

COLLECTIVE AGREEMENT

between

CJOH-TV

(a division of CTV Television Inc.)

and

The Ottawa Newspaper Guild

Local 30205 of TNG Canada/CWA

(CLC, AFL-CIO, IFJ)

January 1, 2004

to

December 31, 2006

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Collective Agreement

between

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

and

**The Ottawa Newspaper Guild
(Local 30205 of TNG Canada/CWA/)**

January 1, 2004 to December 31, 2006

This Agreement is made between CJOH-TV (a division of CTV Television Inc.), hereinafter known as the Employer, and the Ottawa Newspaper Guild, Local 30205 of TNG Canada/CWA (CLC, AFL-CIO, IFJ), hereinafter known as the Guild, for itself and on behalf of all the employees of the Employer, as described in certificates issued by the Canada Labour Relations Board on the sixteenth day of February 1970, hereinafter known as the employees.

The Guild acknowledges that it is the exclusive function of the Employer to hire, promote and assign employees, and also the right of the Employer to discipline or discharge any employee for just and sufficient cause. The Guild further recognizes the right of the Employer to operate and manage its business, to determine the number and location of plants, the direction of the working force, the amount of supervision necessary and the qualifications of those who supervise. The methods, procedures and standards of operation, the content of programs, the judgement and final evaluation of personnel qualifications, the right to select and procure machinery and equipment which may be incorporated into the Employer's equipment are solely and exclusively the responsibility of the Employer.

The management rights referred to in the preceding paragraph shall be exercised strictly in accordance with and subject to the provisions of this Agreement.

The Employer recognizes the Guild as the exclusive bargaining agent for the employees. The Employer further recognizes that any employee may wish to have a Guild representative present in any meeting to discuss matters of a disciplinary nature after the employee has passed the probationary period. Details of the reasons for such meetings will have been communicated to the employee in writing.

ARTICLE 1 - COVERAGE

1.1

This Agreement covers all employees of the Employer in the News Department except as provided in Article 1.2.

1.2

The following News Department employees are excluded from this Agreement: Vice-President - News and Public Affairs, News Director, Manager - Operations & Engineering, Unit Manager, Weathercasters, Special Assistant to Vice-President, Executive Producer - News, and all other employees covered by collective agreements between the Employer and ACTRA or CEP.

1.3 Jurisdiction

The jurisdiction of the Guild shall be those employees engaged in writing, editing, reporting, producing, anchoring, and gathering of material and all other editorial operations directed toward production of news programs or news segments of other programs produced by and for use by CJOH-TV.

Performance of such work, whether or not by currently or normally used methods or equipment, shall be assigned to employees within the bargaining unit and covered by the Guild Agreement, except that in News (including "in depth" treatment of news) the Employer may assign such work on a per occasion basis to non-staff personnel or employees outside the bargaining unit at daily rates not less than those applicable in Article 18 of this Agreement, provided such assignments do not eliminate or displace regular full-time employees or avoid hiring regular full-time employees.

In such event the Employer shall notify the Guild on a monthly basis of the work completed by non-staff personnel or by employees outside the bargaining unit and at what rate of pay they were paid.

Freelancers, whose background or expertise is not available within the bargaining unit, may be engaged to act as commentators, "pundits" or news analysts. Where the Guild and ACTRA may share jurisdiction, the basic function of the employee shall determine the individual's union affiliation.

The restrictions regarding jurisdiction shall not apply to employees of the News Department excluded from the bargaining unit. Excluded personnel shall not perform the work of unit personnel except to the extent that such work was performed by excluded personnel on the date of signing of this Agreement, and provided further that such excluded personnel shall not be used to displace or replace unit personnel nor to avoid filling a vacancy in the unit.

The Employer agrees that any news bureau established within the primary coverage area of CJOH shall be staffed with members of the bargaining unit.

ARTICLE 2 - PAYMENT OF DUES AND GUILD SECURITY

2.1

The Employer shall require as a condition of employment, that no later than the 30th day following the date of hiring, all employees pay all Guild membership dues and assessments.

2.2

There shall be no interference or attempt to interfere with the operations of the Guild.

ARTICLE 3 - DUES DEDUCTION

3.1

The Employer shall deduct from the earnings of each employee and pay to the Guild not later than the 10th day of the subsequent month all Guild membership dues and assessments for that calendar month. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time and such amendments will become effective in the calendar month after that in which they were received by the Employer.

ARTICLE 4 - FILLING OF VACANCIES

4.1

The Employer shall post, for a period of seven (7) calendar days, all new positions and vacancies with particulars of the job classification and a description of general duties. During this period employees desiring to fill such vacancies or new positions shall submit applications in writing. Notices of such vacancies shall be posted on the Guild bulletin boards and copies sent to the Guild.

4.2

The Employer shall give the Guild for the duration of the posting period an opportunity to supply names of candidates for such new positions and vacancies and the Employer shall give full consideration to the hiring of these candidates.

4.3

It has never been the policy of the Employer to consider sex, age, race, creed, colour, national origin, marital or parental status, sexual or affectional preference, political beliefs or irrelevant physical disability in hiring, training and remunerating employees; nor have such considerations formed part of the membership or activity requirement in the Guild. The parties shall continue these policies.

4.4

The employee with the most seniority who, in the opinion of the Employer meets the reasonable qualifications, applies for a vacant position as outlined in Article 4.1, shall be transferred or, if the vacancy is in a higher classification, promoted to the position. Nothing in this clause precludes the Employer from hiring an external applicant when no qualified employees apply and are accepted.

4.5

In the event of a transfer or promotion no employee shall be transferred from one location or from one newsroom to another or promoted from one job classification to another against their wishes. The Employer shall pay all authorized expenses involved in a transfer or promotion involving a transfer except that the Employer shall not be bound to pay such expenses for an employee who requests a transfer for personal or compassionate reasons.

4.6

An employee may decline any transfer or promotion without prejudice to his/her present or future status with the Employer.

However, in the event that the Employer establishes a bureau which would necessitate a transfer, employees shall be given the option of accepting the transfer in order of seniority. If this process

does not fulfill the Employer's staffing requirements, employees, with a minimum of two (2) years service, may be assigned to the position in inverse order of seniority.

4.7

In the event of any transfer or promotion inside the bargaining unit, there shall be no reduction in salary or impairment of other benefits as a result of such transfer or promotion.

4.8

Employees hired, promoted or transferred shall be given a probationary period of three (3) months which may be extended up to a maximum of three (3) additional months upon prior approval of the Guild. Such approval shall not be unreasonably withheld.

4.9

During the probationary period, the employee shall receive at least the minimum next higher than the salary in the classification from which the employee advanced.

4.10

The Employer shall provide training and orientation throughout the probationary period to employees who accept transfers or promotions.

4.11

During such trial period, employees may elect to return to the classification from which the employee advanced. The period of service in the higher classification shall be counted for all purposes as service in the classification from which they have advanced.

4.12

Present employees will be given first consideration for tryout for vacancies in other classifications.

4.13

Upon request, unsuccessful applicants shall be provided with a written explanation of the Employer's decision. Such written explanation shall not abrogate the Employer's rights as detailed in the preamble of this Agreement.

ARTICLE 5 - INFORMATION

5.1

The Employer shall supply the Guild on request with a list containing the following information for all employees on the payroll:

(a) Name, address, wage, seniority, salary data and any other non-confidential information contained in the Employer's HRIS database.

5.2

The Employer shall notify the Guild in writing within two (2) weeks of the following staff developments: resignations, retirements, dismissals, deaths, promotions, demotions and any other developments producing changes in the data listed in Article 5.1, with effective dates.

5.3

Within one (1) week after the hiring of a new employee, the Employer shall furnish the Guild in writing with the information specified in Article 5.1 for each new employee.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1

The Guild shall designate a committee of its own choosing to take up with the Employer or a duly authorized agent any matter arising from the application or interpretation of this Agreement or any matter affecting the relations of the Employer and the employee.

6.2

A grievance must be reduced to writing and submitted to the Manager of Human Resources within thirty (30) days of its occurrence. Failure to do so will result in the abandonment of the grievance. The Employer agrees to meet with the committee within five (5) days after written request for such meeting. Said request shall include an outline of the matter and the relief sought. Such meetings may be held on the Employer's time. The Employer agrees to release without loss of pay or leave credit properly accredited Guild representatives to attend grievance meetings. It is understood that the Employer will not be required to release more than two (2) employees from each department for these meetings. A request for such release shall be submitted to the Employer as far in advance of these meetings as possible.

6.3

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including any question as to whether a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration between the parties, may be submitted to final and binding arbitration by either party. If not so submitted within thirty (30) days of the last meeting of the parties, the grievance will be deemed abandoned. Within ten (10) days of receipt of this notice, the parties shall select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expense of such arbitration shall be borne equally by the Employer and the Guild, except that neither party shall be obliged to pay the cost of a stenographic transcript without express consent.

6.4

Conditions prevailing prior to an action or circumstance which resulted in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein. This shall not apply in cases of dismissal for just and sufficient cause.

6.5

Any time limit mentioned under the Grievance Procedure shall exclude Saturdays, Sundays and Statutory Holidays and may be extended by mutual consent.

ARTICLE 7 - JOB SECURITY

7.1

There shall be no dismissal except for just and sufficient cause. The Guild and the employee shall be notified in writing at least two (2) weeks in advance of any dismissal with the

specifications of the fact alleged to constitute just and sufficient cause. The Employer may pay two (2) weeks salary in lieu of work for that period. This two-week notification does not apply to termination as a result of workforce reduction.

7.1.1

Workforce reductions shall proceed in inverse order of company seniority within the functional groups. Functional groups shall be defined as follows:

1. Copy Clerk
2. Student Rate
3. Editorial Assistant / Writer; Assignment Assistant
4. Reporter / Editor / Producer; Assignment Editor / Producer; Coordinating Producer; Sports Director
5. Chief Anchor

It is agreed that should the Employer require a reduction in the workforce, full-time employees laid off shall be entitled to those hours held by part-time employees and students not to regularly exceed twenty-four (24) hours per week and not to commence until the eight (8) week in lieu of notice period has expired.

7.1.2

An employee dismissed to reduce the workforce may elect, within three (3) days after his/her actual dismissal, to bump into a lower group in which he/she has worked or is qualified to work. He/she may displace an employee in that lower group whose length of service in the lower group is less than the length of service of the dismissed employee in the lower and higher groups together. The employee thus bumped shall be the one with the lowest group seniority.

An employee who has reverted to another group and whose basic salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, but in any event the employee's basic salary shall not be decreased by more than ten per cent (10%) on reversion.

7.1.3

An employee displaced may similarly elect to bump into a lower group in which he/she has worked or is qualified to work, or he/she may elect to take severance pay provided in Article 7.1.6.

7.1.4

While an employee is laid off, benefits under the pension plan shall not accrue to the employee. All contributions to the plan shall remain in the plan until such time as termination of the employee's employment has been effected by submission and acceptance of the resignation, in writing, or termination in accordance with the provisions of this Agreement.

7.1.5

When an employee is terminated as set out in Article 7.1.1, the Employer will pay one hundred per cent (100%) of the cost of the employee's medical and group insurance benefits except for Long Term Disability and Occupational A.D.&D. coverage for a period of six (6) months.

Coverage will cease once an employee is re-engaged in other employment. It is the responsibility of the employee to notify the Employer immediately that such other work is

obtained.

The Employer agrees to provide basic “outplacement services” to employees so terminated.

7.1.6

In the event of workforce reductions, employees will receive at least eight (8) weeks notice or eight (8) weeks salary in lieu of notice, plus accrued vacation pay. Employees will be considered terminated and will receive severance pay equal to three (3) weeks basic salary for each year of continuous service with the Employer, to a maximum of fifty-two (52) weeks. Severance pay will be calculated on a pro-rata basis to the nearest month. This severance payment shall be deemed to include any severance payment required pursuant to any statute and employees will be required to sign a release with the Employer.

7.2

Seniority means length of continuous service. Employment shall be deemed continuous with the Employer unless interrupted by (a) dismissal for just and sufficient cause, (b) resignation, and (c) a workforce reduction.

Seniority for full-time employees shall relate only to the order of layoffs, promotions, the choice of vacation periods and shift rotations.

Part-time employees shall accrue seniority based on the total number of hours worked. Should a part-time employee become full-time, his/her part-time seniority shall go towards full-time seniority on a pro-rated basis. The total number of hours worked (including vacation time) as a part-time employee will be recalculated to reflect full-time equivalency. (One full-time year of seniority equals 2080 hours.)

7.3

In the event an employee is laid off or granted a leave of absence without pay for up to one year, employment shall be considered to be uninterrupted, but length of service shall not accrue until the employee resumes active status. If an employee is transferred to a position with the Employer outside the scope of the Guild bargaining unit, employment shall be considered to be continuous and length of service shall accrue.

7.4

There shall be no dismissals as a result of putting this Agreement into effect.

7.5

There shall be no dismissals or other discrimination against any employee because of membership or activity in the Guild; nor shall sex, age, race, creed, colour, national origin, marital or parental status, sexual or affectional preference, political affiliation, irrelevant physical handicap or family relationship be considerations in the dealing of the Employer or the Guild with any employee.

7.6 *Probation*

7.6.1

A new employee shall be a probationary employee for the first three (3) months of employment.

7.6.2

On written request of the Employer showing cause, the Guild may grant an extension of the probationary period to a maximum of three (3) months.

7.6.3

Student, part-time or freelance work performed for the Employer shall be given full credit in the event of such individual being hired full-time but this shall not cut the probationary period after full-time hire to less than six (6) weeks, except in the case of summer student positions where employees shall be given full credit for time served.

7.6.4

Probationary employees shall have all the benefits of this Agreement during their probationary period except that an employee dismissed for reasonable cause shall have the right to access the grievance procedure. For probationary employees, benefits depending on length of service shall be computed from the date of employment.

7.7 *Technological Change*

7.7.1

In the event that the Employer introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment which falls under the jurisdiction of the bargaining unit, then to such extent as such process, machinery or equipment falls under the jurisdiction of the bargaining unit, it shall be assigned to employees in the bargaining unit.

ARTICLE 8 - SEPARATION OF EMPLOYMENT

8.1

Upon separation from the employ of the Employer, an employee shall receive all monies to which there is an entitlement. This shall include any outstanding earnings, vacation pay, banked overtime and severance pay.

8.2

In the case of death, these monies shall be paid to the designated insurance beneficiary which is recorded with Human Resources.

ARTICLE 9 - RETIREMENT

9.1

The Pension Plans in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of applicable Provincial and/or Federal legislation, and subject to the introduction of a new or modified pension plan. However, no new or modified pension plan will diminish any benefits now provided to employees on staff as of January 1, 1992.

9.2

The Employer shall furnish the Guild or its accredited representative with all available information on the company pension plan, including copies of the master agreement with the covering body.

9.3

The Employer shall provide each employee with a comprehensive annual statement of the individual's contributions to the pension plan.

ARTICLE 10 - DISCIPLINE

10.1

An employee shall not be given a written reprimand, suspension, or discharge except for just and sufficient cause. The Guild and the employee shall be notified in writing at least two (2) weeks in advance of any disciplinary dismissal with the specifications of the fact alleged to constitute just and sufficient cause. The Employer may pay two (2) weeks salary in lieu of work for that period.

10.2

An employee and the Guild shall be advised within ten (10) working days of the contents of any written review or report that has been placed in the employee's file. The employee and the Guild shall be furnished with a copy of any complaint or accusation that may be detrimental to advancement or standing with the Employer. Employees shall have the right to respond in writing within ten (10) days to any criticism of their performance and to have this response included in the individual's file. An employee or the Guild shall have the right to review the file at any time during normal business hours and shall be provided copies of any material therein upon request. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's records for use against the individual at any time.

10.3

Adverse comments on an employee's file shall be removed after eighteen (18) months have elapsed since the occasion(s) first giving rise to those comments, and provided no further disciplinary action of any nature has been documented during this period.

ARTICLE 11 - HOURS AND OVERTIME

11.1

The five (5) day, forty (40) hour work week shall obtain and commence at 00:01 Monday, with the exception of the weekend Sports Reporter/Producer whose work hours and work week is defined in Article 11.3.4.

11.1.1 *Modified Work Week*

The Employer will consider requests from the Guild for a modified work week.

Requests shall be submitted to Human Resources, in writing, at least thirty (30) days prior to the commencement of the schedule change and thirty (30) days notice shall be given should either the employee or the Employer elect to discontinue the modified work week.

Upon return from child care leave, employees choosing to work a modified week shall receive prorated postnatal leave pay as provided in Article 15.6 of the Collective Agreement.

Proposals for a modified work week must be approved by the Guild prior to the commencement of the schedule change.

11.2 *Hours and Days of Work*

11.2.1

With the exception of the weekend Sports Reporter/Producer whose working day is defined under Article 11.3.4, the working day shall consist of seven and one-half (7 1/2) hours within eight (8) hours. The other one-half (1/2) hour will be used for a paid meal period. The work week shall consist of five (5) work days within seven (7) calendar days. Unless mutually agreed, an employee shall not be required to work more than seven (7) consecutive days, excluding time worked on scheduled days off.

11.2.2 *News Meetings*

News meetings and other meetings with supervisors which employees are required to attend shall be considered time worked and shall be compensated at the applicable rate.

11.3 *Overtime*

11.3.1

With the exception of the weekend Sports Reporter/Producer whose overtime is defined under Article 11.3.4, the Employer shall compensate for all assigned overtime as follows:

- At the rate of one and one-half (1 1/2) for the first two and one-half (2 1/2) hours of work beyond eight (8) hours in any one day;
- At the rate of double time for the hours worked past two and one-half (2 1/2) hours of overtime worked in any one day.

11.3.2

Overtime shall be defined as work beyond the unit of hours in the work day or days in the work week or any work performed outside of properly posted scheduled hours.

11.3.3

The Employer shall cause to be kept records of all overtime, including banked time off to be taken in lieu of cash. The Employer shall notify the employee in writing of all accumulated banked time within the fiscal year, up to and including June 30th. Such information shall be posted no later than June 30th each year. Copies of such records shall be given to the Guild upon request, except that the Employer shall not be required to provide overtime records for a period longer than thirteen (13) months preceding the date upon which such a request is made.

11.3.4 *Weekend Sports Reporter / Producer*

Due to the unique nature of the weekend sports anchor position, it is agreed that the Saturday and Sunday shift will be from 14:15 - 00:15 at straight time. Any work beyond 10 hours will accrue overtime at normal rates. The balance of the 40 hour (20 hours) work week will be divided over the remaining three work days. Once those three days reach a total of 20 hours, overtime shall accrue at normal daily rates.

11.4 *Callback*

Employees required to return to work after their regular working day shall be paid for the time worked, but not less than four (4) hours at the applicable overtime rate, in addition to a regular salary.

11.4.1

Employees required to work from their residence outside the scheduled shift shall be paid for the time worked at the rate of one and one-half (1 1/2) times the basic hourly rate with a minimum credit of one (1) hour.

11.5 *Change of Start Time*

Employees required to start work earlier or later than their regular working day, shall be notified as soon as possible. An employee who is not notified by 5:00 p.m. or the end of his/her shift on the day prior, whichever is later, shall be paid an additional one-half (1/2) of the basic hourly rate computed separately from the work week for those hours by which the shift was so changed.

11.6 *Work on a Day Off*

11.6.1

An employee required to work on a day off shall be paid at the rate of time-and-one-half (1 1/2) for a minimum of eight (8) hours.

11.6.2

Work beyond the regular shift on a day off shall be paid at the rate of double time.

11.6.3

Employees who perform work on a second consecutive day off shall be paid at the rate of double time for a minimum of eight (8) hours, and at the rate of double time-and-one-half (2 1/2) for work performed beyond eight (8) hours on the second consecutive day off.

11.7 *Day Off Out-of-Town*

An employee who must spend a day off out-of-town due to the nature and scheduling of an assignment shall receive a per diem or the appropriate meal allowance, as set forth in Article 20.5.

11.8 *Scheduling*

11.8.1

Work schedules shall be posted as early as possible, but in no event later than four (4) weeks prior to their taking effect. For scheduling purposes, the work week shall be defined as running from 00:01 Monday to 23:59 Sunday.

11.8.2

The Employer shall make every effort to schedule days off on weekends as frequently as possible and days off shall be scheduled consecutively, except in the event of a pre-emption, statutory holiday, or when an employee is scheduled Sunday and Monday as days off.

11.8.3

Except as mutually agreed, no employee shall be required to work more than three (3) consecutive weekends. Weekends shall be defined as Saturday and/or Sunday.

11.8.4.1

There will be no changes in days off one (1) week prior to the days off without the employee's consent.

11.8.4.2

Notwithstanding Article 11.8.4.1, an employee's schedule may be changed without the individual's consent up to seventy-two (72) hours prior to the date to be changed when news programs are pre-empted due to late changes in playoff sports coverage.

11.8.5

The Employer shall endeavour to schedule shift workers on the same shift, with the same start time, for at least five (5) consecutive days.

11.8.6 *Rotating Shifts*

Rotating shifts shall apply to full-time Reporter/Editor/Producers and Assignment Editor/Producers (including those hired after the signing of this Agreement) with the least seniority who are not assigned to other duties e.g. anchoring, producing, Parliamentary Bureau, with a minimum of five (5) reporter/editors on rotating shifts. In the event a person on rotation is required to anchor or produce the weekend or night time newscasts, that night and weekend work shall be counted as part of the rotation.

In the event a dayside shift is to be filled, the Employer shall first offer the shift to the nightline reporter/editors in order of seniority. When such requests are accepted, the Employer shall not incur any additional cost beyond the penalties/premiums which would normally occur after the change, not as a result of the change.

Summer students will be on a separate rotation.

11.9 *Banked Time*

An employee may elect to take time off in lieu of cash for overtime hours worked as follows:

An employee may bank up to a maximum of fifteen (15) days per fiscal year – January 1st to December 31st. This accumulation of time off shall be earned in lieu of cash for overtime or

work on a statutory holiday, and shall be accumulated at the rate it was earned. Within a calendar year, banked time cannot be used if an employee has more than ten (10) annual leave days outstanding. The employee shall be granted this compensatory time off when mutually agreeable to the employee and the supervisor. Not more than five (5) days of banked time shall be taken at any one time unless mutually agreed. The Employer and the Guild will create a form which updates current annual leave and EDO banks. This form will be issued monthly to all members.

At the option of the employee, any banked time earned during the month of December only may be carried over to the next fiscal year and must be used in compensatory time off no later than the last day of February in the new fiscal year. The employee must inform the Employer in writing by December 31st each year as to whether or not the employee wishes to carry this time into the next fiscal year or be paid out in cash. All unused banked time earned prior to November 30th and banked time earned during December but not to be carried over to the new fiscal year shall be automatically paid out in cash in the following January at the rate in which it was earned.

11.10 *Special Requests*

The Employer shall reply to a request for an occasional day off outside peak periods within five (5) days of such request.

Notwithstanding the provisions of Article 13.5.1, prior to April 1st, employees may make a request to carry over up to ten (10) days of annual leave into the next vacation year (July to June) subject to management approval. Such requests shall not be unreasonably withheld.

ARTICLE 12 - HOLIDAYS

12.1.1

Each employee shall have the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating holidays to be taken by mutual agreement between the employee and the Employer.

Regular full and part-time employees scheduled to work on a statutory holiday may substitute one or more of the above noted statutory holidays for ethnic, racial or religious reasons. In other words, the employee would work one or more of the recognized statutory holidays (excluding statutory holidays when there are no newscasts, e.g. Christmas Day and New Year's Day) at straight time pay and receive equal time off to observe their individual holiday.

12.1.2

It is agreed if the Federal Government proclaims an additional statutory holiday, it shall become the tenth (10th) statutory holiday named under this Agreement. It is agreed no employee shall lose a tenth (10th) statutory holiday by virtue of the timing of any such Federal proclamation.

12.1.3

Before November 1st in any year, employees may notify the Employer of requests for additional time off at Christmas or New Year's. Where such requests are granted, seniority shall be a factor. The Employer shall post the Christmas/New Year's schedule by November 15th.

12.2

The work week in which any one of these holidays falls shall consist of four (4) working days as defined in Article 11.2. The work week in which two (2) of these holidays fall shall consist of three (3) working days under the same definition. If the employee's day off falls on a statutory holiday, the day owed shall be taken on the working day immediately before or after the employee's days off.

12.3

The Employer recognizes the right of employees to have the statutory holidays in time off and will endeavour to schedule employees off on this basis. To this end, the Unit Manager or Manager of Operations and Engineering will accept written requests for the time off two (2) weeks in advance of the holiday and endeavour to grant such requests, taking into consideration seniority and the operational requirements of the holiday news schedule. The Employer will subsequently post a revised schedule one (1) week in advance of the week in question. Employees required to work on a statutory holiday shall have the option of taking premium pay in cash or time off subject to the limitations on banked time set out in Article 11.9.

12.4

Employees required to work on a holiday defined in this Section shall be paid at the rate of double time for a minimum of eight (8) hours in addition to their regular salary. All hours worked on a statutory holiday beyond eight (8) shall be compensated for at the rate of double time and a half in addition to their regular salary.

ARTICLE 13 - ANNUAL LEAVE

13.1

Paid annual leave shall be granted at the following rates for each calendar month of service, computed as of June 30 of each calendar year:

- ◆ Less than six years of service - 1.25 days for each month of service, that is fifteen (15) working days after one year;
- ◆ After six years of service - 1.67 days for each month of service, that is twenty (20) working days;
- ◆ After fourteen years of service - 1.92 days for each month of service, that is twenty-three (23) working days;
- ◆ After twenty years of service - 2.08 days for each month of service, that is twenty-five (25) working days.

13.2 *Scheduling of Annual Leave*

13.2.1

The Employer shall post the annual leave entitlement for each employee by February 1st each year.

13.2.2

Employees, other than principal anchor people, may take annual leave at any time throughout the calendar year on the basis of seniority of service. Principal anchor people shall not take annual leave during principal ratings periods. The principal ratings periods shall consist of two (2)

periods per calendar year not to exceed thirteen (13) weeks in total per calendar year without prior approval of the Guild.

Requests for annual leave of five (5) days or more shall be submitted at least three (3) weeks in advance, except as follows:

Requests to take annual leave during the June 1 - September 30 summer vacation period must be submitted by April 15th. The Employer shall post the summer annual leave schedule by May 1st. During the summer vacation period, no blocks of annual leave over four (4) weeks will be taken, unless approved by the Executive Producer - News.

13.3

If the Employer must reschedule an employee's already approved or posted annual leave and such rescheduling results in extra costs to the employee because of late changes in travel plans, the Employer shall reimburse the employee for such costs.

13.4

The Employer shall not interfere with annual leave except that, when reasonable, the Employer may change vacations to meet sudden and unpredictable increases in production load.

13.5 *Carryover of Annual Leave*

13.5.1

Outstanding annual leave earned prior to July 1st of the previous year shall be posted by the Employer by February 1st each year. Requests for this outstanding leave must be submitted by March 31st and the leave must be taken by June 30th. The Employer shall post the approved leave by April 1st. All outstanding leave not requested by April 1st may subsequently be scheduled by the Employer. The Employer shall schedule such leave in increments of five (5) days; or consecutively if the total amount of outstanding leave is less than five (5) days.

13.6

An employee whose annual leave time includes a holiday shall receive an additional day of annual leave. Where possible the days off of each employee in the weeks preceding and following their annual leave shall immediately precede and follow their vacation.

13.7

Upon termination of employment, an employee (or their estate or as designated under Article 8.1 in case of death) shall receive accrued annual leave pay for the current vacation year up to the date of termination, plus pay for any annual leave previously earned but not taken.

13.8

In the event an employee agrees to work on a day of their vacation they will be compensated at three (3) times their basic rate for all hours worked with a minimum payment of at least eight (8) hours. It is understood that the "annual leave period" shall be deemed, for the purpose of this clause, to include only the two (2) scheduled days off immediately following the annual leave week or weeks. The Employer shall pay reasonable travelling expenses in such event. There shall be no penalty for refusing to work during the vacation period.

13.9

Should an employee be hospitalized or is bedridden while on annual leave, those annual leave days spent in hospital or confined to bed shall be considered sick leave and not deducted from the employee's annual leave bank upon submitting written evidence provided by a physician.

ARTICLE 14 - SICK LEAVE

14.1

An employee who is unable to work because of illness or accident shall be paid full salary for such time to a maximum of six (6) months. If it is expected that such absence will exceed (6) months, the employee is responsible for making an application for Long Term Disability Benefits prior to the expiration of Sick Leave.

Sick leave with pay will not apply during the first three (3) months of employment.

14.2

Sick Leave will be paid subject to the following conditions:

(a) A written declaration of illness will be required for each absence and a doctor's certificate is to be attached if the absence extends to more than three (3) days. A subsequent doctor's certificate may be required to substantiate the length of a claim or to verify that an employee is capable of returning to active duty.

(b) Employees shall give as much notice as possible when calling in sick to those persons responsible for their scheduling, a minimum of one (1) hour prior to the start of their tour of duty.

(c) The Employer agrees to pay for any reasonable cost, upon submission of an invoice, for obtaining a medical certificate.

It is expected that an employee will obtain the required certificate in conjunction with a regular doctor visit. However, the Employer will give consideration to any exceptions.

(d) Where an absence is as a result of an injury or illness that is or should be covered by LTD. [Sick leave does not apply if an employee is denied LTD or subsequently has LTD cancelled.] This article only applies to a continuous illness once the 26 week benefit period has been exhausted, in order to determine additional short-term disability payments at Employer discretion.

(e) Employees on sick leave (Short Term Disability) may be required to provide a Medical Report Form in cases of extended absences (more than 15 days), or where a date for return to work has not been established. This form may also be required from employees where a medical report is required to update a previous report.

The Employer's Medical Report will be forwarded to CJOH's Medical Doctor for review, guidance and direction.

(f) A medical examination may be required by the Employer at its expense: (i) in order to substantiate a claim for sick leave; (ii) verify that an employee is able to return to work. All results shall be forwarded directly to CJOH's Medical Doctor.

(g) If requested in writing by the employee, the results of the medical examination will be conveyed to the employee's personal physician.

(h) Confidential medical information forwarded to CJOH's Medical Doctor shall be subject to the ethical and disclosure rules of the College of Physicians and Surgeons. It will not be forwarded to non-medical individuals without the written consent of the employee.

14.2.1

Employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for Long Term Disability in the Company Group Insurance, and who do not return to work, shall be deemed to have voluntarily quit their employment with the Employer.

It is the responsibility of employees to make application to the Insurance Company prior to the expiry of the Employer's six (6) month full pay provisions. Employees who fail to apply, or do not meet the requirements for disability benefits, will be deemed to have voluntarily resigned their position with the Employer.

Employees who are unable to return to their job classification on a regular full-time basis, having been on Long Term Disability for a period of one (1) year or more, will have voluntarily resigned their position with the Employer. Six month short-term disability benefits will be reinstated for employees who return to work following an illness and may be used provided the illness is not a re-occurrence within one (1) year of a previous illness.

14.3

Absence because of illness or incapacity shall not interrupt an employee's accumulation of vacation credits for a period of up to six (6) months. Vacation credits shall not accumulate during the period when an employee is in receipt of LTD benefits. There shall be no loss of seniority while an employee is on sick leave.

14.4 *Sickness During Leave of Absence and on Holidays*

14.4.1

Should an employee fall sick while on an authorized leave of absence, sick leave will not be paid until the expiration of that leave.

14.4.2

Should an employee fall sick on a statutory holiday, the holiday cannot be claimed as sick leave.

14.5

Medical and Group Insurance - The Employer shall pay one hundred per cent (100%) of the total premium cost of the following during the term of this Agreement:

- Extended Health Care
- Group Life Insurance
- Accidental Death & Dismemberment
- Occupational Accidental Death & Dismemberment

In the event that, in the future, the Employer is required to re-enter the Workers' Compensation

Board program, the Employer has the option of terminating the provisions relating to the said supplemental Occupational Accident Program.

For the duration of this Agreement the Employer will continue to make the Long Term Disability Plan available to the employees, the cost of which shall be borne by the employee.

Insurance or benefit plans in effect on or before January 1, 1989 will not be altered without prior approval of the Guild if the changes would result in any less favourable benefit. It is understood that any adjustment in shared premiums would continue to be shared by the employee and the Employer on a 50-50 basis. For purposes of this Agreement, Workers Compensation is not to be considered part of the group insurance or benefit plans.

The Employer shall pay fifty per cent (50%) of the total cost of the premium required to include Eye Care in the Extended Health Care. This benefit shall contain a limitation with respect to reimbursement for contact lenses and further that eyeglass frames will be subject to a maximum reimbursement of \$100.00 for each 24-month period.

The Employer shall pay fifty per cent (50%) of the total premium cost of the Dental Plan. The parties agree that no premium increase will be implemented without prior discussion between the parties and the Plan will remain in force during the term of this Agreement.

ARTICLE 15 - LEAVES OF ABSENCE

15.1

Upon request the Employer shall make every effort to grant employees leaves of absence.

15.2

Leaves provided in this Article shall not constitute breaks of continuity of service in the computation of severance pay, annual leave (except as specifically defined in Article 15.4), and other benefits under this Agreement, but leave under Article 15.3 may be deducted in computing severance pay. This Section does not apply to those elected to the House of Commons or the Legislature.

15.3 *Guild Leave*

15.3.1

If an employee is elected or appointed to any position in The Newspaper Guild/CWA, TNG Canada/CWA, CLC, OFL, IFJ or Local 30205 of TNG Canada/CWA, such employee, upon request, shall be given a leave of absence without pay, for a period not to exceed two (2) years, unless approved by the Employer, and shall be reinstated in the same or comparable position upon the expiration of such leave. Requests for a leave of absence for more than one (1) employee under this Article must be approved by the Employer.

15.3.2

A leave of absence without pay shall be granted upon request to an employee elected or appointed a delegate to conventions of The Newspaper Guild/CWA, CLC, OFL, IFJ or Local 30205 of TNG Canada/CWA and to delegates to special meetings called by TNG Canada/CWA. Requests for a leave of absence for more than one (1) employee must be approved by the Employer.

15.3.3

Upon request by the Guild, the Employer will release without loss of pay or other benefits three (3) employees named by the Guild for negotiation meetings.

For the purpose of preparation for collective bargaining between the Guild and CJOH-TV, leave without pay shall be granted to a maximum of three (3) employees named by the Guild.

15.3.4

Except in an emergency, two weeks notice shall be given to management of all Local Executive meetings. The Unit Chairperson or their designate shall be allowed time off to attend these meetings without loss of pay. The Guild agrees to reimburse the employer for time spent by the employee to attend Local Executive meetings held during the employees shift.

15.4 *Leaves of Absence Without Pay*

For the period during which any employee has been granted leave without pay in excess of fifteen (15) continuous working days within the calendar year, the consequences of that leave are defined as follows:

15.4.1

Pension contributions will not be made for any calendar month in which an employee has been absent without pay for more than fifteen (15) continuous working days. It is further understood that service for pension plan credits shall not accrue during that time when an employee is on leave of absence without pay in excess of fifteen (15) working days.

All employee contributions under the pension plan shall remain in the plan until such time as the employee has submitted their resignation in writing to the Employer, except as specified in Article 7.1.4.

15.4.2

Premiums for Major Medical Insurance, Group Life Insurance, Dental Plan and Long Term Disability that are handled through payroll deductions may be prepaid by the employee for the period of absence without pay to a maximum of one (1) year.

15.4.3

Annual leave credits are only accumulated for those calendar months in which an employee is entitled to pay or is on leave of absence without pay for less than fifteen (15) working days.

15.4.4

Sick leave with pay will not be granted to employees who become ill after proceeding on leave of absence without pay.

15.5 *Leave for Employees with Child Care Responsibilities*

Every employee is entitled to and shall be granted a leave of absence as follows:

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

(2) Where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to 35 weeks commencing, as the employee elects,

(i) in the case of a female employee,

(a) on the expiration of any leave of absence from employment taken by her under paragraph (1) above,

(b) on the day the child is born, or

(c) on the day the child comes into her actual care and custody.

(ii) in the case of a male employee,

(a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under paragraph (1) above,

(b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,

(c) on the day the child is born, or

(d) on the day the child comes into his actual care and custody.

(iii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an Order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to 35 weeks commencing on the day the child comes into the employee's care.

(3) Where both parents work in a business governed by the Canada Labour Code (Federal jurisdiction), the 35 weeks may be shared but the aggregate total is not to exceed 35 weeks.

(4) An employee must give 4 weeks' notice in writing of their intention to take such leave unless there is a valid reason why such notice cannot be given. Notice must also include the length of leave intended to be taken.

If the length of leave is to be changed, after the original notice or while on leave, 4 weeks' notice in writing is required except where valid reasons exist.

15.6 *Parental Leave with Pay*

(a) Illness directly attributable to pregnancy shall entitle an employee to sick leave provided for in Article 14.1.

(b) Where an employee provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, or a letter from a social worker certifying that she is adopting a child, that employee shall be entitled to a total of two (2) weeks of prenatal/ adoption leave upon the commencement of her leave. Additionally, she shall receive six (6) weeks postnatal/adoption leave with full salary, payable over six (6) pay periods (12 weeks), upon return to work on a regular full-time basis.

(c) Any male employee shall be entitled to a maximum of three (3) days leave with pay on the occasion of the birth or adoption of his child. Such leave need not be taken consecutively unless so requested by the employee.

15.6.1

The taking of leave is not mandatory. The Employer may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Employer. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

15.6.2

Employees who intend to take leave may request in writing to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Employer must provide such notices in writing.

15.6.3

(a) The employee upon return to work at the conclusion of such child care leave will be reinstated in her former classification. If she fails to return, she may at the Employer's discretion be terminated from the staff at the conclusion of the period for which the leave of absence was granted.

(b) If wages and benefits are changed as part of a plan to reorganize the Employer's establishment, including collective agreement revisions, the employee is entitled on being reinstated, to receive wages and benefits as if the employee had been working during the reorganization.

When such reorganization takes place which will result in a change in wages and benefits, the Employer must notify the employee in writing as soon as possible.

15.6.4

(a) Seniority will continue to accrue without interruption during Child Care leave, except that vacation credits shall not accrue during such leave. The Employer shall pay one hundred per cent (100%) of the benefit plans contained in Article 14.5 during Child Care leave. In the event an employee does not return to work at the expiration of the leave, and for a period of at least six (6) months, the Employer shall be entitled to a full reimbursement for the medical and benefit premiums paid on behalf of the employee during the period of leave.

(b) The pension plan shall remain in force and accumulate during Child Care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time, but not later than two (2) months following the employee's return to work.

(c) Where an employee fails to pay the required pension contributions within two (2) months of the employee's return to work, the duration of the leave will not count as service with the Employer when calculation of benefits is made.

15.7

The Employer shall not dismiss, suspend, lay-off, demote or discipline an employee because an

employee is pregnant or has applied for leave under Article 15.5 or 15.6. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

15.8 *Bereavement Leave*

Bereavement leave with pay shall be granted when an employee is required to be absent due to a death in the employee's immediate family, in accordance with the following:

- Five (5) days -- mother, father, spouse (includes common-law relationships of one (1) or more years), child;
- Three (3) days -- legal guardian, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, any relative permanently residing in the employee's residence or with whom the employee resides.
- One (1) day -- brother-in-law, sister-in-law.

Extended leave may be granted on compassionate grounds. Such leave will be for the number of scheduled working days as outlined above which fall within the period immediately following the day on which the death occurred. Entitlement shall not apply when an employee is on a leave of absence or on sick leave.

15.9 *Family Leave*

Specific requests for family related leave shall be granted to an employee who is required to be absent to care for a sick child or other dependant family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick and, other family emergencies.

Employees shall be entitled to such leave with pay for up to three (3) days per calendar year; new employees shall be entitled to such leave on a pro rata basis, i.e. one day for each four months of service during the first calendar year of employment.

15.10 *Election Leave*

15.10.1

A leave of absence without pay may be granted to an employee who requests such leave for the purpose of becoming a candidate for election to the Federal Parliament, a provincial legislature or a civic office, provided that in the Employer's view, such leave does not cause unreasonable disruption of operations. Any such leave shall be subject to and comply with C.R.T.C. regulations and guidelines.

15.10.2

Such employee shall be reinstated in the same or a comparable position upon the expiration of such leave.

15.10.3

An employee who is successful in a bid for a full-time elected office shall begin an unpaid leave of absence for the term of that office before taking the oath of that office. The employee shall advise the Employer of intention to return to work within two (2) weeks of the expiration of this

leave.

15.11 *Academic Leave*

Unpaid leaves of absence of up to one (1) year may be granted for academic purposes.

15.12 *Rules on Replacements and Notice of Return*

15.12.1

When a leave of absence is for three (3) months or more, an employee must advise the Employer in writing, at least one (1) month before the expiration of the leave, of their return to the position. The Employer may, as a result of their return, reduce the staff by terminating the term employee hired to replace the person on leave of absence.

15.12.2

The term employee so terminated shall return to their previous position if appointed from within.

15.12.3

Employees hired or promoted as a replacement for an employee taking a leave of absence under this Section shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee they are replacing, and a copy of such notice shall be sent to the Guild.

ARTICLE 16 - MILITARY SERVICE

16.1

An employee who leaves the employment of the Employer to enter military service or the public service of the Canadian or Allied Governments during a state of war or under enforced military service shall be considered an employee on leave of absence, and on release from such service shall resume their position or a comparable one with a salary no less than that which they would have received if service with the Employer had been continuous.

16.2

Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation and all other benefits which depend in whole or in part upon the length of service with the Employer.

16.3

An employee leaving for such service shall receive accrued vacation pay.

16.4.1

If an employee, upon return from such service, is found to be incapacitated to the extent that they are unable to resume their former employment, the Employer shall make all efforts to place the individual in other acceptable employment and shall consult the Guild thereon.

16.4.2

If such other employment is not found, the employee shall receive applicable severance pay.

16.4.3

If an employee dies while in such service, the amount of severance pay shall be paid to the designated beneficiary or estate.

16.5

Application for resumption of employment must be made within ninety (90) days after termination of such service, plus travel time from separation centre to place of employment.

16.6.1

An employee promoted to take the place of one entering such service may, upon resumption of employment by such employee, be returned to their previous position and at a salary no less than that which they would have received if service in the former classification had been continuous.

16.6.2

An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in such new classification for the period in which they have already been engaged in such new classification.

16.7.1

An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement except reinstatement rights under this military clause.

16.7.2

Such employee, on entering such service, shall be given accumulated severance pay and pro rata vacation pay, and upon return from such service shall be placed on the rehiring list.

16.8

An employee hired as a replacement for an employee entering such service shall be given preference over any new employee in filling vacancies which may arise. If such an employee is displaced by the return of a regular employee from military service, the displaced employee shall be placed on the rehiring list.

16.9

An employee hired or promoted as a replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee they are replacing and a copy of such notice shall be sent to the Guild.

16.10.1

Leaves of absence shall be granted to employees for required training service with militia units or recognized Civil Defence units. Such employees must have completed eight (8) months' service with such units before qualifying for such leaves.

16.10.2

Employees taking such leave shall receive their regular weekly salary less any salary received from such service.

16.10.3

Employees taking such leave shall not suffer any loss of vacation credited or to be credited.

16.10.4

Notice of intention to take such annual training shall be given by the employee to the Employer prior to April 15.

ARTICLE 17 – STUDENT AND PART-TIME EMPLOYEES

17.1 *Part-time Employee*

A part-time employee is one hired on a regular or occasional basis to cover peak work periods, maternity leave, sick leave, annual leave, leaves of absence, or to work on special projects or productions of a pre-determined length of time. Part-time employees shall be paid on an hourly basis based on the applicable wage rate for the classification to which they are assigned. Such employees shall advance on the salary schedule according to their accumulated hours of service with the Employer, i.e. one year of service is equal to 2080 hours.

17.2

Summer students and part-time employees shall be subject to all conditions of the Agreement except those pertaining to length of service; e.g. health and insurance benefits, pension, lay-off, sick leave. Students and part-time employees shall be entitled to receive vacation pay calculated at the rate of six per cent (6%) of gross basic earnings. Further, a meal period will be assigned only if the scheduled shift is more than five (5) hours.

17.3

Student and part-time employees shall pay dues in accordance with the Guild's schedule of dues rates submitted under Article 3 of this Agreement.

17.4

Student and part-time employees, except for summer students, shall not be employed for work that would eliminate or displace regular or full-time employees.

17.5

Interns are students, who, as part of their curriculum, are employed for a one-week period. Interns are not covered by this Collective Agreement.

17.6

The Employer agrees to assign a part-time employee who is hired to cover peak work periods, maternity leave, sick leave, annual leaves and leaves of absence to the evening shift, if qualified as a reporter.

ARTICLE 18 - MINIMUM SALARIES

- Effective January 1, 2004 - 2.5% increase
- Effective January 1, 2005 - 2.9% increase
- Effective January 1, 2006 - 3.0% increase

- \$200.00 Signing bonus payable to all full-time and part-time staff on the first pay date following April 29, 2005.

- It is agreed the Assignment Editor starts at the 7-year salary rate.

TALENT FEES

CJOH News at 6:00 Anchor	\$37.50 / day
CJOH News at 11:30 Anchor	\$37.50 / day
Regional Contact Anchor	\$37.50 / program
CJOH News at Noon Anchor	\$37.50 / day
Gallery Talk Host	\$32.50 / program
Canada AM and 5 o'clock Newsbreak Anchor	\$6.00 / break
News Anchor / Producer	\$37.50 / day
Producer	\$37.50 / day
CJOH News at 6:00 Sports Reporter	\$37.50 / day
CJOH News at 11:30 Sports Reporter	\$37.50 / day

<u>GROUPS</u>	January 1, 2004 (+ 2.5%)	January 1, 2005 (+2.9%)	January 1, 2006 (+3.0%)
<u>COPY CLERK</u>			
<i>Start</i>	486.75	500.87	515.89
<i>1 year</i>	503.57	518.18	533.72
<i>2 year</i>	520.83	535.94	552.02
<i>3 year</i>	535.82	551.36	567.90
<i>4 year</i>	550.87	566.84	583.85
<i>5 year</i>	565.96	582.38	599.85
<u>STUDENT</u>	568.67	585.16	602.72
<u>EDITORIAL ASSISTANT / WRITER ASSIGNMENT ASSISTANT</u>			
<i>Start</i>	692.82	712.91	734.30
<i>1 year</i>	731.42	752.63	775.21
<i>2 year</i>	770.30	792.64	816.42
<i>3 year</i>	808.38	831.82	856.77
<i>4 year</i>	840.69	865.07	891.03
<u>REPORTER / EDITOR / PRODUCER ASSIGNMENT EDITOR / PRODUCER COORDINATING PRODUCER SPORTS DIRECTOR</u>			
<i>Start</i>	909.75	936.13	964.22
<i>1 year</i>	966.58	994.61	1024.44
<i>2 year</i>	1015.05	1044.48	1075.82
<i>3 year</i>	1065.91	1096.82	1129.72
<i>4 year</i>	1118.94	1151.39	1185.93
<i>5 year</i>	1175.20	1209.28	1245.56
<i>6 year</i>	1233.65	1269.42	1307.51
<i>7 year</i>	1295.32	1332.89	1372.87
<i>8 year</i>	1360.26	1399.70	1441.70
<u>CHIEF ANCHOR</u>	1455.50	1497.71	1542.64

ARTICLE 19 - GENERAL WAGE PROVISIONS

19.1.1

Employees shall be paid on a salary step level according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Employer at the time of hiring.

19.1.2

Progression up the salary schedule 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 appointment, transfer or promotion.

19.1.3

When an employee is transferred into a higher pay classification the individual shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in their former group, and shall automatically progress upward on the annual or semi-annual anniversary date of their upgrading. Where such equivalent of one full increment would result in a salary overscale, the employee will be placed at the top rate of the higher salary scale.

19.2.1

The job content of each job classification set forth in Article 18 is contained in the job description set forth in Article 1.3. The minimums agreed upon, and any individual salary above minimum, is compensation for the job so described.

19.2.2

No job content shall be altered, except by agreement of the parties on a new job description and applicable minimum.

19.2.3

Should the Employer create a new job, the Guild shall be furnished with the proposed job description and the parties shall meet to negotiate the minimum wage rate. If agreement is not reached, either party may submit the matter to a mutually agreeable mediator for assistance in resolving the dispute.

19.2.4

New minimums shall be effective on the date the new job content is effective.

19.3

There shall be no reduction in remuneration.

19.4

An employee who works in a higher classification shall receive at least the minimum in the higher classification next higher than their regular salary.

19.5

The minimum wage rates established herein are minimums only. Individual merit may be acknowledged by increases above the minimums.

19.6 *Night Differential*

When an employee works between 0030 hours and 0630 hours, all hours worked shall be compensated for at an additional three dollars (\$3.00) per hour, with a minimum credit of one (1) hour. Night differential shall not be deemed overtime or part of basic pay.

19.7

The Employer shall pay twice the net weekly salary (i.e. salary after a reasonable portion of the total monthly deductions have been made) not later than 12 noon every second Friday.

19.8 *Night Transportation*

When an employee is required to work between the hours of 11 p.m. and 7 a.m. and other transportation is not reasonably available, the Employer shall, upon submission of an appropriate receipt, compensate the employee for the cost of a taxi, to a maximum of \$15.00 per trip, to and from their usual place of residence.

19.9 *Turnaround*

19.9.1

There shall be a turnaround period of at least twelve (12) hours between the end of one shift and the beginning of the next shift. All work which encroaches on the turnaround period shall be paid at an additional one-half (1/2) of the basic hourly rate computed separately from the work week.

19.9.2

Any scheduled days off or holidays shall add an additional twenty-four (24) hours for each day to the turnaround period.

19.9.3

Scheduled days off may be separated by a holiday only when no work is required on that holiday.

ARTICLE 20 - EXPENSES AND EQUIPMENT

20.1

If an employee is authorized to use their own automobile for transportation in connection with their duties, the employee shall be reimbursed at the following rates based on the price of regular unleaded gas:

- Up to 60 cents per litre – 30 cents per km
- Up to 70 cents per litre – 35 cents per km
- Up to 80 cents per litre – 40 cents per km
- Up to 90 cents per litre – 45 cents per km

With this formula to be extended as necessitated by gas prices.

20.2 *Use of Employee Vehicles*

20.2.1

While it is agreed that employees are not required to use their personal automobiles on CJOH business, the Employer, with the agreement of the employee, may authorize the employee to use a personal automobile on CJOH business.

20.2.2

When such agreement is made between the Employer and the employee for such use on a continuing basis, the Employer agrees to pay the difference between the full commercial insurance rate for the employee's car and the insurance rate for personal use of the car.

20.2.3

When an employee on company business is involved in an accident resulting in damage to a personal vehicle and the amount of damage cannot be recovered from any other person or persons, the Employer agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of five hundred (\$500) dollars.

20.3

An employee authorized to use a personal automobile in the service of the Employer shall receive at least one (1) month's notice before such authorization is terminated. Conversely, an employee taking advantage of the Employer's commercial automobile insurance plan must give the Employer three (3) months' notice if they wish to terminate use of this personal automobile.

20.4

Necessary working equipment as determined by the Employer shall be provided to the employee and paid for by the Employer. The Employer agrees to entertain all reasonable requests for new or additional equipment.

20.5 *Meals and Per Diems*

20.5.1 *Missed Meals*

An employee required to work more than six (6) hours without receiving a first meal period shall receive upon request a missed meal penalty equal to two (2) hours pay for the missed meal period.

20.5.2

An employee who works two and a half (2 1/2) hours of overtime or more on a single tour of duty shall receive \$8.00 plus a thirty (30) minute break or \$8.00 plus one half (1/2) hour of overtime if the break is not taken.

20.5.3

The Employer shall pay for meals for employees who are working overtime off the premises, or for circumstances beyond the employees control, such as separation from the camera vehicle where the meal is stored. Compensation shall be paid as follows:

Breakfast	-	\$10.00
Lunch	-	\$15.00
Dinner	-	\$25.00
Subsequent	-	\$9.00

Every reasonable effort must be made to allow the employee to have a meal break at CJOH-TV.

20.5.4

Employees on out-of-town assignments which require overnight accommodation shall receive a per diem allowance of \$59.00 for each 24-hour period. The rate shall be \$3.25 per hour when absences involve fractions of the 24-hour period.

Employees on “out-of-town” assignments who do not receive a per diem allowance as set out above shall receive a meal allowance for each meal to which they are entitled.

Breakfast	-	\$10.00
Lunch	-	\$15.00
Dinner	-	\$25.00
Subsequent	-	\$9.00

Per diem allowances are to cover the cost of meals and miscellaneous expenses. Accommodations and travel, including taxi fares, etc, shall be the responsibility of the Employer. Per diems for foreign assignments will be issued in U.S. dollars.

Every effort will be made to pay per diems at least twenty-four (24) hours in advance of departure.

20.6

The Employer shall reimburse the employee for the cost of a five-minute telephone call home on the first day and every three (3) days thereafter of an out-of-town assignment.

20.7

Travel to, from or during an out-of-town assignment shall be considered time worked and compensated as such.

20.8 *Clothing Allowance*

All full-time employees who appear on-air shall be entitled to a clothing allowance on the following basis:

Anchors	-	\$1,800.00 per year
Reporters	-	\$800.00 per year
RC/Tech Now/Hosts	-	\$1,200.00 per year
Substitute Anchors	-	\$1,000.00 per year

- RC/Tech Now/Hosts refers to hosting / anchoring three times or less per week on a regular basis.
- A substitute anchor is one who has substituted for a regular anchor at least eighteen (18) times in the previous year.
- All amounts payable upon submission of verifiable receipts. Clothing allowances to not cover jewelry or undergarments.
- Verifiable receipts must be submitted to Accounting for payment no later than December 31st of the calendar year in which the clothing was purchased and no late receipts will be accepted nor paid.

ARTICLE 21 - PROFESSIONAL ACTIVITIES

21.1

The first professional obligation of employees shall be to the Employer. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for broadcasting stations in direct competition with the Employer and provided these outside activities do not interfere with their services to the Employer.

21.2.1

No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the source thereof to any party other than the Employer.

21.2.2

The Employer agrees that where a court order is not involved, the foregoing shall not be released or revealed to any other party without the consent of the employee.

21.2.3

If the employee is proceeded against under law on account of this refusal to surrender, disclose or authenticate the foregoing, the Employer shall further compensate such employees against any monetary loss, including, but not limited to, fines, damages or loss of pay, provided the employee has not knowingly falsified material for broadcast, and provided such material has been obtained in accordance with accepted journalistic practices.

21.2.4

If an employee is proceeded against under law for any reason directly connected with their employment, the Employer shall meet all expenses incurred by the employee. The Employer shall further compensate such employees against any monetary loss, including, but not limited to, fines, damages or loss of pay, provided the employee has not knowingly falsified material for broadcast, and provided such material has been obtained in accordance with accepted journalistic practices and provided that where legal advice from the Employer's counsel has been obtained, it is followed in terms of scripting alterations before material has been aired.

21.3

Substantive changes in script content shall be brought to the employee's attention wherever possible before broadcast. Employees shall be given the reason for substantive changes to their material.

21.4

Except where libel has been proved, no criticism of an employee's work will be broadcast without first presenting such criticism to the employee and offering said employee time for reply in the same broadcast. This section is not meant to apply to corrections of fact or errors of omission.

21.5

Except where libel has been proved, no retraction of an employee's work shall be broadcast without every effort being made to consult first with the employee.

21.6

It has never been the policy of the Employer to require employees to produce, in working hours, material of a commercial nature, i.e. material promoting an advertising theme, a product or products advertised through commercials. No employee will become in any way associated with a commercial advertisement that would, in the opinion of the Employer, jeopardize their credibility as a News Department employee. It is not the purpose of this clause to deny commercial opportunities to newsroom employees, but to control the nature and environment of such opportunities so as to maintain the integrity of the Employer's news function.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

22.1

The Employer recognizes the value of training and professional development and agrees to provide employees with opportunities to participate in programs that will broaden the employee's skills in broadcast journalism and production. Requests to be provided with such opportunities will be dealt with on an individual basis and within the context of maintaining program and production requirements.

22.2

The Employer shall pay fifty per cent (50%) of the cost of academic courses relevant to the employee's work upon prior approval and successful completion, defined as a grade of at least sixty per cent (60%). Such payment shall be restricted to the amount budgeted under the category of Employee Related Expenses in the Operating Budget of the News Department for the fiscal year.

22.3

The Employer will make every reasonable effort to adjust work schedules to permit employees to participate in courses, conferences and conventions that are expected to enhance the employee's job performance.

22.4

The Employer in conjunction with the Guild shall work out a plan to provide employees in the News Department with appropriate French language instruction. Until such time as a program of language training is established, no reporter shall be forced to accept an assignment where business is conducted in a language in which they have no fluency. However, the employee retains the right to work in the language of their choice in accordance with the conditions of licensing approved by the Canadian Radio-Television Telecommunications Commission for the licensee.

ARTICLE 23 - SAFETY, HEALTH AND ENVIRONMENT

23.1 Safety, Health and Environment Committee

23.1.1

The Employer and the Guild acknowledge their common concern for maintaining a safe and healthy working environment. To this end the Guild shall appoint one (1) person to represent the Guild on the CJOH-TV Health and Safety Committee.

23.2

No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Employer. An employee's refusal to undertake such dangerous or hazardous work shall not prejudice their employment or advancement with the Employer.

23.3

No employee shall be required to operate equipment or travel in vehicles that are not properly maintained and in proper operating condition.

ARTICLE 24 - BULLETIN BOARDS

24.1

The Employer agrees to provide bulletin boards suitably placed in departments where employees work for the exclusive use of the Guild.

ARTICLE 25 - STRIKES AND LOCKOUTS

25.1

The Employer will not require any engaged employee to perform the duties of any other employee who is engaged in a lawful strike/lockout or the duties of any employees of any company engaged in a lawful strike/lockout. Nor shall the Employer require an employee to handle work destined for struck departments or shops. However, it is agreed that work destined for the Network will not be declared struck work if it is used only on the Network News that is carried by an affiliate station on strike.

ARTICLE 26 - COURT APPEARANCES

26.1

Employees called to serve on a jury or to testify at a court or administrative hearing shall receive their regular salary during the period of such service or appearance.

26.2

A night shift employee called for such service shall not be required to work on the day or days so spent.

26.3

The Employer and the employee shall consult on any absence connected with the employee's appearance in court on any matters of a personal nature.

ARTICLE 27 - STAFF SIZE

27.1

When requested by the Guild, the Employer and the Guild shall meet to discuss adequacy of staff size as it relates to work load.

ARTICLE 28 - GUILD CREDIT

28.1

CJOH Noon News, Evening News, Late News, Regional Contact and any other production

produced by the Employer for exclusive broadcast within the primary coverage area of CJOH-TV, in which Guild members contribute, shall have the Ottawa Newspaper Guild logo legibly exhibited on the end/closing credits.

ARTICLE 29 - DURATION AND RENEWAL

29.1

This Agreement shall commence on the 1st day of January, 2004, and remain in force for a period of thirty-six (36) months, ending on the 31st day December, 2006, and from year to year, thereafter unless either party notifies the other by registered mail, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, or until seven (7) days after a Report of the Conciliation Board is received by the Minister of Labour as set forth in Section 180 of the Canada Labour Code, Part V.

29.2

If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for Conciliation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS _____ DAY OF _____, 2004.

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

**OTTAWA NEWSPAPER GUILD
Local 30205 of TNG Canada/CWA
(CLC, AFL-CIO, IFJ)**

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SCHEDULE "A"

The following represents the changes that will be made to the group insurance plans and the policy and benefit booklets will be amended accordingly.

Effective January 1, 1997

Extended Health Care

- eligible for coverage from date of hire (currently after 3 calendar months)
- eliminate \$25 calendar year deductible
- reimbursement on 80/20 basis
- hospital & out-of-country remain at 100% reimbursement

Group Life

- no change

A.D. & D.

- no change

Occupational A.D. & D. (new)

- fully paid by CJOH
- coverage extends to part-time

Vision Care

- limit of one pair of lenses for each prescription change

Dental Plan

- (no change) - introduce complete coverage as follows:
 - (i) Basic 80/20 co-insurance
 - (ii) Major Restorative 80/20 co-insurance
 - (ii) Orthodontics 50/50 co-insurance
- yearly maximums: 1st year @ \$500; 2nd year @ \$750; 3rd year @ \$1500
- fee guide - current
- x-rays - 1 set each 36 months
- "preventative recall" shall be limited to one time every nine months for adults and once every six months for children under age 19.

LTD

- own occupation reduced from 36 to 24 months
- revise benefits schedule as follows:
 - (i) 67% of first \$3,000
 - (ii) 50% of next \$2,500
 - (iii) 40% of the balance

Overall maximum benefit not to exceed \$7,500

Employment Equity

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

.....
for CJOH-TV

.....
for Ottawa Newspaper Guild

.....
date

Deferred Compensation Leave Plan (Sabbatical)

The Ottawa Newspaper Guild, Local 30205, agrees to participate in a joint Employer and Guild workplace committee to study the issue of Deferred Compensation Leave Plan (Sabbatical) as it pertains to the Employer and the Guild employees. It is understood that the Joint Committee shall discuss the feasibility of incorporating a Deferred Compensation Leave Plan.

It is further understood that the Joint Committee shall not on its own have the authority to waive or amend the Collective Agreement or to negotiate the revision of any terms and conditions of employment pursuant to the terms of the Collective Agreement.

.....
for CJOH-TV

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for Ottawa Newspaper Guild

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date

Ergonomics

The Employer and the Guild agree to share the cost of a mutually agreed upon ergonomics specialist. The Employer further agrees to complete all ergonomic changes in the Newsroom within one (1) year from the signing of this agreement.

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for CJOH-TV

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for Ottawa Newspaper Guild

.....
date

Chief Anchor

When the Employer receives notice from the Vice-President of News and Public Affairs regarding his firm retirement date, the Employer will staff a Chief Anchor position. There is only one Chief Anchor position that is in its own functional group in this Collective Agreement. The Chief Anchor is the lead anchor of CJOH's Flagship weekday 6:00 p.m. Newscast. This person is also the chief ambassador of the station and the most public face at CJOH.

This position is excluded from receiving talent fees, overtime and penalty payments per the collective agreement. These exclusions shall be compensated through a premium that is negotiated outside of the Collective Agreement between the incumbent and the Employer.

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for CJOH-TV

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for Ottawa Newspaper Guild

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date