which includes the employee's basic hourly rate of pay) with a minimum credit of the standard work day as scheduled for that week. Any time worked in excess of the standard work day shall be paid for at three and one-half (3½) times their basic hourly rate of pay;

- *(d)** When a holiday displaces a regular day off, an employee has the right to choose to work one of the following regular days off, provided the Company requires worked to be performed. Overtime will be paid in accordance to Article 14.7, or the employee may receive lieu time in accordance to Article 14.6.4 and 14.6.5. For any of the holidays received in this manner or in accordance with (b) or (c) above, employees at their option may receive a day off at a mutually agreed time and this option shall be indicated on the time sheet for the week in which the holiday occurred. The payment received for each holiday as provided in (c) above shall be reduced by the standard work day's basic pay only for each day taken in lieu as provided herein. When an employee's schedule is based on the alternate work week as per article 14.1.6, the rate of 1.25 days shall be used for the purposes of scheduling earned lieu time. When an employee's schedule is based on the alternate work week as per article 14.1.6 (b), the rate of 1.40625 days shall be used for the purposes of scheduling earned lieu time. An employee leaving the employment of

the Company shall receive unused credits provided herein by direct deposit.

- *(e)** A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday and a tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday. EXCEPTION-All overtime hours accrued after 12am on a holiday shall be compensated at the holiday rate in accordance with Article 12.1.2 (c).
- *(f)** When one of the ten (10) holidays listed above falls on a Saturday or Sunday and the day following is proclaimed a holiday by the Federal and Provincial authorities, the corresponding weekday(s) proclaimed shall be deemed to be the holiday(s) for the purposes of this agreement.
- (g)** When December 25th falls on a Saturday or Sunday where December 26th and 27th are proclaimed as public holidays, the entitlement to holidays for the purposes of this agreement shall be on December 25th and 26th.
- (h)** When January 1st or July 1st falls on a Saturday or Sunday and where the preceding Friday or following Monday is proclaimed as a public holiday, then the entitlement to the holiday for the purposes of this Agreement shall be on January 1st and July 1st.

- 12.1.3 Definition of Floating Holiday** – Two (2) additional days holiday within the calendar year shall be available to the employee having at least six (6) months of continuous service and shall be scheduled at the mutual discretion of the employee and the Company. These floating holidays must be used within the calendar year in which they have been earned and cannot be converted into a cash value and cannot be carried over to a subsequent calendar year.
- 12.2 Scheduling of Christmas and New Year's Holidays-** Before December 1st of each year, the employees will advise the Company in writing of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employees' choice of days off shall be granted on the basis of seniority within the functional group and each employee, if the employee so requests, shall be scheduled off on either Christmas Day or New Year's Day. An employee scheduled off on one of these days shall not be required to work beyond 20:00 hours on the eve of that holiday.
- 12.3 Vacations and Annual Leave** - Employees shall be entitled to and shall receive an annual vacation with pay, or separation pay in lieu thereof, in accordance with the following table:
Probationary employees shall only be eligible to receive earned vacation.

SERVICE DURATION OF VACATION

Seniority as defined in Article 8 at August 31st of each year.

Employees shall move to the next vacation level on their anniversary date of hire.

- 0 – 1 year 1.25 days per month
- 1 – 6 years 1.25 days per month (e.g. 3 weeks per year)
- 6 – 16 years 1.66 days per month (e.g. 4 weeks per year)
- 16 – 28 years 2.08 days per month (e.g. 5 weeks per year)
- 28 + years 2.5 days per month (e.g. 6 weeks per year)

(a) Leave with pay for vacation shall be given employees annually as an earned right at the rate of one and one-quarter (1 1/4) days for each completed calendar month of employment, up to a maximum of fifteen (15) working days [i.e., three (3) calendar weeks] computed as of August 31st of each calendar year.

(b) When an employee has completed six (6) years of Company seniority computed as of August 31st, the employee shall be given vacation as an earned right at the rate of one and two thirds (1 2/3) days for each completed calendar month of employment up to a maximum of twenty (20) working days [i.e., four (4) calendar weeks], computed as of August 31st of each calendar year.

(c) When an employee has completed sixteen (16) years of Company seniority computed as of August 31st, the employee shall be given vacation as an earned right at the rate of two and one twelfth (2 1/12) days for each completed calendar month of employment up to a

maximum of twenty five (25) working days [i.e., five calendar weeks] computed as of August 31st of each calendar year.

- (d) When an employee has completed twenty-eight (28) years of Company seniority computed as of August 31st, the employee shall be given vacation as an earned right at the rate of two and one half (2 1/2) days for each completed calendar month of employment up to a maximum of thirty (30) working days [i.e., six calendar weeks] computed as of August 31st of each calendar year.
 - *(e) When an employee's schedule is based on the alternate work week per article 14.1.6, the rate of 1.25 days (10 hrs) shall be used for the purposes of scheduling vacation time.
 - *(f) When an employee's schedule is based on the alternate work week per article 14.1.6 (a), the rate of 1.40625 days (11.25 hrs) shall be used for the purposes of scheduling vacation time.
- 12.4 Scheduling of Annual Leave** - All portions of an employee's vacation period up to and including two (2) weeks shall be scheduled consecutively, unless requested otherwise by an employee and approved by the Company.
- *12.4.1 Scheduling Preference** - Vacation applications should be limited to two weeks for the peak summer

months (between June 1st and September 30th) and shall be submitted prior to April 1st each year and preference shall be given employees on the basis of bargaining unit seniority, as per Article 8.1, within the functional group. Approved Vacation forms will be returned by April 30th.

Christmas/New Years vacations shall be submitted prior to September 1st each year and preference shall be given employees on the basis of seniority within the functional group. Approved Vacation forms will be returned by September 30th. Any vacations received outside of these dates will be approved on a first come first serve basis.

12.4.2 It is the intent of this Article that the Company may only assign the third, fourth, fifth, and/or sixth week of an employee's vacation outside of the vacation period at a time which is mutually convenient to the Company and the employee.

12.4.3 Vacation Carry Over - For specific purposes (e.g., overseas trips, etc.) an employee may elect to carry over up to two (2) weeks of annual leave from one year to the next subject to Managers discretion which shall not be unreasonably withheld. Employees who wish to carry over a portion of their annual leave shall so indicate in writing at the time the employee requests their choice of annual leave for that year. Irrespective of Article 12.4, an employee shall receive

the total accumulated vacation credited as requested for such special occasions.

- 12.5 Vacation Pay on Termination** - Upon termination of employment, an employee (or the employee's estate in case of death) shall receive accrued vacation pay for each completed calendar month of employment computed from the previous August 31st plus pay for any vacation period previously earned but not taken.

ARTICLE 13

General Matters

- 13.1 Air Credits** - The Company shall give air credits to employees where, in its opinion, credits are merited by their contribution to the performance in accordance with its current policy.
- 13.1.1 Union Seal** - Every video tape recording produced by the Company shall bear the seal of the Union on the tape container.
- 13.1.2 Anonymity** - Employees' credits shall not be used over their protest.
- 13.2 Outside Activities** - The first professional obligation of employees shall be to the employer. Employees shall be free to engage in any activities outside working hours provided such activities do not conflict with the Company's legitimate business interests and provided these services do not interfere with their

services to the employer. This would include but not be limited to service performed for other broadcasting operations, production companies and competing media. Employees have the duty to disclose these activities to their Manager and Human Resources in advance, and in written form if requested. If the company determines that the employee is engaged in activities that are of a conflict of interest, the employee will be required to choose which relationship he/she wants to continue or will be terminated for cause.

- 13.3 Protective Clothing** - The Company shall supply adequate protective clothing and/or safety devices for employees on assignment (e.g., remotes, towers, etc.) where conditions require their use and to supply other special attire when required. The Company shall pay one hundred percent (100%) of the cost of no more than one (1) pair of CSA approved safety footwear to a maximum of one hundred and fifty dollars (\$150) each calendar year, unless proof of special fitting requirements is provided to the Company, for employees in the bargaining unit. The Safety Committee may designate specific areas within the Company where the wearing of safety footwear shall be mandatory.
- 13.4 Hazardous Voltage** - In all operations where hazardous voltage is involved, there shall be in each case another employee present.

- 13.5 First aid kits** under the supervision of the Security Department will be maintained in strategic areas of the building. First aid kits will also be maintained in all Company vehicles.
- 13.6 All ladders** used on electrical outlets must be in compliance with the Canada Labour Code, Part 11.
- 13.7 Motorized Battens** - No employee shall ride on motorized battens.
- 13.8 Portable toilet** facilities will be provided on remote assignments where permanent facilities are not available.
- 13.9 The power machinery** in the carpentry shop will not be operated by any employee unless another person is in the carpentry shop building. The onus is placed on the employee to see that another person is present.
- 13.10 VDT's & CRT's** - The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meet pertinent federal, provincial or Workers Compensation Boards standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.
- 13.11 Health & Safety Committee** - A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of management and the Union, which shall identify potential dangers and

health hazards and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet at least once a month. Notes shall be taken of all meetings and copies shall be sent to the Company and the Union. Time spent on the Health and Safety Committee to attend meetings or inspections will be considered as time worked.

13.11.1 Representation - Two representatives of the Joint Health and Safety Committee, one from management and one from the Union, shall make periodic inspections, as determined by the Joint Health and Safety Committee, of the work place and equipment and shall report to the Health and Safety Committee the results of their inspections. Time spent on such inspections shall be considered as time worked.

13.11.2 Copies of Reports - Copies of all accident and incident reports will be provided to four (4) unit chairpersons of the Joint Health and Safety Committee.

ARTICLE 14

Hours and Scheduling of Work

14.1 Standard Work Week - The standard work week for all employees (other than freelance or part-time employees) shall be forty (40) hours. The standard

work week shall commence at 00:01 hours Monday. The hours of work shall be exclusive of the first meal period, but inclusive of all other meal periods and break periods, except as provided in Article 14.1.4.

14.1.2 Standard Work Day - The standard work day for all employees (other than freelance or part-time employees) shall be eight (8) hours.

14.1.3 A tour of duty whereby 50% or more, is scheduled after 12:00 midnight or before 0600 hours, shall be considered an overnight assignment.

***14.1.4 Inclusion of Meals & Break Periods** - The hours of work for the Office Division employees, News Division employees, Transmitter and Master Control personnel, ENG Camera persons, News Librarians, TSN Story Editors, TSN Story Associates, TSN Archivists and TSN Associate Producers shall be inclusive of all meal and break periods.

14.1.5 Summer Schedule - The Company may, subject to Departmental requirements, schedule employees in the Office Division on a summer hours schedule from June 15 until Labour Day consisting of Monday to Thursday 8:30 a.m to 5:00 p.m and from 8:30 a.m to 1:15 p.m on Fridays exclusive of a meal period.

14.1.6 Alternate Work Week and Work Day - Notwithstanding Article 14.1 and Article 14.2, an employee may be scheduled on a four (4) day work

week consisting of a ten (10) hour tour of duty for each day in that work week. The standard work day provided in Article 14.1.2 shall be ten (10) hours in such cases, exclusive of the first meal period but inclusive of all other meal periods and break periods. The third day off in the work week resulting from this Article shall be scheduled consecutive to the two (2) consecutive days off provided in Article 14.2.

- ***(a)** Notwithstanding Article 14.1 and 14.2, an employee may be scheduled on 11.25 hour shifts, subject to Article 14.1.7, exclusive of the first meal period, but inclusive of all other meal periods. Employees shall not be scheduled more than four (4) 11.25 shifts in one week and no more than seven (7) 11.25 hour shifts in any two week period.

14.1.7 Agreed Schedules - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard workweek or standard workday. To this end, the Company will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 will be modified as required. Any such agreements will be put in writing and signed by all affected employees, the Company and the Union. However, such agreed upon schedules may be reverted to the normal workweek by either the Company or the Union giving reasonable notice prior

to the week in question. This return to the normal workweek will be made at the earliest possible date.

14.1.8 Cross Over Schedules – When an employee is required to crossover into a different work area the existing shift patterns and practices of the assigned work area shall be adhered to.

14.2 Days Off - There shall be two (2) consecutive days off. These two (2) days off may be in separate work weeks, i.e., Sunday and Monday. The Company shall make every effort to schedule the two (2) consecutive days off on weekends as frequently as possible. In any event, days off shall include both Saturday and Sunday at least three (3) times in each calendar quarter, excluding the weekends scheduled off during vacation periods. Employees at their option may agree to waive the scheduling of the minimum number of weekends off.

14.2.1 Scheduling of Four Days - The extra day off in a scheduled four (4) day, forty (40) hour week is defined as twenty-four (24) hours only and is to be scheduled consecutive to the two (2) scheduled days off provided in Article 14.2. Should an employee work on this third day off in the work week, such employee will be paid in accordance with Article 14.7(c).

- 14.2.2 Non Consecutive Work Days** - The scheduled days in a work week need not necessarily be consecutive, they may be separated by the consecutive days off.
- *14.2.3 Length of Day Off or Day in Lieu** - A scheduled day off, or a day in lieu, shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours in accordance with the provisions of Article 14.8. The turnaround period for 11.25 hour shifts is ten (10) hours.
- 14.2.4 Holiday on Day Off** - Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.
- 14.2.5 Eight Day Limit** – The Company agrees to work with employees to strike the optimum balance between maximizing the number of weekends off and reducing the number of consecutive days worked. However, regularly posted work schedules for employees shall not require them to work more than eight (8) consecutive days, following which they shall be scheduled for at least two (2) consecutive days off. When an employee recognizes that they have been scheduled for more than eight (8) days in a row they will make an effort to notify scheduling to give the Company an opportunity to change the employee's schedule; however it is ultimately the responsibility of the scheduling department to ensure that employees are scheduled correctly.

14.3 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day and not including any time worked as a result of a call-back as per Article 14.9, with a minimum credit of the standard work day calculated to the end of the last quarter (1/4) hour in which work was performed; provided if the tour extends past midnight it shall be considered as falling wholly within the day in which it starts.

14.4 Posting of Schedules - It is agreed that each employee's weekly schedule shall be posted as early as possible but in no event no later than 13:00 hours Wednesday, two weeks prior to the week in question. Each weekly schedule will clearly show daily starting times, finishing times, meal period(s) times and days off. Following 13:00 hours Wednesday of the week prior to the week in question, there shall be no changes in days off without the employee's consent. Scheduling shall be done by the scheduling department. All scheduling changes shall also occur through the scheduling department. The Office Division shall not require a weekly-posted schedule if it is a regular work schedule. Any variations in the work schedules or scheduled overtime and changes thereto shall be done in accordance with the scheduling provisions of this Agreement.

- 14.4.1 No Reduction** - After this posting, there shall be no reduction in the number of hours scheduled for any day in that week without notice being given by 1300 hours of the employee's last working day prior to the day in question. If such notice is not posted, the employee shall be credited with all hours originally scheduled plus any additional hours, and the employee shall be compensated at the basic hourly rate for each such hour not worked.
- 14.4.2 Refusal to Work on Day Off** - Following 13:00 hours Wednesday of the prior week, an employee may refuse to work on a scheduled day off once the schedules have been posted; however, if all qualified employees in that classification who could be reached refuse to work, the Company may assign the work to any qualified employee in the inverse order of seniority.
- 14.4.3 Starting and Finishing Times** - The provisions of Articles 14.4 and 14.5 with respect to scheduling of starting and finishing time (but excluding days off), will not be applicable to employees scheduled on location or major studio productions. On those occasions starting and finishing times shall be assigned as early as possible but not later than the end of the tour of duty the day before for continuing work on the location or major studio production. If such notice is not given, the employee's tour of duty for the next day shall be deemed to commence at 0900 hours. In the event that the employee is subsequently

required to report for duty prior to or later than 0900 hours, the employee shall be credited with the standard work day beginning at 0900 hours plus any additional hours worked.

14.4.4 Union Access to Schedule - A designated Union Representative shall be given access to the work schedule, which shall be kept on file by the Company, and if any issue arises, shall have access to the time record, upon reasonable notice to the Company.

14.5 Change of Schedule - Notice of change of starting and finishing times shall be given no later than 1300 hours 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, the Company will notify the employee directly. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours, and the employee shall be compensated at the basic hourly rate for each such hour not worked.

14.5.1 Notice of Start Time - Prior to going on leave of five (5) days or more, an employee shall be advised in writing of his time to report back to work. The starting time, may however, be rescheduled provided that the Company is able to reach the employee directly by

1700 hours of the day prior to the employee's return to work.

- 14.5.2 Return To Work After Sick Leave** - It is the responsibility of employees to report to those persons responsible for their scheduling or their Supervisor when they will be able to return to work due to being absent on sick leave and to ascertain their schedule for their return.
- 14.5.3** It is the intent of the foregoing to ensure that employees shall be apprised of their daily work schedule at the earliest possible time.
- 14.5.4 Scheduling Provisions Out-of-Town Bureau Reporter/Writers** - It is recognized by the Company and the Union that the out-of-town Bureau Reporter/Writers located outside of Toronto, (e.g., Montreal and Ottawa) are on a self-assigning basis and it is not the intention of the parties to alter the present practice in this respect. Therefore the provisions of Article 14 - Hours and Scheduling of Work shall not apply, with the exception of the following Articles: **14.1, 14.2, 14.2.1, 14.2.2, 14.5.1, 14.5.2, 14.7, 14.7.1, 14.7.2**, which shall apply to these employees. Furthermore, Article 15 - Break Periods and Meal Periods, shall not apply to these employees as it is understood that they will take their meal periods and break periods at a convenient time that will not interfere with the efficient operation of the News Department. In lieu thereof, these employees

shall receive one and one-half (1½) times their basic rate of hourly pay for all hours in excess of forty (40) hours in a work week as defined in Article 14.1. Should the hours of work exceed sixty (60) hours in a work week the employees shall receive two (2) times their basic hourly rate of pay for these additional hours of work.

14.6 Overtime Computation - It is the intent of the Company to have overtime evenly distributed within a department. To this end employees wishing to be available for overtime should notify the scheduling department accordingly. All time worked in excess of the standard work day shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee. Should the hours worked exceed twelve (12) hours in a day, time worked in excess of twelve (12) hours will be paid at two (2) times the hourly rate of the employee. Should the hours worked exceed sixteen (16) hours in a day, time worked in excess of sixteen (16) hours will be paid at two and one-half (2½) times the hourly rate of the employee.

RECAP**Article 14 - Overtime Rates**

<u>Hours Worked</u>	<u>Rate</u>
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8 hour Standard Work Day

0 - 8	Basic
8 - 12	1½ Basic
12 - 16	2 Basic
Over 16	2½ Basic

10 hour Standard Work Day

0 - 10	Basic
10 - 12	1½ Basic
12 - 16	2 Basic
Over 16	2½ Basic

***11.25 hour Standard Workday**

0 - 11.25	Basic
11.25 - 14	1 ½ Basic
14 - 16	2 Basic
Over 16	2 ½ Basic

14.6.1 Minimum overtime shall be computed in fifteen (15) minute segments.

14.6.2 Authorization - All overtime shall be authorized only by a representative of Management.

14.6.3 Payment for overtime work shall be made not later than four (4) calendar weeks following the end of the week in which such overtime work occurred.

***14.6.4** Employees who work overtime may, at their option, bank that time in lieu, to be taken at a mutually agreed time, at the appropriate overtime rate. This option shall be indicated on their time sheet in the week in which the overtime occurred. An employee leaving the employment of the Company shall receive unused credits provided herein by direct deposit.

***14.6.5** Employees who bank overtime or Statutory holidays in accordance to Articles 12.1.2 (d), 14.6.4 or any other Article shall not accumulate more than one hundred and sixty (160) banked hours. Employees who currently have more than one hundred and sixty (160) banked hours will have until the end of this agreement to use the excess time or be paid out.

14.7 Work on Scheduled Day Off (WODO) - When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

***(a)** If work is performed on one (1) day off in a week, time and one-half (1½) the basic hourly rate of pay computed separately from the work week, for all hours worked, with a minimum of eight (8) hours being credited. For work performed between eight (8) hours and twelve (12) hours, two (2) times the basic hourly rate of pay shall be paid and for work in excess of twelve (12) hours, two and one-half (2½) times the

basic hourly rate of pay will be paid. For a standard ten (10) hour work day the schedule in 14.7 (f) shall apply. For a standard 11.25 hour work day the schedule in 14.7 (g) shall apply.

- (b) With the consent of the employee, the Company may assign an employee to a four (4) hour shift for work performed on a day off. On the first day off, the employee will be compensated at time and one-half (1½) for the first four (4) hours. Any additional hours assigned shall be paid at two (2) times the basic hourly rate calculated to the end of the last hour in which work was performed up to a total of eight (8) hours, increasing by one (1) times the basic rate every four (4) hours thereafter. On the second day off, the employee will be compensated at two (2) times the basic hourly rate for the first four (4) hours. Any additional hours assigned shall be paid at two and a half (2 1/2) times the basic hourly rate calculated to the end of the last hour in which work was performed up to a total of eight (8) hours, increasing by one (1) times the basic rate every four (4) hours thereafter. Turnaround will not apply where an employee is assigned to a four (4) hour shift.

In the event of a four (4) hour assignment, the Company will give preference to employees on their scheduled day off over freelance employees, provided that the employees advise the Company in advance of their availability in writing and the employee is available for the assignment. The preference shall not

be given in cases of serious time constraints or where news coverage may be jeopardized. In the event that neither an employee nor a freelance employee is available to work a four (4) hour shift and the Company wishes to fill this assignment, the provisions of Article 14.7 (a) shall apply.

- *(c)** If work is performed on either of the second or third day off in the week, having worked the first day off, then double time (2) of the basic hourly rate of pay shall be paid for all hours worked on either or both days, with a minimum of eight (8) hours being credited. For work performed between eight (8) and twelve (12) hours, two and one-half (2½) times the basic hourly rate of pay to the employee shall be credited. All hours in excess of twelve (12) hours in that day shall be paid for at three (3) times the basic hourly rate of pay. For a standard ten (10) hour work day the schedule in 14.7 (f) shall apply. For a standard 11.25 hour work day the schedule in 14.7 (g) shall apply.
- (d)** When the days off are in two consecutive work weeks and work was performed on an adjacent day off in the previous week, then the work performed on contiguous days off shall be paid for as in (c) above.
- (e)** Should employees be required to work on their first and second day off in a scheduled workweek and are asked and agree to work on their first day off (3rd day

off) in the following week, then the rate of pay in (c) shall apply. The same would apply for a second day off (4th day off) in the following week. Employees have the right to refuse as per article 14.4.2.

**Recap - Work On Days Off
8 HOUR STANDARD WORK DAY**

	1st DAY OFF	2nd DAY OFF	3rd or SUBSEQUENT DAYS OFF
		Having worked one day off	Having worked one day off
0-8 HOURS	1 1/2 Basic	2 Basic	2 Basic
8-12 HOURS	2 Basic	2 1/2 Basic	2 1/2 Basic
OVER 12 HOURS	2 1/2 Basic	3 Basic	3 Basic

(f) 10 HOUR STANDARD WORK DAY

	1st DAY OFF	2nd DAY OFF	3rd or SUBSEQUENT DAYS OFF
		Having worked one day off	Having worked one day off
0-10 HOURS	1 1/2 Basic	2 Basic	2 Basic
10-12 HOURS	2 Basic	2 1/2 Basic	2 1/2 Basic

OVER 12 HOURS	2 1/2 Basic	3 Basic	3 Basic
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***(g) 11.25 HOUR STANDARD WORK DAY**

	1st DAY OFF	2nd DAY OFF	3rd or SUBSEQUENT DAYS OFF
		Having worked one day off	Having worked one day off
0-11.25 HOURS	1 1/2 Basic	2 Basic	2 Basic
11.25-14 HOURS	2 Basic	2 1/2 Basic	2 1/2 Basic
OVER 14 HOURS	2 1/2 Basic	3 Basic	3 Basic

14.7.1 Encroachment On Day Off - Where a tour of duty commences on a regularly scheduled work day and extends into a scheduled calendar day off, the employee shall be paid an additional one-half (1/2) of the employee's basic hourly rate of pay for work performed into the scheduled calendar day off. In this case the turnaround shall be reduced by the hours of work performed on the scheduled calendar day off and the provisions of Article 14.7 (a) and (c) regarding minimum work day shall not apply.

14.7.2 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 1300 hours of the previous day. If such

notice is not given, the employee shall receive four (4) hours' pay at one (1) times his basic hourly rate of pay, computed separately from the work week.

***14.8 Turnaround Period** - A turnaround period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty. When an employee is working an 11.25 hour shift pattern the turnaround period shall be ten (10) hours.

14.8.1 Encroachment on Turnaround Period - All time worked which encroaches on the turnaround period shall be paid for at an additional one-half ($\frac{1}{2}$) the employee's basic hourly rate computed separately from the work week except as provided in Article 14.8.4.

14.8.2 Turnaround Penalty - In the event that a turnaround period is less than eight (8) hours in duration, an additional compensation of fifteen dollars (\$15) shall be paid to the employee.

14.8.3 Continuous shift - In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous. Should this occur, the Company agrees that:

- (a) A hotel room will be provided to a maximum of one hundred and fifteen dollars (\$115) per night upon submission of receipts; OR

- (b) Return cab fare to the employee's home and back to CTV Agincourt where the return trip does not exceed one hundred and fifteen dollars (\$115).

14.8.4 Exceptions - No payment shall be made for the following encroachments:

- (a) In cases where employees are released prior to their scheduled start, or finish time of their tour of duty, encroachment on the turnaround period will be computed from the time of their release and/or the time of their resumption of work;
- (b) When employees are on a regular rotating shift pattern, which occurs in conjunction with their days off, or when employees have sixty (60) hours or more off (48 hours plus 12 hours turnaround) between tours of duty;
- (c) On a shift where employees are released from duty to attend negotiation or grievance or arbitration meetings with the Company;
- (d) On a call back as per Article 14.9.

14.9 Call-Back - When employees are called back to work after a completed tour of duty and prior to the starting time of their next tour of duty, the employees, excluding ENG Camera persons, shall be paid at the rate of two (2) times their basic hourly rate of pay for actual time worked with a minimum credit of four (4) hours. ENG Camera persons shall be paid at a rate of

one and one-half (1½) of their basic hourly rate for their first four (4) hours of call-back and at the rate of two (2) times their basic hourly rate of pay for each additional hour worked or part thereof after the first four (4) hours.

14.9.1 Call-back is applicable when at the time of the call-back it is not expected the work will extend into the next tour of duty and only applies when the work being performed is required between tours of duty on consecutive calendar days or on the calendar day prior to days off, holidays and annual leave.

14.9.2 Right to Refuse - An employee may refuse to work on a call-back. However, in the event all available employees who normally perform the duties required refuse, the Company may assign the work to anyone of the employees in the group who normally perform these duties.

14.10 Night Differential - Employees shall be paid a night differential of twenty-five percent (25%) of their basic hourly rate, computed separately from the work week for work performed between the hours of 0001 hours and 0700 hours. Night differential shall not be deemed overtime or part of the basic pay.

14.10.1 No night differential will be paid on a call-back as per Article 14.9.

14.11 Temporary Upgrading - In the event that an employee is temporarily assigned to perform work of

a higher classification than that to which the employee is permanently assigned, the employee shall be paid twenty dollars (\$20) per tour of duty providing that the work was performed. Except however, in the event that an employee is temporarily assigned to perform work of a supervisory classification, the employee shall be paid forty dollars (\$40) per tour of duty providing that the work was performed. This clause shall not be used for the purpose of reducing or preventing the increase in the number of employees in the job function to which such employee is being upgraded. At the time of the assignment to a higher classification, an employee shall be verbally advised of the temporary upgrading. In addition, Temporary Upgrading at the rate of twenty dollars (\$20) per tour of duty shall apply when, within a single shift, an employee is temporarily assigned to perform work of a higher classification in addition to the work the employee regularly performs providing that the work was performed.

- (a) Technical Directors at the Wage Group 5 level who received twenty (\$20) dollars per tour of duty to work at any of the CTV network or station positions in Megamaster shall have their 2007 total upgrade earnings “red circled”. This amount will be calculated and paid on a bi-weekly basis starting on the date of ratification of this agreement and continuing until December 31st, 2010. This shall not apply to

employees undergoing training. Camera operators at the Wage Group 4 level who are assigned to operate the Stedi-Cam shall receive twenty dollars (\$20) per tour of duty.

14.11.1 Meal Period Exception- When an employee temporarily relieves another employee in a higher classification for a meal period not exceeding one (1) hour in any tour, they shall receive five (\$5) dollars for each meal period relieved.

14.11.2 Power Hook-ups - It is understood that power hook-ups shall only be performed by licensed electricians on remote assignments, or by Supervising Maintenance Technicians.

14.11.3 Temporary Upgrades - It is understood that any employee assigned as per Article 8.3.1 (a) may be required to perform more than one function within a single shift. In the event that, within a single shift, an employee is temporarily assigned to perform work of a lower classification or a lateral classification in addition to the work the employee regularly performs, the employee shall be paid ten dollars (\$10) per tour of duty. This clause shall not apply and no additional payments will be made where the work performed is classified in Wage Groups 1 or 2 of the Operations Division, Wage Group 1 of the News Division, when an ENG Camera person performs editing functions in the field or when a Supervising Video Editor (I) performs camera duties in the newsroom.

14.12 Excessive Hours - The Company shall not repeatedly assign excessive hours of work to employees. It is recognized, however, that certain projects may require the continuity of union personnel. Should such a project arise, the Company agrees that when an employee works for eighteen (18) hours or more the Company shall reimburse the employee as follows:

- (a) A hotel room to a maximum rate of one hundred and fifteen dollars (\$115) per night upon submission of receipts; OR
- (b) Return cab fare to the employee's home and back to CTV Agincourt where the return trip total does not exceed one hundred and fifteen dollars (\$115).

14.12.1 Safety - No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice the employee's employment with the Company.

14.13 Travel Time Payment for Educational Functions - Employees assigned to attend educational seminars and training courses out of town shall be paid for travel time at the straight time hourly rate up to a maximum of eight (8) hours per tour of duty. No

penalties under the Agreement shall accrue in respect to the hours spent on course, or travelling to and from the out-of-town location. An employee's scheduled days off shall be assigned on at least one end of a course that runs for five (5) days or more. Should an employee travel on the same day as the course, the combination of travel time and course time for salary purposes shall be limited to a maximum eight (8) hours basic pay per tour of duty.

- *14.14** Employees shall not be required to work more than forty-eight (48) hours in any given work week.

ARTICLE 15

Break and Meal Periods

- *15.1 Break Periods** - Except where craft services are supplied at no cost to the employee, employees covered by this Agreement shall receive two (2) break periods of up to fifteen (15) minutes per tour of duty. It is understood that a fifteen minute break period may be assigned in not more than two (2) sections. Employees shall be assigned or advised that a break period is being called. Break periods shall not be assigned during the first hour of work and in a regular tour of duty the last hour of work. Break periods not received in accordance with this Article shall be added to the end of the tour of duty and paid for at the appropriate rate and will not be used for the purpose of extending the tour of duty as it relates to the

computation of meal penalty or turnaround or night differential.

15.1.1 Facilities to dispense beverages and snacks will be made available in the cafeteria during the hours when the cafeteria is not open.

15.2 First Meal Period – Office Division- To all tours of duty, a first meal period of not less than one (1) hour's duration shall be assigned not earlier than the start of the fourth hour of the tour and ending not later than the end of the sixth hour of such tour. With the consent of the employee, which consent shall not be unreasonably withheld, the meal period may be less than one (1) hour, provided that overtime rates will be paid for the period of time not taken, or the tour of duty may be reduced by an equal amount of time.

***15.2.1 First Meal Period - Operations and News Division-**
To all tours of duty, a first meal period of not less than thirty (30) minutes nor more than sixty (60) minutes duration shall be assigned, beginning not earlier than the start of the third hour of the tour and ending not later than the end of the sixth hour of such tour. . Employees working 11.25 hour shifts, in accordance with Article 14.1.6 (a), shall have their first meal period assigned, beginning not earlier than the start of the fourth hour of the tour and ending not later than the end of the seventh hour of such tour.

- (a) In the event that a thirty (30) minute meal is assigned, it shall be noted on the employee's schedule with a sticker at least seven (7) days in advance of the date the thirty minute meal is assigned. This will only occur when special production circumstances exist.
 - (b) If it is determined on the day of production that there is a need to reduce a previously assigned one (1) hour meal then, with the consent of over 50% of the production crew, the meal period may be less than one (1) hour, provided that overtime rates will be paid for the period of time not taken, or the tour of duty may be reduced by an equal amount of time.
- *15.2.2** The ENG Camera persons, Transmitter Technicians, Master Control personnel, News and Sports Reporters, Videojournalists, News Librarian, TSN Story Editors, TSN Story Associates, TSN Archivists, TSN Associate Producers and News Division Wage Group 1 shall be excluded from Article 15.2 and in lieu thereof, shall receive in all tours of duty an inclusive first meal period of not less than thirty (30) minutes, nor more than sixty (60) minutes duration which shall be assigned, or taken not earlier than the start of the third hour of the tour. If such a meal period is not taken during the tour, and approval received for not having taken the meal, then one-half (1/2) hour will be added to the end of the tour and be paid at one and one-half (1½) times the basic hourly rate. This added one-half hour will not be taken into account in computing turnaround or night differential.

15.3 Second Meal Period - All Divisions -

- (a) A second meal period of not less than thirty (30) minutes duration shall be scheduled or assigned in tours of duty of more than ten (10) working hours during which a first meal period was scheduled or assigned. This second meal period shall be scheduled or assigned within the fourth (4th), fifth (5th) or sixth (6th) hour after the scheduled completion of the first meal period. In the event that the second meal is not received during such tour, one-half (½) hour will be added to the end of the tour, and shall be paid for at the prevailing rate. The one-half (½) hour added to the end of the tour under this Article shall not be used in the computation of turnaround or night differential.
- (b) When on a 10 hour shift per Article 14.1.6, a second meal period of not less than thirty (30) minutes shall be scheduled or assigned in tours of duty of more than twelve (12) working hours during which a first meal period was scheduled or assigned. This second meal period shall be scheduled or assigned within the fourth (4th), fifth (5th), or sixth (6th) hour after the completion of the scheduled first meal. In the event that the second meal is not received during such tour, one half (½) hour will be added to the end of the tour and shall be paid at the prevailing rate. The one half (½) hour added to the end of the tour under this article shall not be used in the computation of turnaround or night differential.

- ***(c)** When on an 11.25 hour shift per Article 14.1.6 (b), a second meal period of not less than thirty (30) minutes shall be scheduled or assigned in tours of duty of more than thirteen and a quarter (13.25) working hours during which a first meal period was scheduled or assigned. In the event that the second meal is not received during such tour, one half ($\frac{1}{2}$) hour will be added to the end of the tour and shall be paid at the prevailing rate. The one half ($\frac{1}{2}$) hour added to the end of the tour under this article shall not be used in the computation of turnaround or night differential.

***15.3.1 Exception for Second Meal Period** - ENG Camera persons, Transmitter Technicians, Master Control personnel, News and Sports Reporters, VideoJournalists TSN Story Editors, TSN Story Associates, TSN Archivists and TSN Associate Producers shall be excluded from the provisions of Article 15.3 and in lieu thereof, shall receive a second meal of not less than thirty (30) minutes in tours of duty of more than ten (10) hours. This second meal shall be assigned, beginning not earlier than the start of the ninth hour of the tour. If such meal is not assigned or not taken with management approval during the tour, one-half ($\frac{1}{2}$) hour will be added to the tour and be paid for at one and one-half ($1\frac{1}{2}$) times the basic hourly rate of pay and shall not be used in the computation of turnaround or night differential. Employees who work an 11.25 hour shift are exempt from this exception.

- 15.4 Subsequent Meal Periods - All Divisions** - A subsequent meal period of not less than thirty (30) minutes shall be assigned in tours of duty of more than sixteen (16) working hours during which a second meal period was scheduled or assigned or when four (4) hours or more have been worked following the completion of a second meal period, and such subsequent meal period shall be assigned within the fourth or fifth hour after the scheduled or assigned completion of the second meal period. In the event that the subsequent meal period is not received, one-half (½) hour shall be added to the tour of duty and be paid for at the prevailing rate. The one-half (½) hour added to the end of the tour under this Article shall not be used in the computation of turnaround or night differential.
- 15.5 Meal Payments** - Fifteen dollars (\$15) shall be paid to compensate for the cost of the second and each subsequent meal period provided the meal period was taken, excepting Master Control and Transmitter Technicians who shall be compensated regardless. However, no such compensation shall be paid when the employee is furnished with an appropriate meal. This clause does not apply to ENG Camera Operators, News and Sports Reporters and Videojournalists.
- 15.5.1 Meals After 10 Hour Day** - In the event that one of the Company's major productions requires the crew to

work beyond ten (10) hours in one day, the Company will:

- (a) cause the cafeteria to be open during second or subsequent meal breaks, or,
- (b) provide the crew with a suitable hot meal (in which case the meal allowance will be waived) or,
- (c) allow the crew sufficient time to travel to a place where adequate meals may be obtained.

15.5.2 Overnight Assignment Meal Payment - In the event that employees are required to work on overnight assignments, the first meal period in addition to second and subsequent meals will be paid for at the rate of nine dollars (\$9) except where the Company supplies a suitable hot meal. Where an employee's first meal period is assigned between the hours of 5am and 9am on Saturdays, Sundays, and Holidays the employee shall be paid nine dollars (\$9) except where the Company provides a suitable hot meal.

15.6 Meal Displacement Penalty - When employees are not given a meal period within the time limits required by this Article, the employees shall receive, in addition to their regular salary, compensation in an amount equal to one-half ($\frac{1}{2}$) their basic hourly rate for each hour worked with a minimum of one (1) hour until a meal period is actually received or should have been assigned. This compensation is to be computed from the beginning of the last half ($\frac{1}{2}$) hour in which

the meal period should have been assigned and extend to the start of the meal period given; or from the end of the meal period given and extend to the end of the first half (½) hour in which the meal period should have been assigned. Meal displacement penalties shall not compound.

***15.6.1 Exceptions** - Article 15.6 does not apply to ENG Camera persons, Transmitter Technicians, Master Control Personnel, Videojournalists, News and Sports Reporters, TSN Story Editors, TSN Story Associates, TSN Archivists and TSN Associate Producers. All employees who work an 11.25 hour shift shall receive the meal displacement penalty.

***15.6.2 Six Hour Limit** - In no event shall an employee be required to work more than six (6) hours without a meal break, except in the case of a broadcast "on-air" emergency. The six hour limit does not apply to employees working an 11.25 hour shift.

15.6.3 Assigned Meal Periods - Employees shall take the meal periods as scheduled and/or assigned, unless authorization is received from the Supervisor in charge to work through the meal periods. If such authorization is not received, the compensation provided in Article 15.6 will not be paid.

15.7 Meals on Remotes - Each meal on remote assignments shall be compensated as follows:

- Breakfast \$ 9.00

- Lunch 14.00
- Dinner 25.00
- Subsequent 12.00

This provision shall only apply to those full-time employees who were on the active payroll of the Company as at the date of ratification – April 25, 1995 of this Collective Agreement and to former CTV employees on the active payroll as at June 26, 1998, the date of amalgamation. It is clearly understood that this provision shall not apply to any employees who are newly hired by the Company after April 25, 1995.

- (a) **Definition** - A breakfast payment shall be paid for any meal period assigned between 0600 hours and 1100 hours. A lunch payment shall be paid for any meal period assigned between 1100 hours and 1630 hours. A dinner payment shall be paid for any meal period assigned between 1630 hours and 2200 hours. Any meal period assigned outside of the hours referred to above, or, if it is a second meal period assigned within a single time block referred to above, the employee shall be paid a subsequent meal allowance. If a meal period is so assigned that 50% or more of it straddles any of the time periods referred to above, the meal shall be paid at the higher rate of the two periods involved.

15.7.1 Meals on Location (for ENG Camera Operators, Videojournalists and News and Sports Reporters within Zone 1)

Each meal on location assignment shall be compensated as follows:

- Breakfast \$9.00
- Lunch \$14.00
- Dinner \$25.00
- Subsequent \$12.00

Definition: - A breakfast payment shall be paid for any meal period assigned between 0600 hours and 1100 hours. A lunch payment shall be paid for any meal assigned between 1100 hours and 1630 hours. A dinner payment shall be paid for any meal assigned between 1630 hours and 2200 hours. For work over 10 hours and less than 12 hours, a second meal payment of twelve dollars (\$12.00) shall be paid. For work of 12 hours or more, a second meal payment shall be paid at the prevailing rates from the above scale (\$9.00/\$14.00/\$25.00/\$12.00). Any meal period that falls outside the time blocks referred to above shall be paid as a subsequent meal (\$12.00).

This provision shall only apply to those full time employees who were on the active payroll of the Company as at the date of ratification – April 25, 1995 of this Collective Agreement and to former CTV Network employees on the active payroll as at June 26, 1998, the date of amalgamation. It is clearly understood that this provision shall not apply to any employees who are newly hired by the Company after April 25, 1995. These employees who miss their first

meal shall be entitled to a penalty of \$14.00. Also, when these employees work over 10 hours, and 4 hours have elapsed since the last scheduled meal, or when an employee works over 16 hours, they can claim a subsequent meal.

Outside Zone 1, Article 11.2.2 shall apply and when overnight accommodations are required, Article 11.2.3 shall apply.

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

- (a) allow the crew sufficient added time and supply them with adequate transportation to travel to a place where food can be obtained, or
- (b) at no cost to the crew, furnish the crew with a suitable hot meal.

15.7.3 Exceptions to Meals On Remote - When an employee on remote assignment is entitled to compensation for meals through travelling expenses or is furnished with an appropriate meal of equal value, the meal allowances in Article 15.7 shall not be paid.

15.8 Travel During Meal - Employees shall not be required to travel from their assigned place of employment to other studios or remote locations during their meal period, or any part thereof.

ARTICLE 16

General Wage Provisions

(Article 16 does not apply to Freelance Employees)

- 16.1 Placement on Wage Scales** - Employees shall be paid according to the wage schedule of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.2 Part-time** employees shall receive credit for accumulated hours of work in the classifications to which they are assigned in the bargaining unit, calculated to the last completed month.
- *16.3 Progression** up the salary schedule within each classification shall automatically occur on the first complete pay period following nearest the employee's annual anniversary date of hire, transfer or promotion to the wage classification.
- *16.4 Promotions** - When an employee is promoted into a higher rated job classification, the employee shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one full increment in the former group, plus the amount necessary to place the employee on step in the new group, and the employee shall automatically progress upward on the annual

anniversary date of the promotion. Employees who are promoted from the top of a wage scale of one group to the top of a wage scale in a higher group may only receive the amount of difference between those two salary rates as an increase in conjunction with their promotion.

- 16.5 Payment Method** - Twice the net weekly salary (i.e., salary after a reasonable portion of the total monthly deductions have been made) will be paid not later than 1200 hours each second Friday. If a pay day occurs on an employee's day off, the employee's pay cheque or pay information (stub) shall be made available to the employee by 1200 hours on the last working day prior to the pay day if the employee so requests. Effective July 1, 1995, the employees' pay will be deposited directly to their own personal bank accounts.
- 16.6 Reduction in Pay When Late** - An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to a circumstance 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 ($\frac{1}{4}$) hour in which the employee reported for duty.
- 16.7 Flat Rate** - For productions of five (5) days or more, the Company may negotiate a flat rate of payment with the employee. The Company will supply the

Union with a copy of the deal memo on such occasions, for the Union's approval when an employee has agreed to the flat rate.

- 16.8 Time sheets** shall not be altered so as to reduce the employee's pay claim without the Company informing the employee of the reason and alterations shall be subject to grievance.

ARTICLE 17 Wages

17.1 Groups for the purpose of job and wage classifications shall be as follows:

Wage Groups, Classifications and Wages

	Jan. 1 2008	Jan. 1 2009	Jan. 1 2010	Jan. 1 2011
Operations				
Group 0: Summer Students				
Flat	\$474.87	\$487.93	\$502.57	\$517.65
Group 1: Audio Assistant, Shipper, Groundskeeper				
Start	\$633.15	\$650.56	\$670.08	\$690.18
Year 1	\$684.36	\$703.18	\$724.28	\$746.01
Year 2	\$710.49	\$730.03	\$751.93	\$774.49
Year 3	\$772.37	\$793.61	\$817.41	\$841.94
Year 4	\$834.78	\$857.74	\$883.47	\$909.98
Group 2: Prompter Operator, Driver, Senior Shipper, Utility, Audio/Visual Maintenance Technician				
Start	\$672.62	\$691.12	\$711.85	\$733.21
Year 1	\$721.15	\$740.99	\$763.22	\$786.11
Year 2	\$796.91	\$818.83	\$843.39	\$868.69
Year 3	\$845.44	\$868.69	\$894.76	\$921.60
Year 4	\$913.71	\$938.84	\$967.01	\$996.02

Group 3: Hairdresser, Makeup, Staging Electrician, Production Assistant, Plant Maintenance, Staging Carpenter

Start	\$672.62	\$691.12	\$711.85	\$733.21
Year 1	\$721.15	\$740.99	\$763.22	\$786.11
Year 2	\$796.91	\$818.83	\$843.39	\$868.69
Year 3	\$847.43	\$870.74	\$896.86	\$923.76
Year 4	\$932.40	\$958.04	\$986.78	\$1,016.38
Year 5	\$981.72	\$1,008.72	\$1,038.98	\$1,070.15
Year 6	\$1,032.13	\$1,060.52	\$1,092.33	\$1,125.10
Year 7	\$1,106.82	\$1,137.25	\$1,171.37	\$1,206.51

Group 4: Camera, Electronic Graphics Operator, VTR Operator, Floor Manager, Bench Carpenter, Graphic Artist, Scenic Painter, Electrician

Start	\$709.97	\$729.49	\$751.38	\$773.92
Year 1	\$764.37	\$785.39	\$808.96	\$833.22
Year 2	\$833.98	\$856.92	\$882.62	\$909.10
Year 3	\$908.66	\$933.64	\$961.65	\$990.50
Year 4	\$970.54	\$997.23	\$1,027.14	\$1,057.96
Year 5	\$1,025.48	\$1,053.68	\$1,085.29	\$1,117.85
Year 6	\$1,106.27	\$1,136.69	\$1,170.79	\$1,205.92
Year 7	\$1,180.96	\$1,213.43	\$1,249.84	\$1,287.33

Group 5: Audio Operator, EFP Camera, Lighting Director, Engineering Technician, Technical Director, Video Operator, Central Control Technician, News Librarian

Start	\$721.15	\$740.99	\$763.22	\$786.11
Year 1	\$772.37	\$793.61	\$817.41	\$841.94
Year 2	\$844.92	\$868.15	\$894.20	\$921.03
Year 3	\$922.79	\$948.16	\$976.61	\$1,005.91
Year 4	\$995.34	\$1,022.71	\$1,053.39	\$1,085.00
Year 5	\$1,057.74	\$1,086.83	\$1,119.43	\$1,153.01
Year 6	\$1,130.28	\$1,161.36	\$1,196.20	\$1,232.09
Year 7	\$1,208.16	\$1,241.38	\$1,278.62	\$1,316.98

Group 5(a): Video Editor (I)

Start	\$721.15	\$740.99	\$763.22	\$786.11
Year 1	\$772.37	\$793.61	\$817.41	\$841.94
Year 2	\$844.92	\$868.15	\$894.20	\$921.03
Year 3	\$922.79	\$948.16	\$976.61	\$1,005.91
Year 4	\$995.34	\$1,022.71	\$1,053.39	\$1,085.00
Year 5	\$1,057.74	\$1,086.83	\$1,119.43	\$1,153.01
Year 6	\$1,130.28	\$1,161.36	\$1,196.20	\$1,232.09
Year 7	\$1,208.16	\$1,241.38	\$1,278.62	\$1,316.98
Year 1	\$1,255.36	\$1,289.89	\$1,328.58	\$1,368.44
Year 2	\$1,328.71	\$1,365.25	\$1,406.21	\$1,448.39

Group 6: ENG Camera

Start	\$761.16	\$782.09	\$805.55	\$829.72
Year 1	\$812.37	\$834.71	\$859.75	\$885.55
Year 2	\$884.91	\$909.25	\$936.53	\$964.62
Year 3	\$962.79	\$989.27	\$1,018.95	\$1,049.52
Year 4	\$1,035.34	\$1,063.81	\$1,095.72	\$1,128.59
Year 5	\$1,097.74	\$1,127.93	\$1,161.77	\$1,196.62
Year 6	\$1,170.29	\$1,202.47	\$1,238.54	\$1,275.70
Year 7	\$1,248.15	\$1,282.48	\$1,320.95	\$1,360.58

Group 6A: Microwave Mobile Engineering Technician

Start	\$806.83	\$829.02	\$853.89	\$879.50
Year 1	\$861.11	\$884.79	\$911.34	\$938.68
Year 2	\$938.02	\$963.82	\$992.73	\$1,022.51
Year 3	\$1,020.55	\$1,048.62	\$1,080.08	\$1,112.48
Year 4	\$1,097.45	\$1,127.63	\$1,161.46	\$1,196.31
Year 5	\$1,163.61	\$1,195.61	\$1,231.48	\$1,268.42
Year 6	\$1,240.50	\$1,274.61	\$1,312.85	\$1,352.24
Year 7	\$1,323.06	\$1,359.44	\$1,400.22	\$1,442.23

Group 7: Sr. Staging Electrician, Sr. Makeup, Sr. Hairdresser, Sr. Production Assistant, Sr. Plant Maintenance, Sr. News Librarian

Start	\$1,173.23	\$1,205.50	\$1,241.66	\$1,278.91
Year 1	\$1,255.36	\$1,289.89	\$1,328.58	\$1,368.44
Year 2	\$1,328.71	\$1,365.25	\$1,406.21	\$1,448.39

Group 8: Sr. Audio Technician, Sr. Camera, Sr. Video Editor (I), Sr. Electronic Graphics Operator, Sr. VTR Operator, Sr. Video Operator

Start	\$1,274.31	\$1,309.35	\$1,348.63	\$1,389.09
Year 1	\$1,385.26	\$1,423.35	\$1,466.05	\$1,510.03

Group 9: Sr. Graphic Artist, Assistant Director, Sr. Floor Manager, Sr. Bench Carpenter, Sr. ENG Camera, Sr. Lighting Director, Master Camera, Sr. Technical Director, Newsnet PCR Operator, Sr. Central Control Room Technician

Start	\$1,268.97	\$1,303.87	\$1,342.98	\$1,383.27
Year 1	\$1,345.25	\$1,382.25	\$1,423.71	\$1,466.43
Year 2	\$1,438.07	\$1,477.61	\$1,521.94	\$1,567.60

Group 10: Supervising ENG Camera, Supervising Lighting Director, MCR Supervisor, Video Supervisor, VTR Supervisor, Post Sound Supervisor, Central Control Technician Supervisor, Sr. Newsnet PCR Operator, Supervising Video Editor (I), Supervising Audio Operator, Supervising Electronic Graphics Operator

Flat	\$1,511.13	\$1,552.69	\$1,599.27	\$1,647.25
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Group 11: Sr. Engineering Technician, Plant Maintenance Supervisor

Start	\$1,305.24	\$1,341.13	\$1,381.36	\$1,422.81
Year 1	\$1,409.79	\$1,448.56	\$1,492.02	\$1,536.78
Year 2	\$1,527.68	\$1,569.69	\$1,616.78	\$1,665.28
Year 3	\$1,634.61	\$1,679.56	\$1,729.95	\$1,781.85

Group 12: Video Editor (II)

Start	\$1,246.62	\$1,280.90	\$1,319.33	\$1,358.91
Year 1	\$1,336.14	\$1,372.88	\$1,414.07	\$1,456.49
Year 2	\$1,424.73	\$1,463.91	\$1,507.82	\$1,553.06
Year 3	\$1,520.73	\$1,562.55	\$1,609.43	\$1,657.71
Year 4	\$1,617.28	\$1,661.75	\$1,711.60	\$1,762.95

Group 13: Supervising Engineering Technician

Flat	\$1,743.06	\$1,790.99	\$1,844.72	\$1,900.06
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Group 14: Sr. Video Editor (II), Post-Production Technical Supervisor

Flat	\$1,719.16	\$1,766.44	\$1,819.43	\$1,874.02
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Group 15: Supervising Video Editor

Flat	\$1,807.18	\$1,856.87	\$1,912.58	\$1,969.96
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Office Division**Group 1: Mailroom Clerk, Switchboard Operator**

Start	\$529.68	\$544.24	\$560.57	\$577.39
Year 1	\$595.82	\$612.21	\$630.58	\$649.49
Year 2	\$662.49	\$680.70	\$701.13	\$722.16

Group 1(a): Information Operator

Start	\$529.68	\$544.24	\$560.57	\$577.39
Year 1	\$595.82	\$612.21	\$630.58	\$649.49
Year 2	\$662.49	\$680.70	\$701.13	\$722.16
Year 3	\$684.34	\$703.16	\$724.26	\$745.98
Year 4	\$704.08	\$723.44	\$745.14	\$767.50

Group 2: Senior Switchboard Operator

Start	\$591.01	\$607.27	\$625.48	\$644.25
Year 1	\$677.96	\$696.60	\$717.50	\$739.02
Year 2	\$754.76	\$775.52	\$798.78	\$822.75

Group 2 (a): Sr. Information Operator

Start	\$590.97	\$607.22	\$625.44	\$644.20
Year 1	\$677.96	\$696.60	\$717.50	\$739.02
Year 2	\$754.76	\$775.52	\$798.78	\$822.75
Year 3	\$773.63	\$794.91	\$818.76	\$843.32
Year 4	\$792.98	\$814.78	\$839.23	\$864.40

Group 3: Supervising Switchboard Operator, VTR Traffic Clerk

Start	\$594.74	\$611.10	\$629.43	\$648.31
Year 1	\$677.96	\$696.60	\$717.50	\$739.02
Year 2	\$803.83	\$825.94	\$850.72	\$876.24

Group 3 (a): Supervising Information Operator

Start	\$594.74	\$611.10	\$629.43	\$648.31
Year 1	\$677.96	\$696.60	\$717.50	\$739.02
Year 2	\$803.83	\$825.94	\$850.72	\$876.24
Year 3	\$830.36	\$853.19	\$878.79	\$905.15
Year 4	\$851.11	\$874.52	\$900.75	\$927.77

Group 4: Printer, Sr. VTR Traffic Clerk

Start	\$642.75	\$660.43	\$680.24	\$700.65
Year 1	\$712.10	\$731.68	\$753.63	\$776.24
Year 2	\$826.25	\$848.97	\$874.44	\$900.67

Group 5: Mailroom Supervisor, Staging Services Assistant, VTR Librarian, Scheduler

Start	\$695.55	\$714.68	\$736.12	\$758.20
Year 1	\$802.78	\$824.86	\$849.60	\$875.09
Year 2	\$972.93	\$999.68	\$1,029.67	\$1,060.56

Group 6: Co-ordinator Props Storage, VTR Traffic Co-ordinator, Sr. Scheduler

Start	\$890.79	\$915.28	\$942.74	\$971.02
Year 1	\$987.34	\$1,014.49	\$1,044.92	\$1,076.27
Year 2	\$1,119.62	\$1,150.41	\$1,184.92	\$1,220.47

Group 7: Scheduling Co-ordinator, Shipping/Customs Supervisor

Start	\$1,060.41	\$1,089.57	\$1,122.25	\$1,155.92
Year 1	\$1,136.69	\$1,167.95	\$1,202.98	\$1,239.07
Year 2	\$1,265.23	\$1,300.03	\$1,339.03	\$1,379.20

Group 8: Vacant

Group 9: Staging Co-ordinator, Printing Supervisor, Staging Supervisor, VTR Traffic Supervisor

Flat	\$1,643.95	\$1,689.16	\$1,739.84	\$1,792.03
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News Division**Group 1: TSN Story Editors, TSN Archivists**

Start	\$659.75	\$677.89	\$698.23	\$719.17
Year 1	\$689.53	\$708.50	\$729.75	\$751.64
Year 2	\$720.57	\$740.38	\$762.59	\$785.47
Year 3	\$742.84	\$763.26	\$786.16	\$809.75
Year 4	\$776.72	\$798.08	\$822.03	\$846.69
Year 5	\$822.28	\$844.89	\$870.24	\$896.35
Year 6	\$864.92	\$888.71	\$915.37	\$942.83
Year 7	\$891.34	\$915.85	\$943.33	\$971.63

Group 2: TSN Story Associates

Start	\$822.27	\$844.88	\$870.23	\$896.34
Year 1	\$868.97	\$892.87	\$919.65	\$947.24
Year 2	\$929.79	\$955.36	\$984.02	\$1,013.54
Year 3	\$968.47	\$995.10	\$1,024.95	\$1,055.70
Year 4	\$994.88	\$1,022.24	\$1,052.90	\$1,084.49
Year 5	\$1,030.00	\$1,058.33	\$1,090.07	\$1,122.78

Group 3: Editorial Assistant, Writer, Assistant Assignment Editor, TSN Associate Producer

Start	\$819.32	\$841.86	\$867.11	\$893.12
Year 1	\$889.19	\$913.64	\$941.05	\$969.28
Year 2	\$964.92	\$991.46	\$1,021.20	\$1,051.84
Year 3	\$1,047.60	\$1,076.41	\$1,108.70	\$1,141.97
Year 4	\$1,136.70	\$1,167.96	\$1,203.00	\$1,239.09
Year 5	\$1,227.61	\$1,261.36	\$1,299.21	\$1,338.18

Group 4: Anchorperson, Reporter/Writer, Sports Reporter/ Writer,
Weekday Assignment Editor, Videojournalist

Start	\$922.79	\$948.16	\$976.61	\$1,005.91
Year 1	\$1,025.21	\$1,053.40	\$1,085.01	\$1,117.56
Year 2	\$1,149.49	\$1,181.10	\$1,216.53	\$1,253.03
Year 3	\$1,212.97	\$1,246.33	\$1,283.72	\$1,322.23
Year 4	\$1,323.37	\$1,359.77	\$1,400.56	\$1,442.58
Year 5	\$1,454.60	\$1,494.60	\$1,539.44	\$1,585.62

17.2.1 The rates in the above schedules are minimum.

17.2.2 One Fortieth Rule - For purposes of computation and this Agreement, the basic hourly rate of the employee shall be one-fortieth (1/40) of the weekly salary set forth above.

17.3 Placement of Utility On Wage Scale –

- (a) The classification "Utility" contained herein may be required to perform any or all of the job functions covered by classifications in Groups 1 and 2, and may assist those classifications in Group 3 or above without any additional payment, e.g., Article 14.11 - Upgrading.
- (b) The Company agrees that it will not hire more than four (4) employees in the classification of "Utility" in the general area of the studio and backshop classification.
- (c) Employees classified as "Utility" will be given full and prior consideration for any vacancies in higher

classifications before the Company seeks outside candidates for such vacancies.

ARTICLE 18
Talent Fees and Other Payments

- 18.1 Talent Appearances** - In the event that an employee is asked to appear "on camera" under direction, the employer shall arrange prior permission from the appropriate union and shall pay the prevailing talent rate for such appearances. No employee shall be required to appear or perform on camera as a condition of employment except those in the News Department.
- 18.2 News Division Talent Fee** - Article 18.1 is not applicable to "on-air" newsroom employees. "On-air" newsroom employees shall be compensated in addition to their salaries based on the following fee schedule:
- (a) Replacement Anchorperson for the Noon News, 6:00pm News and the 11:30 pm News – \$100.00 per show.
 - (b) Recording of daily program tape - \$20.00 per day
- *18.3 News Department Clothing Allowance** - The Company shall provide a clothing allowance for employees in the News Department whose duties require them to appear suitably attired on assignments. One thousand dollars (\$1,000) per

calendar year is to be paid upon the presentation of verifiable receipts, or in lieu thereof, an equivalent amount of clothing provided by CFTO under a contra arrangement. According to Revenue Canada the clothing allowance is deemed to be a taxable benefit. Upon presentation of detailed receipts, the Company will pay up to sixty dollars (\$60) per month for the dry cleaning of the articles of clothing provided. The Company shall pay one hundred percent (100%) up to a maximum of one hundred and fifty dollars (\$150.00) each calendar year for the cost of one pair of winter boots.

18.3.1 ENG Clothing - The Company will provide suitable clothing for ENG Camera persons to be properly attired when on assignment. This allowance shall include a winter or spring coat every two (2) years. New ENG Camera employees will be supplied with the same upon hiring.

The employees will be consulted as to style and colour before changes are made.

Upon presentation of detailed receipts, the Company will pay up to sixty dollars (\$60) per month for the dry cleaning of the articles of clothing provided.

18.4 Audio Cassette Recorder - The Company will provide an audio cassette recorder to those News and Sports Reporters who require one for the purpose of their job assignment. The recorder will remain the property of the Company and will be returned to the

Company by the employee upon request and/or termination.

- 18.5 Driving Trucks** – Employees, excluding those classifications where driving a company vehicle is part of their required job function, (ie. ENG Camera, Mobile Engineering Technicians, and Drivers) who agree to drive trucks (larger than the Econoline Van) including the tractor trailer, to and from a production site, shall be paid ten dollars (\$10) per tour of duty.
- 18.6 Tool Allowance** - The vehicle Maintenance Mechanic and Bench Carpenter shall be paid a tool allowance of sixty dollars (\$60) and Staging Carpenters and Property persons shall be paid a tool allowance of thirty dollars (\$30) on January 1st and July 1st of each year. Painters shall be provided with a clothing allowance of thirty dollars (\$30) on January 1st and July 1st of each year.
- 18.7 Scheduling** - Scheduling department employees, or Supervisors, assigned to standby during their off hours to handle scheduling problems shall be compensated at the following rates:
- Weeknights – sixty dollars (\$60) per night
 - Weekends – one hundred and fifty dollars (\$150) per full day
 - Legal Holidays – one hundred and fifty dollars (\$150) per full day

Standby payment shall be subject to regular legislated deductions.

- 18.8 Standby** – When employees are assigned to stand-by during their off hours, they shall be compensated at a rate of forty dollars (\$40) per day. Stand-by pay shall be computed separately from the work week, and shall be paid in addition to any payments required under the Agreement for time worked. Standby payments shall be subject to regular legislated deductions.

ARTICLE 19

Duration

- *19.1** This Agreement shall commence on January 1, 2008 and remain in force until December 31, 2011, with no retroactivity (unless otherwise agreed to by the parties), and from year to year thereafter, unless either party notifies the other by registered mail, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force, until the earlier of the date a new Agreement is concluded or the date upon which a lawful strike or lockout is permitted pursuant to the provisions of the Canada Labour Code.
- 19.2 Notice of Negotiations** - Upon receipt of notice from one of the parties (the applicant party) of a desire to negotiate a new Agreement, as provided in Article

19.1, the other party (the respondent party) shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

19.3 Automatic Renewal - If neither party gives notice of a desire to negotiate a new Agreement as provided for in Article 19.1, this Agreement shall be automatically renewed for a further period of one year and from year to year thereafter.

19.4 Binding Agreement - The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement 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 this 10th day of June, 2008.

CFTO-TV (a division of CTV Television Inc.)

-And-

CTV Specialty Television Enterprises Inc.

-And-

TSN

Dawn Fell
Executive Vice-President, Human Resources & Operations

Susan Rauf
Senior Vice-President, Human Resources

Barry Mah
Vice-President, Operations

Lucy Porretta
Senior Director, Human Resources

Steve Coulter
Director, Technical Operations

Maureen Hastings
Director, Production Services

Ken Volden
Executive Producer, TSN In House Productions

Tanya Lyn
Manager, Human Resources

Communications, Energy & Paperworkers Union of Canada

Mike Kachurowski
National Representative

Grayling Curran
Local President

Pat Darrah
Local Vice-President

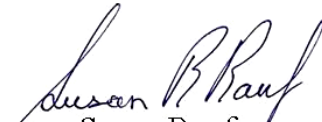
Randy Kitt
Local Secretary

Gus DiMarco
Local Treasurer

Frank Bolletta
Unit Chairperson

Troy Atkinson
Unit Chairperson

This Collective Agreement was amended by the parties on June 24, 2008.



Susan Rauf


Mike Kachurovski


Barry Mah



Grayling Curran

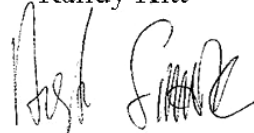

Lucy Porretta



Pat Darrah


Steve Coulter



Randy Kitt


Maureen Hastings


Gus DiMarco


Ken Volden


Frank Bolletta


Tanya Lyn


Troy Atkinson

Letter of Agreement No. 1

Agincourt Productions Inc.

TO: CEP

We hereby give our undertaking that all Television Productions under the control of Agincourt Productions Inc., or any subsidiary of Agincourt Productions Inc. that are produced at the premises and that utilize the facilities of the Company will be subject to the jurisdictional Article (9) of the Agreement between the Company and CEP mutatis, mutandis as if the production was a CFTO company originated television program. For the purpose of this undertaking television productions under the control of Agincourt Productions Inc., or any subsidiary of Agincourt Productions Inc., shall mean those programs that are subject to the exclusive creative, financial and production control of Agincourt Productions Inc. CEP acknowledges and agrees that it does not represent any employees of Agincourt Productions Inc., or its subsidiaries, which companies are separate and apart from the Company. Except as specifically set forth in this Letter of Agreement, CEP acknowledges that it has no claim to any work or undertakings of Agincourt Productions Inc. or its subsidiaries.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

Letter of Agreement No. 2

CFTO-TV (a division of CTV Television Inc.)

TO: CEP

We hereby give our undertaking that all television productions under the control of any subsidiary of the Company that are produced at the premises and that utilize the facilities of the Company will be subject to the Jurisdictional Article (9) of the Agreement between the Company and CEP as if the production was a CFTO company originated television program. For the purpose of this undertaking television productions under the control of a subsidiary of the Company shall mean those programs that are subject to the exclusive creative, financial and production control of a subsidiary of the Company. CEP acknowledges and agrees that it does not represent any employees or any subsidiary of the Company (except those for which it holds separate bargaining rights), which companies are separate and apart from the Company. Except as specifically set forth in this Letter of Agreement, CEP acknowledges that it has no claim to any work or undertakings of any subsidiary of the Company (except those subsidiaries where it does hold separate bargaining rights, which subsidiaries are not in any way affected by this Letter of Agreement).

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

Letter of Agreement No. 3

For the term of this Agreement the Local Union President shall work a regular scheduled shift rotation, inclusive of weekends and holidays for the purposes of the Company having greater access to the individual in office.

CFTO-TV (a division of CTV Television Inc.) -~~And-~~
CTV Specialty Television Enterprises Inc. -~~And-~~ TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

LETTER OF AGREEMENT No. 4

RE: ENG CARS

WHEREAS the ENG CAMERAPERSONS wish to drive the News Cruisers (hereinafter referred to as “vehicles”) owned by CTV Television Inc. – CFTO-TV to their residence after assignments and/or tours of duty.

AND WHEREAS the Company has agreed that it is to the Company’s benefit for the ENG CAMERAPERSONS to drive the vehicles to their residences after assignments and/or tours of duty, to facilitate the increased and better coverage of news events for CFTO-TV and to allow the Company to assign the ENG CAMERAPERSONS directly from their respective residences.

AND WHEREAS CFTO-TV agrees that the ENG CAMERAPERSONS shall be permitted to drive the aforementioned vehicles to their residences after assignments and/or tours of duty in the sole discretion of CFTO-TV and if granted such permission by CFTO-TV, the ENG CAMERAPERSONS shall abide by the terms and conditions of this Agreement.

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

1. CFTO-TV will be responsible for installing a security lock and alarm on each vehicle provided to the ENG CAMERAPERSONS.
2. CFTO-TV will be responsible for maintaining full insurance coverage on said vehicles when the vehicles are used on assignment in the ordinary course of business. However, in the event that a claim is made against CFTO-TV's insurance policies, as a result of the ENG CAMERAPERSONS acts or omissions while not in the ordinary course of business, or while in breach of this Agreement, the ENG CAMERAPERSONS agree to be personally responsible for the deductible in the amount of FIVE HUNDRED DOLLARS (\$500.00). If not so paid, it is agreed that said sum may be deducted by CFTO-TV from the wages of the ENG CAMERAPERSON.

3. CFTO-TV shall not attribute any taxable benefits to the income of the CAMERAPERSONS as a result of the herein agreement subject to any contrary ruling or decision of Revenue Canada.
4. ENG CAMERAPERSONS will be responsible for ensuring that the vehicles are maintained in good condition and repair as per the standards set by the Company.
5. ENG CAMERAPERSONS agree to make the vehicles available at reasonably convenient times for regular maintenance and examination and for the performance of repairs as directed by CFTO-TV on their own time or while on duty at the discretion of management only.
6. ENG CAMERAPERSONS agree to park the vehicles in a safe location at all times.
7. ENG CAMERAPERSONS agree to remove any and all equipment that is the property of CFTO-TV, from the vehicles while the vehicles are parked overnight and shall assume responsibility for any damage or loss to said equipment or vehicles in the event that they have failed to remove the equipment.
8. ENG CAMERAPERSONS agree to pay for all costs and expenses incurred in relation to parking said vehicles while off duty at the ENG CAMERAPERSONS' residence and will be

reimbursed by CFTO-TV for the first FORTY DOLLARS (\$40.00) expended per month by the ENG CAMERAPERSON upon presentation of receipts.

9. ENG CAMERAPERSONS agree to return the vehicles to the premises of CFTO-TV, at 9 Channel Nine Court, Scarborough, Ontario, during any extended absence from work exceeding four (4) consecutive days.
10. ENG CAMERAPERSONS agree that they shall not take the vehicles on personal out of town trips without the prior consent of CFTO-TV.
11. ENG CAMERAPERSONS agree that they shall not permit any other persons to drive the vehicles under any circumstances without the written consent of CFTO-TV.
12. ENG CAMERAPERSONS agree to operate the vehicles in a safe and cautious fashion and agree to be responsible for all parking and moving violations and fines incurred in connection with the use of the vehicles.
13. ENG CAMERAPERSONS agree that they shall immediately advise CFTO-TV of any accidents involving the said vehicles and will complete a CFTO-TV incident report. In the event that any claim be made or any action commenced arising out of the use of the said vehicles, ENG CAMERAPERSONS

shall provide CFTO-TV at its request with further particulars in writing of any accident.

14. ENG CAMERAPERSONS agree to use the Company gas card for purchasing all gas used by the vehicles in the ordinary course of business. Other business expenses will be submitted on a miscellaneous expense voucher with corresponding receipts to the News Production Manager or any other individual designated by CFTO-TV, for approval or reimbursement.
15. ENG CAMERAPERSONS agree not to drive on toll highways for personal use unless prior approval is provided by Management.
16. The ENG CAMERAPERSONS agree to waive Articles 14.9.1 and 14.9.2 of the current CEP Collective Agreement, being the call-back provisions. The ENG CAMERAPERSONS agree to be governed by Article 14.9 and to accept compensation at a minimum rate of four (4) hours at one and one half (1½) of their basic hourly rate for their first four (4) hours and to accept compensation at the rate of two (2) times their basic hourly rate of pay for each additional hour worked or part thereof after the first (4) hours. In the event that the assignment continues into the regular scheduled tour of duty, the conditions of the current CEP Collective Agreement shall apply in regards to the scheduled tour of duty.

17. This agreement shall apply to each ENG CAMERAPERSON individually as well as to all of the ENG CAMERAPERSONS collectively. Nothing herein shall obligate CFTO-TV to allow all ENG CAMERAPERSONS the right to drive the vehicles to and from their residence and CFTO-TV shall have the right at any time to request the vehicles at its sole discretion, whether for cause or otherwise, and in such event, the ENG CAMERAPERSONS shall forthwith deliver the vehicles or make the vehicle available for pickup as requested to CFTO-TV at 9 Channel Nine Court, Scarborough.
18. This agreement shall be construed according to the terms of the province of Ontario.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

Letter of Agreement No. 5

Re: Training

During the process of collective bargaining, the Parties agreed that technological advancement with the television broadcasting industry is ever increasing. CTV and CEP therefore recognize the ongoing need for training, re-training and professional development in order to meet these new technological advances.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurovski, National Representative

***Letter of Agreement No. 6**

**Re: Grandfathering of certain terms for former CTV
Television Network Ltd. Staff**

During the spring of 1998, the parties hereto successfully negotiated a merger of the BBS Incorporated (CFTO-TV Division) and CTV Television Network Ltd. (Local 79M) collective agreements. The parties agree that Local 79M employees on staff as of (date of ratification) (“former CTV employees”) will continue to be covered by the following provisions contained within the August 13, 1994 - August 12, 1998 CTV Television Network Ltd collective agreement (“the CTV Agreement”) with CEP, as follows:

Holidays and Annual Leave

New holiday and annual leave schedules are agreed, as per Article 12 of this agreement. Certain annual leave benefits are grandfathered for former CTV employees, as set out below:

- i) Former CTV employees whose rate of accrual was higher than the vacation schedule specified in this

collective agreement will be 'red-circled' at that rate, unless a new accrual rate surpasses the employee's red-circled rate. In such event, the employee will accrue vacation benefits in accordance with the collective agreement.

- ii) The payment of 'percentages' on overtime and other penalties pursuant to the former Article 12.3 of the CTV Agreement shall be frozen for former CTV employees.
- iii) Former CTV employees with three floating holidays will be red-circled at that rate.

A chart detailing these provisions relating to former CTV employees has been agreed to and copies retained by the CEP Local Unit Chair and by the Company.

Pension

As per Article 10.4 of this agreement, former CTV employees will remain in the CTV Television Network Ltd. Employees' Pension Plan. The Company agrees that it will maintain the CTV Television Network Ltd. Employees' Pension Plan on terms no less favourable to the former CTV employees and at no higher rates to participating members of the bargaining unit than those which were agreed under the terms of this collective agreement, subject to changes in legislation. At the same time the parties agree that improvements in the Pension Plan are desirable and will continue discussions to that end during the term of this agreement, and the Company will provide all pertinent

information necessary to facilitate such discussions, but nothing herein shall compel either party to institute or accept any changes. (Letter of Agreement No. 3 from the former CTV collective agreement)

Pension

During the course of collective bargaining, the CTV Television Network Ltd. and the Communications, Energy and Paperworkers Union of Canada have agreed to amend the existing Pension Plan as follows:

- (a) Retirement at age 60 with a bridge benefit; such benefit to be \$32.17 per month for each of up to 30 years of service and to continue until age 65;

Upgrade bridge benefit to \$35.10 per month effective July 1, 1996;

Upgrade bridge benefit to \$36.10 per month effective July 1, 1997;

Upgrade bridge benefit to \$42.09 per month effective July 1, 2004.

Upgrade bridge benefit to \$44.00 per month effective January 1, 2009.

- (b) Employees will no longer pay the additional 1% contribution (as negotiated in 1982) for the early retirement provision;

- (c) Upgrade career earnings benefits from 1989 earnings to 1992 earnings, effective as of July 1, 1996;
Upgrade career earnings benefits from 1992 earnings to 1993 earnings, effective as of July 1, 1997;
- (d) Interest rate refunds on the Plan shall be the same as the interest rates paid by the Canadian Imperial Bank of Commerce on its five-year term Guaranteed Investment Certificates.
Such interest rates will fluctuate with the average annual rate paid by the Canadian Imperial Bank of Commerce for its above-named certificates;
- (e) During any Long Term Disability claim, CTV will pay any and all premiums that the employee would have otherwise paid;
- (f) During negotiations the Parties discussed a further upgrading to the career earnings benefits with a view to improve upon the "1993 earnings". This may be done if CTV feels that is in a financial position to so do.
- * (g) Upgrade career earnings benefits from 1993 earnings to 1997 earnings, effective as of January 1, 2008

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

Letter of Agreement No. 7

This letter of Agreement pertains to the former CTV bargaining unit employees only.

A number of bargaining unit employees have accumulated varying amounts of vacation time over the years.

In an effort to clear away these accumulated vacation credits in a fair manner, CTV and CEP agree as follows:

- 1) This letter applies only to unused vacation days which were accumulated prior to August 31, 1999, and which are in excess of fifteen (15) such days;
- 2) Any such accumulated vacation days in excess of fifteen (15), shall be taken by the employee at a minimum rate of ten (10) days each vacation year, until all such days have been used up;

Any such accumulated vacation days shall be taken by the employee throughout the year at a time which is mutually agreed upon by the employee and their scheduler.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN
Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada
Mike Kachurowski, National Representative

Letter of Agreement No. 8

CEP local 79M agrees to the revision of the Office Division as outlined in Article 8.2 (b). Affected employees may elect to remain in the bargaining unit. The job classifications [Accounts Payable Supervisor and Sr. Program Co-ordinator] held by these employees will no longer be Union positions upon the retirement or departure of the employee.

The Company agrees that freelance personnel required to provide services for unionized positions within CTV Specialty Television Enterprises Inc. will be subject to a surcharge of 2% of earnings payable to the Restricted Fund.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurovski, National Representative

***Letter of Agreement No. 9**

A Story Editor working on features and items that follow the following criteria shall receive a temporary upgrade in accordance to Article 14.11:

1. Chyron (Stats)
2. The Ultimate
3. Late Bumpers for Sportscentre
4. Plays of the Week
5. Top Ten
6. Headlines (Night Editor)

7. In house feature that is written and produced.

Also, it is agreed the “Dayside” shift and the “Montage” or Early Bumper shift would, as is current practice, be part of the regular schedule of the TSN Story Associates. It is further agreed that a Story Editor who is assigned to a “Dayside” shift would only be paid the temporary upgrade if that employee works on an item that meets the above criteria.

Also, it is understood that at any time the Company may alter their regular stories, items or schedules. At that time any changes that may alter or affect this agreement shall be discussed and agreed to with the Union.

CFTO-TV (a division of CTV Television Inc.) -**And-**
CTV Specialty Television Enterprises Inc. -**And-** TSN
Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada
Mike Kachurowski, National Representative

***Letter of Agreement No. 10**

Retirement Plan for Employees of CTV Inc. and Associated Companies, Retirement Plan for Employees formerly at CTV Television Network Ltd., Netstar Communications Inc. Retirement Plan for Salaried Employees, Defined Contribution Plan for Employees of CTV Globemedia Inc. and Associated Companies

The Company agrees that three (3) to six (6) months prior to the expiry of the CBA, at the request of CEP79M, the Company and the Union executive will meet to discuss the most recent valuations of the above named defined benefit pension plans. The parties may also discuss issues pertaining to the above mentioned defined contribution pension plans.

The Company shall meet with the Union within ninety (90) days after the date of ratification to discuss and explore further pension options in the Defined Contribution pension plans.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada

Mike Kachurowski, National Representative

***Letter of Agreement No. 11**

Re: ENG Interviews

When working alone, ENG Camera Operators shall:

Make best efforts to conduct interviews at the scene of Breaking News (for the purposes of this agreement, Breaking News is defined as an unforeseen event that cannot be covered at any other time or location).

There will be no entitlement to an upgrade when covering Breaking News.

1. If approved in advance, the ENG Camera Operator shall be entitled to a \$20.00 dollar per shift upgrade as outlined in Article 14.11 of the collective Agreement to conduct interviews at an event which is not Breaking News.
2. ENG Camera Operators reserve the right to decline a request to conduct an interview when working alone without prejudice or precedent.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada
Mike Kachurovski, National Representative

Letter of Intent No. 1

The Company and Union agree that no provision of the collective agreement is intended to be an obstacle to Employment Equity and the parties agree to support the legislation pertaining to Employment Equity, and to recognize that special efforts will be necessary to improve opportunities for members of the designated groups, in accordance with the applicable legislation.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell
Executive Vice-President, Human Resources
Communications, Energy and Paperworkers Union of Canada
Mike Kachurowski, National Representative

***Letter of Intent No. 2**

This Letter of Intent pertains to Co-op Students/Interns The Company agrees to the following:

- 1 Students will not operate any equipment without the direct and constant supervision of Operations staff.
- 2 Students will never be left alone in any CTV or CTV Specialty facility nor will they be used to cover meals or breaks of any kind.
- 3 A student will “shadow” one employee’s shift whenever possible.
- 4 When supervising a student, the employee alone will assign tasks, monitor and report the student’s progress.
- 5 Employees and students will be notified of the student’s schedule as far in advance as possible.

CFTO-TV (a division of CTV Television Inc.) -**And**-
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Dawn Fell
Executive Vice-President, Human Resources
Communications, Energy and Paperworkers Union of Canada
Mike Kachurowski, National Representative

***Letter of Intent No. 3**

The Company will make the following improvements:

Netstar Plan

Change the employer contributions on the Defined Contribution portion of the pension to match the employee contributions at 2.5%.

Benefits Improvements

Increase the benefit for orthotics to \$350 and increase the benefit for eye examinations to \$70 effective April 1, 2009.

CFTO-TV (a division of CTV Television Inc.) -**And**-
CTV Specialty Television Enterprises Inc. -**And**- TSN

Dawn Fell

Executive Vice-President, Human Resources

Communications, Energy and Paperworkers Union of Canada
Mike Kachurowski, National Representative