

AGREEMENT

between

**CTV Television, Division of Bell Media Inc.
TORONTO, ONTARIO**

– and –

UNIFOR (LOCAL 720-M)

**January 1, 2021 To
December 31, 2023**

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THIS AGREEMENT

BETWEEN: CTV Television, Division of Bell Media Inc. hereinafter referred to as the
"Company"

Party of the First Part,

AND: **UNIFOR Local 720 M**
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 cooperation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties 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 shall mean all employees included in the bargaining unit. Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

2.2 Bargaining Unit – The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of September 20, 1967, as amended February 26, 1988, and July 10, 1995, certifying UNIFOR, and any amendments thereto as mutually agreed by the Parties, or as specified in Article 16.

The Board’s decision reads in part as follows:

“All employees of CTV Television Inc. in its News, Features and Information Programming Department (News Bureaus in Canada), excluding:

- officers
- managers
- supervisors
- producers
- directors
- reporters
- editorial staff
- announcers
- office and clerical employees”

2.3 Employee Categories

(a) A temporary employee may be hired to temporarily relieve a full-time employee while that employee is taking:

- Vacation leave
- Maternity leave

- Paternity leave
- Sick leave
- Training courses.

A temporary employee will not be used in order to:

- lay off a full-time employee, or to avoid the recall from layoff of a full-time employee.
- avoid hiring a full-time employee.
- displace a full-time employee in any way.

A temporary employee will work **up to** a 40-hour workweek and will be used no more than sixteen (16) weeks within any calendar year; such weeks need not be consecutive. A temporary employee is eligible to work overtime only when that overtime occurs as a direct result of the particular function, which the temporary employee is performing. The Company agrees to pay temporary employees in accordance with the minimum provisions of the Wage Schedule in Article 16, but the benefits provided for in Article 10 and the seniority provisions of Article 8 shall not apply to temporary employees.

When replacing for sick/disability leaves, regulated leaves and personal leaves, the coverage shall be for the duration of the leave with the maximum period of employment for temporary employees being eighteen (18) months. This eighteen (18) month period may be extended, after consultation with union, if the employee's leave extends beyond the initial period.

(b) A part-time employee is defined as one who is hired on a regular basis for not more than twenty four (24) hours in a week; provided that, if he works more than twenty-four (24) hours in a week he shall be considered a full-time employee. It is understood that the Company shall not hire part time employees to replace existing full-time employees to obviate the need for additional full-time employees and the Company agrees to pay part-time employees in accordance with the minimum provisions of the Wage Schedule in Article 16, but the benefits provided for in Article 10 and the seniority provisions of Article 8 shall not apply to part-time employees. Part-time employees shall not be used unless all full-time employees in the functional group and all other qualified members of the bargaining unit have declined overtime.

(c) A part-time employee shall be subject to a minimum call-in of four (4) consecutive hours.

(d) The term "probationary employee" shall mean and include those employees employed during the first three (3) months of continuous service with the Company, provided that the Company may at its sole discretion extend the probationary period a further three (3) months upon prior written notification to the employee and to the Union, or terminate employment; such written notification to include a performance evaluation.

ARTICLE 3 - Management Rights

3.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, re-classify and suspend employees; and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been disciplined, discharged or suspended without just and sufficient cause, may be the subject of a grievance and dealt with as hereinafter provided.

3.2 The Union acknowledges the right of the Company to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities.

The location, number and size of plants, the direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgement and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing from time to time, control over all operations, buildings, machinery, equipment and employees, are solely and exclusively the responsibilities of the Company.

3.3 The Union further acknowledges 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, but before making any new rules and regulations, the Company will discuss any new rules and regulations with the Union.

3.4 The rights referred to in Paragraph 3.2 and 3.3 above shall be exercised subject to seniority rules, qualifications and grievance procedure, in accordance with the provisions of this Agreement.

ARTICLE 4 - Union Rights

4.1.1 No person shall be required as a condition of employment to become or remain a member of the Union and no statement to the contrary shall be made.

4.1.2 During the term of this Agreement, the Company agrees to deduct from each pay, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deduction is equal to one and two-thirds per cent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified **in writing** of any changes in the present rate of deductions.

4.1.3 The Company shall remit the monies so deducted to the Union as soon as

possible after the end of each pay period, by cheque or direct deposit, payable in Canadian funds. The Company shall provide the Union with a monthly electronic report, and/or hard copy, detailing the employee name, base earnings, amount of dues deducted on base earnings, additional earnings (if any) and the amount of dues deducted on additional earnings (if any).

The Company shall also provide the Union with the following information on an electronic report, and/or hard copy within thirty (30) days after the signing of this Agreement:

- 1) Employee name and home address
- 2) Gender
- 3) Classification, title and salary

Within sixty (60) days of a change in any or all of this information, the Company shall provide the Union with an updated electronic report, and/or hard copy. Information submitted will be in accordance with the federal legislation.

4.1.4 Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to UNIFOR for the calendar year in question on the T-4 and TP-4 income tax slips issued to employees.

4.2 Notices to Union – The Company shall **email** to the Union office, and deliver to the President of Local 720-M one copy of each of the following:

- a) Within ten (10) calendar days' notice of hiring, dismissal, promotion, demotion or transfer of any employee within the bargaining unit.
- b) Notice of extension of probationary period, report and reply as contained within 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, a copy of seniority records and wage information for negotiating purposes.

4.2.1 A new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating his rate of pay, classification and any other special commitments agreed to by the Company.

4.3 Union Access to Premises – Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the

representative entitling him to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

4.4 Union Use of Bulletin Boards – The Company agrees to the posting by the Union on scheduling boards of announcements regarding elections, meetings, negotiating developments and the internal affairs of the Union, provided such notices are authorized by the Management; such authorization will not be unreasonably withheld.

4.5 Leave For Union Activities – Leave without pay will be granted to no more than three (3) employees from Local 720-M at any one time. It is agreed that, without the Company's consent, no more than two (2) employees will be from one location in order to:

- a) Attend Executive Council Meetings, Labour Conventions, Courses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance, and each such leave shall not be more than seven (7) days, (exceeded only at the Company's discretion.)
- b) Accept an elective position with the Union or an official labour body for a period not exceeding four (4) years, or an appointive position for a period not exceeding one (1) year. Any additional yearly periods will be granted by the Company on receipt of a written request from the employee and the President of the Union.
- c) Leave provided for in Article 4.5(b) shall not constitute a break in continuity of service in the computation of seniority; and with respect to Article 4.5(a), shall not constitute a break in the continuity of service, in the computation of seniority or other benefits under this Agreement.

4.5.1 Upon request by the Union the Company agrees to release without loss of pay at the basic rate or leave credits, two (2) employees named by the Union in order to attend grievance meetings with the Company as provided 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.

4.5.2 Upon request by the Union the Company agrees to release without loss of pay at the basic rate or leave credits, two (2) 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 for the entire day or days of such meetings and will not be required to perform any work on such days.

Additionally, the two (2) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation union meeting. The Union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

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

4.7 Employees shall continue to enjoy equal rights under this Agreement regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which pardon has been granted.

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 slowdown 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 lockout of any of its operational locations during the term of this Agreement.

5.2 The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress, except in the pursuit of actuality news coverage nor to originate a program or programs including news, specials, and public affairs programming, not normally fed to such facility due to the network's contractual commitments with its affiliated stations. The Company will not require members of the bargaining unit to perform the duties of any other employee who is engaged in a lawful strike.

ARTICLE 6 - Grievance Procedure

6.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

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

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

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

office of the President or his designee within ten (10) 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 President or his designee and the Local Grievance Committee consisting of not more than two (2) members. Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10) days of the request for a meeting. Minutes of such meetings shall be kept, read, and signed by both Parties at the close thereof.

Step 3: If the grievance is not recorded as settled within ten (10) days after the meeting described in Step 2, the dispute shall be referred to the President of the Company or his designee 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 requesting arbitration shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the Parties are unable to agree on an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of a stenographic transcript without express consent.

6.4 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement or to award costs against either Party but he shall have the power to direct, if he thinks proper, that any employee who has been suspended, discharged or otherwise disciplined without proper cause, shall be reinstated with pay or part pay and with any other benefit or part thereof under this Agreement which may have been lost. The arbitrator may direct, whenever he deems it advisable, that some other penalty or other disciplinary action be substituted.

6.5 If either of the Parties to this Agreement considers that this Agreement is being misinterpreted or violated in any respect by the other Party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled either Party may refer the matter to arbitration as provided in Step 4 of Article 6.3.

6.6 Time Limits – Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, Holidays as listed in Article 12.1, and may be extended by mutual consent.

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

ARTICLE 7 - Reports on Performance

7.1 An employee shall be notified in writing of any expression of dissatisfaction concerning his work within ten (10) working days of cause for dissatisfaction becoming known to his Supervisor. He shall be furnished with a copy of any complaint or accusation, which may be detrimental to his advancement, or standing within the Company immediately, the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him at any time in any proceeding.

7.2 The employee's reply to such complaint or accusation, if received within ten (10) working days after he has received the notice referred to in Article 7.1 above, shall become part of his record for use by him at any time in any proceeding.

7.3 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 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 a suspension. As a result of this review where the Company has established that the employee has taken the necessary measures to improve his performance since the incident, the Company shall inform the employee in writing in that connection with a copy provided for his status and pay file.

7.5 The record of an employee will not be used against him at any time when twenty-four (24) months have elapsed since a suspension, or since the issuance of a letter of dissatisfaction or complaint. Further, any reference to such letters or suspensions shall be removed from all files.

7.6 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.

7.7 An employee shall have access to his personnel file if and when he is at the location where the records are maintained, or once annually when the department head or his delegate shall visit the Bureau for the purpose of Company business and/or performance reviews. But in no event shall the Company bear the expense of transporting employees for the sole purpose of inspecting their personnel records.

7.8 An employee shall have the right to take a Local Union Officer with him to any disciplinary meeting involving his supervisor or management personnel.

7.9 Time limits under this Article will not include absences from the workplace caused by sick leave, vacation leave, or leave of absence.

ARTICLE 8 - Seniority Rights

8.1 Company Seniority – Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service, and shall relate within each functional group only to the choice of vacation periods, and the earning of leave credits. Seniority credit shall continue while any employee is on leave granted by the Company.

8.2 Unit Seniority – Unit seniority shall be measured by the length of continuous service within the bargaining unit.

8.3 Promotions and Transfers – The employee with the most unit seniority shall, if he meets the qualifications set for the position by the Company, be promoted to fill a vacancy in a higher classification. Nothing in this Article precludes the Company from hiring applicants from outside sources where no present employee applies and is accepted. Vacancies shall be posted for a minimum of seven (7) days prior to advertising outside.

In no event shall the Company be required to offer promotions and transfers within one division to employees from the other divisions.

8.3.1 Without his consent, no employee shall be transferred or assigned to another functional group whose job content is substantially different from that of his regular functional group.

8.3.2 No individual employee offered a promotion shall be in any way penalized for refusing to accept such a promotion.

8.3.3 An employee promoted to fill a vacancy in either a higher functional group or a higher classification in the same group shall be on trial in such a classification for a period of three (3) months. The Company may at any time during the trial period return the employee to his former position without any loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that his promotion has been made permanent. Nothing in this Article will impair the Company's right as set out in Article 3 of this Agreement.

8.3.4 Employees required to perform in a functional group different from their regular functional group for which they have not received adequate training will not be penalized for errors committed during such performance, which errors are related to the lack of adequate training.

8.3.5 Employees may, by mutual agreement, train in job classifications other than their own.

8.4 Dismissal, Demotion or Suspension – The discharge, demotion or the suspension of an employee shall be for just and sufficient cause.

8.4.1 The employee shall be informed of the Company's decision to discharge, demote or suspend him by previous notice in writing and not otherwise.

8.4.2 The decision set forth in such notice may be subject to the grievance procedure as set out in Article 6 of this Agreement, except for those employees that may be discharged during their probationary period.

8.4.3 The Company will not take disciplinary measures against an employee, such as letters of reprimand, suspension or dismissal, unless he has been notified in writing within ten (10) working days following the supervisor becoming aware of the incident of which the employee has been accused, and a period of thirty (30) working days following such notification has elapsed in order for the employee to give a written reply. Such reply shall become a part of the employee's file.

8.4.4 An employee who is discharged for other than gross misconduct shall be given two (2) weeks' pay in lieu of further notice.

8.5 Layoffs – The Company shall advise the Union and the employee(s) concerned at least eight (8) weeks in advance of proposed layoffs.

8.5.1 When layoffs of employees are to be made, the Company shall determine what jobs are to be abolished and the number of employees to be laid off. Where employees are to be laid off, such layoffs shall proceed in inverse order of unit 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.

The least senior employee within a functional group and market where reductions are required shall be laid off and will have the following choices;

1. Exercise is bumping rights according to article 8.5.2 or 8.5.4
2. Accept a severance package according to article 10.7 and 8.5.6 if applicable.
3. Be placed on a recall list for a period of twelve month. If the employee is not recall after a period of one (1) year, the employee will be paid their full severance according to article 10.7.

Within forty-eight (48) hours from receiving the layoff notice, the employee has to communicate in writing his choice to the Company.

Employees who elect to receive severance pay in accordance with Article 10.7 and 8.5.6 if applicable will be deemed to have been laid off and abandoned any recall rights.

At any time within the one (1) year recall period the employee can abandoned his recall rights. The employee must inform the Company in writing and then will be paid severance according to article 10.7.

8.5.2 An employee about to be laid off from one functional group and who has the occupational qualifications for another functional group may apply his unit seniority and transfer laterally or revert to such another group.

8.5.3 While an employee is laid off the Company shall pay one hundred percent (100%) of all the costs of the employee's medical and insurance benefits as contained in Article 10.3 for a period of six (6) months, or until the laid-off employee receives such benefits from securing full-time employment elsewhere, whichever comes first.

8.5.4 An employee about to be laid off from one functional group who has the unit seniority, and who may be trained in a reasonable length of time to perform duties in another functional group shall be trained during the period of the layoff notice and he shall then revert to that group if he meets the qualifications for the position.

8.5.5 An employee who has reverted through layoff to another group and whose basic salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red circled) until such time as the salary in the lower rated job surpasses the employee's frozen salary and then such employee will proceed in the scale in accordance with Article 16.

8.5.6 An employee who volunteers to be laid off as per Article 8.5.7 or an employee who receives a layoff notice and who has the right to apply their seniority pursuant to Article 8.5.4 and who chooses not to exercise such right or to a position in another work location and who chooses not to exercise such a right, shall receive, in addition to severance pay pursuant to Article 10.7, one (1) additional weeks' pay per year of service to a maximum of twelve (12) weeks' pay. Such an employee will not be on the recall list.

8.5.7 The Union agrees that the Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with this Agreement. In addition, the Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off if it would prevent the layoff of a junior employee.

8.6 Re-call From Layoff – When vacancies occur in a functional group in the twelve-month period following a layoff in that group, the Company agrees to rehire, in the order of unit seniority, those employees who were laid off. The Company agrees to notify the employees concerned by registered mail, and the employees must give their decision in writing within fourteen (14) days. Employees re-engaged under this provision shall be credited with their seniority at the time of being laid off, plus seniority equivalent to the period of the layoff.

8.6.1 An employee who has reverted or transferred to another functional group due to the operation of Articles 8.5.2 and 8.5.4 shall be entitled to the same rights in the filling of vacancies in his former functional group as are permitted under Article 8.6 to laid-off employees.

ARTICLE 9 - Jurisdiction, New Devices and Methods

9.1 Jurisdiction – The Union agrees to the continuance of the company policy of assigning duties to employees (as defined in Article 2.1 of this Agreement) relating to the preparation, audition, rehearsal and transmission of programming.

9.1.1 The Company agrees not to assign to persons outside the bargaining unit duties now performed by members of the bargaining unit. However, in the case of News Bureaus, the Company may at its discretion contract personnel from outside the bargaining unit due to the exigencies of news coverage. The Company agrees that it will not hire outside contractors for the purpose of eliminating or displacing full-time employees or to avoid the re-call of employees who are laid off and available for assignment within the first twelve months of the layoff or to avoid the payment of overtime. Further, it is agreed that the following work practices by supervisors or other persons outside the bargaining unit defined in Article 2.2 are recognized by the Union, and the Company shall not be required to alter such practices:

- a) Manufacturers' or distributors' engineers or technical representatives engaged in installing, assembling, modifying, setting up, testing or repairing technical equipment.
- b) Operations Supervisors within the Operations Department using technical equipment over which they have direct supervisory or maintenance authority.
- c) The Vice-President, Bell Media Network, Director of Engineering, the Director of Operations, the Senior Director of News Production, as well as three (3) designated CP-level managers or supervisors in Network Operations may operate technical equipment for the purpose of testing, or evaluating such equipment, or for the evaluation of technical program quality.
- d) In the case of the News Bureaus, non-UNIFOR staff personnel may operate equipment set aside for their use and/or ENG/EFP equipment ordinarily operated by persons within the Union for the purposes of screening news material, logging and selecting for archiving, but shall not perform the function of recording or editing material intended for broadcast, or archiving.
- e) In the case of News Bureaus and/or news remotes, it is recognized as a matter of past practice that the Senior Director of News Production and CP-level managers and supervisors in Network Operations, have assisted in the technical and operational set-up of remote broadcast and /or ENG/EFP camera, edit and feed equipment. It is not the intention of the Parties to alter the present practice in this respect.
- f) In Toronto, the feeding, recording and editing of all news material may be carried out by qualified members of either division. This will not result in a reduction of work or in a reduction in the number of employees within the operations division working in News Editing. Distribution of all other material to the network [other than news material contained within this sub-clause] will remain the responsibility of the

operations and engineering departments.

- g) In Toronto “contract personnel” as referred to in Article 9.1.1 may also mean Local 79 UNIFOR bargaining unit ENG Camerapersons, Senior Camerapersons, Supervising ENG Camerapersons, Editors / editing from Local 79M. The Company agrees it will not hire/assign/utilize these “contract personnel” for the purpose of eliminating or displacing full-time employees or to avoid the recall of employees who are laid off and available for assignment within the first 12 months of the layoff or to avoid the payment of overtime.

9.1.2 Every recording produced by the Company which has had UNIFOR personnel involvement, shall have the UNIFOR seal legibly exhibited on the Slate, as well as the recording container.

9.2 New Devices 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 in the bargaining unit herein set forth if such employees are qualified to operate and maintain such equipment subject to the jurisdictional qualifications contained in Article 9.1.

9.2.1 It is agreed that CTV has the right to introduce and use new or modified equipment, machinery, apparatus, process, methods and/or types of equipment. The Company agrees to provide formal training to employees to ensure that employees are able to perform their assignments to meet operational requirements and when the functions that employees perform are undergoing change due to changing priorities of the Company.

9.2.2 The Company agrees that no employee on payroll as of August 13, 1991 will be dismissed, laid off or downgraded because of the introduction and use of such new or modified equipment, machinery, apparatus, processes, methods and/or types of equipment.

9.2.3 Technological Change – Should layoffs result from technological change with respect to employees other than those protected by Article 9.2.2, and as distinguished from changes in programming, the Company shall:

- a) Give the Union and the employees as much advance notice as is practicable, but not less than five (5) months’ notification of such layoffs or five (5) months’ pay in lieu of said notice, plus benefits as outlined in Article 10.3 for the same period. Also, the employee shall receive severance pay, as outlined in Article 10.7.
- b) The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the Parties shall arrange a meeting or meetings, for the purpose of conducting discussions to assure that any hardship to the employees affected shall be

minimized; this shall be done by providing, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the Parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off at a mutually agreeable time, during their normal workweek, without loss in salary, to be interviewed for positions outside the Company.

9.2.4 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.

ARTICLE 10 - Employee Benefits

10.1 Sick Leave – Sick leave means the period of time an employee is absent from work. When taken ill or incapacitated they shall notify their immediate Supervisor or Department Head as quickly as possible, by e-mail or phone.

10.1.1 An employee who is absent on account of sickness or quarantine shall be paid for a continuous absence prior to the eighth full calendar day of such absence. Upon the eighth full calendar day of an absence covered by Article 10.1 such absence shall be treated in accordance with the applicable Company practices currently in effect, or as amended from time to time following notification to the Union. This will include short-term disability benefits of up to eight (8) weeks of at 100% of basic salary and a further eighteen (18) weeks of basic salary at 80%. The employee shall be required to apply for Long Term Disability for continuing illness or incapacity for the period exceeding twenty-six (26) weeks.

10.1.2 Except for those incapacitated by a work related illness or injury, employees who are absent due to illness or incapacity and who do not qualify for the Long Term Disability payment in the Company Plan, shall be placed on leave without pay pending final adjudication of their claim. It is understood that an employee in this situation may otherwise be entitled to Employment Insurance, CPP Disability Benefits or social assistance while recovering from their illness.

10.1.3 Absence because of illness or incapacity up to six (6) months shall not interrupt the accumulation of an employee's vacation credits.

- a) Should an employee fall sick or become incapacitated while on authorized leave of absence, the Short Term Disability benefits will not begin until the expiration of that leave,
- b) Should an employee be injured or become ill while on vacation, where such illness was serious enough to legitimately impair their vacation for at least two (2) days, salary continuance benefits shall be paid for such absence in accordance with Article 10.1, and the unused days of vacation shall be credited to the employee

provided the employee is under a physician's care and the employee presents a note from the physician. Such leave shall be paid commencing on the first day of an illness or injury when an employee is under a physician's care.

10.1.4 Effective January 1, 2013 employees who are incapacitated by a work related illness or injury shall be entitled to claim benefits pursuant to the respective Provincial Workers Compensation Act for which the Company agrees to subscribe.

10.2 Maternity and Parental Leave – Every employee will be entitled to up to **seventy-eight (78) weeks** of leave of absence made up as follows:

1. Up to seventeen (17) weeks of maternity leave.
2. Up to **sixty-one (61) weeks** for parental leave for the birth mother or up to sixty-three **(63) weeks of parental leave for all other new parents. Parental leave must be completed within seventy-eight (78) weeks of the baby's birth.**
3. In the case of an adoption, **up to sixty-three (63) weeks of leave is allowed per couple. The adoption leave must be completed within sixty-three (63) weeks of the date the child enters the employee's custody.**

10.2.1 The employee shall give the Company four (4) weeks' notice of their intention to take maternity, adoption or parental leave. Upon going on such the following supplemental benefit shall be paid by the Company where an employee has six (6) months or more of Company seniority:

- 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 sixty-seven percent (67%) of salary integrated with EI benefits for seventeen (17) weeks,
- or
- b) in respect of Adoption or Parental Leave, which may be taken in conjunction with (a) above, an employee is entitled to sixty-seven percent (67%) of salary integrated with EI benefits for twelve (12) weeks, and a further leave of absence without pay not to exceed thirty-seven (37) weeks.

10.2.2 An employee on Maternity, Adoption or Parental Leave will continue to accrue vacation time. The employee will also have the option of continuing the pension plan contributions.

10.2.3 An employee who intends to take parental leave is entitled upon written request to be informed in writing of every employment promotion, or training opportunity that arises during this absence.

10.2.4 An employee who takes maternity, adoption or parental shall upon conclusion of such leave be reinstated in the same position and at the same rate of pay which he held

prior to taking such leave.

10.3 Medical and Dental Benefits – Effective January 1, 2013 employees will transition to the Company's Omniflex Benefits Plan. The benefit plan shall provide each employee with a choice of options available for single and family coverage. Details of the various benefits shall be as discussed and presented to the Union at the signing of this Agreement. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

10.4 Pension Plan – It is understood that participation in the Defined Benefit Pension Plan shall be discontinued for all active members on December 31, 2012. The Bell Media Inc. (Retirement Plan for Employees formerly at CTV Television Network Ltd.) Pension Plan shall provide a benefit to all employees who are enrolled in the plan and it shall be the Company's obligation to fully fund the plan in accordance with all federal and provincial statutes. In addition, Letter of Agreement No. 2, Bridge Benefit, shall continue to be available to members of this plan. Further, employees in the Defined Benefit Pension Plan will be eligible to receive a Special Retirement Allowance (SRA).

Employees enrolled in the CTV Defined Contribution Plan shall cease participation in this plan on December 31, 2012.

10.4.1 Effective January 1, 2013, all employees shall participate in a Defined Contribution Pension Plan, as outlined and presented to the Union at the signing of this Agreement, with contribution combinations as follows:

| | | | | | |
|----------------------------------|----|----|----|----|-----|
| Employee voluntary contributions | 0% | 1% | 2% | 3% | 4% |
| Company contributions | 4% | 5% | 6% | 6% | 6% |
| Total contributions | 4% | 6% | 8% | 9% | 10% |

10.5 Special Leave

- a) When an employee is required to be absent due to a death in his immediate family, i.e., legal guardian, father, mother, brother, sister, mother-in-law, father-in-law, and grandparents he shall be granted compassionate leave of absence with pay up to three (3) days, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.
- b) When an employee is required to be absent due to a death in his immediate family, i.e., spouse, same sex partner, child or step-child he shall be granted compassionate leave of absence with pay up to five (5) days, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.
- c) When an employee is required to be absent due to a death with respect to his

brother-in-law, sister-in-law, aunts, and uncles he shall be granted compassionate leave of absence with pay for one day, and at the discretion of the Company, additional sufficient time to accomplish all that is required of him.

- d) Compassionate leave of absence with pay up to three (3) days shall be granted with respect to any relative, permanently residing in the employee's household, or with whom the employee resides.
- e) The Company agrees not to change its past practice relating to the granting of compassionate and bereavement leave.

10.5.1 The Employer recognizes the need for leave for specified emergencies, e.g., birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Employer.

10.5.2 The Company will grant sufficient time to an employee for medical, dental and eye appointments where reasonable notice is given.

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 Article 4.5. No employee shall suffer loss of seniority or other benefits as a result of such leave.

10.6 Jury and Witness Duty – Employees called to serve on juries, or to obey a subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such calls, provided the employee returns to work if he is released from jury prior to 12:00 noon. An employee serving on a jury or obeying a subpoena will not be assigned to work on evenings or weekends during such service.

10.7 Severance Pay – Severance pay shall be paid to an employee dismissed or released through no fault of his own. Such severance shall be paid at the rate of three (3) weeks' salary for each completed year of service up to a maximum of **sixty-eight (68)** 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.

10.8 Existing Benefits – The Company recognizes that as of February 26, 1988, employees in the bargaining unit have enjoyed certain benefits and the Company agrees not to alter or change these benefits in such a manner as to be discriminatory.

ARTICLE 11 - Transportation and Travel Expenses

11.1 Travelling Expenses – The Company agrees to reimburse each employee for all authorized travel and/or approved expenses and for parking fees and other justifiable miscellaneous expenses in connection with their assignments upon presentation of receipts where feasible, and where travel is approved by the Department Head.

11.1.1 When an employee on authorized Company business is involved in an accident resulting in damage to his car and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of five hundred dollars (\$500.00).

11.1.2 It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory, and he may at his discretion decline to do so.

11.1.3 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, except for those News employees who have agreed to supply their vehicles for Company business.

11.1.4 News Mileage – **Although** both the Union and the Company recognize what has been common practice, **an employee** may use his personal vehicle to transport ENG equipment and News personnel to and from assignments. To those employees who agree **and are approved** to supply their vehicles to **the company** on a regular basis, the Company shall:

- a) Provide one hundred percent (100%) of the cost of Bureau parking for one vehicle per crew (where free parking is unavailable), plus parking fees while on assignment;
- b) Reimburse employees for approved mileage based on the cents per kilometer rate, **as outlined in the Bell Canada/BC travel policies**
- c) Where employees agree to use their vehicle on a regular basis, they shall receive a minimum credit of one thousand (1,000) kilometers payment each month;
- d) Where employees agree to use the vehicle on a regular basis, they are required to carry business insurance. The Company will pay the difference between business and pleasure insurance, to a maximum of five hundred dollars (\$500.00) per year upon the submission of a copy of the insurance statement and receipt.

11.1.5 Use of Company Vehicles – 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 Union agrees that the Company may purchase and review driver abstracts for those employees who are required to drive Company vehicles as part of their job.

- b) Employees who drive Company vehicles shall report all incidents of suspended licenses to the Company.
- c) The Company may require employees who drive Company vehicles to participate in driver training provided it pays for such training, which shall be scheduled on working time.
- d) Employees must exhibit a valid driver's license annually.
- e) Where the requirement to drive a Company vehicle is a condition of employment, the Company reserves the right to assign an employee other duties where the employee has been unable to maintain a valid license.
- f) The Company reserves the right pursuant to Article 3 to exercise its rights to discipline an employee where it has just cause to do so.
- g) Non-employees other than those covered by Company insurance 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.

11.2 Definition of Location and Location Expenses – For the purposes of this Agreement, the following definition of “location” shall apply:

- a) “Local” location shall be considered within a forty (40) kilometer radius of City Hall, and the major airport servicing each city.
- b) “Out-of-Town” location shall be any point beyond the limits defined as “Local” location.

11.2.1 The Company shall pay a per diem allowance to employees while on out-of-town assignments or in the case of employees who are on assignment at a location within their local area designated as a “locked-in” location (e.g. budget lock-up). Claims will not be calculated on fractions of a day, but rather shall be reimbursed for any or all meal periods while out of town, according to the Bell’s Per Diem Plan.

It is understood that meal allowances shall not be paid when the Company supplies an appropriate meal provided that;

- i. The employee is provided with a suitable hot meal, including a selection of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations.
- ii. Where a meal period is not provided a missed meal payment shall be claimed by the employee at the appropriate rate in accordance with Article 14.2 (First Meal) and Article 14.3 (Second Meal).

The per diem amounts may be reduced up to the amount of meal allowance involved (i.e. breakfast, lunch, dinner) in accordance with this Article. A reduction of per diems will not apply when only light items are available.

11.2.2 Employees on “out-of-town” assignments who require overnight accommodation shall receive single occupancy first class accommodation at Company expense when available at the location concerned.

First class accommodation shall be determined by AAA or CAA published standards.

11.2.3 The allowances mentioned in Article 11.2.1 shall be in addition to the following allowable expenses:

- a) The cost of transportation, including chair or parlour car seat, and, when applicable, automobile mileage allowance.
- b) The cost of taxis and limousine service between residence and station or Bureau or airport at point of departure and return, and between station or airport and hotel, at point of destination, between job site and hotel and return.
- c) The cost of vehicles for the transport of equipment.
- d) The reasonable cost of extra assistance in handling equipment.
- e) For News Bureau employees, a five (5) minute call to home base shall be provided on a daily basis when on assignment within North America.

Outside North America, a News employee shall be provided a five (5) minute call home on the first day and a five (5) minute call home each third (3rd) day thereafter. All calls are to be charged to the company supplied telephone credit card wherever possible, not on hotel room bills.

- f) The cost of laundry on assignments of five (5) days or more, or when an assignment is extended after the employee leaves his home base.
- g) The Company agrees to insure News Bureau employees covered under the terms of this Agreement against accidental death or dismemberment in the amount of \$400,000 while travelling in a war zone or civil insurrection area. In addition, and in the event of an employee's death on such assignment the Company shall bear the cost of transporting the remains of an employee and the cost of burial not to exceed \$20,000.
- h) All costs of obtaining required travel documents, i.e., passports, photographs, visas, inoculations, etc., shall be borne by the Company. As a condition of employment, it is the responsibility of each News Bureau employee to maintain current and valid travel documents.
- i) At its discretion, for purposes of business travel, the Company may provide employees with selected corporate credit cards. Personal charges on company accounts are not allowed. Abuse will result in forfeiture.
- j) The Company shall return an employee to home base at Company expense when a medical or family emergency occurs while on assignment, either to the employee, or his family. Any additional medical costs above the employee's insurance coverage for emergency treatments while on assignment shall be borne

by the Company.

- k) In the event an employee is sent on an out-of-town assignment without the opportunity of packing the appropriate wardrobe, and with the prior approval of the Company and upon submission of proper receipts, the Company shall reimburse the employee for reasonable clothing expenses.
- l) All News Bureau air travel will be economy class, except on flights, which exceed six (6) hours in duration when business class may apply at the discretion of news management. On economy class flights in excess of six (6) hours, employees shall have the option of storing their equipment in the baggage compartment of the aircraft.
- m) Where employees are assigned to an out-of-town location for a duration of ten (10) days or longer, at its discretion the Company may choose to provide accommodation at an apartment or "housekeeping" hotel. Such arrangements will be made in consultation with the employee, and matters such as the transport of personal effects and the ability to maintain personal business while away from home shall be accommodated in a reasonable manner. Article 11.3 (d) will not apply during such an assignment.
- n) **Business expenses must be paid by the employee's credit card, whenever possible. Expenses, including copies of all receipts, must be submitted using the Company's electronic expense management system as soon as possible after receiving notification from said system.**
- o) News Bureau employees who accept a transfer from one city to another shall do so under the terms of the existing CTV News moving policy, which shall include the cost of real estate fees and a repayment schedule should the individual cease employment with the Company on his own choice. Note: It is not CTV News policy to pay the moving expenses of first time, new employees.

11.2.4 It is agreed that cash advances to cover travel will be provided in accordance with the Bell corporate travel policy. When an advance is required, the employee will take the cash advance using their corporate credit card.

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. Such time will be computed:

- a) From two (2) hours prior to the scheduled time of the carrier's departure, when the employee leaves from his home for travel by common carrier.
- b) From the assigned hour of departure from his home when the employee travels by automobile direct to the assignment.
- c) From the time he leaves his normal place of employment when the employee reports there before proceeding to travel.

- d) From the assigned hour of departure from his lodging when an employee is using overnight accommodation.

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

11.3.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive.

11.3.3 When an employee is required to work at a studio or remote location other than his normal place of employment, he shall be credited with all-time consumed in transit between such normal place of employment and any other studio or remote location and return.

ARTICLE 12 - Holidays and Annual Vacation

12.1 Holidays and Holiday Pay – The following shall be paid holidays:

- New Year's Day (January 1st)
- Good Friday (Friday before Easter)
- Victoria Day (Monday on or before May 24)
- National Holiday (June 24, Quebec only)
- Canada Day (July 1st)
- Civic Holiday (First Monday in August, all provinces except Quebec)
- Labour Day (First Monday in September)
- Thanksgiving Day (Second Monday in October)
- Christmas Day (December 25)
- Boxing Day (December 26)
- Plus any day duly proclaimed by the Federal Government as a public holiday. In the case of News Bureaus other than in Ontario, an employee shall be guaranteed a total of nine (9) public, paid holidays even though his particular Province may designate days other than those specified above as official holidays.

(a) Employees may be eligible for up to two (2) Personal Floater Days per calendar year. Eligibility to Personal Floater Days is determined as follows:

- the employee is eligible to two (2) Personal Floater Days if actively at work for at least nine (9) months in the calendar year;
- the employee is eligible to one (1) Personal Floater Day if actively at work for at least three (3) months but less than nine (9) months in the calendar year;
- the employee is not eligible to Personal Floater Days if actively at work for less

than three (3) months in the calendar year.

Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another. Notwithstanding the foregoing any employee on staff as of June 5, 2012 shall be entitled to three (3) Personal Floater Days which shall be grandfathered under this Agreement.

- (b) When one of the nine (9) holidays listed above falls on a Saturday or Sunday and the day following is proclaimed a holiday by the Federal or Provincial Authorities, the corresponding weekday(s) proclaimed shall be deemed to be the holiday(s) for the purposes of this Agreement.
- (c) When December 25th falls on a Saturday or Sunday and where December 26th and 27th are proclaimed as public holidays, the entitlement to holidays for the purposes of this Agreement shall be only December 25th and 26th.
- (d) When January 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 only January 1st.

12.1.1 Employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, he shall be paid for eight (8) hours at his basic rate of pay.
- (b) If a holiday falls on an employee's scheduled day off or within his vacation, he shall receive one (1) additional day off either added to the vacation or granted at another time agreeable to both Parties.
- (c) If the holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one half (2½) times his basic rate (which amount shall include his normal basic pay) for all hours worked with a minimum credit of eight (8) hours and three (3) times his basic rate for all hours worked in excess of eight (8) hours.
- (d) If the holiday falls on a scheduled day off and the employee is required to work, he shall receive three (3) times his basic rate for all hours worked, with a minimum credit of eight (8) hours.
- (e) For any of the remaining holidays received in accordance with (b), (c), or (d) above, an employee may at his option 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 (b), (c) or (d) above shall be reduced by eight (8) hours basic pay only for each day taken in lieu as provided herein. An employee leaving the employ of the Company shall receive unused credits provided herein by cheque.

12.1.2 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.

12.2 Scheduling of Christmas and New Year's – Before October 15th of each year the employees will advise the Company 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 Company seniority within the functional group and each employee, if he 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 6:00 p.m. on the eve of that holiday. An employee shall be informed by November 15th whether their chose of Christmas Day or New Year's Day has been granted.

In the case of News Bureaus, the Company reserves the right to schedule Christmas and New Year's days off on a bureau-by-bureau basis. Company seniority shall apply only in those Bureaus with multiple crews.

12.3 Vacations and Annual Leave – Employees shall be entitled to an annual vacation with pay, or separation pay in lieu thereof, in accordance with the following table:

| Years of Service | Duration of Vacation in Working Days | Payment: % of Gross earning since January 1st |
|-------------------------------|---|---|
| Less than 1 year | 1.5 days per month (max. 15 days)* | |
| 1 – 6 years | 15 days | Less than 7 yrs. 6% |
| 7 – 11 years | 20 days | 8% |
| 12-17 years | 23 days | 8% |
| 18 -24 years | 25 days | 10% |
| 25 years and above | 30 days | 10% |

*Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days). If the hiring date is between the 1st and the 15th the entire month will be considered in the vacation calculation. If the hire date is after the 15th the current month will then be excluded from the calculation.

Employees who have obtained a higher milestone as of January 1, 2013 shall be entitled to maintain the higher vacation entitlement until they reach the next milestone in accordance with the above table.

- a) An employee shall be credited on January 1st with the calendar year credits. Employees attaining a milestone within the forthcoming calendar year shall be credited with the milestone on January 1st.
- b) Vacation credits must be taken between January 1 of the calendar year in which

they are earned and April 30th of the following year. In extenuating circumstances only, and with the permission of the Vice-President, or their designee, earned vacation credits may be carried beyond April 30th.

- c) Employees who at the signing of this agreement had remaining credits with CTV prior to December 31, 2012 will be allowed to bank these credits and must use these credits prior to December 31, 2015. If the employee leaves the Company for any reason prior to December 31, 2015 the remaining banked credits shall be paid out in cash.
- d) Employees returning to work following; sick leave, Maternity, Adoption and Parental leave shall have sixteen months from the date of their return to work to use up vacation entitlements which they had earned prior to and during Maternity and Adoption Leave.
- e) If employment is terminated involuntarily, all earned vacation credits shall be paid out in cash. If the employee quits it is understood vacation credits not taken prior to leaving the Company will not be paid except for what is required by the Canada Labour Code, **4% or 6% after 5 years of consecutive service or 8% after 10 years of consecutive service, if applicable**. In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

12.3.1 In the event pay day(s) occur during an employee's vacation period, he shall, upon request, receive his pay prior to going on vacation; except in the case of last minute vacation scheduling, requests for such advance must be received by the Department Head three (3) weeks in advance to allow for appropriate computer programming changes.

12.3.2 Employees may take a day or two departmental leave, provided they have vacation leave to their credit subject to the departmental head's approval.

12.4 Scheduling Annual Leave – Summer vacation period shall be scheduled between June 1st and September 30th. Vacations may be taken outside the vacation period (except for 12.4.3 below) when requested by the employee and agreed to by the Company.

- (a) It is understood and agreed that an employee, at their option, need not take all vacation time owed at any one time.

12.4.1 On or prior to March 15th, employees shall be notified to advise the Company of their vacation preferences on a form prescribed by the Company. Employees will prioritize their request for vacation indicating a two-week preference over other time periods. These forms must be completed and returned to the Company no later than April 1st.

12.4.2 Summer vacation schedules shall be posted no later than April 21st and preferences shall be given employees on the basis of Company seniority within the

functional groups. Such seniority will apply to a two-week period as indicated by the employee in consultation with the Company. The balance of requested vacation will then be scheduled on a seniority basis in consultation with the Company.

12.4.3 The Christmas-New Years' vacation requests (except for Christmas Day and New Year's Day) shall be submitted prior to October 15th each year and preference shall be given employees on the basis of seniority within the functional group for one of two weeks off. Once each employee in the bargaining unit has received such initial preference further requests for the other one-week period shall be reviewed and scheduled by seniority. Approved vacation requests will be confirmed by November 15th.

12.4.4 Except for 12.4.1 and 12.4.3 (above) the Company agrees to confirm or deny an employee's; annual leave, time off in lieu, days off, or other time off requests within ten (10) working days from the date it is submitted.

12.4.5 In the case of News Bureaus, due to the varying nature of news coverage, it is agreed that scheduling of annual leave shall be a matter of discussion between the Company and individual employees on a bureau-by-bureau basis. Company seniority shall apply within functional groups only in those Bureaus with multiple crews.

ARTICLE 13 - Hours and Scheduling of Work

13.1 Work Week – The work week shall consist of five (5) days of eight (8) consecutive hours each, commencing at 12:01 a.m. Monday. The hours of work shall be exclusive of the first meal period but inclusive of the second meal period and break periods.

13.1.1 The five (5) day work week referred to in Article 13.1 shall be computed as being averaged over four (4) weeks comprising twenty (20) working days (i.e., as encompassing two (2) pay periods).

13.1.2 Alternative Work Week – Notwithstanding Articles 13.1 and 13.1.1, 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 workday provided for in Article 13.1 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 workweek resulting from this Article shall be scheduled consecutive to the two (2) consecutive days off provided for in Article 13.2.

13.2 Days Off – There shall be two (2) consecutive days off for each work week which shall be referred to as "scheduled days off", and which may be given in the week adjacent to the week in which they were earned. The two (2) scheduled days off may be in separate workweeks, that is, Sunday and Monday. The Company shall continue to make an effort to schedule the two (2) scheduled days off on weekends as frequently as possible and in any event not less often than one

weekend in every three.

13.2.1 The workdays in any workweek need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

13.2.2 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off shall be defined respectively as seventy-two (72) hours plus the turnaround period of twelve (12) hours for a total of eighty-four (84) hours and ninety-six (96) hours plus the turnaround period of twelve (12) hours for a total of one hundred and eight (108) hours.

13.2.3 When the two (2) scheduled days off are separated as provided in Article 13.2.5, there shall be eighty-four (84) hours between the end of the last tour before, and the beginning of the tour next following, such days off.

13.2.4 An extra day off is defined as twenty-four (24) hours only and may be scheduled consecutive to scheduled days off or separate from them.

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

13.3 Tour of Duty – A tour of duty or tour shall mean the scheduled, authorized and/or approved time worked by an employee during a day, not including callback, with a minimum credit of eight (8) consecutive hours, provided that if the tour extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

13.4 Posting of Schedules – The weekly schedule clearly showing daily starting times, finishing times and days off, shall be posted no later than 1:00 p.m. on Friday two (2) weeks prior to the week in question. Further, News Bureau employees do not require meal periods to be scheduled and posted.

Once the weekly schedules have been posted, the employee's days off for such posted schedule shall not be changed without the employee's consent. For purposes of scheduling in News Bureaus, it should be understood all times quoted in this Agreement are to be considered local time.

13.4.1 After this posting, there shall be no reduction in the number of hours scheduled, except that the posted number of hours may be reduced due to the vagaries of the news agenda until the end of the fourth (4th) hour of the tour in question. If such notice is not given, all additional hours originally scheduled and not worked will be paid at half time.

13.4.2 When an employee's daily schedule totals less than eight (8) hours, every effort

will be made by the Company to provide notice of increased hours as soon as possible, given the vagaries of that day's news agenda. But, regardless of notice, all actual hours worked shall be reported on the weekly time sheet to be paid at whatever rate is applicable when the total number of hours worked is determined at the end of the week.

13.4.3 The provisions of Articles 13.4 and 13.5 with respect to scheduling of start and finish times or the changes thereof will not be applicable to News employees on out-of-town assignment. On those occasions start and finish times shall be assigned as early as possible but not later than the end of the tour of duty on the day before for purposes of continuing the news assignment or returning to home base. If such notice is not given, the employee's tour of duty for the next day shall be deemed to commence at whatever time was originally posted.

13.5 Change of Schedule – Notice of change of starting time shall be given no later than 2:00 p.m. 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 verbally so informed the employee, provided that this shall not relieve the employee from checking his/her posted schedule as per Article 13.4. If the employee is off duty, the company will notify the employee verbally. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.

13.5.1 Due to the varying nature of news coverage, every effort will be made by the Company to contact News Bureau employees returning from a leave if the pre-arranged start time for the day of their return has been altered. Similarly, such employees should also endeavour to contact their immediate supervisor or the News desk by telephone to confirm the start time of the next day's tour of duty so as not to miss an assignment.

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

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

13.6 Overtime Computation – Overtime shall be paid for all time worked or credited in excess of forty (40) hours in any week at the rate of one and one-half (1½) times an employee's straight time hourly wage. Should the hours of work exceed sixty (60) in a week, an employee shall receive two (2) times his basic hourly rate of pay for the sixty-first (61st) and all subsequent hours of work.

13.6.1 Payment for overtime shall be made not later than the last pay period of each calendar month. If an error in computation of overtime occurs, it shall be adjusted as soon as possible and in no event later than the next payday.

13.6.2 No payment for overtime shall be made unless it is authorized either before or

after by a Company Supervisor.

13.6.3 An employee may at his own discretion refuse to work overtime and shall not be penalized for so refusing. However, if employees refuse an overtime request, the Company may hire outside contractors to complete the assignment.

13.7 Work on a Scheduled Day Off – When an employee agrees to work on a scheduled day off, the rate shall be one and one-half (1½) times the normal rate with a minimum credit of eight (8) hours.

13.7.1 If an employee who has worked on one of two or more, consecutively scheduled days off, agrees to work on the second or subsequent such consecutively scheduled days off, he shall be paid for all hours worked on such second or subsequent day(s) off at twice (2X) the basic rate with a minimum credit of eight (8) hours.

13.7.2 All time worked in excess of eight (8) hours on a day off shall be paid at an additional one-half (½) the basic rate over the rates contained in Articles 13.7 and 13.7.1.

13.7.3 An employee may refuse work on a day off without being penalized in any way for such refusal.

If employees refuse work on a scheduled day off, the Company may hire outside contractors to complete the assignment.

13.7.4 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than four (4) hours prior to the end of the tour on the day prior to the days off or holiday in question. If such notice is not given, the employee shall receive four (4) hours' pay at the straight time rate, computed separately from the workweek.

13.8 Turnaround Period – A turnaround period is a period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

13.8.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (½) the basic hourly rate as defined in Article 13.6 computed separately from the work week except as provided in Article 13.8.4.

13.8.2 In the event that a turnaround period is less than eight (8) hours in duration, an additional compensation of ten dollars (\$10.00) shall be paid to the employee.

13.8.3 In the event that a turnaround period is less than four (4) hours, the previous tour of duty shall be considered continuous and the scheduled tour of duty following shall be considered an extra day off paid at the basic hourly rate.

13.8.4 No payment shall be made for the following:

- (a) Encroachment on a swing-in shift (where the employees are on a regular rotating shift pattern) which occurs in conjunction with an employee's regular scheduled days off;
- (b) Encroachment caused by an extension of a tour of duty due to absence to attend Union negotiations or grievance meetings.

13.9 Call-Back – Call-back is defined as those hours credited to an employee who, having worked and/or been credited with the total hours in his tour of duty (Article 13.3), is called back for further work.

13.9.1 If an employee is scheduled, assigned or notified of a callback before or after the time he leaves his place of work on the day of the callback, a minimum of four (4) hours shall be added to the tour.

13.9.2 An employee scheduled, assigned or notified of a call-back after having left his place of work on the day in question, and having completed the work assigned, shall be paid at whatever rate is in effect when the number of hours worked and/or credited is totaled at the end of the week.

13.9.3 An employee, at his own discretion, may refuse to work callback as outlined in Article 13.9 and shall not be penalized for such refusal.

If employees refuse a callback request, the Company may hire outside contractors to complete the assignment.

13.9.4 Should all qualified employees who could be reached refuse a callback, the Company may direct the required overtime to any qualified member of the bargaining unit, in inverse order of seniority.

13.10 Night Differential – All work performed between the hours of 12:00 midnight and 6:00 a.m. shall be compensated for at an additional twenty per cent (20%) of the basic hourly rate computed separately from the workweek for each hour, or portion of an hour worked between the said hours. Night differential shall not be deemed overtime or part of basic pay.

13.11 Temporary Upgrading – Should an employee be temporarily assigned to perform work in a higher classification than that to which he is permanently assigned, he shall be paid at the normal rate within the wage scale applicable to the higher classification, provided that the total hours of work in the higher classification exceed six (6) in any one week. This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. In no case shall upgrading result in any reduction of an employee's salary.

13.11.1 The provisions of Article 13.11 shall not apply when an employee temporarily relieves another employee in a higher classification for a meal period not exceeding one (1) hour in any one (1) tour of duty.

13.11.2 Notwithstanding Article 13.11.3, it is recognized by the Parties, that upon the agreement of the employee, he may be assigned on a temporary or occasional basis to a functional group that is substantially different from his regular functional group in order to avoid payment for overtime for work on a first or second day off to other employees in the functional group to which he is so assigned, subject to the provisions of Article 13.11.

13.11.3 Employees temporarily assigned to perform the principal job functions of a higher classification in Management for four (4) hours or more, shall receive one dollar (\$1.00) per hour for each hour so assigned and they shall have none of the benefits or conditions of work under the Agreement impaired for the duration of such assignment.

13.11.4 At the time of assignment to a higher classification, an employee shall be verbally advised of his temporary upgrading and the rate of pay, which may apply. This shall be confirmed in writing and noted on his daily assignment sheet.

13.12 Excessive Hours and Safety – The Company shall not repeatedly assign excessive hours of work to employees. All reasonable safety and precautionary measures shall be taken by the Company. The Company will continue to provide smocks and other protective clothing in accordance with its present practices. Employees will not be required to work alone in the building. The Company will give consideration to the capabilities and physical limitation of an employee in the assignment of work.

The Company shall make all reasonable efforts to ensure that all areas of operation are properly ventilated and that a reasonable circulation of air exists, and further that the building's climate control system operates within a reasonable temperature range.

13.12.1 It is recognized that due to the nature of the Network News operation, Bureau employees may on occasion be assigned to cover events in a war zone. The Company agrees no such assignment shall be made without prior discussion with the employee or over an employee's objection.

13.13 With the mutual agreement of the employee and the Company, an individual may elect to receive time off in lieu of any overtime or credit for work performed on days off. Such time off shall be based on the actual rate of the penalty of premium time earned e.g., eight (8) hours at one and one-half (1½) basic pay equals twelve (12) hours credit and shall be in lieu of such payment. A maximum of eighty (80) hours may be accumulated at any time and shall be scheduled at a time mutually agreed upon by the employee and the Company, news assignments permitting. An employee may elect to liquidate the accrued time by cheque payment either upon leaving the Company or at the end of any of the Company's seasonal quarters, i.e., March 31, June 30, September

30, or December 31.

ARTICLE 14 - Break and Meal Periods

14.1 Employees shall take two (2) reasonable break periods during a tour of duty at a time that will not interfere with their assignments.

14.2 First Meal Period – News Bureau employees shall receive in all tours of duty a 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 (3rd) hour and ending not later than the end of the sixth (6th) hour of such tour. When operationally feasible the meal will not be scheduled in the third hour of the tour. If such a meal period is not taken due to the exigencies of the assignment, then one-half (½) hour will be added to the end of the tour and be paid for at the appropriate rate.

14.3 Second Meal Period – News Bureau employees shall receive a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes duration in tours of duty of more than **ten (10)** hours, to be paid at the prevailing subsequent meal rate, unless a meal is provided by the Company. This second meal period shall be assigned or taken beginning not earlier than the start of the ninth (9th) hour of the tour and end not later than the end of the thirteenth (13th) hour of the tour. If such a meal is not taken due to the exigencies of the assignment, then one-half (½) hour will be added to the end of the tour and be paid for at the appropriate rate.

14.4 Subsequent Meal Periods – A subsequent meal period of not less than sixty (60) minutes shall be scheduled or assigned within the fourth (4th) or fifth (5th) hour after the scheduled or assigned prior meal period.

A subsequent meal of \$20.00 CDN in Canada and \$20 US in the rest of the world shall be paid after a ten (10) hour tour of duty and every five consecutive hours thereafter.

NB: Subsequent amount shall not be treated as a taxable benefit.

ARTICLE 15 - General Wage Provisions

15.1 Employees shall be paid according to the wage schedule applicable to the classification to which they are assigned with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

15.1.1 It is understood that recognition of industry experience and the granting of merit increases in salary are matters for the sole discretion of Company Management.

15.1.2 The salary scales set forth in Article 16 are minimum.

15.2 Progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of employment with the Company.

15.3 When an employee reaches the top of his salary scale his qualifications shall be reviewed by the Company to ascertain whether he is qualified for upgrading. The employee shall be advised of the findings of his review, in writing, not later than ninety (90) days prior to the end of the twelve (12) month period following the date he reached the top of his classification, and the Company's decision shall not be a subject for grievance.

15.4 When an employee is promoted, he shall be placed on an actual step of the wage scale applicable to his new job function that is not less than the sum of his former actual salary, including credits previously granted by the Company for merit or experience in the industry, plus one (1) full increment in the wage scale of the category from which he is being promoted. One full increment is defined as the amount the employee would next have received in his former category.

15.5 Twice the net weekly salary (i.e., salary after a reasonable proportion of the total monthly deductions have been made) will be paid not later than 12:00 noon each second Friday. If a payday occurs on one of an employee's days off, the employee's pay cheque shall be made available to him before he leaves work on his last working day prior to the payday.

15.5.1 Time sheets shall not be altered so as to reduce the employee's pay claim without the Company informing the employee in writing with the reason, and alterations shall be subject to grievance. Copies of the weekly time sheets shall be provided with pay cheques indicating the overtime computations.

15.5.2 In order to ensure prompt payment, overtime computations and attendance records time sheets for each week shall be delivered to the Department Head or his designee by 12:00 noon by Tuesday. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.

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

ARTICLE 16 - Wage Scales and Classifications

16.1 Functional Groups – Functional groups shall be defined as follows:

- (a) Floor Director
- (b) Switcher/Director

(c) ENG Camera Assistant/Editor

(d) ENG Camera, Senior ENG Camera, ENG Technician, Senior ENG Technician

(e) Senior ENG Editor, Senior Director/Editor

16.2 Wage Schedule – Groups for the purpose of wage classification shall be as follows:

Group 1: Floor Director

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$820 | \$832 | \$847 | \$862 |
| 06 Months | \$840 | \$853 | \$868 | \$883 |
| 12 Months | \$863 | \$876 | \$891 | \$907 |
| 24 Months | \$903 | \$917 | \$933 | \$949 |

Group 2: ENG Camera Assistant/Editor

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$1,174 | \$1,192 | \$1,212 | \$1,234 |
| 06 Months | \$1,199 | \$1,217 | \$1,238 | \$1,260 |
| 12 Months | \$1,219 | \$1,237 | \$1,259 | \$1,281 |
| 24 Months | \$1,271 | \$1,290 | \$1,313 | \$1,336 |
| 36 Months | \$1,324 | \$1,344 | \$1,367 | \$1,391 |
| 48 Months | \$1,378 | \$1,399 | \$1,423 | \$1,448 |
| 60 Months | \$1,440 | \$1,462 | \$1,487 | \$1,513 |

Group 3: Senior ENG Editor, Switcher/Director

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$1,337 | \$1,357 | \$1,381 | \$1,405 |
| 06 Months | \$1,364 | \$1,384 | \$1,409 | \$1,433 |
| 12 Months | \$1,393 | \$1,414 | \$1,439 | \$1,464 |
| 24 Months | \$1,447 | \$1,469 | \$1,494 | \$1,521 |
| 36 Months | \$1,506 | \$1,529 | \$1,555 | \$1,583 |
| 48 Months | \$1,564 | \$1,587 | \$1,615 | \$1,644 |
| 60 Months | \$1,628 | \$1,652 | \$1,681 | \$1,711 |

Group 4: ENG Camera Operator

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$1,447 | \$1,469 | \$1,494 | \$1,521 |
| 12 Months | \$1,506 | \$1,529 | \$1,555 | \$1,583 |
| 24 Months | \$1,564 | \$1,587 | \$1,615 | \$1,644 |
| 36 Months | \$1,628 | \$1,652 | \$1,681 | \$1,711 |
| 48 Months | \$1,692 | \$1,717 | \$1,747 | \$1,778 |
| 60 Months | \$1,761 | \$1,787 | \$1,819 | \$1,851 |

Group 4A: ENG Technician, Senior Director/Editor

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$1,463 | \$1,485 | \$1,511 | \$1,537 |
| 12 Months | \$1,532 | \$1,555 | \$1,582 | \$1,610 |
| 24 Months | \$1,592 | \$1,616 | \$1,644 | \$1,673 |
| 36 Months | \$1,651 | \$1,676 | \$1,705 | \$1,735 |
| 48 Months | \$1,719 | \$1,745 | \$1,775 | \$1,806 |
| 60 Months | \$1,786 | \$1,813 | \$1,845 | \$1,877 |

Group 5: Senior ENG Camera Operator, Senior ENG Technician

| | Expired | 01-Jan-21 | 01-Jan-22 | 01-Jan-23 |
|-----------|----------------|------------------|------------------|------------------|
| Start | \$1,803 | \$1,830 | \$1,862 | \$1,895 |
| 12 Months | \$1,879 | \$1,907 | \$1,941 | \$1,975 |
| 24 Months | \$1,959 | \$1,988 | \$2,023 | \$2,059 |

16.3 Any crew member officially assigned to “standby” which shall mean having to carry a pager or cellular phone for a specified period of time on a scheduled day off, shall be compensated by the additional flat rate payment of forty dollars (\$40.00) per day. Should the employee be called into work from standby, compensation shall be paid at whatever rates are applicable.

16.4 Merit Level – The Senior ENG Editor, Senior ENG Camera and Senior ENG Technician are positions considered as “merit”. It is understood by the parties that these positions are not vacant and are not posted pursuant to Article 8. An employee who wishes to be promoted to a “Senior” position will be required to fulfill the requirements of Article 16.4.1 and Article 16.4.2.

16.4.1 Merit Process – To be considered for the merit category, employees must include such a request among their performance objectives in the annual employee review process, which is open to all Bell Media employees. Their progress will be considered and discussed in regular meetings with their manager throughout the calendar year. The criteria set forth in Article 16.4.2 may provide a framework for

these discussions and specific objectives may be selected from among these criteria. However, as set forth in Article 15.1.1, the final determination will be at the sole discretion of Company Management and may involve factors unrelated to individual performance. Success in these listed criteria alone does not guarantee Merit level.

16.4.2 Merit Criteria – Some objectives for individual performance that might be considered during the annual review process include:

1. Core Competency and Technical Knowledge
2. Work Performance
3. Problem Solving Skills
4. Good Role Model
5. Ability to Evolve and Grow
6. Leadership
7. Ability and Willingness to train
8. Interpersonal Skills
9. Accountability, Commitment, Punctuality, and Attendance
10. Positive Attitude

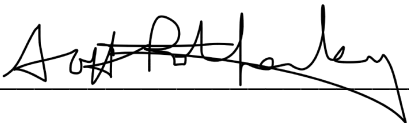
ARTICLE 17- Duration of Agreement


17.1 This Agreement shall commence on the **1st day of January 2021** and remain in force until the **31st day of December 2023** and from year to year thereafter, unless either Party notifies the other by registered mail, not more than one hundred and twenty (120) days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement or until seven (7) days after the Report of a Conciliation Board has been received by the Minister of Labour. If notice of desire to modify this Agreement is given as specified above, and the resultant negotiations extend beyond the expiry date of this Agreement all provisions of the new Agreement shall be retroactive to such expiry date unless agreed otherwise by the parties.

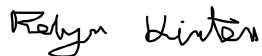
In witness whereof the Parties hereto have caused this Agreement and attached Letters to be executed by their duly authorized Representatives on this 21st day of October 2021.

Unifor

CTV Television Inc.







Michelle Wilson





Letter of Agreement No. 1- Interpretation of Article 8.3.3 & Article 13.6

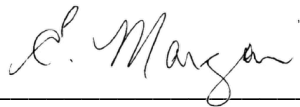
During the process of collective bargaining, the Parties have agreed to interpretations with regard to certain articles as listed herein:

Article 8.3.3

The word “may” as it appears in this Article is to be read in the directory rather than the permissive sense.

Article 13.6.4

In the case of late news feeds, the phrase “who can be reached” is deemed to also mean “and who can reasonably report at the time assigned.”





Letter of Agreement No. 2 – Pension Bridge Benefit

Re: CTV Television Network Ltd.

Defined Benefit Pension Plan – Retirement Plan for Employees Formerly at CTV Television Network Ltd.

- (a) During the course of collective bargaining, the CTV Television Inc. and **Unifor** have agreed to amend the existing Pension Plan as follows:
- (b) Retirement at age 60 with a bridge benefit; such benefit to be \$44.00 per month for each of up to 30 years of service and to continue until age 65;
- (c) Employees will no longer pay the additional 1% contribution (as negotiated in 1982) for the early retirement provision;
- (d) Upgrade career earnings benefits from 1989 earnings to 1992 earnings, effective as of July 1, 1996;
- (e) Upgrade career earnings benefits from 1992 earnings to 1993 earnings, effective as of July 1, 1997;
- (f) 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.
- (g) Such interest rates will fluctuate with the average annual rate paid by the Canadian Imperial Bank of Commerce for its above-named certificates;
- (h) During any Long Term Disability claim, CTV will pay any and all premiums that the employee would have otherwise paid;
- (i) During negotiations, the Parties discussed a further upgrading of the career earnings benefits with a view to improve upon the “1993 earnings”. This may be done if CTV feels that it is in a financial position to so do.
- (j) Prior to July 1/04, July 1/05 and July 1/06 the parties will meet to discuss improvements to the Pension Plan.





Letter of Agreement No. 3 - Pension Plan

At the signing of this Agreement and until December 31, 2012, employees shall continue to participate in the Retirement Plan for Employees formerly at CTV Television Network Ltd. or the CTV Defined Contribution Plan in which they are presently enrolled.

Effective on January 1, 2013 employees shall revert to the Pension Plan as outlined in Article 10.4. The Company agrees to provide a Special Retirement Allowance (SRA) to eligible employees as proposed and provided by the Company (attached). The SRA will accrue for every year of future service following January 1, 2013 (including for those employees on disability) and is payable upon the employee's retirement from Bell Media, pre-retirement death, or involuntary termination, which includes layoff.

The Company confirms that it will secure the SRA through a Retirement Compensation Agreement (RCA) as defined under the Income Tax Act. Therefore, the Company will fund the SRA on an annual basis through a RCA via a separate trust.





Letter of Agreement No. 4 – Third Party Work

During the course of negotiations for a new Collective Agreement, CTV proposed that it be able to rent out to bona fide third party clients available production facilities. CTV stated that it would make every possible effort to first encourage such bona fide third party clients to utilize exclusively CTV bargaining unit employees for this work. UNIFOR agrees that, notwithstanding sub-article 9.1 of this Collective Agreement, the bona fide third party client may utilize his own bona fide employees to do this work by utilizing these facilities if CTV's encouragement to exclusively utilize bargaining unit members fails, and on the following basis only:

- 1) No member of the bargaining unit will be displaced or laid off as a result of the above-staged arrangement;
- 2) Such usage of a bona fide third party client's own bona fide employees shall not be used in any way that would circumvent the Union's exclusive jurisdictional rights as contained within this Collective Agreement;
- 3) Such usage of a bona fide third party client's own bona fide employees shall be for production purposes only and for non-CTV programs. These programs will not be aired on CTV Television Network;
- 4) There shall be no mixing of CTV UNIFOR crews with the bona fide third party client's bona fide employees;
- 5) Such usage of a bona fide client's own bona fide employees shall not be used in any way that would replace existing work done by members of the bargaining unit for CTV or future work for CTV, which would have been assigned to members of the bargaining unit, but for the usage of such client's own employees;
- 6) In order to track the usage of production facilities by bona fide third party clients and their bona fide employees, CTV agrees to provide to the UNIFOR Local 720-M President in advance, a copy of the production requisition forms which will contain:
 - a) The name of the client
 - b) The name of the Production
 - c) The equipment requirement
 - d) The date and time of usage.





Letter of Agreement No. 5 Re: Alternative Work Week

During the process of negotiations for a new Collective Agreement, the Parties agreed to Article 13.1.2 (New) which provides for an alternate workweek consisting of four (4) days at ten (10) hours each.

The following Articles of the Collective Agreement will therefore require amendment as they apply to this workweek:

Article 12.1.1 (a-e) – Holidays

Change eight (8) hours to ten (10) hours.

Article 13.2 – Days Off

Change two (2) consecutive days to three (3) consecutive days.

Article 13.2.2 – Change two (2) consecutive days to three (3) consecutive days.

Article 13.2.4 – Change two (2) scheduled days off to three (3) scheduled days off.

Change 84 hours to 108 hours.

Article 13.2.6 – Change two (2) scheduled days off to three (3) scheduled days off.

Article 13.3 – Tour of Duty Change eight (8) consecutive hours to ten (10) consecutive hours.

Article 13.4.2 – Change eight (8) hours to ten (10) hours.

Article 13.6 – Overtime Computation Change eight (8) hours to ten (10) hours.

Article 13.7 – Change eight (8) hours to ten (10) hours.

Article 13.7.1 – Change eight (8) hours to ten (10) hours.

Article 13.7.2 – Change eight (8) hours to ten (10) hours.





Letter of Agreement No. 6 - ENG Technician and Senior ENG Technician

During the course of negotiations for a new Collective Agreement, the Parties have agreed to establish the above- referred-to positions, and as follows:

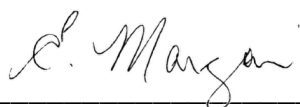
- 1) This new category will be included within Functional Group D.
- 2) The duties of this new category will include the duties of all the categories in the News functional groups.
- 3) No employee will be laid off as a direct result of the creation of the ENG Technician and Senior ENG Technician categories.

Staffing

- 4) The initial filling of the ENG Technician and Senior ENG Technician positions will be by designation.
- 5) Future openings for ENG Technician and Senior ENG Technician positions will be posted in accordance with the Collective Agreement when a vacancy occurs. In the case of the conversion of a Bureau to ENG Technician status however, the ENG Camera Assistant/Editor and the ENG Camera Operator in that Bureau, will receive first consideration for the ENG Technician position.
- 6) ENG Technician may not be the preferred career path for all of the current ENG Camera Assistant/ Editors, or the ENG Camera Operators. The Company therefore agrees that no ENG Camera Assistant/Editors, or ENG Camera Operators who are on staff prior to the signing date of the Memorandum of Agreement, will be assigned ENG Technician duties against their will. Neither shall they be forced to move due to such refusal.

Wages

- 7) ENG Technicians will be included within wage Group 4 of the News Group Scales. Senior ENG Technicians will be included within wage Group 5 of the News Group Scales.
- 8) ENG Camera Assistant/Editors who become ENG Technicians will be initially placed at the 24-month level of said Group 4.





Letter of Agreement No. 7 - Outerwear

- (a) CTV News Crews will be provided with new winter coats, prior to November 1, 2000, and every three (3) years thereafter. New employees will be supplied with same upon hiring.

Beginning with the new three-year cycle starting after January 1, 2021, CTV News Crew will be reimbursed up to \$450 for the purchase of a new winter coat of their choice. The company will provide the logo for the coat selected by the employee.

- (b) Beginning April 1, 2002 and every three (3) years thereafter, CTV News crews will be reimbursed to a maximum amount of two hundred and seventy- five dollars (\$275.00) for rainwear, upon submission of receipts. New employees will be eligible for this amount upon hiring. **The maximum amount reimbursed will increase to three hundred and twenty-five dollars (\$325) for purchases made after January 1, 2021.**
- (c) Beginning January 1, 2002 and each January 1st thereafter CTV News crews will be reimbursed to a maximum amount of two hundred and seventy- five dollars (\$275.00) for footwear, upon submission of receipts. New employees will be eligible for this amount upon hiring. **The maximum amount reimbursed will increase to three hundred and twenty-five dollars (\$325) for purchases made after January 1, 2021.**

E. Morgan

Scott R. Hanley

T. S. Dwyer

Rhyn Winter

Letter of Agreement No. 8 – Right to Refuse Work on Day Off

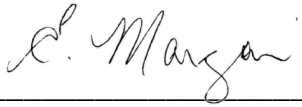
- 1) The parties hereto disagree with respect to the interpretation of Article 13.6.4, Article 13.7.3 and Letter of Agreement No. 1.
- 2) The Union believes that if an employee refuses to work overtime, or on a day off, the Company has the ability to use contract personnel.
- 3) The Company believes that it has the above stated ability but that it also has the ability to “direct the required duties to any qualified member of the bargaining unit in inverse order of seniority”.
- 4) This disagreement, with respect to interpretation is rooted in the previous Collective Agreement dated August 13, 1994 to August 12, 1998, which was extended to December 31, 1999.
- 5) Said agreement applied to Local 720 News, and to the Operations and Engineering Department of CTV (as well as Administrative positions).
- 6) Said agreement shows bold face type with respect to provisions, which apply exclusively to Local 720 News members of the bargaining unit.
- 7) The parties hereto agree to disagree, each holding their afore-stated interpretation of this matter.
- 8) The parties agree that should this become a matter for grievance, then an arbitrator will use the 1994 – 1998 Collective Agreement in order to determine which interpretation is correct.





Letter of Agreement No. 9 – Domestic Violence

The Company agrees to recognize that employee sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, The Company and the Union agree, when there is adequate verification from a recognized professional (i.e. medical doctor, registered counselor) an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be link to the abusive or violent situation.





Letter of Agreement No. 10 – Drones

In the event that Local 720 members are to operate drones, the following will apply:
It is the responsibility of the Employer to provide the appropriate certification and training of employees operating airborne drone equipment. In the event of a third party legal action against an employee in the bargaining unit pertaining to the operation of airborne drone equipment, the Employer shall assume all liability for damages awarded by a civil court of law for an employee in the bargaining unit that is authorized to operate drone equipment during the course of a business day, provided that the Employee was operating the equipment in a lawful and good faith manner and in compliance with the mandated restrictions. In the event that an Employee is convicted of a criminal offence, the Employer shall not assume any liability.





Letter of Agreement No. 11 – Paid Educational Leave

The Company agrees to pay into a special fund an amount of \$1000 per year in each year of the collective agreement to Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Company shall approve Education Leave, without pay, for the members of the bargaining unit at the request of the Union. Request for such leave of absence will be submitted at least 30 days in advance and approval will be subject to operational needs.

Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection and education leave dates. Employees on PEL leave of absence will continue to accrue seniority and service as per Company practice and policy.

E. Morgan
Anthony Harker

T. Dwyer

Reyn Hinton

Letter of Agreement No. 12 – Duration and General Wage Increases

Duration

Three-year term expiring December 31, 2023

Wage Increases

1.5% wage increase retroactive to January 1, 2021

1.75% wage increase on January 1, 2022

1.75% wage increase on January 1, 2023

Note - Salary increases will be SAP calculated and will be rounded

- Retroactive compensation to January 1, 2021 shall be applied to regular and overtime wages to all employees who are active on the date of the ratification.

D. Morgan

Scott R. Harley

Rebyn Hinton

T. S. Dwyer