

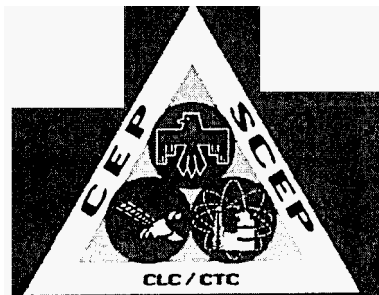
COLLECTIVE AGREEMENT

between

**Corus Entertainment Inc. - Kingston
CKWS-TV, CKWS-FM, CFMK-FM**

and

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



September 1, 2010

to

August 31, 2013

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This Agreement executed this 26th day of January
2011.

BETWEEN:

Corus Entertainment Inc. - Kingston,
CKWS-TV, CKWS-FM, CFMK-FM
(hereinafter referred to as the "Company")

Party of the first part

AND:

Communications, Energy and Paperworkers
Union of Canada
(hereinafter referred to as the "Union")

Party of the second part

ARTICLE 1

Intent

1.1 It is the purpose of this Agreement and attached Letters of Intent 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 any person, either male or female, employed in a classification included within the Bargaining Unit referred to in Article 2.2. It shall include any person employed in any job or classification created in the future which the parties, by mutual consent, decide to include within the Bargaining Unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement but may be referred by either party to the Canada Industrial Relations Board.

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 March 8, 1974, certifying NABET, and any amendments thereto as mutually agreed by the parties, or in any of the classifications listed in the wage schedule under Article 16.

Certification Order

WHEREAS the Canada Labour Relations Board, by Order dated March 12, 1986, as amended by Order July 2, 1991, certified the National Association of Broadcast Employees and Technicians as the bargaining agent for a unit of employees of CKWS-TV, CKWS-FM and CFMK-FM, Divisions of Power Broadcasting Inc.;

AND WHEREAS, the Canada Labour Relations Board **has** received from the applicant an application, pursuant to Section 43 of the Canada Labour Code (Part 1 - Industrial Relations), seeking a declaration that, as a result of a merger, the Communications, Energy and Paperworkers Union of Canada succeeds the National Association of Broadcast Employees and Technicians as the bargaining agent for the said unit of

employees of CKWS-TV, CKWS-FM, and CFMK-FM, Divisions of Power Broadcasting Inc.;

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board is satisfied ~~that~~ the merger has occurred;

NOW THEREFORE, it is declared by the Canada Labour Relations Board that the Communications, Energy and Paperworkers Union of Canada is now the successor bargaining agent and, as such, has acquired all the rights, privileges and duties of the National Association of Broadcast Employees and Technicians with respect to the certified bargaining unit described in the said Order as follows:

All employees of CKWS-TV, CKWS-FM and CFMK-FM Divisions of Corus Entertainment Inc., excluding:

- Vice-president & General Manager
- Vice-president, Engineering
- Vice-president, National TV Sales
- Broadcast Operations Manager
- Operations Manager (Radio)/Program Director
- Sales Manager TV
- Sales Manager Radio
- Promotion Manager Radio/TV
- Program Manager TV
- Sales Representatives
- Office Administrator Radio/TV
- Executive Secretary
- Business Manager

(Amendments mutually agreed to by the Parties.)

2.3 Employee Categories - Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

A Administration

Switchboard/Receptionist, Secretary, Traffic, Accountant, TV Sales Assistant, Program Coordinator

B Creative Services

Continuity Writer, Promotion Director, Creative Services Supervisor, Radio/TV Audio Producer, Writer/Editor

C Building Maintenance

Janitor

D Engineering

Technician, Technical Supervisor

E Television Operations

TV Operator, Master Control Operator, Studio Coordinator, EFP Camera, EFP on-line Editor, On-line Editor, Technical Director, ENG Camera/Editor, Graphic Artist

F News

Reporter, Assistant News Director, News Director, Assignment Editor, TV Anchor, Producer, Videographer

G Radio News

Radio Newscasters

H Radio

Radio Operators, Announcers

I Radio Drive

FM Morning Drive, FM Afternoon Drive,

2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Articles 2.3.2 and 2.3.3. Full-time and regular part-time employees shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and in such event, will advise and discuss with the Union prior to the end of the first three (3) month period. During the probationary period, the Company may release the employee at any time, for reasonable cause. Non-regular part-time and vacation relief employees are not subject to the probation and discharge clauses as they are employed only as required. For purposes of determining the probationary period for regular part-time employees, the three (3) months probation shall be completed when an employee has worked a total accumulation of four hundred and eighty (480) hours.

- 2.3.2 a) Up to twelve (12) part-time employees may be hired in the bargaining unit.
- b) Part-time employees shall be paid on an hourly rate, based on the wage rates for the classification to which they are assigned and such employees shall be paid for a minimum of four (4) hours per day to a maximum of twenty-four (24) hours per week.

It is understood that a full-time employee's position will not be divided between two or more part-time employees. Part-time employees, however, may be assigned to work where that assignment involved is for less than twenty-four (24) hours per week or on an occasional basis where fluctuations in the workload require extra employees.

The Company shall be permitted to maintain the allowable number of part-time employees during absences resulting from illness or vacation of regular part-time employees, i.e., an additional part-time may be hired only to replace a regular part-time employee who is absent because of illness or vacation.

- c) Part-time employees shall receive credit on the salary scale of the group to which they are assigned for the total accumulated hours in the Bargaining Unit, calculated to the last completed month. Except as may be specifically provided, only the following Articles shall apply to part-time employees working less than twenty-four (24) hours per week Articles 1 through 9,

Articles 11 through 12.4.3, Articles 13.1, 13.1.2, 13.1.3, 13.1.4, 13.2.2, 13.4, 13.4.1, 13.4.4, 13.5.2, 13.5.3, 13.6.1, Articles 13.6.3 through 13.7.3, Article 13.8, 13.10 and Articles 14 through 18 inclusive apply, together with any applicable Letters. Articles 13.4.2 and 13.5 apply, but delete "employee's last working".

- i. The minimum tour of duty for part-time employees will be four **(4)** hours.
- ii. While seniority, pension, Medicare and insurance provisions will not apply to occasional part-time employees, those employed on a regular basis may be covered as permitted by the various plans.
- iii. Part-time employees shall receive vacation pay in accordance with Article 12.3.3(b) on every pay. In lieu of vacation credits as provided in Article 12.3, however, an employee at his/her request shall receive the appropriate vacation time off
- iv. The twenty-four **(24)** hour per week maximum shall not apply when part-timers are assigned to work for the purpose of Vacation Relief, Long Term Disability, Illness, Child Care Relief, replacing for Lieu Time, replacing for Union leave, temporary replacement to a maximum of eight (8) weeks for an unfilled permanent position, and training, (Training under this provision shall mean under the direct supervision of a person in the same classification.)

When part-timers are assigned in excess of twenty-four (24) hours for these purposes, they may be

scheduled to a maximum of thirty-five (35) hours per week. In which case, Article 13.1.1 - Days Off will apply and when working a regular eight (8) hour tour of duty as described in Article 13.3, the Turnaround Article 13.8 shall apply, as will Article 14 - Meal Periods. However, when an employee is required for more than thirty-five (35) hours, a regular forty (40) hour work week shall automatically apply, together with all the full-time provisions of the Collective Agreement other than those pertaining to Seniority, Pensions, Medicare and Insurance, (except as may be accepted by the various Plans).

- d) Part-time employees shall be entitled to and shall receive one (1) fifteen (15) minute break period during each four (4) hours of work where such employees are working less than the normal tour of duty.

Further such employee shall be entitled to and shall receive a thirty (30) minute inclusive meal period when working five and one-half (5½) hours or more, when the meals and break periods are received in accordance with the above provisions, Articles 14.1 and 14.2 shall not apply.

- e) In lieu of the benefits provided under this Agreement, part-time employees shall be paid an additional fifty cents (\$0.50) per hour, for all hours worked.
- f) Part-time employees who are subsequently hired on permanent staff without a break in service of more than ninety (90) calendar days shall be

credited for all purposes with the total accumulated hours, and their seniority and probationary period will be calculated accordingly. However, part-time employees who are subsequently hired as full-time shall be probationary employees for a period of one (1) month from the date of employment as full-time. The Company may extend the probationary period up to a total of two (2) months from the date of hiring as full-time, and, in such event, will advise and discuss with the Union prior to the end of the one (1) month period. During the probationary period, the Company may release the employee at any time for reasonable cause.

- g) Except in cases of illness where a part-time employee has been unable to work the required hours to which the part time employee is normally assigned (or required as a vacation replacement during the months of June, July and August) on two (2) or more occasions within a four (4) week period, or where these work assignments are no longer operationally required for a period for two (2) consecutive months or more, the part time employee shall, upon receipt of due written notice, be deemed to have been terminated from employment.

2.3.3 It is agreed that the provisions of Article 2.3.2 above will not be used to avoid the hiring of a full-time employee in the Bargaining Unit.

2.3.4 The Company agrees it shall not alter a job function/classification for the purpose of eliminating or removing it from the Bargaining Unit.

2.3.5 Persons performing special events shall be considered casual employees, and as such, are excluded from the provisions of this agreement. When no qualified part-time or full-time employee is available to replace an employee who is ill, on leave or on vacation, the Employer may hire a replacement from a temporary placement agency, and such personnel shall be considered as casual employees.

ARTICLE 3

Management Rights

3.1 It is recognized that the management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations the Company will give prior notice to the Union and employees.

3.2 Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to decide the number and location of plants; the amount and type of supervision necessary; of machinery and technical equipment; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant; editorial policy and content.

3.3 It is further recognized that the responsibility for the selection, direction and determination of the size of the work forces, including the right to hire, suspend or discharge for proper cause, or transfer, or promote, or demote, or relieve employees from duty because of lack of work, is vested exclusively in the Management of the Company.

3.4 The parties recognize that broadcasting requires the continued maintenance of high standards of performance which, with respect to "on-air" talent **and** continuity writers in creative services, are not capable of definition in solely objective terms. The parties, therefore, agree that subject to the provisions of Articles 3.5 and 8.3, the Company may dismiss or reassign an employee who fails to achieve such standards of performance. The Company must exercise these rights in a fair and reasonable manner and not sooner than thirty (30) days after an employee has received two (2) written notices in accordance with the terms of Article 7. Further, these notices shall describe in reasonable detail the manner in which the employee is alleged to have fallen short of such standards of performance. The provisions of this Article shall not be used as a disciplinary measure and shall be in addition to and not in substitution for the Company's right to apply discipline, which may only be exercised in accordance with Article 8.3. The Company shall provide written guidance to overcome any problems detailed above.

3.5 The rights referred to in the above Articles shall be exercised in a fair and reasonable manner and in accordance with all provisions of this Agreement.

ARTICLE 4

Union Rights

4.1 Union Security and Dues Checkoff - No person shall be required as a condition of employment to become or remain a member of the Union.

4.1.1 During the term of this Agreement, the Company agrees to deduct monthly an amount equal to the uniform dues and/or assessments as levied by the Union (in accordance with the 'Rand Formula') for each pay period as a condition of employment of every employee in the Bargaining **Unit**, beginning with the date of hiring in the Bargaining Unit. The present rate of deductions is equal to one and two-thirds

percent (1.666%) of regular salary and the same percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions. The Union shall not require the Company to vary the deductions more than twice a year.

4.1.2 The Company agrees to remit the monies so deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth of the month following the month for which such dues are deducted together with the following information:

- (1) Employee name
- (2) Classification title and salary
- (3) Amount of dues deducted on base salary
- (4) Amount of dues deducted on additional earnings.
- (5) The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave. A copy of this statement shall be provided to the Local Treasurer of the Bargaining Unit.

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

4.2 Notification to the Union - The Company shall, within three (3) working days, mail, e-mail or fax to the office of the Union designated with the responsibility of administering this Collective Agreement and to the Local Union, one (1) copy of each of the following:

- a) Notice of dismissal, extension of probationary period, suspension or any disciplinary action

affecting any employee within the Bargaining Unit, as well as any employee reply thereto (which shall be forwarded within three (3) working days of receipt from the employee).

- b) Any notice pertaining to the application or agreed interpretation of this agreement.
- c) Notice of any job posting, the hiring or dismissal, promotion or transfer of any employee within the Bargaining Unit.

4.2.1 The Company will furnish, upon request by the Union, two (2) copies of seniority records.

4.3 Union Access to Premises - A representative 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 a card of identification for the representative entitling them to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

- a) Local Union Executive Officers shall be free to communicate with members in the work place regarding the terms and conditions of this agreement so long as such activity does not result in a disruption of work.

4.4 Union Use of Bulletin Boards - The Company agrees to the posting by the Union on designated bulletin boards of announcements regarding Union meetings, elections and their results and Union social events. All other matters concerning labour affairs will require prior authorization by the Company. The Company further agrees to provide two (2) bulletin boards for the exclusive use of the Local/National Union. The bulletin boards shall be located in the lunch rooms of each location, i.e., AM/FM and TV.

4.5 Leave for Union Activities - Upon written request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees named by the Union to attend grievance meetings, three (3) employees for negotiation meetings and up to three (3) employees named by the Union, for up to one (1) working day, for the purpose of pre-negotiation meetings.

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

- a) Attend Executive Council Meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance. Where leave is requested by an employee in a single person department, it is understood that, where possible, the request shall be submitted thirty (30) days in advance.
- b) Accept a position with the Union or an Official labour body for a period of time up to one (1) year, except where an employee is elected to the position of National President or National Secretary-Treasurer, in which case the leave shall be for a period of four (4) years.

Such leave shall be granted by the Company on receipt of a written request from the employee and the President of the Union. Prior to the return of such employee, six (6) weeks' notice shall be submitted to the Company.

- c) It is understood that not more than one (1) employee within each job function shall be so released at any one time.

4.5.2 Leave provided for in Article 4.5.1 (b) shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 4.5.1 (a) shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits of this Agreement.

4.6 Non-Discrimination - The parties hereto will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity, or lack of activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure 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 The Canada Labour Code, Part III, provides that every employer must establish and enforce a policy with respect to Sexual Harassment. A copy of the policy has been reproduced, for informational purposes only, at the back of this Agreement.

4.8 At the time of hiring, each new employee will be provided with a copy of the Collective Agreement as well as copies of all applicable Benefits Plans. In addition, at the time of hiring, each new employee shall be given a fifteen (15) minute orientation meeting with a member of the Union's Executive Board.

ARTICLE 5

No Strike/No Strike Breaking

5.1 No Strike -The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company shall not cause, or permit its employees to cause, engage in or pennit a lockout of any of its operational locations during the term of this Agreement.

5.2 No Strike Breaking -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, or to originate a program or programs not normally fed to such facility, nor will the Company require any employee in 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/her personal grievance to his/her 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 adjustment and settlement thereof

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the Vice President and/or General Manager or their 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 designate of the Vice President and/or General Manager, and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10) working days of the request for a meeting. Appropriate records of such meetings shall be kept.

Step 3: If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the Vice-president and/or General Manager and the Union Office for further discussion and consideration.

Step 4: In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The parties shall, within twenty (20) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these twenty (20) days, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of such arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the costs of 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, but they shall have the power to direct, if the Arbitrator thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have been lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the arbitrator.

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. The parties agree to expedite such matters without untimely delay.

6.6 Time Limits: Any time limits mentioned under grievance procedure shall exclude Saturdays, Sundays and statutory holidays, 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. Time spent attending grievance meetings outside the scheduled tour of duty will be compensated at straight time off in lieu. No other penalties shall apply.

ARTICLE 7

Dissatisfaction/Discipline

7.1 An employee shall be given written notice of any dissatisfaction within ten (10) working days of the cause of the dissatisfaction becoming known to their immediate supervisor. This notice shall include all particulars of the event which led to such dissatisfaction and may also include further disciplinary action.

If this procedure is not followed, such notice of dissatisfaction shall not become part of their record for use against the employee, at any time.

Where a notice of dissatisfaction is found to be unjustified, all reference to such notice shall be removed from the employee's record.

7.2 The employee's reply to such notice of dissatisfaction if received within ten (10) working days after they have been given the notice referred to in Article 7.1 above, shall become part of the employee's record. If such reply is not so received, it will not become part of his/her record for use by him/her at any time.

7.3 An employee shall have access to their personal file in the presence of a non-Union supervisor during office hours.

7.4 The employee shall be notified in advance by the Company of any meeting where disciplinary action or reprimands are to be discussed. An employee may be accompanied by a member of the Local Executive, or a Steward, when an Executive Officer is not available when attending such a meeting.

Any member of the Union Executive so requested shall be released from duty, without loss of pay or benefits, to attend such a meeting.

7.5 The contents of any notice of dissatisfaction which has been placed on an employee's record, in accordance with Article 7.1, shall be removed from the employee's personnel record [twelve (12) months after the date of the notice if no other related incident occurs, but in any event, not later than twenty-four (**24**) months after the date of the notice] and shall not be used against the employee for any purpose thereafter.

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.

8.1.1 Company seniority shall relate only to the order of layoffs, promotions and the choice of vacation periods.

8.2 Promotions and Transfers - When the Company determines that a vacancy exists or creates a new Bargaining Unit position, such position shall be posted in order to enable employees to apply for such vacancies. The position shall be given to the Bargaining Unit employee who has the skill, ability, qualifications and experience to meet the requirements of the position, all of which must reasonably relate to the job. Where employment equity or "on-air" balance require the Company to do so, job posting may establish a preference for members of groups identified in Employment Equity Legislation. Where, in the opinion of the Company which must be reasonably exercised, two or more applicants have equal skill, ability, qualifications and experience, the position shall be awarded to the most senior applicant. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A part-time vacancy shall be posted for a *minimum* of three (3) days prior to filling the position. A full-time vacancy shall be posted for a minimum of seven (7) days prior to filling the position. If the vacancy is a result of the resignation of an employee, the posting shall be as follows:

- a) Where an employee resigns giving less than two (2) weeks' notice, the notice of vacancy shall be posted a minimum of forty-eight (48) hours.

- b) Where an employee resigns giving less than one (1) week's notice, the notice of vacancy shall be posted a minimum of twenty-four (24) hours.
- c) Unsuccessful applicants for promotions or transfers shall be given the reasons in writing as to why they were unsuccessful upon request.
- d) When a suitable candidate cannot be found who meets all of the initial posted requirements and it is determined that the position requirements will be reduced, a new posting will be required.

8.2.1 Without their consent, no employee shall be transferred or assigned to a position outside the Bargaining Unit. The Company agrees to prior consultation with an employee before making a final decision that would involve a permanent transfer (within the Bargaining Unit) of the employee. The Company further agrees that the final decision shall be fair and reasonable, taking into consideration the wishes of the employee.

8.2.2 No employee shall in any way be penalized for refusing to accept a promotion or transfer out of the Bargaining Unit.

8.2.3 When employees are assigned to perform in a job classification different from their regular classification, and for which they have not received adequate training, they will not be penalized for errors committed during such performances.

8.2.4 An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of ninety (90) days. The Company may, at any time during this trial period, return the employee, for reasonable cause, to their former classification and rate of pay, with no loss of seniority.

8.3 Dismissal, Demotion, Suspension and Disciplinary Action -

Dismissal, demotion, or suspension of an employee shall only be for just and sufficient cause and by written notice given the employee at the time of their dismissal, demotion or suspension. Such notice shall clearly state the reasons for such action. It is agreed that any such action may be subject to the grievance procedure.

- a) An employee dismissed for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay plus accrued vacation pay.

8.4 Layoffs - When layoffs of employees are to be made, such layoffs shall proceed in inverse order of Company seniority within the functional group, provided that in the reasonably determined opinion of the Company remaining employees have the occupational qualifications for available work for lateral or downward transfers within the functional group.

8.4.1 An employee about to be laid off from one functional group who, in the opinion of the Company, has the occupational qualifications for another functional group, may apply their Company seniority and transfer laterally or revert to such other group.

8.4.2 An employee about to be laid off from one functional group who has the Company seniority, and who in the opinion of the Company may be trained in a reasonable length of time to perform duties in another functional group, shall be trained and they shall then revert to that group, if such a vacancy is to be filled. The Company's opinion must be exercised in a fair and unbiased manner. A reasonable length of time shall be six (6) weeks.

8.4.3 An employee who has reverted to another group and whose basic salary is higher than the maximum of this new group shall have

their salary red-circled until such time as the new salary surpasses that level.

8.4.4 In the event of layoffs, employees affected will receive ten (10) weeks' notice or ten (10) weeks' salary in lieu of notice, plus accrued vacation pay.

8.4.5 The Company shall advise the Union at least ten (10) weeks in advance of proposed layoffs. It shall be the intention of the Company to give full consideration for job vacancies within the Bargaining Unit for those employees who are to be laid off.

8.4.6 While an employee is laid off, the Company will continue the group insurance payments excluding LTD benefits, at its cost for a period not exceeding six (6) months, or until the employee obtains employment, whichever is earlier.

8.5 Re-engagement of Laid-off Employees • When vacancies occur, the Company agrees to re-engage in the order of Company seniority within the functional group, former employees who have been laid off for a period not exceeding one (1) year. The Company further agrees to give preferential consideration to the re-engagement of such former employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding one (1) year. An employee who bumped into a lower rated classification, in accordance with Article 8.4.2, shall retain first recall rights to their previous classification when a vacancy occurs therein. No new employee shall be hired within the same functional group until those laid off have been given the opportunity to return under the recall provisions.

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

8.6 Computation of Seniority after Interrupted Service - In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement:

- a) continuity of service for the purpose of Company or functional group seniority shall be considered unbroken if they return to the status of an employee within one (1) year, or
- b) if they return to the status of an employee after one (1) year has elapsed, their Company and functional group seniority upon returning shall be that which they had on the effective date of such layoff, transfer or leave of absence.

8.6.1 In the event an employee with less than one (1) year of Company seniority is laid off, and they return to the status of an employee before six (6) months have elapsed, their Company and functional group seniority, upon returning, will be that which they had on the date of such layoff.

8.6.2 Seniority shall cease to exist if the employee:

- resigns
- is discharged
- fails to respond to a recall
- is laid off for a period of more than twelve (12) months.
- is deemed to be terminated as per Article 2.3.2 (g)

8.6.3 Except as provided in Articles 4.5.1 (b) and 4.5.2, seniority will not accumulate further in case of leave of absence over one (1) month, but accumulation shall resume on return to work.

ARTICLE 9

Jurisdiction and New Equipment

9.1 Jurisdiction - The Company will not assign duties relating to the preparation, administration, audition, rehearsal, recording and or broadcast of material to employers other than those defined in Article 2.1 of the Agreement.

9.1.1 Employees, as defined in Article 2.1 of the Agreement, shall install, set up, modify, assemble, operate and maintain all the Company's television and radio equipment used, owned, rented, leased and obtained by the Company or any equipment obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical and optical equipment and otherwise used for broadcasting TV, AM and FM material, including that used in transmitting, control and/or conducting audio and/or video frequencies and signals for use in broadcast, closed circuit broadcast, rebroadcast, pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, intercommunications equipment for broadcast purposes, and/or on-air play- back.

9.1.2 Only employees in the Bargaining Unit shall:

- i) Perform office, clerical and switchboard duties.
- ii) Perform janitorial functions and other related duties.
- iii) Create, write, produce and direct commercials. service clients and other related duties.
- iv) Perform the duties of announcing, reporting, writing, producing and other directly related duties.

9.1.3 The Company agrees that it will not transfer, assign or sub-contract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other employee(s) of the Company not covered by this Agreement, or to any

other Company or its employees, except that it is agreed that the Company shall not be required to alter existing methods or practices covering the following:

- a) Outside contractors retained by the Company for specific installation and modification of equipment.
- b) The Chief Engineer may perform maintenance and job installation functions in the execution of their normal job functions.

N.B. It is understood that the waiver dated May 16, 2006 shall continue and that Article 9.I.5 requires the replacement of two full-time employees in the event of a vacancy.

- c) When due to an unforeseen event or emergency, when a Bargaining Unit member is not readily available at the workplace, the Broadcast Operations Manager, may perform the duties of a Radio Newscaster or Television News Anchor up to maximum of eight (8) hours per week.
 - (i) However they may operate equipment to assess its capabilities to determine its integration into the Company's operations and/or to train a Bargaining Unit employee on the equipment so that the employee may train other Bargaining Unit employees.
- d) The Operations Manager (Radio) may perform the on-air function of an employee when the incumbent is unable to be present or perform their duties because of; the granting to an employee of a single day of vacation, time off in lieu, illness or other emergency situations. The Operations Manager (Radio) may also voice commercial announcements and may also voice promotional announcements. All of the above is subject to a limitation of sixteen (16) hours per week.

- (i) It is further agreed that the Operations Manager (Radio) can perform the duties of an "On Air" announcer in order to record up to six (6) hours per day of voice-track to be used evenings, overnights and weekends.

N.B. It is understood that the waiver dated January 20, 2010 shall continue for the life of this agreement in that the present Operations Manager Radio may perform certain tasks of Bargaining Unit music directors pursuant to the waiver.

- e) The Broadcast Operations Manager may from time to time, assign editorials to be performed by persons outside the Bargaining Unit where a particular form of expertise is not available within the Bargaining Unit. In such case, the editorial shall not exceed two (2) minutes in duration and the person outside the Bargaining Unit shall not operate any equipment in the performance of these duties.
- f) Non-bargaining unit employees (ref: Article 2.2) may operate, for playback and recording purposes only, equipment located in offices, boardrooms and production rooms. Such playback and recording operations shall be limited to internal screening, air check and sales purposes.
- g) Non-Bargaining Unit employees may continue to perform the Bargaining Unit office and clerical duties as performed by them in the past.
- h) The Promotion Manager Radio/TV may write promotional copy, live liners or promotional commercials when bargaining unit employees are unavailable because of time off in lieu, illness or other emergency situations or when during peak work loads, incumbent employees are fully engaged.

9.1.4 In addition, the Company may also do the following:

- a) The Company may enter into an Agreement with a Commercial client whereby the client may provide its own announcer for voice over or on camera announcements, or participants or talents, or may provide a completed audition tape, to be used exclusively for the client's own commercials or programs. This agreement does **not** affect any other of the obligations **of** the parties under the Collective Agreement.
- b) The Company may hire stringers for news and sports coverage purposes and actors for Power House Productions.
- c) Placement Student - Placement students are defined as those, **who** as part **of** their studies curriculum, need to be placed for a specific term in a work place environment. The Company may place one student per functional group at any one time. While such students are not employees, they may be assigned to assist full-time employees in the bargaining unit provided that they do not perform any work function except under the guidance of the bargaining unit employee (Mentor) to whom they are assigned. Only employees who volunteer to be involved with placement students shall be asked to participate. **A** mentor will provide instruction, assign tasks, monitor and evaluate the student's progress with supervision to be provided by the News Director.
- d) With respect to voicing and appearance in either radio or television programs, commercials, promotional announcements or public service announcements, any person may appear in voice or in person on the understanding that such appearance will not result in a loss of bargaining unit announcer jobs in radio or television;

- e) Only members of the Bargaining Unit shall install, maintain, and operate website equipment in circumstances where local input is required unless a Bargaining Unit employee is not available.

9.1.5 It is agreed that the provisions of Article 9.1.3 and 9.1.4 above will not be used to avoid the hiring of an employee or to result in the layoff of an employee in the Bargaining Unit.

9.1.6 The container or label for every audio and video recording produced by the Company shall bear the seal of the Union. Every audio, video and live production, produced for or by the Company shall have the CEP seal or mutually acceptable alternative exhibited on the end/closing credits. The seal shall appear only on those credits where the Company also receives a credit. The seal may not appear on those outside productions where the Company is unable to negotiate the insertion of such seal.

9.2 **New Equipment/Technological Change** - For the purposes of this Agreement, the term "technological change" shall be understood to include, but not limited to, the introduction of any changes in machinery equipment, processes, in whole or in part, also including data processing, computers, word processors or automated equipment of any type, or any changes which affect the terms and conditions or security of employment of members of the Bargaining Unit or alter the basis on which this Agreement was negotiated. This definition shall also include the definition contained in the Canada Labour Code, Part V.

9.2.1 In the event that the Company introduces, or permits to be used, any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment, such process, machinery or equipment shall be operated and maintained only by employees in the Bargaining Unit herein set forth.

9.2.2 Should the introduction, replacement, supplementaton or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the employees in the Bargaining Unit, result in the layoff of employees, as distinguished from layoffs, caused by changes in programming, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations:

9.2.3 The Company will give the Union and the employees as much advance notice as is practicable, but not less than six (6) months' notification of such layoffs or six (6) months' pay in lieu of said notice, plus all other benefits for the same period. **Also**, the employee shall receive severance pay, as outlined in Article 10.7.

9.2.4 The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. **Upon** receipt of such notice by the Union, the Parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off at a mutually agreeable time, during their normal work week, without loss in salary, to be interviewed for positions outside the Company.

9.3 For the purposes of this Agreement it is understood that, notwithstanding any of the provisions of this Article 9, any work or functions covered by this Agreement may be transferred to other properties owned by Corus Entertainment Inc. ("a reorganization").

9.3.1 Should a reorganization result in the layoff of employees, as distinguished from layoffs caused by changes in programming, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations:

9.3.2 The Company will give the Union and the employees as much advance notice as is practicable, not less than six (6) months' notification of such layoffs or six (6) months' pay in lieu of such notice, plus all other benefits for the same period (such notice to run concurrently with any other notices required under this Agreement). An employee laid off as a result of a re-organization may, at their option on one month's written notice elect to take early layoff, and shall be paid the unworked portion of the ~~six~~ month notice period and shall also continue to be entitled to benefit coverage for that period (except short term and long term disability benefits).

9.3.3 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 Union and the Company shall arrange a meeting or meetings for the purpose of conducting discussions which will achieve an understanding to ensure that any hardship to the employees affected will 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 work week, without loss in salary, to be interviewed for positions outside the Company.

9.3.4 If a reorganization results in a layoff of employees at one location (Kingston or Peterborough) and the creation of a bargaining unit position at ~~the~~ other location (Kingston or Peterborough) such laid off employees may apply, and shall be given first consideration for such position(s) (in accordance with the provisions of Article 8.2) before any other applicants are considered. Successful applicants will be granted full seniority status acquired under the Collective Agreement at either location (Kingston or Peterborough).

9.3.5 Article 10.7 has no application to employees laid off as a result of a reorganization. Rather, employees laid off as a result of a reorganization will be paid an amount equal to two (2) week's salary for each year of service up to a maximum of fifty-two (52) weeks salary, such pay to be prorated to the nearest month for partial years of service.

ARTICLE 10

Employee Benefits

10.1 Sick Benefits - An employee who is absent due to illness or injury shall be granted leave with pay, as follows:

<u>Length of Service</u>	<u>Benefits</u>
<u>During probation period</u>	<u>1 wk (5 days) at</u>
<u>Probation period completed</u>	<u>100% salary</u>
<u>but less than 2 yrs</u>	<u>2 wks (10 days)</u>
<u>2 yrs but less than 3 yrs</u>	<u>at 100% salary)</u>
<u>3 yrs but less than 4 yrs</u>	<u>3 wks (15 days)</u>
<u>4 yrs but less than 5 yrs</u>	<u>at 100% salary)</u>
<u>5 yrs but less than 6 yrs</u>	<u>5 wks (25 days)</u>
<u>6 yrs but less than 7 yrs</u>	<u>at 100% salary)</u>
<u>7 yrs but less than 8 years</u>	<u>6 wks (30 days)</u>
<u>8 yrs but less than 9 yrs</u>	<u>at 100% salary)</u>
<u>9 years and over</u>	<u>7 wks (35 days)</u>
	<u>8 wks (40 days)</u>
	<u>at 100% salary)</u>
	<u>9 wks (45 days)</u>
	<u>at 100% salary)</u>
	<u>10 wks (50 days)</u>
	<u>at 100% salary)</u>
	<u>13 wks (65 days)</u>
	<u>at 100% salary)</u>

- a) Calculations of days absent due to illness or injury shall be made during each year of service (begins on date of employment or anniversary for the next twelve (12) calendar months) and includes both single and multiple day absences.
- b) Such sick benefits shall not accumulate from year to year. Any sick leave credits used ~~within~~ a twelve (12) month period by the employee shall be deducted from the earned sick leave credits in accordance with the table above. Sick leave credits shall be reinstated at a rate of 1.25 days per month for each month of active employment starting in the month following the employee's return from sick leave up to the maximum credit allowed in accordance with the above table,
- c) An employee who is absent during any year of service beyond the sick leave credits earned in accordance with the table above (days at 100% pay) shall receive 66.7% of basic earnings during such absence(s), excluding probationary employees, until Long Term Disability Insurance payments commence.

10.1.1 Absence because of illness or incapacity shall not interrupt an employee's vacation credits or sick benefits in the Agreement.

10.1.2 Should an employee fall sick while on vacation, sick leave will be paid and the unused days of vacation will be credited to the employee. The employee must provide proof of illness by presentation of a medical certificate indicating that he/she was unable to work.

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

10.1.4 Employees will attempt to attend doctor and dentist appointments on their own time. When they are unable to do so and upon reasonable notice, time off without loss of pay shall be granted to employees for the purpose of doctor and dentist appointments. To qualify for such time off, the employee shall produce a written statement from their doctor or dentist stating the employee did attend such an appointment. The Company shall bear the cost if any, for any statement required by this article.

10.1.5 An employee, if requested, shall submit a doctor's certificate following three (3) continuous sick days off. Further, the Company may request a doctor's certificate after an employee has used five (5) sick leave days in any calendar year, whether continuous or not, and upon each occasion thereafter. Such doctor's certificate will state if the employee is unable to return to work due to illness or incapacity. The Company shall bear the cost of any required doctor's certificate. Any suspected abuse of sick or medical leave shall be discussed between the Company and the Union and any agreed upon course of action will be implemented.

10.1.6 The Company has the right to request a medical examination of an employee in cases where habitual sick leave hinders the normal operation of the employee's department. The parties shall attempt to agree mutually on the choice of doctor to perform such examination, failing which, the Company may designate a doctor. The chosen doctor shall, prior to any examinations, agree that the results of any examination shall remain a confidential matter between the employee and the doctor/clinic and shall not be made available to any representative of the Company. The doctor shall be permitted to advise the Company only of the general health of the employee as it relates to the question of habitual sick leave. Such examinations shall be conducted during the tour of duty of an employee and at the expense, if any, of the Company.

10.1.7 No exclusions shall reduce or apply to the entitlement of benefits as defined under Article 10.1 and/or the Long Term Disability Insurance because **the** employee is travelling to or from on assignment or while on duty for the Company.

10.1.8 For the purposes of this Agreement, the term "illness or sickness" shall be considered **to mean** the same for definition purposes,

10.1.9 After a period of three (3) months, the disabled employee shall apply for the Canada Pension Plan benefits. Should the disabled person become entitled to such benefits, the amount paid by the Company or Great-West Life will be reduced by the amount entitled under CPP.

10.1.10 Long term disability commences after six (6) months of continuous disability or if the disability is not continuous, the days the employee is disabled will be accumulated to satisfy the waiting period as long as:

- no **interruption** is longer than two (2) weeks; and
- the disabilities arise from the same disease or injury.

10.2 Leave for Employees With Child Care Responsibilities - Every employee is entitled to and shall be granted a leave of absence **as** follows:

Length of Leave

- 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 seventeen (17) weeks**, which may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and **end**

not later than seventeen (17) weeks following the actual day of confinement.

- 2) Where an employee has or will have the actual care and custody of a **new-born** child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) 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 to a maximum of 52 weeks;

b) on the day the child is born, or

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

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 thirty-seven (37) weeks commencing on the day the child comes into the employee's care.

Notice

- 3) Where both parents work in a business governed by the Canada Labour Code (Federal Jurisdiction), the thirty-seven (37) weeks may be shared, but the aggregate total is not to exceed thirty-seven (37) weeks.
- 4) An employee must give four (4) weeks' notice in writing of his intention to take 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, four (**4**) weeks' notice in writing is required, except where valid reasons exist.

10.2.1 Notwithstanding Article 10.2, any employee with one or more years of continuous service shall be entitled to an amount equal to ten (10) days pay prior to proceeding on child care leave. This shall be paid thirty (30) days prior to the taking of such leave. Employees who are absent prior to the commencement of maternity leave due to medical conditions related to pregnancy may apply, and are entitled to receive sick leave or Long Term Disability in the normal manner, and this is also applicable during any period of maternity leave when the sickness is unrelated to the pregnancy or birth, and the Sick leave waiting period and the LTD Provisions will apply.

10.2.2 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 of 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.

10.2.3 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.

10.2.4

- 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** Company's discretion, be terminated from the staff at the conclusion of the period for which leave of absence was granted.
- b) If wages and benefits are changed as part of a plan to reorganize the Employer's establishment (including contract renewal), 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 or benefits, the Employer must notify the employee in writing, as soon as possible.

10.2.5

- a) Seniority will continue to accrue without *interruption* during the child care leave, except that vacation credits

shall not accrue during such leave. The Employer shall pay the benefit plans contained in Article 10.3 during such child care 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.

Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of leave will not count as service with the Employer when calculation of benefits is made.

10.2.6 The Employer shall not dismiss, suspend, layoff, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 10.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

10.3 Medical and **Group** Insurance - Following three (3) continuous months of full time employment the Company shall pay:

Effective September 01/03: 90% of the cost of

The Group Term and Semi-Private Coverage Plan, or any medical coverage introduced by Federal or Provincial Governments to replace any of the above mentioned plans during the life of this agreement, covering the employee, his spouse and children, provided that the employee complies **with all** membership requirements.

Effective September 1, 2010 the Company agrees to *introduce* a drug card as part of its comprehensive medical plan at no additional cost to employees.

1) Medical Supplementary Insurance:

- a) Semi-private hospital
- b) Prescription drugs (90% refundable)
- c) EMC services
- d) Paramedic services (to a maximum of \$1,000)
- e) Hearing aids (to a maximum of \$1,000)
- f) Orthopaedic shoes
- g) Dental - (90% refundable) Crowns, inlays, bridges and dentures, subject to 50% co-insurance with unlimited maximum.

Orthodontics subject to 50% co-insurance with a \$2,000 lifetime maximum for employee, spouse and each dependent.

2) Eye Care Plan:

During any twenty-four (24) consecutive months, eyeglass lenses, contact lenses eligible up to amount that would be charged for a pair of regular eyeglasses, except that this limit will not apply if contact lenses are the only way to restore visual acuity of better eye to at least 20/70, or are acquired after cataract surgery; eyeglass frames will not exceed the maximum amount payable of one hundred and fifty dollars (\$150) and they are limited to one pair per family member. Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist **and** must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician.

Effective September 1, 2010 the Company shall reimburse the cost of one (1) eye exam every twenty-four (24) months for employee and dependant to a maximum of fifty dollars (\$50.00).

- 3) Employees will forward their claims, direct to the Insurance carrier on forms supplied by the Company.
- 4) Travel Assistance Cards and all applicable information shall be made available upon request at any time to employees. Employees and the Union will be advised of any improvements to the existing coverage.

10.4 Pension Plan - The Company Pension Plan (former Power Pension Plan) in existence at the signing of this Collective Agreement shall be kept in force for the term of this Agreement unless modified or replaced by agreement of the parties. Each employee enrolled in the aforementioned Pension Plan shall receive annually a statement of his/her status in the Plan. Contributions cannot be made to the Plan past the age of 70 years.

Effective September 1, 2010 it is agreed that the existing Pension Plan shall be amended insofar as a "base year" will be amended as part of the plan for all active members. The effect of the base year in terms of the career average earnings formula will be to fix an income base for all years including and preceding 2000 at the salary of each member on December 31, 2000. The formula will use the new salary base for calculation of all pension entitlements for years prior to 2001.

10.4.1 Participation in the Company Pension Plan in existence at the time of signing of this Collective Agreement shall be on a strictly voluntary basis for all present and future employees.

10.4.2 With the consent of the Company, an employee may postpone his/her retirement on a year to year basis beyond age sixty-five (65). No employee shall be required to retire solely on account of age and the Company will consider the ability of an employee making a request for late retirement. This provision shall not affect severance pay earned in accordance with Article 10.7.1.

10.5 Compassionate Leave - When an employee is required to be absent due to death in his/her immediate family, i.e., legal guardian, husband, wife, same sex partner, father, mother, brother, sister, child, stepchild, mother-in-law or father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law (employee's siblings' spouse) and any relative permanently residing in the employee's household or with whom the employee resides, common-law spouse [defined as permanently residing together for three (3) months or longer], they will be granted compassionate leave of absence with pay for up to four (4) days for the purpose of attending the funeral. However, in the case of the death of an employee's spouse, same sex partner, child or stepchild, such leave shall be five (5) days.

10.5.1 In the case of aunts, uncles and actual time off required to perform pallbearer duties for other than above, payment for such leave shall be at the sole discretion of the Employer.

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

10.5.3 When no one other than the employee can provide for the needs of a dependent child, spouse or dependent parent during an illness, an employee shall be entitled to reduce his/her sick leave credits up to a maximum of five (5) days for such purpose. Prior notification must be given to the supervisor, and the employee must provide a doctor's certificate after three (3) working days or more.

10.6 Jury Duty - Employees called to serve on juries or to obey a subpoena as a witness in a matter in which they do not have a personal interest (i.e., personal financial gain or loss), shall be granted a leave of absence and shall receive their regular salaries during such periods, less the fees they received in payment for such service, excluding reasonable, documented expenses, provided further that the employee shall return to

work if they are released from the jury duty prior to 12:00 noon. Employees shall not be scheduled to work evenings, nights or weekends while serving in this capacity. Penalties shall not apply during such absences to the employee going on such leave.

10.7 Severance Pay - Severance pay shall be paid to an employee dismissed for any reason other than just cause.

10.7.1 After one (1) year of completed service, two (2) week's salary for each year of service up to a maximum of fifty-two (52) weeks salary. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

10.8 Health and Welfare Plans - The Company agrees to provide benefits no less favourable than those agreed upon at the date of signing this Memorandum and, further, all such benefits shall be kept in force during the term of this Agreement. The benefits referred to above shall include Sick Benefits, Maternity Leave, Medical and Group Insurance, Long Term Disability Insurance and the Pension Plan identified as follows:

Sick Benefits -Article 10.1
Leave for Child Care -Article 10.2
Insurance Benefits, A.D.&D. Insurance, Medicare Supplement Insurance, Dental Insurance - Identified in benefit detail book for CKWS-TV/CKWS-FM/CFMK-FM provided by the Insurance Company

The benefits described above shall not be changed, eliminated, amended or modified, except by written agreement between the Company and the Union.

Unless specifically exempted by the terms of the policies of insurance providing the benefits described above, all employees shall be required to enroll in the Health and Welfare plans provided for in this Article. Employees opting out of the Plan must provide proof and details of other coverage annually at January 1st.

ARTICLE 11

Transportation and Travel Expenses

11.1 Travelling Expenses - The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company, reimbursements to be on the basis of actual out-of-pocket costs for all reasonable purposes, the Company reserving the right to specify accommodation, method of transportation and generally the type of expense to be incurred.

11.1.1 It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time and that an accounting of any such expenditures will be submitted for approval within five (5) work days of an employee's return to home base.

11.1.2 An employee shall not be required to use their own car on Company business. If an employee is authorized to use their own automobile for transportation in connection with their duties, they shall be reimbursed forty cents (\$0.40) per kilometre with a minimum five dollars (\$5.00) per round trip. In the event that Company policy provides a transportation allowance greater than forty cents (\$0.40) per kilometre employees will be paid the greater transportation allowance.

11.1.3 When an employee on Company business is involved in an accident resulting in damage to their 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). Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

11.1.4 Except for those employees who are regularly assigned to **work** such hours, an employee subject to a change of schedule and/or unexpected overtime or call- back and who is required to commence or end a tour of duty during such time as public transit is not available shall be provided with transportation by the Company.

11.2 Definition of Location - For the purposes of this Agreement, the following definition of "Location" shall apply:

- a) "Local" location is considered to be any point within twenty-four (**24**) kilometers (15 miles) from Kingston stations and Belleville office or Brockville office. Employees will not be permanently assigned from one studio/office, i.e., Kingston to Belleville, without their agreement.
- b) "Out-of-town" location shall be any point beyond the limits defined as "Local" location.
- c) Wolfe Island is defined as an "out-of-town" location.

11.2.1 Employees on "out-of town" assignments who require overnight accommodation shall receive a per diem allowance of fifty dollars (\$50.00) or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four (**24**) hour period, or three dollars and fifty cents (\$3.50) per hour to a maximum of fifty dollars (\$50.00) when absences involve fractions of a day. Where exceptional conditions require higher per diems than those

contained herein, the Company will provide an additional amount based on conditions at the location concerned.

11.2.2 Employees on out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at company expense. The Company may designate and supply such accommodation.

11.2.3 Employees on "out-of-town" assignments for a day and who do not receive a per diem allowance as provided for in Article 11.2.1, shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 14 on the following basis;

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$10.00	\$15.00	\$25.00

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

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 the scheduled time of the carrier's departure, when the employee leaves from their home for travel by common carrier.

- b) From the assigned hour of departure from their home, when the employee travels by automobile direct to the assignment.
- c) From the time they leave their normal place of employment, when the employee reports there before proceeding to travel.
- d) From the assigned hour of departure from their 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 their normal place of employment, the employee 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	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria (Empire Day)	Christmas Day
Canada Day	Boxing Day

plus any day duly proclaimed by Federal or Provincial Authority as a public holiday. Civic Holiday, which is the first Monday in August, replaces Remembrance Day as a holiday on the above list.

In addition to the holidays listed above, two additional "floating holidays" shall be earned per calendar year. This holiday shall be scheduled only by mutual agreement between the employee and the Company but must be received within the calendar year in which it is earned. In the case of new employees, the additional holiday shall be credited only after six (6) months of service and shall be taken within the calendar year. Should the Federal Government declare an additional holiday to the ones named above, the declared holiday shall replace the "floating holiday" contained herein.

Full-time employees who leave the Company shall be entitled to payment for one floating holiday after January 1st and both floating holidays after June 1st if the floating holidays have not been received in accordance with this Article at the time of leaving.

12.1.1 The date of the holiday shall be deemed to be the holiday for pay purposes, unless otherwise mutually agreed by the Company and Local 713-M.

12.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, they shall receive their normal basic pay for such day [eight (8) hours] at the straight time rate.

12.1.3 If the holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2½) times their basic rate (which amount shall include the employee's basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (½) times the basic hourly rate. Additionally, all hours worked and/or credited in excess of twelve (12) hours per day

shall be paid at a further one-half ($\frac{1}{2}$) times the basic hourly rate for the employee.

12.1.4 If the holiday falls on a scheduled day off, the employee shall, by mutual agreement, receive either one (1) additional day's pay for that week, or add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.

12.1.5 If the holiday falls on a scheduled day off and the employee is required to work, they shall receive two (2) and one half (2%) times their basic rate, with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half ($\frac{1}{2}$) time the basic hourly rate. Additionally, all hours worked and/or credited in excess of twelve (12) hours per day shall be paid at a further one-half ($\frac{1}{2}$) times the basic hourly rate for the employee.

12.1.6 With respect to Articles 12.1.3 and 12.1.5, an employee at their own option shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in reduction of eight (8) hours times the basic rate only from the holiday payment earned under Article 12.1.3 or 12.1.5. The employee shall indicate their option on their weekly time sheet for such holiday.

12.1.7 Articles 12.1.2, 12.1.3, 12.1.4, 12.1.5, and 12.1.6 shall not apply to part-time employees and in lieu thereof, the following provisions will apply to such employees:

- a) Part-time employees shall be paid one and one-half (1 $\frac{1}{2}$) times the basic rate (which amount shall include his basic rate) for all hours worked on a holiday, with a minimum credit of four (4) hours.

- b) In lieu of the Articles referred to above all part-time employees shall receive five percent **(5%)** of gross wages added to each pay as payment for a holiday on which they do not work.

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

- a) employee participation in organized recreational activities;
- b) because of inclement weather;
- c) and for any other reason

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

12.2 Scheduling of Christmas and New Year's Holidays - Before November 15th of each year, the employees will advise the Company in writing of their preference of days off to be scheduled over the Christmas and New Year's days and their election of lieu days as per Article 12.1.4. The employee's choice of either day off shall be granted on the basis of Company seniority within the functional group and each employee, if they so request, shall be scheduled off on either Christmas Day or New Year's Day. These Christmas and New Year's holidays schedules shall be posted not later than December 1st.

12.3 **Vacation and Annual Leave** - Leave with pay for vacation for employees shall be granted at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of employment [i.e., three (3) calendar weeks or fifteen (15) working days per twelve (12) months] computed as of December 31st of each calendar year.

12.3.1 When an employee has completed eight (8) consecutive years of service with the Company, they shall be granted leave with pay for vacation at the rate of one and two-thirds (1.666) days' vacation for each month worked [i.e., four (4) calendar weeks] computed as of December 31st of each calendar year.

12.3.2 When an employee has completed twenty (20) consecutive years of service with the Company, they shall be granted leave with pay for vacation at the rate of 2.083 days' vacation for each month worked [i.e., five (5) calendar weeks] computed as of December 31st of each calendar year.

12.3.3 Vacation pay shall be the greater of:

- a) as provided in Articles 12.3, 12.3.1, 12.3.2;
- b) as provided in the Canada Labour Code, Part III, Division IV, Section 184; vacation pay means four percent (4%) or, after six (6) consecutive years of employment with one employer, six percent (6%) of the wages of an employee during the year of employment in respect of which he/she is entitled to the vacation.

12.3.4 New employees shall be entitled to take one (1) week's vacation after six (6) months of work with the Company.

12.3.5 If a pay-day falls during a vacation period, the employee shall be entitled to receive the vacation pay for that period before going on

vacation provided the employee requests this in writing at least one (1) month prior to the commencement of the vacation.

12.4 Scheduling of Annual Leave - Every employee shall be entitled to have at least two (2) weeks of their credited vacation period consecutively unless requested otherwise by the employee and approved by the Company. At the written request of the employee, and with the consent of the Company, three (3) weeks of the credited vacation may be scheduled consecutively if operational requirements permit.

12.4.1 In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.

12.4.2 An employee will be entitled to begin or end their vacation, in conjunction with their days off.

12.4.3 Where more than one (1) employee requests the same time period, the choice shall be made on the basis of Company seniority within the functional group. Employees shall submit their vacation request on or before April 1st of each year. Employees, who have not submitted their vacation request on or before April 1st of each year, may exercise their seniority only for available weeks. A senior employee who has not submitted his request on or before April 1st cannot deprive a more junior employee of their chosen vacation. The Company will post the vacation schedule by May 1st of each year, and such schedule shall not be changed without the agreement of the employee.

12.4.4 Part-time employees may choose to receive their vacation pay December 31st or when taking vacation.

12.4.5 Vacations ~~must~~ be taken in the year in which they are earned unless a carryover is approved by the Company in which case such vacation must be taken by March 31st of the following year. All employees shall be entitled to at least two (2) weeks vacation during the

summer period of June 1st to **August 31st**. Earned annual leave not approved for carryover shall be scheduled by the employee by October 15th of each year. If this is not done the Company may assign the vacation upon two weeks advance notice.

12.4.6 Employees may, for specific purposes, and by mutual agreement use portions of their vacation entitlement without having to schedule a block of five (5) days. Such use of vacation credits must be scheduled.

12.4.7 Upon termination of employment an employee (or his estate in case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previous January 1st, plus pay for any vacation period previously earned but not taken.

12.4.8 No employee shall be required to work for the Employer during any time scheduled as his vacation.

ARTICLE 13

Hours and Scheduling of Work

13.1 Work Week - The forty (40) hour week shall obtain and shall commence at 12:01 a.m. Monday. The hours of work shall be inclusive of all meal periods and break periods.

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

13.1.2 There shall be no assignment of split shifts.

13.1.3 With the exception of the "all-night announcer", and Saturday and Sunday Announcers in radio, any Announcer shall have a maximum five (5) continuous hour "on-air shift".

13.1.4 Where full-time announcers are assigned to a maximum five (5) continuous hour "on-air shift", their tour of duty shall be reduced to six (6) hours. Where an announcer is required to work more than five (5) continuous "on-air" hours, all such additional hours will be paid at the overtime rate.

It is understood that no meal period will be assigned within the aforementioned six (6) hour tour, however all hours worked in excess of six (6) hours shall be paid at the overtime rate and the meal displacement penalty will be paid until such time as a meal period is received.

13.2 Days Off - There shall be two (2) consecutive days off in each work week. The Company shall make every effort to schedule the days off on weekends, as frequently as possible, but in no event shall an employee be required to work more than three (3) weekends in a row. These two (2) days off may be in separate work weeks, i.e., Sunday and Monday. Employees hired specifically to work weekends shall waive their rights to weekends off as provided herein.

13.2.1 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three and four (3 and 4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period. When the two (2) scheduled days off are separated, as provided in Article 13.2.4, there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.

13.2.2 In the case of full-time Announcers, Radio Operators and Newsmen, Friday and Saturday or Sunday and Monday can be the assigned days off on a regular basis in lieu of the third weekend off provisions contained in Article 13.2.

13.2.3 A day off in lieu is defined as twenty-four (24) hours plus the turnaround period and shall be scheduled at a mutually agreeable time.

13.2.4 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 authorized and or approved time worked by an employee during a day, with a minimum credit of eight (8) hours, calculated to the last quarter (¼) hour in which work was performed; provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

13.4 Posting of Schedules - Each employee's schedule for any week shall be posted as early as possible, but in no event later than 2:00 p.m. Monday prior to the work week in question, following which the employee's scheduled days off may not be changed without the employee's consent. It is the intent of the foregoing to ensure that each employee is advised of their work schedule at the earliest possible time.

13.4.1 Each employee's schedule shall state clearly daily starting time, finishing time, days off and meal periods. A notation on the posted schedules stating "sign off" shall only be considered as the finishing time for live events for "on-air" operating and maintenance employees.

13.4.2 After the posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by the end of the employee's previous tour of duty or 4:00 p.m. of the employee's last working day prior to the day involved, whichever is earlier. If such notice is not given, the employee shall be credited with all the hours originally scheduled.

13.4.3 In the event that an employee's schedule is not posted in accordance with the above Articles, the previous weekly schedules shall

carry over until a new schedule is posted, subject to all provisions of the Collective Agreement, allowing for usual schedule rotations.

13.4.4 The Posting of the weekly schedules and any changes notices shall be considered to be notification to the employee, except that:

- a) when on duty, the Company will make every reasonable effort to notify the employee of a change;
- b) if off duty or on remote assignment, the Company will notify the employee directly of any change.

13.5 Change of Schedule - Notice of change of starting time shall be given as much in advance as possible but not later than the end of the employee's previous tour of duty or 4:00 p.m. of the employee's last working day prior to the day of the change, whichever is earlier. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.

13.5.1 Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time and must comply with Article 13.5. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a letter of notification has been mailed to the employee's normal mailing address designed to arrive within the time limits prescribed.

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

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

13.6 Overtime Computation - All time worked or credited in excess of eight (8) hours in one (1) day, shall be paid at the rate of one and one-half (1 ½) times the hourly rate of the employee. Further, all hours beyond twelve (12) in one (1) day shall be paid at the rate of two (2) times the basic hourly rate of the employee.

13.6.1 Unexpected overtime is defined as: those hours added to the start of any day, including meal and break periods, when an employee is advised later than the end of the employee's previous tour of duty or 4:00 p.m. of the employee's fast working day prior to the day involved whichever is earlier;

Those hours added to the end of any day, including meal and break periods, when an employee is advised later than the end of the employee's previous tour of duty or 4:00 p.m. of the employee's last working day prior to the day involved, whichever is earlier;

Those hours assigned on any day off, including meal and break periods, when an employee is advised later than the end of the employees' previous tour of duty or 4:00 p.m. of the employees' last working day prior to the day involved, whichever is the earlier;

Unexpected overtime shall be paid at one-half (½) the basic rate, in addition to any other payments received under this Agreement, for all such time scheduled and/or worked. Unexpected overtime shall not be paid in the case of a local or national emergency, nor to an employee who replaces another employee who is absent due to unexpected sick leave;

For the purpose of this Article only "unexpected sick leave" **will** be deemed to mean when the Company is advised by the employee of his/her intended absence at or after 12:00 noon of the day prior to the

day in question and the Company notifies the replacement employee within a reasonable period after it has received notice of the intended absence.

13.6.2 An employee, at their option, may elect to receive time off with pay in lieu of any overtime or days off which were worked or credited. Time off shall be based on the actual rate ~~of~~ the premium or penalty payment earned and shall be in lieu of such payments. **All** other penalty or premium payments involved shall be liquidated in cash at the normal time. The maximum accrual of credits shall not exceed ten (10) days ~~at~~ any given time and shall be taken at a mutually agreed time. Requests for such leave shall be in writing and scheduled on a first-come, first-served basis. Time off in lieu may be taken for less than a full minimum tour of duty, if so requested, and may also be taken within the tour of duty. **As** of June 30th each year all banked time in excess of five (5) days shall be scheduled or bought out.

13.6.3 Payment for overtime worked or credited shall be made not later than twenty-one (21) days after the pay period in which such overtime work occurred. No payment for overtime shall be made unless it is authorized before, or after the time worked.

13.6.4 A breakdown of overtime hours and penalties shall be shown on pay stubs. Employees shall be entitled to make copies of their time sheets.

13.6.5 Where operational requirements permit and providing mutual agreement between the appropriate Manager and the affected employee is obtained, an employee may complete an overtime assignment at a convenient time. However, no additional expense shall accrue to the Employer where such flexibility is afforded.

13.6.6 An employee may, at their own discretion, refuse to work overtime and shall not be penalized for so refusing. However, if all qualified employees who can be reached refuse overtime, the Company

may direct the work to be performed by any qualified member of the bargaining unit in inverse order of seniority.

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

If work is performed on one (1) day off in a week, time and one-half (1½) computed separately from the work week, for all hours worked with a minimum credit of six (6) hours. If work is performed on both days off in a week, double time (2) computed separately from the work week for all hours worked on the second day off, with a minimum credit of six (6) hours. Compensation under this Article shall be computed to the end of the last half (½) hour in which work was performed.

13.7.1 When an employee works on an extra day off, work performed on that day shall be compensated for at one and one-half (1½) times the basic rate, computed separately from the work week, with a minimum credit of six (6) hours.

13.7.2 Should the hours worked on a day off or extra day exceed eight (8) hours, all time worked in excess of eight (8) hours will be paid at an additional one-half (½) the basic rate. Additionally, all hours worked and/or credited in excess of twelve (12) hours per day shall be paid at a further one-half (½) times the basic hourly rate for the employee.

13.7.3 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the end of the employee's previous tour of duty or 4:00 p.m. of the employee's last working day prior to the day involved, whichever is earlier. If such notice is not given, the employee shall receive four (4) hours' pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

13.8 Turnaround Period - A turnaround period is the period of at least twelve (12) hours between the end of one tour of duty or, the end of any call back hours worked and the commencement of the next tour of duty.

13.8.1 All time scheduled and or worked, and any meal period during any of the above turnaround periods shall be compensated for in addition to the regular basic rate at one-half (½) times basic for the portion of such assignment which encroaches on such turnaround period.

13.8.2 No payment shall be made for the following encroachments:

- a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day off.
- b) On a shift where an employee is released from duty to attend negotiation or grievance meetings with Management.

13.9 Call-Back • is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty, is called back to perform further work on the day in question.

13.9.1 An employee called back to work, having left their place of work on the day in question, shall be paid at the time and one-half (1½) rate, with a minimum credit of four (4) hours. Where such call-back exceeds four (4) hours the following shall apply: two (2) times the basic hourly rate will be paid for all hours worked in excess of the four (4) hour minimum call. Meal periods will be granted in accordance with Article 14.

13.9.2 An employee shall not be required to work more than four (4) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 14 will apply.

13.9.3 An employee at their own discretion, may refuse to work call-back as outlined in Article 13.9, and shall not be penalized for such refusal. However, should all qualified employees who could be reached refuse a call-back, the Company may direct the required call-back to any qualified member of the Bargaining Unit, in inverse order of Company seniority.

13.9.4 An off-duty employee who provides operational telephone advice or who operates transmitter equipment via the telephone in an emergency situation and who is not required to report for work on a call-back basis, shall be paid fifteen dollars (\$15.00) each situation. Such payment shall be subject to subsequent approval of the Company.

13.9.5 Maintenance Technicians will be paid twenty- five percent (25%) of their weekly salary, for a seven (7) day stand-by period when they are designated as stand-by. To receive such stand-by pay, Maintenance Technicians must be available on stand-by when called. Each Maintenance Technician will be assigned on rotation. Stand-by pay shall be computed separately from the work week, and shall be paid in addition to any payments required under the Agreement for time worked. Article 13.9.4 and the unscheduled overtime provisions of Article 13.6.1 will not apply to a Maintenance Technician who is receiving the stand-by premium.

13.10 Night Differential - When an employee works between 12:00 midnight and 6:00 a.m., all hours worked therein shall be compensated for at an additional premium of two dollars and seventy-five cents (\$2.75).

13.11 Upgrading - If an employee is temporarily assigned to a higher paid job in another wage group, the employee shall be paid an additional fourteen dollars (\$14.00) per tour of duty for all work in excess of one (1) hour. This article shall not apply where the employee is assigned work of a higher classification for training or a trial, for a maximum of three (3) consecutive weeks. This Article shall not be used for the

purpose of reducing the number of employees in the classification to which such an employee has been upgraded. At the time of such assignment, an employee shall be verbally advised of their temporary upgrading and this shall be recorded on the employee's time sheet.

13.12 Excessive Hours and Safety - The Employer agrees to give normal attention to the health of its employees.

13.12.1 Having due regard to health and safety, the Company agrees to try to equalize the workload so that any individual employee is not repeatedly scheduled excessive work hours.

13.12.2 **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 Company. An employee's legitimate refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his/her employment with the Company.

13.12.3 The Employer shall give consideration to the capabilities of an employee for assignment involving climbing towers, ladders, etc.

13.12.4 The Company agrees to make suitable arrangements for the provision of protective equipment or clothing when this is necessary. The employees agree to wear or use such equipment when supplied. It is understood that such protective clothing, and/or safety devices, are and remain the property of the Employer and shall be returned in good condition on demand.

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

13.12.6 The Company agrees that prior consultation with the Union and the employee(s) directly affected shall take place to satisfactorily deal with the human factor when selecting/installing new equipment.

13.12.7 The Company agrees to provide inspections and any necessary repairs to ensure that VDT equipment meets all Operating and pertinent Federal, Provincial or WSIB standards. The Company further agrees to keep the Health and Safety Committee informed of any activities in this regard.

13.12.8 Employees who are pregnant shall not be required to operate a VDT or work within ten (10) feet of where a VDT is in operation. At their request, (or at the discretion of the Employer) the Employer shall temporarily relocate such employees to other appropriate work, or provide protective shields on the VDT's, during the pregnancy, with no loss of salary or employment benefits.

13.12.9 A Joint Health and Safety Committee shall be constituted, consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The Committee shall meet at least nine times per calendar year. Notes shall be taken at all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

13.12.10 Two (2) representatives of the Joint Health and Safety Committee, one from Management, one from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time Spent on such inspections shall be considered as time worked.

3.12.11 Safety footwear shall be supplied where conditions require their use, with the cost shared on a fifty-fifty (50/50) basis between the employee and the Company and the same shall become the property of the employee.

13.12.12 If an accident should occur while on duty, the employee shall advise their supervisor immediately. However, if this is not possible and medical attention is required, the employee must advise the hospital or doctor that this was a work related accident. The employee is covered by a Company funded insurance policy of comparable value to WSIB or alternatively will be covered by WSIB. The employee shall then advise their supervisor immediately so that a claim under the Company's occupational injury policy or WSIB can be completed.

ARTICLE 14

Break and Meal Periods

14.1 Break Periods - An employee shall be entitled to and shall receive two (2) fifteen minute break periods during each tour of duty. These break periods shall not be assigned during the first or last hour of the tour of duty. On a tour of duty of more than eight (8) hours, an employee shall not be required to work more than four (4) hours without a break period being assigned.

14.2 Meal Periods - To all tours of duty, a first meal period of thirty (30) minutes shall be assigned beginning not earlier than the start of the third (3rd) hour of the tour and ending not later than the end of the sixth (6th) hour of such tour.

14.2.1 Notwithstanding Article 14.2, Maintenance Technicians and designated Master Control personnel shall take their meal period at any convenient time within their tour of duty, and Article 14.6 shall not apply. If such a meal period is not so received during the tour, one-half (½) hour will be paid at one and one-half (1½) times the basic rate.

14.3 Second Meal Period - A second meal period of not less than thirty (30) minutes shall be assigned in tours of duty of ten (10) hours or more during which a first meal period was scheduled. The second meal

period shall be assigned within the fourth (4th) or fifth (5th) hour after the completion of the first meal period.

14.3.1 Notwithstanding Article 14.3, Maintenance Technicians and designated Master Control personnel shall take their meal period at any convenient time within their tour of duty and Article 14.6 shall not apply. If such a meal period is not so received during the tour, one-half (½) hour will be paid at one and one-half (1½) times the basic rate.

14.4 Subsequent Meals - A subsequent meal period of not less than thirty (30) minutes will be assigned within the third (3rd) or fourth (4th) hour after completion of a prior meal period.

14.5 In the event the second or subsequent meal period is not assigned or received, thirty (30) minutes shall be added to the end of the shift as time worked, unless otherwise mutually agreed.

14.6 When an employee is not given a meal period within the time limits required by this Article, the employee shall receive, in addition to their regular salary compensation in an amount equal to their basic hourly rate for each hour worked, with a minimum credit of one (1) hour, until a meal period is actually received or should have been assigned. This compensation is to be computed from the beginning of the first hour in which the meal period should have been assigned and extend to the start of the meal period given, or from the end of the meal period and extend to the end of the first hour in which the meal period should have been assigned. Notwithstanding the above, the maximum displacement penalty shall be four (4) hours for each meal period.

14.7 Employees shall receive an expense allowance to compensate for the cost of second and subsequent meals as follows:

Second Meal(s)	\$11.00
Subsequent Meal(s)	\$ 8.00

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

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

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

14.10 Effective upon completion of his probationary period and every three (3) years thereafter, all full-time ENG-EFP Camera persons, Videographers, and Maintenance Technicians shall be provided with a winter parka allowance up to a maximum three hundred dollars (\$300.00) payment upon presentation of a receipt. Such parka shall remain the property of the employee. The Company reserves the right to provide this winter apparel, of equivalent value, and at no cost to the employee in lieu of cash payments. In such case the employees as a group shall select a suitable item from at least three available choices. The Company shall also provide such persons with suitable rain wear at Company expense.

14.11 Clothing Reimbursement - Each May 1st and October 1st all News, Weather and Sports Anchors who appear on camera shall be reimbursed for clothing purchased during the previous six (6) months to a maximum of seven hundred dollars (\$700.00). All videographers who appear on camera shall be reimbursed to a maximum of four hundred dollars (\$400.00). In order to qualify, employees ~~must~~ have performed in the above on-camera functions, a minimum of fifteen (15) occasions during the previous six (6) months. The monetary limitations set out

herein may be exceeded *in* circumstances where the Company and the employee agree to contra arrangements.

14.12 The Company will provide make-up and hair dressing for “on air” employees for on camera presentation.

ARTICLE 15

General Wage Provisions

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

15.1.1 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 employment with the Company

15.1.2 When an employee moves into a higher pay classification they shall immediately move into the higher salary scale and receive a salary increase equivalent to the next highest level of the new Group providing an increase from the current rate and shall automatically progress upward on the annual or semi- annual anniversary date of employment.

15.1.3 Pay days shall be semi-monthly and shall be the 15th and last day of each month. Should either of these days fall on a weekend or statutory holiday, the pay day will be moved back to the last prior banking day.

15.1.4 An employee who reports late for a tour of duty may be subject to a reduction in pay calculated to the next nearest quarter (1/4) hour when such lateness is not due to a circumstance beyond the control of the employee.

15.1.5 Payment for all premiums, penalties, etc., shall be made to each employee so entitled. not later than twenty-one (21) days after the pay period in which such payments are earned. Notwithstanding the Company's responsibility to ensure that an employee received payment for all matters required by the Collective Agreement, it is understood that if an employee is late in completing their time sheet, or does so improperly (by 1:00 p.m. the business day following the previous pay day), a delay of one pay period may result with regard to the premium or penalty in question provided the claim can still be verified.

15.1.6 An employee will be advised as soon as possible of any changes in their time sheets after they have been submitted by the employee; in which case the employee shall receive a copy of their original time sheet showing any change made thereto, with a notation explaining the change.

ARTICLE 16

Wages, Fees and Classifications

16.1 Wage Scales – The wages of all employees and all wage schedules shall be increased as follows:

Effective September 1, 2010 - 1.75%

Effective September 1, 2011 - 2.25%

Effective September 1, 2012 - 2.5%.

Groups for the purpose of wage classifications and weekly salaries shall be as follows:

Group 1: Radio Operator, Switchboard/Receptionist/ Secretary

Group 1	Sep - 10	Sept - 11	Sept - 12
Start	\$424.93	\$434.49	\$445.35
6 Months	\$438.25	\$448.11	\$459.32
1 Year	\$456.91	\$467.19	\$478.87
18 Months	\$490.21	\$501.24	\$513.77
2 Years	\$516.85	\$528.47	\$541.69
3 Years	\$559.47	\$572.06	\$586.36
4 Years	\$566.13	\$578.87	\$593.34

Group 2: Continuity Writer, Janitor, Switchboard/ Receptionist/ Secretary II, TV Operator I (Play-back, Studio Camera), plus Group 1 employees on a merit basis

Group 2	Sep - 10	Sept - 11	Sept - 12
Start	\$454.24	\$464.46	\$476.07
6 Months	\$490.21	\$501.24	\$513.77
1 Year	\$563.47	\$576.15	\$590.55
2 Years	\$651.39	\$666.05	\$682.70
3 Years	\$660.25	\$675.11	\$691.99

Group 3: Accountant, Announcers, Audio, Master Control, Sr. Continuity Writer, Graphic Artist, Traffic Manager Radio, Traffic Coordinator, TV Sales Assistant, TV Operator II (VTR Recording/ Preparation, Still Store, ADO, Chyron), plus Group 2 employees on a merit basis.

Group 3	Sep - 10	Sept - 11	Sept - 12
Start	\$446.37	\$456.41	\$467.83
6 Months	\$484.87	\$495.78	\$508.17
1 Year	\$510.18	\$521.66	\$534.70
18 Months	\$544.81	\$557.07	\$571.00
2 Years	\$590.12	\$603.40	\$618.48
3 Years	\$643.39	\$657.87	\$674.32
4 Years	\$709.99	\$725.96	\$744.11
5 Years	\$718.00	\$734.15	\$752.51

Group 4: FM Afternoon Drive Announcer, ENG Camera/Editor, EFP Camera, Program Coordinator, Promotion Director, Radio Newscaster, Reporter, Studio Coordinator, TV/Radio Audio Producer, TV Traffic Manager, TV Operator III (On-Line Editor), VTR Editor, Writer/Editor, plus Group 3 employees on a merit basis. TV Graphic/Audio will be entitled to an upgrade when employee functions as a director.

Group 4	Sep - 10	Sept - 11	Sept - 12
Start	\$471.55	\$482.16	\$494.21
6 Months	\$518.17	\$529.83	\$543.08
1 Year	\$571.46	\$584.32	\$598.92
2 Years	\$628.74	\$642.89	\$658.96
3 Years	\$695.02	\$710.66	\$728.42
4 Years	\$776.59	\$794.06	\$813.91
5 Years	\$788.59	\$806.33	\$826.49

Group 5: Assignment Editor, Assistant News Director, TV Anchor I (5:30 Anchor, Late News, Weather, Sports, Weekend), Sr. EFP Camera, Sr. ENG Camera/Editor, Videographer, plus Group 4 employees on a merit basis

Group 5	Sep - 10	Sept - 11	Sept - 12
Start	\$534.15	\$546.16	\$559.82
6 Months	\$571.46	\$584.32	\$598.92
1 Year	\$604.76	\$618.37	\$633.83
2 Years	\$675.36	\$690.55	\$707.82
3 Years	\$741.96	\$758.66	\$777.62
4 Years	\$819.24	\$837.67	\$858.61
5 Years	\$833.88	\$852.64	\$873.96

Group 6: EFP Camera/On- Line, FM Morning Drive Announcer, Technical Director, TV Anchor II (Early Evening News - Monday to Friday, Statutory Holidays excepted) plus Group 5 employees on a merit basis

Group 6	Sep - 10	Sept - 11	Sept - 12
Start	\$628.74	\$642.89	\$658.96
1 Year	\$707.32	\$723.24	\$741.32
2 Years	\$780.57	\$798.14	\$818.09
3 Years	\$881.81	\$901.65	\$924.20
4 Years	\$893.81	\$913.92	\$936.77

Group 7: Creative Services Supervisor, Maintenance Technician, News Director, Operations Supervisor, Producer, Technical Supervisor, plus Group 6 employees on a merit basis

Group 7	Sep - 10	Sept - 11	Sept - 12
Start	\$727.30	\$743.66	\$762.26
1 Year	\$780.57	\$798.14	\$818.09
2 Years	\$880.48	\$900.30	\$922.80
3 Years	\$993.72	\$1,016.08	\$1,041.48
4 Years	\$1,008.37	\$1,031.06	\$1,056.84

16.1.1 The rates in the above schedule are minimum.

16.1.2 For purposes of computation, the hourly rate of the employee shall be one fortieth (1/40) of the weekly salary set forth above.

16.1.3 Remote Broadcast Fee - In acknowledgement of the ongoing need for radio announcer presence at client location events, the following provisions shall apply;

- a) Radio and TV Personnel announcers specifically assigned to host or emcee at a client location shall receive \$50.00 fee payment per occasion. Each occasion shall be no more than two (2) hours in duration and no more than two (2) sixty second cut-ins shall be performed from the location.
- b) Radio announcers specifically assigned to perform sales remote cut-ins (maximum of four (4) hours) will receive \$175 fee payment per occasion. Should the remote extend beyond the scheduled four (4) hour remote the additional time shall be prorated and added to the fee for the occasion.

These activities may not necessarily be coincident with the announcer's regular tour of duty. When this remote fee is being paid the provisions of Article 13, except Article 13.6.6, shall not apply.

16.1.4 Any employee who believes that a merit increase is justified, may in writing to their supervisor outline the reasons for requesting same. The Company agrees that it will provide a written response within fifteen (15) days of any such request.

ARTICLE 17

Outside Activities

17.1 Employees shall be free to engage in activities outside the hours of work, provided:

- a) that such activities are not in competition with the activities of the Company;
- b) that no employee may exploit their connection with the Company;
- c) that such activity does not adversely affect the employee's work for the Company.

Where a question arises with regard to "competition" in item (a), the employee concerned shall first notify the Company of all pertinent details and where such work would be in violation of this Article, the employee shall be informed the work will not be permitted.

ARTICLE 18

Duration of Agreement

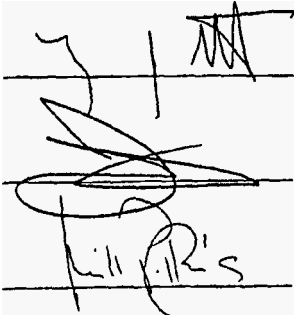
18.1 This Agreement shall become effective as of the 1st day of September, 2010 and shall remain in force until August 31, 2013 and from year to year thereafter, unless either party notifies the other, by registered mail, not more than one hundred and eighty (180) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, except where notice of intent to modify this Agreement is given, this Agreement will continue in force until a new Agreement is signed or until a lawful strike or lockout is executed pursuant to the Canada Labour Code, whichever first occurs. 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 a settlement is reached or until either party makes application for conciliation. If the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

18.2 The parties to this agreement declare that it contains responsibilities and obligations for each such party and that, in signing the Agreement, it binds the Parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The Parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada, or any Order-in-council or Regulations passed thereunder, such provisions shall be applied in such manner as will conform with the law.

18.3 Except as provided herein all provisions of the Memorandum of Agreement shall be effective the Monday following ratification.

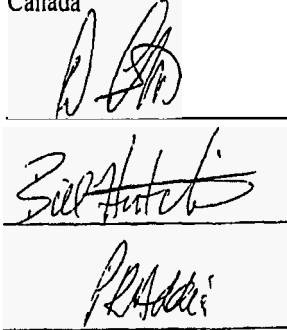
IN WITNESS WHEREOF the Parties hereto have caused this Agreement and attached letters to be executed by their duly authorized representatives this 26th day of January 2011.

CKWS-TV, CKWS-FM and
CFMK-FM, Division of Corus
Entertainment Inc.



Handwritten signature of a representative of Corus Entertainment Inc. The signature is written in black ink on a white background with a horizontal line underneath. The signature appears to be "Bill R's".

Communications, Energy and
Paperworkers Union of
Canada



Handwritten signature of a representative of the Communications, Energy and Paperworkers Union of Canada. The signature is written in black ink on a white background with a horizontal line underneath. The signature appears to be "Bill Hutch".

LETTER OF UNDERSTANDING NO. 1

The following minimum rate shall apply to Bargaining Unit members performing outside of the tour of duty and/or outside of their normal job function, when employed on a television commercial basis:

Voice Over Commercials - \$15.00
On Camera Commercials - \$70.00

The above rates shall be regarded as minimum fees only.

It is further understood that employees are not required to perform such work except by mutual agreement and employees shall not be penalized in any manner for refusing to perform such extra work. This understanding does not apply to Radio Announcers performing normal radio assignments or Television Announcers performing normal television assignments.

LETTER OF UNDERSTANDING NO. 2

TV Anchor 1 & Videographers

The parties thereto understand and agree that for the term of this Collective Agreement certain employees identified in Group 5 as: TV Anchor I, Videographer and Senior ENG Camera/Editor who have reached the top of their classification shall receive twenty-five dollars (\$25) per week added to their regular wages. It is understood that this premium shall be in recognition of their contribution in the work place towards the integration of changes in duties and responsibilities and as a result of the introduction of new technology, methods and practices.

The following employees shall receive the premium:

Liz Cook
Darryn Davis
Chris Harvey
Doug Jefferies
Mike Postovit
Ray Rowden
Max Wark

The parties agree that other incumbents shall be added to the above list when they reach top-of-scale in Group 5.

LETTER OF INTENT NO. 1

It is agreed that as the operational demands for the Master Control area have changed, the following named employees will continue to be paid no less than the Group 6 pay scale together with any future increases to those rates.

Phil Addis
Ron Zapotichny

LETTER OF INTENT NO. 2

It is recognized by the Parties that it is impractical to schedule break and meal periods in accordance with Articles 2.3.2 (c); 14.1 and 14.2 to the Announcer assigned to the "all night" radio program. This will also apply for full-time and part-time Radio Announcers and Operators assigned to work Saturdays, Sundays and Statutory Holidays. Therefore, it is agreed and understood that part-time employees assigned to these shift/programs shall be compensated in the following manner when breaks/meals are not assigned in accordance with the above Articles:

Tour of 3½ to 4¼ hrs - 15 minutes added to tour of duty

Tour of 5 to 5¾ hrs - 45 minutes added to tour of duty

Tour of 6 to 7¾ hrs - 90 minutes added to tour of duty

Tour of 8 hours or more - full-time provisions apply

Furthermore, it is agreed and understood that full-time employees assigned to these shift/programs shall be compensated in the following manner when breaks/meals are not assigned in accordance with the above Articles. Tours of duty shall be reduced to six (6) hours, meal inclusive, for the purpose of all Articles referring to the eight (8) hours tour of duty or forty (40) hour work week, including the penalties and premiums which apply.

LETTER OF INTENT NO. 3

It is recognized that all three stations, as a condition of license, are required to provide "access time" to groups and individuals in the community. The amount of such "access time" is outlined in the Promise of Performance for each station.

"Access time" is defined as time and facilities being provided, Free of charge, to the group or individual, to publicize their event, organization, or their services.

It is therefore understood that the group or individual, in these cases, would not be compensated for their services.

The use of such groups or individuals shall always be subject to all terms and provisions of the Collective Agreement.

LETTER OF INTENT NO. 4

Re: Promotion Director

It is recognized by the Parties that those classified as Promotion Directors are on a self-assigning basis. Therefore, the following provisions of the Collective Agreement will not apply to these employees:

Articles 13.4 through 13.6.1, inclusive.

In lieu thereof, these employees shall receive one and one-half (1½) times their basic rate for all hours worked in excess of forty (40) hours in a work week, as defined in the work week Article 13.1. Should the hours of work exceed sixty (60) hours in a work week, these employees shall be paid two (2) times the basic rate.

This Letter of Intent does not, however, disregard the provisions of the Canada Labour Code, Part III, and it is therefore recognized that the Code will apply to these employees.

HARASSMENT AND DISCRIMINATION

Corus is committed to providing a work environment free of personal discrimination and sexual harassment. We will make every reasonable effort to ensure that no employee is subjected to any form of discrimination or harassment because of race, sex, colour, national or ethnic origin, religion, ~~marital status~~, family status, sexual orientation, age, disability or conviction of an offence for which a pardon has been granted.

Corus policies on harassment and discrimination apply to all employees at all times during the course of their employment, at or away from the workplace, during or outside normal working hours. Corus will take disciplinary measures against any person under its direction who subjects any employee to sexual or personal harassment or personal discrimination.

Definition

In general, harassment is a form of discrimination that deprives an individual of the dignity and respect that is his or her right. It may be one or a series of incidents. However, in all cases, it is offensive, intimidating or humiliating behaviour that is unwelcome and inappropriate.

Personal Harassment is any unsolicited, unwelcome, disrespectful or offensive behaviour that has an underlying sexual, bigoted, ethnic or racial undertone.

Sexual Harassment is any verbal, visual or physical conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by the employee as placing a sexual condition on employment, training or promotion.

Examples of Sexual Harassment include but are not limited to the following:

- **A** demand for sexual favours in return for (continued) employment or more favourable employment treatment
- **An** implied or expressed threat for refusal to comply with a sexually oriented request
- Unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, attire, sex or sexual orientation
- Displaying of pornographic or sexist pictures or materials
- Leering (suggestive persistent staring)
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation

What Can You Do About Sexual Harassment?

1. Say NO!

An employee should not ignore harassment and should make it clearly known to the offender that their behaviour is offensive and inappropriate. Notes should be taken of the date, time and nature of the incident(s) as well as the name of any witnesses.

2. Seek Guidance

Employees who are uncertain or unable to confront the offender can ask their Union Officer, Supervisor, Manager, Department Head or a representative from Human Resources for guidance on how to handle the situation. **All** information is strictly confidential and will be kept in complete confidence.

3. File a Formal Complaint

If the behaviour continues, the employee should report the incident to their Supervisor, Manager or a Union Officer. If this is inappropriate, then it should be reported to the local Department Head, the Human Resources Department or a Union Officer. The employee may discuss the problem at any time, in complete confidence, with a representative of Senior Management who will be specifically appointed to handle the complaints. When filing the complaint, the employee may be accompanied by a co-worker of their choice or a representative from Senior Management or a Union Officer. During the course of the investigation the Manager or Department Head who received the complaint will interview the complainant and the

alleged offender as soon as possible, as well as any witnesses identified by the parties involved or any other individual who may have knowledge of the complaint. All information will be documented completely and accurately. All information will be kept private and confidential except where necessary for investigative purposes or disciplinary measure. A decision concerning the complaint **must** be made within 15 working days **or** receipt of the complaint. Both parties must be advised of the decision immediately. If an employee is dissatisfied with the decision they have the right to file a complaint with the Human Rights Commission.

Note: The Union wishes to emphasize that while a complaint shall not be subject of a grievance, any Local Officer will be prepared to assist any individual in any and all aspects of this policy.

It is also understood that an individual member who may be the accused in a complaint may avail themselves of all provisions of the contract, including the grievance procedure.

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