

MEMORANDUM OF AGREEMENT

between:

A-CHANNEL, EDMONTON (A DIVISION OF Craig Media Inc.)

(hereinafter called "the Employer" or "A-Channel" or the "Company")

-and-

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

(hereinafter called "the Union" or "CEP")

TERMS OF SETTLEMENT

We, the Negotiating Committees for these parties, hereby confirm that we have reached agreement as to the following:

- a) terms and conditions for a first collective agreement to become effective March 1, 2004 and to remain in effect until February 28, 2007; a copy of which is attached hereto as Appendix "A"; and,
- b) terms and conditions of a Return-To-Work Protocol; a copy of which is attached hereto as Appendix "B".

We, the members of the respective negotiating committees, hereby undertake to recommend ratification of these Terms of Settlement to our respective parties.

The Terms of Settlement shall only be binding on the parties if and when the same have been ratified by the members of the bargaining unit, and accepted by the Executive Management of the Company.

The Union agrees to notify the Employer, in writing, on or before February 17, 2004 as to whether or not these Terms of Settlement have been ratified by the members of the bargaining unit.



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The Employer agrees to notify the Union, in writing, on or before February 17, 2004, as to whether or not these Terms of Settlement have been ratified by the Executive Management of the Company.

DATED at Edmonton, Alberta this <u>971</u> day of <u>FEBRUARY</u>, 2004.



FOR THE UNION M 20 an

43.1.1 The following shall apply with regard ta Article 43.1:

March 1, 2004

(g) An employee who at March 1, 2004 does not receive a salary increase of 5.0% over his/her salary as it was on September 17, 2003 based on assignment to the foregoing scale, shall receive a minimum salary increase of 5.0%. If he/she is being paid above the top of the applicable scale, the 5.0% increase shall be calculated against the top of the applicable scale and *theresult* applied to the employee's actual salary.

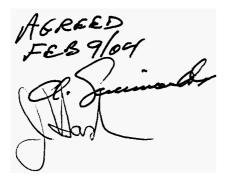
March 1, 2005

(h) An employee, who at March 1, 2005 *does* not receive a salary increase of 3.5% calculated against his/her March 1, 2004 salary, shall receive a minimum increase of 3.5%. If he/she is being paid above the top of the applicable scale, *the* 3.5% increase shall be calculated against the top of the applicable.scale and the result applied to the employee's actual salary.

March 1, 2006

(i) An employee, who & March 1, 2006 does not receive a salary increase of 3.5% calculated against **his/her** March 1, 2005 salary shall receive a minimum increase of 3.5%. If **he/she is being paid** above **the** top of the applicable scale, **the** 3.5% increase shall be calculated against the top of **the** applicable scale **and** the result applied to the employee's actual **salary**.

43.1.2 An employee who has entered **into** (or does enter into) a talent or individual agreement with the Employer, shall be paid a **minimum salary** often percent (10%) above the salary level for his/her job classification. Any increase above that level shall be as contained in the talent or individual agreements.



February 9th, 2004 Employer

General Salary Provisions

- 44.1 Employees shall be paid according to the salary schedule of the classification to which they are assigned, as set out in Article 43, with credit for years of service within the classification and any credit for industry experience recognized by the Employer. The inclusion of a "job classification? or "classification" within a salary schedule or job group, does not thereby necessarily mean that such a job exists or will continue to exist.
- **44.2** Wherever the term, "job classification" or "classification" is used in this Agreement, it shall mean those job titles set out in Article 43.1. Wherever the term, "salary group" is used in this Agreement it shall mean one or more job classifications grouped together for pay purposes as set out in Article 43.1.
- **44.3** It is understood that recognition of industry experience, the **granting of merit** increases in salary, and the provisions of **any** additional benefits to **an employee** are matters for the sole discretion of the Employer.
- 44.4 Progression up the salary scale within each salary group shall automatically occur on the first (1st) day of the month following the employee's anniversary date of employment, junioss the employee's performance has been determined to be unsatisfactory. When determining whether an employee's performance has been determined to be unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. An employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 18 of this Agreement
- 44.5 Notwithstanding Articles 44.4, the following shall apply with respect to employees in the employ of the Employer at the date of ratification of this Agreement:

The first anniversary date of employees in the employ of the Employer at the date of ratification or upon their return to work for purposes of progression up the salary scale, shall be March 1, 2005 and each March 1st thereafter, unless the employee has a change of job classification resulting in his/her being assigned to a different salary group.

The first anniversary date of newly hired employees, hired subsequent to the date of ratification shall be one (1) year from their date of hire.

PEB 9/04

44.4 Progression up the salary **scale** within each salary group shall automatically occur on the first (1st) day of the month following the employee's anniversary date of employment within their **job** classification.

AGREED February 9, 2004 iumouds

- **44.6** Employees shall complete their time sheets at such **times and on such forms as** prescribed from **time** to time by the Employer. In the event that **the** Employer alters **an** employee's time sheet, the Employer will provide the employee with **a** copy of the altered time sheet.
- **44.7** Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15^{th} day of each month. The balance of money earned for that month will be paid on the last day of the month.
- **44.8** Employees may be required to perform more than one (1) job function on a dayto-day basis.
- **44.9** The right to re-classify an employee to a senior classification continues to be at the discretion of the Employer.
- 44.10 The Salary Schedule set out in Article 43.1 shall be implemented effective the date of ratification of this Agreement, subject to the following:
 - (a) Subject to (b) below, employees shall be placed in one of the salary groups set out in Article 43.1 according to their job classification. Employees in Groups 1 through 5 will be placed on the scale at the point two steps above their salary rate in effect prior to the ratification of this Agreement. Employees in Groups 6 through 9 will be placed on the scale at the step closest to, but not lower than, their salary rate in effect prior to the ratification of the scale at the step closest to, but not lower than, their salary rate in effect prior to the ratification of this Agreement.
 - (b) It is recognized that certain bargaining unit employees remained at work during the whole or part of the period of the strike. Salary increases, which have been implemented in respect of those employees, shall be deemed to be salary increases contemplated by this Agreement. In the event, however, the salary increase paid to any such employee is lower than the increase provided for in the wage scale, his/her salary shall be increased to reflect the wage scale.
- 44.10.1 Part-time employees will be paid an hourly rate calculated on the basis of the rate for the position divided by 173.3. Part-time employees will move up the salary schedule on the basis of the hours actually worked (eg: 2080 hours worked shall be the equivalent of 1 year). A part-time employee will only move up the salary schedule after having completed 2080 hours.

EB 9/04

February 9th, 2004 Émployer

Duration

47.1 This Agreement shall commence of the (date of ratification) and shall remain in force until the 28th day of February, 2007 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiry or anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

NOTE:

- (a) This proposal (and the salaries proposal) assumes there will be ratification on or before March 1, 2004. If not ratified by the date, the Collective Agreement would be for a 3 year period effective from the actual date of ratification subsequent to March 1, 2004.
- (b) The March 1, 2004 commencement date may be a date earlier than March 1, 2004 as mtually agreed to by the parties.



LETTER OF UNDERSTANDING 1

Voluntary Severance

- (a) Notwithstanding the provisions of Article 3.2 of the Collective Agreement, an employee whose position has been declared redundant and who is willing to accept voluntary severance shall immediately make his/her intentions known, in writing to the Company, with a copy to the Union.
- (b) An employee who accepts voluntary severance shall receive three (3) months notice of lay off or three (3) months pay inlieu of notice. In addition, the employee shall receive ten (10) weeks severance pay plus an additional three (3) weeks severance pay per year of service, to a maximum of thirty six (36) weeks. Acceptance of such severance payment shall be classed as avoluntary resignation with termination of the employee's seniority and employment rights. Such severance pay shall be deemed to include any severance payment required pursuant to any statute.
- (c) In the event that the number of employees willing to accept voluntary severance exceeds the number of redundant **positions**, such voluntary staff reductions shall be made in the order of seniority among those qualified employees seeking such voluntary severance. It is agreed that an employee who is not assigned to the job classification affected shall be eligible for voluntary severance, provided he/she can be replaced by a qualified employee in the classification affected. Such replacement shall be made in accordance with the provisions of Article 20.

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February 9, 2004 Employer

LETTER OF UNDERSTANDING2

As a result of conduct during the strike, the Union and the Employer could not come to agreement regarding the return to work of ENG Photographer Chris Peterson.

In an effort to reach a settlement, the Parties agreed to refer this matter to Tom Hodges for final and binding resolution.

The Parties agree that a hearing will be held and a decision rendered no later than March 31, 2004.

HEREED FEB 9/04 P. Simondo

February 9, 2004 Employer

RETURN-TO-WORK PROTOCOL

BETWEEN:

A-CHANNEL/EDMONTON (a division of Craig Media Inc.) hereinafter referred to as "the Employer" or "A-Channel" or "the Company"

- and -

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA hereinafter referred to as "the Union" or "CEP"

The Employer and the Union having reached a tentative agreement for a new Collective Agreement to **cover** all **of** the employees represented by CEP, hereby agree to the terms and conditions hereinafter set forth which shall form part **d** the terms of the Collective Agreement.

In the event of any conflict between the terms of this Return-To-Work Protocol and any other provision of the Collective Agreement, the terms of the Return-To-Work Protocol shall supersede and prevail over the other terms of the Collective Agreement.

There terms of this Return-To-Work Protocol shall not take effect until both Parties have ratified the Collective Agreement as evidenced by the delivery of a written notice of ratification by each of them.

- 1. All bargaining unit employees who were employed by the Company prior to the work stoppage of September 17, 2003, except those who may be ill and present proof of such illness satisfactory to the Company within forty-eight (48) hours of notice of recall, shall return to work as of March 1, 2004. The Employer shall provide to the Union, a work schedule containing start times for returning employees.
- 2. All bargaining unit employees who were employed by the Company prior to the work stoppage of September 17, 2003 shall be recalled to the same position and job function to which they were assigned prior to September 17, 2003. Such employees shall not be re-assigned in any manner which is arbitrary, discriminatory or unreasonable as a result of their participation in, or conduct during, the work stoppage or any other activity during the work stoppage.
- 3. Notwithstanding the provisions of items ∎ and 2 above, it is recognized that the job classifications of Master Control Operator and Traffic Clerk have become redundant and employees so classified shall not be recalled to such jobs. It is further recognized that two (2) VTR Operator positions have become redundant and the least senior two (2) VTR Operators shall not be recalled to such jobs. Such employees shalt be laid off and shall be entitled to exercise all seniority rights under the Collective Agreement. Those employees who opt to take voluntary severance as per Letter of Understanding#1 as appended to the Collective Agreement shall not retain seniority rights.

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- Return-To-Work Protocol age 2
- 4. No new employee hired into a bargaining unit position subsequent to September 17, 2003 or any employee hired to replace a striking employee shall be retained in the employ of the Company.
- 5. Subject to Letter of Understanding#2 as appended to the Collective Agreement, there shall be no discharge, discipline or discrimination against any employee who was a member of the bargaining unit prior to September 17, 2003 on the basis of any action or any claimed action during the work stoppage up to and including the date of signing of this Protocol, norshall there be any discharge, discipline or discrimination against any bargaining unit employee who respected the CEP picket line.
- 6. An employee who, at the time of ratification, is engaged in activities of the kind referred to in Article 8 of the Collective Agreement shall terminate those activities no later than February 29, 2003 if he or she wishes to return to work with the Employer.
- 7. The Union and the represented employees hereby waive the penalty and/or notice requirements of the Collective Agreement as set out below for the period from March 1st to March 27th, 2004:
 - Article 22.1 Posting
 - Article 24 Scheduling
 - Article 25 Days Off: provided that an employee shall be paid at the time and onehalf (1%) rate for all hours worked on a sixth or seventh day in any work week.
 - Article 27 Meal and Break Periods: provided that an employee who does not receive a meal break in an eight (8) hour tour of duty shall be paid at the time and one-half (1¹/₂) rate for all hours worked in excess of eight (8) hours
 - Article 30 Turn Around Period
 - Article 31 Temporary Upgrading
- 8. The Union agrees that no pay or benefits are due from the Employer to CEP represented employees in respect of the period of the labour dispute which commenced on September 17, 2003.
- 9. Subject to Letter of Understanding #2 as appended to the Collective Agreement. Neither the Employer, nor the Union, nor any member of the bargaining unit, shall institute, nor proceed with any proceedings or actions before any Court, Board of Arbitration, administrative agency or any other forum in connection with any events or actions taken, the circumstances in respect of which occurred during the labour dispute. This provision shall not apply to any charges which may or have been laid pursuant to the Criminal Code of Canada. The labour dispute shall be that period to and including the delivery of a written notice of ratification by each Party.

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- 10. The Company shall have no obligation to recall those employees who resigned prior to ratification of this agreement and they shall not be entitled to any notice or severance pay or benefits under this Collective Agreement or under any applicable legislation whatsoever.
- 11. The seniority of employees who participated in the strike and withdrew their services shall be considered to be uninterrupted during the strike and such employees shall be credited with seniority for the period of September 17, 2003 until March 1, 2004. Notwithstanding the foregoing, seniority and service time shall not be credited to such employees for the purpose of determining entitlement to vacations, salary increments, probationary periods, eligibility for employee benefits and those provided for in Letter fo Understanding#1 as appended to the Collective Agreement.
- 12. Any employee who is entitled to vacations and vacation pay in respect of the period to September 17, 2003, shall be paid vacation pay in lieu thereof, for all accumulated vacation in excess of 10 working days.
- 13. The Employer and the Union agree that all employees who did or did not engage in the work stoppage shall:
 - (a) Not take any punitive action, nor harass, intimidate, threaten or coerce any other bargaining unit or non-bargaining unit employee.
 - (b) Work co-operatively with all other employees and with management of the Company.
 - (c) At all times work diligently and perform all duties he or she is required to perform.
 - (d) Work co-operatively with advertisers, suppliers, viewers and any and all persons having contact with the Company.

An employee who is not in compliance therewith shall be subject to the disciplinary provisions as set out in the Collective Agreement.

All employees shall sign a declaration that they have particularly been made aware of all the requirements of this section (13) of the Return-To-Work Protocol.

- 14. The Union undertakes to make every reasonable effort to remove all displays, including but not limited to, signs, posters, publications and advertising generally, which are displayed anywhere visible to the general public, where such displays have a direct or indirect relevance to the strike at A-Channel Edmonton.
- 15. Casual employees are not affected by this Return-To-Work Protocol. Nothing herein, or otherwise, however, shall be construed to prevent or limit the Company from continuing to hire or engage and schedule casual employees as it did prior to the commencement of the strike, subject to the provisions of the Collective Agreement.

Return-To-Work Protocol age 4

16. Prior to ratification of this Return-To-Work Protocol, the Union shall provide a list of employees wishing to return to work.

DATED at Edmonton, Alberta this <u>977</u> day of February, 2004.

A-CHANNEL/EDMONTON A divisions of Craig Media Inc. COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

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1.1 It is the intent and purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and friendly spirit between the Employer and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for prompt and equitable disposition of grievances.

AGREED October 25, 2002 xunidad

2.2 <u>New Job Classifications</u>

- (a) The Employer shall notify the Union in writing no later than thirty (30) calendar days following the formal introduction of any new job or classification. Such notice shall advise the Union of the primary duties and the intended salary group of the new job or classification.
- (b) In the event the Parties cannot agree that a new job or classification is to be included in the bargaining unit, the matter may be referred to the Canada Industrial Relations Board for a decision.

AGREED February 5, 2003

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2.2 New Job Classifications

(c) A new job classification included in the bargaining unit shall be placed in the appropriate salary group as set out in Article 43.6 of this Agreement, taking into account the value of such job, relative to the other jobs in the salary group.

AGREED Jun€ 10, 2003 Simmonde

Management Rights

4.1 Nothing contained in this Agreement or otherwise shall be construed as a limitation of the employer's rights to manage its affairs exclusively and in all respects, and that except where specifically restricted, abridged or modified by this Agreement, the Employer holds and retains the exclusive right and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement.

AGREED October 25, 2002 Summer

Jurisdiction

5.1 The Employer shall assign all duties relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of material to employees as defined in Article 3.1 of this Agreement.

AGREED Juìqe\10, 2003 number \mathbf{D}

5.2 Union Dues

- (a) The Employer agrees to deduct monthly from the salaries of the Employees in the bargaining unit, an amount equal to the uniform Union dues as levied by the Union. The Employer will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions.
- (b) The Employer agrees to remit the monies **so** deducted to the Union. the Employer shall endeavour to remit such dues by the fifteenth (15) of the month following **the** month for which the dues are deducted and shall include with such remittance a statement showing the names of the Employees from whom deductions have been made and the respective amounts deducted. In addition, such statement shall show the total amount of **dues** deducted from all bargaining unit employees as **a** group, with a further breakdown showing the portion of such **dues** that were deducted from base pay.
- (c) The Union shall indemnify the Employer and save it harmless from any and all claims which may be made against the Employer by an employee or employees for amounts deducted from **wages** as provided by this Article, except for any claim arising out **d** an error committed by the Employer.

GREED anuary 15, 2003 Junice

- **6.1** The Employer shall, within seven (7) calendar days, mail to the designated CEP office, with a copy to the Local Union, notification with respect to the following:
 - (a) The name, job classification and hiring date of each employee hired in a bargaining unit position.
 - (b) The name of each bargaining unit employee who is permanently promoted or transferred and the position involved.
 - (c) The name of each bargaining unit employee who is terminated.

AGREED January 15, 2003 3. Summodel

6.2 The Employer shall, when notifying a person of his/her acceptance as an Employee, provide in writing, the salary gorup, starting pay rate and classification to which he/she is assigned.

AGREED Qctober 25, 2002 Summer

6.3 Upon request, the Company shall provide to the Union, copies of bargaining unit employees' time sheets.

AGREED November 27, 2002 v. Simonda

Existing Benefits

7.1 The Employer recognizes that employees covered by this Agreement enjoy certain benefits and privileges referred to herein and agrees not to alter or change these practices without the agreement of the Union. The employer further agrees that there shall be no reduction in pay by reason **c** the implementation of this Agreement nor shall the Employer alter a job or classification for the sole purpose of avoiding a pay increase.

AGREED June 10, 2003 mulardes

Union Access to Premises

- 7.1 An accredited Union Representative who wishes access to the Employer's premise to carry out inspections or investigations pertaining to the terms and conditions of this Agreement shall make a request for access to the Employer not later than twenty four (24) hours in advance. The twenty four (24) hour time period may be waived by mutual agreement between the Union Representative and a Senior Representative of the Employer. A Request for access pursuant to this Article shall indicate the particular reason(s) for which access is requested.
- 7.2 Where authorization is given pursuant to 7.1 herein, it shall only be given to carry out observation at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Employer.
- 7.3 Authorizations requested pursuant to this Article shall not be unreasonably withheld.

AGREED October 25, 2002 zicemout?

Union Leave

- **8.1** Upon a request being made by the Union, subject to operational and other business requirements, the Employer agrees to release employees from employment to attend meetings with the Employer as follows:
 - (a) Up to four (4) employees on a without pay basis to attend at negotiations with the Employer. An employee shall suffer no loss of employee benefits as a result of such leave.
 - (b) Up to two (2) Employees to attend at grievance and safety meetings with the Employer. An employee shall suffer no loss of regular pay or employee benefits as **a** result of such leave.
 - (c) Leave on a without pay basis for **up** to two (2) employees, not to exceed **an** aggregate of fifteen (15) working days during any calendar year for the purpose *of* attending labour conventions, seminars and executive board meetings. The Company shall not be required to release **an** on-air employee during spring and fall BBM ratings periods, nor shall it be required to release more than one (1) employee from the same job classification during such ratings **periods**.
- 8.2 All requests for leaves shall be submitted in advance as early as reasonably possible but no later than ten (10) working days prior to the start date of the requested leave.
- **8.3** Leave provided under Article 8 shall not constitute a break in continuity of service or seniority.

AGREED January 15, 2003 Junivortes

8.4 The Union shall furnish the Employer with a current list of the names of the bargaining unit members authorized to represent the Union in its relations with the Employer. The Local Union agrees to keep the Employer currently advised of its executive board members.

AGREED November 27, 2002

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Non-discrimination

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

AGREED lune 10, 2003 Junwood

Union Bulletin Boards

9.1 The employer agrees to provide space on bulletin boards (downstairs mail room and upstairs lunch room) for the posting by the Union of announcements regarding elections, meetings and the internal affairs of the Union. Any other notices shall require prior approval before being posted, by the Employer by the initial or signature of its designated representatives.

AGREED October 25, 2002 Sumour

Discipline

- **10.1** No employee shall be disciplined or discharged except for just and reasonable cause.
- **10.2** An employee shall be notified in writing of any dissatisfaction concerning his/her work within ten (10) working days of cause for dissatisfaction becoming known to his/her supervisor or manager. A copy of such written expression of dissatisfaction shall be provided to the Local Union Vice President or his/her designate within twenty four (24) hours of issuance to the employee. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's disciplinary record for use against him/her at any time. This Article shall not prevent oral expressions of dissatisfaction, but such oral expressions must be reduced to writing within ten (10) working days before becoming part of an employee's record.
- **10.2.1** The employee shall sign the expression of dissatisfactionacknowledging receipt. Such signature shall not be considered as necessarily concurring with the contents.
- **10.2.2** The employee's reply to such written expression of dissatisfaction, if received within ten (10) working days after he/she has been given the notice referred to in Article 10.2 above, shall become part of his/her record.
- **10.3** An employee shall have access to their personnel performance file in the presence of their Department Manager during office hours, at **a** mutually agreeable time, but in no event later than three (3) working days after the initial request. Except in the event of a grievance, this access shall be limited *to* once in any six *(6)* month period.
- **10.4** The employer agrees to give appropriate consideration to a request by an employee for review of their personnel record for the purpose of removing any disciplinary letter which is at least two (2) years old.
- **10.5** An employee shall have the right to have a Union representative present at any discussion with a supervisor or manager where it is anticipated the employee will **be** subject to any disciplinary action.

AGREED February 4, 2003 7 Semmed

11.1 The Union will not cause nor permit members of the bargaining unit to cause, nor will any member of the bargaining unit take part in, any strike, either sit down or say in, or any other kind of interference whatsoever or any other stoppage, total or partial, of any of the Employer operations during the term of this Agreement. The Employer will not cause or permit a lockout of any member of the bargaining unit during the term of this Agreement.

AGREED A. Summer the Òdtàber 25, 2002 11/2

2 The employer shall not require a bargaining unit employee to perform the work of another employee who is participating in a lawful strike or lockout.

AGREED October 25, 2002 unally-

- **12.1** An employee shall not engage in outside activities as a volunteer or for remuneration where such activities constitute direct competition with the Employer. On-air employees shall not appear on any broadcast **by** a competitive broadcaster without prior **permission** from the Employer.
- **12.2** An employee shall not engage in any activities outside of work where such activities adversely affects the public image of the Employer.

AGREED January 15, 2003 Summark

Probation

- **15.1** Probationary employees: Full time employees shall be probationary employees for a period of three (3) months from the commencement of their employment with the Employer except in the case of on-air employees where the period shall be six (6) months. The Employer may extend the probationary period a further three (3) months, after notifying the employee of its intention to so extend the probationary period.
- **15.2** Part time employee shall be probationary employees for a period of five hundred and twenty (520) hours worked from the commencement of their employment with the Employer and the Employer may extend the probationary period for an additional five hundred and twenty (520) hours.
- **15.3** Time lost by full time probationary employees may be discounted from their probationary period.
- **15.4** The Employer may release a probationary employee at any time during their initial or extended probationary period without notice or pay in lieu thereof and such release shall be deemed to be for just cause.

AGREED (subject to definition of on-air)

October 25, 2002 Juniouch

16.1 Seniority shall **be** deemed to have **commenced** on the last date of hire **by** the Employer into the bargaining unit. Notwithstanding the foregoing, employees shalt **be** credited with seniority for all time worked with the Company prior to the signing of this Agreement.

AGREED January 15, 2003 1. Sumionder

16.2 Seniority shall continue to accrue while an employee is on leave granted by the employer to a maximum period of one (1) year. However, there shall be no service credit for any other purposes under this Agreement during any leave in excess of one (1) month.

AGREED February 5, 2003

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- **16.3** An employee shall lose seniority and shall be deemed to be terminated in the event he/she:
 - (a) resigns or retires:
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has not been active at work for a period of twelve **(1**) months for reasons other than an authorized leave of absence. Where the employee **is** not active at work by reason of illness or sickness and is in receipt of long term disability benefits, the employee may retain but not accumulate seniority;
 - (d) fails to return to work upon the completion of an authorized leave of absence without a valid excuse, or uses a leave of absence for purposes other than those for which the leave of absence was granted;
 - (e) fails to return to work from a layoff within ten (10) calendar days from the date a notice to return is delivered to the employee's last know address.

AGREED October 25, 2002 Summond

17.1 When layoffs of employees are to be made, the employer shall determine which jobs are to be left vacant or abolished and the number of employees to be laid off.

AGREED October 25, 2002 - a. Summed 17.4 An employee who wishes to exercise their bumping rights shall do so within seven (7) calendar days of the date on which the notice of layoff had been given to them.



17.7 The employer agrees that it will not consistently schedule overtime for the purpose of causing or extending layoffs.

AGREED a. Sunnede October 25, 2002

17.8 No new employees will be hired for a job until those **laid** off or bumped from that job have been given an opportunity of recall.

October 25, 2002 Q. Summer **⁄AGREĖD**

17.11 An employee who, pursuant *to* this Article has exercised their seniority, shall, subject to this Agreement, retain recall rights to their previous job should the employer decide to fill a vacancy in their previous job.

AGREED A. Simouds October 25, 2002

18.4 The Employer shall provide the Union with a seniority list in January and July of each year, covering all full-time and part-time employees.

AGREED June/10, 2003 Junio Ø đ

19.3.1 An employee who has reverted to a lower wage group in accordance with Article 19.3 shall continue to receive his higher salary, which shall be red-circled (frozen) until the salary in the lower group catches up to the employee's red-circled rate, then such employee shall receive all increases as provided in Article 43 of this Agreement.

AGREED June 10, 2003 Semimont

Vacancies, Promotions and Transfers

22.1 Where the Employer decides that a position is to be filled, the Employer shall post such vacancy at least five (5) working days in advance of filling the position. The Employer shall not be required to post vacancies for temporary part time positions where the intended duration of employment is less than one (1) month.

una oced AGREED 10 June 10, 2003

22.2 Employees may make application in writing for such position during the five (5) day posting period. Applicants shall be considered on the basis of the criteria set out in Article 22.3. The Employer shall acknowledge applications in writing, stating reasons for its decision.

AGREED June 10, 2003

22.5 Without his/her consent, no employee shall be permanently transferred to a job outside of the bargaining unit and no employee shall be penalized for refusing such transfer.

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Hours of Work

- **23.1** The normal work day and week for all full time employees shall be eight (8) hours in any day and forty (40) hours in any week, exclusive of meal periods.
- **23.2** The work week shall commence at 12:01 a.m. Monday.
- **23.3** A tour of duty shall be defined as the authorized and/or approved time worked during a day. If work in a tour of duty extends beyond midnight of the day in which it commenced, it shall be considered as falling wholly within the calendar day in which it starts. A minimum tour of duty for full time employees shall consist of eight (8) hours.

AGREED June 10, 2003 annoulds

18.1 The normal work day and week for all full time employees shall be eight (8) hours in any day and forty (40) hours in any week, exclusive of meal periods.

AGREED October 25, 2002 - a. Sectional 18.2 The work week shall commence at 12:01 a.m. Monday. AGREED October 25, 2002 Q. Sumiont λ

24.1 An employee called back to work after having completed their shift of work on the day in question shall be paid at the rate of one and one-half (1%) times their basic hourly rate with a minimum credit of three (3) hours at their basic hourly rate, or paid as if their shift continues uninterrupted on that day. The minimum call back credit shall apply only once during any twenty four (24) hour period.

AGREED October 25, 2002 Hard. A. Suincuts

24.3 The Employer agrees it shall engage adequate numbers of relief personnel to cover scheduling of work during vacation periods in order to avoid assignment of excessive hours to permanent employees.

AGREED June 10, 2003). Sumoula 3

Days Off

- **25.1** Employees who are not required to work shifts shall have *two* (2) consecutive days off in a week, such days off normally being Saturday and Sunday.
- **25.2** Employees who are required to work shifts shall be subject to the following:
 - (a) Such employees shall be scheduled for a minimum of two (2) consecutive days off in each fixed three (3) week period as set out in Article 24.1 (a) of this Agreement, which in total shall provide fifteen (15) working days and six (6) days off.
 - (b) Such employees shall be assigned at least one (1) day off following any period of seven (7) consecutive days worked.
 - (c) The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- **25.2.1** Notwithstanding the provisions of Article 25.2 above, the Employer may assign employees within a specific classification to work alternate shifting patterns, provided such arrangement is approved by the affected employees and the Union.

ÀGREED June 10, 2003 Summeras

25.3 The temporary upgrading provisions shall apply to an employee who is temporarily assigned by the Employer to the responsibilities of a supervisor or manager, where the supervisor or manager is absent and is replaced by the Employer with a bargaining unit employee.

AGREED October 25, 2002 2. Simuend

<u>Overtime</u>

26.1 Overtime shall be defined as those hours worked in excess of a minimum tour of duty as set out in Article 23.2 of this Agreement. All overtime must be authorized by a supervisor or manager.

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26.3 All hours worked in excess of a minimum tour of duty as set out in Article 23.2 of this Agreement shall be compensated at the applicable overtime rates.

AGREE5 June 10, 2003

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26.4 The basic hourly rate for overtime purposes shall be calculated as follows: monthly salary divided by 173.3 = hourly rate.

AGREED A. Suminoulde June 10_{\(\)}2003 M

26.3 Employeesshall be entitled to take two (2) paid break periods of fifteen (15) minutes in an eight (8) hour tour of duty. Such breaks shall be taken at appropriate times, subject to operational requirements.

AGREED January 15, 2003 Gunnarde a

Night Differential

- **31.1** Employees who are scheduled to work tours of duty, any portion of which falls between 00:00 hours and 06:00 hours, shall receive a premium of one dollars (\$1.00) per hour for the hours so worked, in addition to any other premiums or payments received under this Agreement.
- **31.2** The minimum differential payment under this Article shall be one dollar (\$1.00) per tour.

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Turn Around

- **32.1** Employees shall be entitled to a turn around period of not less than eleven (11) consecutive hours off from the end of the last work performed, before resuming work on a new tour.
- **32.2** An employee who does not receive the minimum off duty hours specified in 32.1 above shall be paid a turn around premium of one-half (½) times the basic hourly rate in addition to his/her salary, for the hours worked during what would have otherwise been off duty time.
- **32.3** Notwithstanding the provisions of **32.1** above, the turn around period shall be ten (**I**0) hours in the following circumstances:
 - (a) Where an employee requests a shift change and such change is approved by the supervisor.
 - (b) Where an employee requests specific days off which will result in a turn around encroachment and such scheduling is approved by the supervisor.

AGREED une 10, 2003 innorally

32.1 The Employer agrees to make the following benefits available to employees, subject to the terms and conditions of the plans and subject to the premium contributions of the various plans **as** set forth below:

| BENEFIT | EMPLOYEE PREMIUM | EMPLOYER PREMIUM |
|---|---------------------|---------------------|
| Life Insurance | | 100% |
| Dependent Life | | 100% |
| Accidental Death & Dismemberment (AD&D) | | 100% |
| Long Term Disability | 100% | |
| Short Term Disability | 100% | |
| Extended Health Care | 50% | 50% |
| Vision Care | 50% | 50% |
| Dental Care | 50% | 50% |
| Alberta Health Care | 50% | 50% |

AGREED January 15, 2003 Summer

Temporary Upgrading

33.2 At the time of such assignment, an employee shall be advised of the temporary upgrading (and this shall be recorded on the employee's pay record.

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33.4 Temporary upgrading shall not be used if it results in the displacement of a bargaining unit employee or the failure to fill a bargaining unit position.

AGREED Junioer June 10, 2003

Bereavement Leave

- **34.1** Where an employee is required to be absent due to the death in their immediate family (i.e. legal guardian, mother, father, spouse, common law spouse, brother, sister, child, father-in-law, mother-in-law, grandparent or any relative permanently residing in the employee's household or where the employee resides), they shall **be** granted a leave of absence with regular salary on any of their scheduled working days that occur during the three (3) days immediately following the day of the death.
- **34.2** When an employee is required to be absent due to the death of **a** brother-in-law, sister-in-law, aunts or uncles, they shall be granted a leave of absence with regular salary for two (2) days at the discretion of the Employer.
- **34.3** At the Employer's discretion, additional leave with or without salary may be granted for the purpose of travel and in mitigating circumstances.

AGREED November 27, 2002 much

Travel Conditions

35.4 The Employer shall be responsible for booking each employee's accommodation on out of town assignments. Each employee shall receive reasonable single occupancy at the Employer's expense, provided such accommodation is available.

Cimmond AGREED W June 10, 2003

35.5 Upon prior approval, the Employer shall pay the costs of the following:

- (a) The cost of transportation, including chair or parlour seat, and when applicable, automobile mileage allowance.
- (b) The cost of taxis and limousine service between residence and station or airport at point *of* departure and return, and between station or airport and hotel at point of destination.
- (c) The rental of vehicles for the transport of equipment.
- (d) The cost of extra assistance in handling equipment.
- (e) The cost of faxes and long distance calls required for Employer business.

AGREED immonde June 10, 2003

Vacations

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

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36.4 An employee may request to begin and end his/her vacation in conjunction with days off and such request shall not be unreasonably denied.

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36.5 Vacation Scheduling

- (a) Requests for vacations shall be submitted in writing not less than thirty (30) calendar days prior to the date requested.
- (b) An employee who has submitted a vacation request in writing by the last working day in March shall receive preference in vacation scheduling on the basis of his/her seniority within the classification to which he/she is assigned.

minued AGREED June 10, 2003

36.6 Upontermination of employment, an employee (or his/her estate in the case **d** death) shall receive accrued vacation pay earned in accordance with the provisions of Article 36.1 plus pay for any vacation period previously earned but not taken.

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Leave Without Pay

36.1 The Employer will consider a request for a leave of absence without pay and the granting of the same shall be at the discretion of the Employer and shall depend upon the circumstances which gave rise to the request and having regard for business, programming and other operational requirements.

AGREED October 25, 2002 3. Simmond

36.2 An employee shall not be credited with service during any leave of absence in excess **cf** fifteen **(15)** working **days** for the purposes **of** calculating vacation entitlement or for pension or group benefits contributions. Notwithstanding the foregoing, an employee shall be permitted to pay the **full** premiums for group benefits in order to continue such insurance coverage during the period of leave.

AGREED January 15, 2003 Timmend

Paid Holidays

- **37.2** The following shall apply with respect to granting of and payment for paid holidays:
 - (a) Every employee is entitled to and shall **be** granted a holiday with pay on each of the paid holidays as set out in Article 37.1 that fall within any period of his/her employment.
 - (b) When a paid holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a holiday with pay at some other time, which may be by way of addition to his/her annual vacation or granted as a holiday with pay at a time convenient to him/her and the Employer, but in any event, it shall be taken within the vacation year in which it was granted.
 - (c) When a New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Saturday or Sunday that is a non-working day, the employee *is* entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the paid holiday. Λ

Jenimondos AGREED June 10, 2003

37.2.1 An employee shall not be paid for a paid holiday on which he/she does not work, when he/she is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the paid holiday;

numienda AGREED June 10, 2003

37.1 The Parties agree to establish a joint labour/management health and safety committee which shall meet on a regular basis and shall consist of representatives selected by management and not less than *two* (2) representatives selected by the Union. The Parties further agree that such committee shall operate as outlined under the provisions of the Canada Labour Code.

AGREED January 14, 2003 - a. Summedo

37.5 It is understood that an employee may refuse to work where he/she has reasonable cause to believed angerous conditions prevail as described in the Canada Labour Code. It shall be the employee's responsibility to immediately notify his/her supervisor or the manager in charge of the work if such circumstances arise. In the event that the appropriate supervisor or manager is not available, it shall be the employee's responsibility to summon help, provided such help will eliminate or alleviate the hazardous situation. Refusal of work under provisions of this Article applies only to that part of the job considered hazardous.

AGREED January 14, 2003

37.3 A properly supplied first aid kit will be located at the Employer's premises. All vehicles provided by the Employer shall contain safety partitions and government approved winter survival kits. Employees shall not remove survival kits from vehicles, except in an emergency and shall be responsible for checking the vehicle's kits before leaving on a remote assignment to ensure it has not been removed from the vehicle or stripped of its components. The employees shall advise a supervisor immediately if the kit is incomplete or damaged.

AGREED October 25, 2002 - a. Securious

'37.4 The Employer agrees to provide winter parkas and gloves and necessary safety devices for employees on assignments (i.e. remotes, ENG/EFP shoots) where conditions require their use.

AGREED October 25, 2002 Junwoulds

38.1 The Employer shall reimburse an employee for all necessary travel expenses where such travel is required and authorized by the Employer and is in the course of the employee's employment.

AGREED lovember 28, 2002 Has l. Summer

38.2 Use of the employee's own automobile in connection with their assigned duties must be previously authorized by the employer before reimbursement will be made.

AGRĘED November 28, 2002 as . Q. Curinbudds

38.4 The use of an employee's vehicle in the course of their employment shall not be compulsory. The employee shall be responsible for maintaining appropriate insurance on their vehicle if it is used in the course of their employment. **An** employee shall not unreasonably withhold agreement to use their personal vehicle where there is no other means of transportation available.

The Employer agrees to maintain appropriate liability insurance on any vehicle owned or leased by the Employer.

AGREED November 28, 2002 an A. Seminould

38.5 An employee shall not drive Employer vehicles if their right to do so is prohibited or is in any fashion restricted and shall immediately advise the employer in the event of prohibitions or restrictions being imposed upon them.



38.7 Where an employee uses their vehicle in connection with Employer business and becomes involved in an accident and the damage to their vehicle cannot be recovered from another person or persons, the Employer will pay all or part of the damage costs to the employee's vehicle to a maximum of five hundred dollars (\$500.00). The Employer will not consider any payment where the accident was due to an employee's negligence.

AGREED November 28, 2002 - A. Gunnouds

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Maternity and Parental Leave

- **39.1** Employees with six (6) months or more of continuous service with the Employer shall be granted Maternity/Child Care Leave in accordance with the provisions set out in the Canada Labour Code.
- **39.2** The Employer shall extend to employees on Maternity/Child Care Leave, group benefits coverage as set out in Article 42.1 of this Agreement, at the appropriate contribution rates for the period of such leave.
- **39.3** Should an employee be unable to work owing to complications related to pregnancy, the employee shall be entitled to sick leave provisions as outlined in Article 38 of this Agreement.
- **39.4** Continuity of service for purposes of seniority shall be considered unbroken upon return to work in accordance with the period for which leave of absence is authorized.

AGREED June 10, 2003 Timmend

40.2 Compassionate Leave is defined as leave granted for unexpected personal reasons. Such Leave must have prior approval of the Employer.

touroud AGREED June 10, 2003

40.3 <u>Witness and Jury Leave</u> – employees required to serve on juries or to obey a subpoena or a notice to attend a judicial proceeding shall suffer no loss of pay, provided that all fees received from the service are paid to the Employer. Employees shall return to work if released prior to 13:00 hours on the day in question. However, the employee shall not shall not be required to work beyond 17:00 hours on such day.

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Scheduling of Christmas and New Year's Holidays

- **41.1** Prior to November 1st of each year the Employer will ascertain the preference of those employees who may be required to work on Christmas Day and/or Boxing Day and/or New Year's Day. The Employer will, subject to business, programming and operational requirements schedule work on these holidays whereby an employee is not required to work on all three (3)days.
- **41.2** The Christmas and New Year's Day schedule will be posted not later than November 15th and except for unforeseen or mitigating circumstance, shall not be changed after the schedule has been posted.
- **41.3** Where an employee does not indicate their preference by the said date, the Employer will assume there is no preference and will schedule work accordingly giving regard to operational requirements. Such scheduling shall not **be** the subject of a grievance.

AGREED October 25, 2002 2 Ginnonds

43.4 Employees may be required to perform more than one (1)job function on a day to day basis.

AGREĘD November 28, 2002 2 Securiord otas

43.6 In the event that the Employer alters an employee's time sheet, the Employer shall provide the employee with a copy of the altered time sheet.

AGREED November 28, 2002 a. Seimondos KP

44.1 Employee shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of Employer premises and equipment. The employee shall report any loss and damage of equipment immediately to their Supervisor.

AGREED Öctober 25, 2002 a. Summeds 44.4

4.4 Employees shall not use Employer premises, vehicles, equipment or supplies for other than the business of the Employer except with the prior written approval of the Employer.

AGREED October 25, 2002 Q. Simmond

MEMORANDUM OF AGREEMENT

RE: Provision of Salary Information.

The undersigned Parties hereby agree to the following with respect to provision of salary information to the Union:

- 1. The Company agrees to provide to the Union, for the purpose of negotiations, a list showing each bargaining unit employee's jdb classification, date df hire and salary or hourly rate df pay.
- Notwithstanding the provisions of item 1 above, salary information with respect to employees Paul Mennier, Jennifer Martin, Dawn Chubey, Stephen Antle and Mark Scholz shall be provided directly to the Union's National Representative on a strictly confidential basis. It is particularly understood that such salary information is not to be disclosed to any other party or person.
- 3. This Memorandum of Agreement shall apply only to salary information relative to the current negotiations between the Parties for **a** first collective agreement. It shall **be** without prejudice to any position either Party may choose to take with respect to the actual provisions of such collective agreement or the rights of the Parties in any future negotiations.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

wiewed

Arthur Simmonds National Representative

DATE: OCTOBER 201, 2002

A-CHANNEL EDMONTON, A DIVISION OF CRAIG BROADCAST ALBERTA

Jim Haskins General Manager