

***COLLECTIVE AGREEMENT***

*between*

***CKEM-TV, a division of CHUM Limited and Learning and Skills Television of Alberta***

***Limited***

*and*

***LOCAL UNION 348***

***THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS***

***November 1, 2005 to October 31, 2008***

**13350(02)**

## ARTICLE 1 - Intent

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the fundamental principles of creativity and innovation in broadcasting and 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 resolution of grievances. To this end, this Agreement is signed in good faith by the two (2) parties.
- 1.2 It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgment and regulatory authority, that creative work carries a creative responsibility and that the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It is the intent of both parties that this Agreement support and reflect these goals.

## ARTICLE 2 - Bargaining Unit

2.1 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees as set forth in Order No. 8941-U of the Canada Industrial Relations Board dated September 13, 2005, and any amendments thereto, as mutually agreed by the parties as follows:

- B All employees of A-Channel Entertainment Inc. (Edmonton) and Learning and Skills Television of Alberta Ltd. in Edmonton, Alberta, excluding managers, those above the rank of manager, those employed in a confidential capacity with respect to labour relations, general manager, director, news and entertainment, news technical manager, **senior producer news\***, **senior producer, bt\***, **anchors\***, **program segment hosts\***, **sales assistants\***, operations manager, **technical supervisor\***, **operations supervisor\***, promotions manager, creative manager, **senior assignment editor\***, executive assistant to general manager, executive assistant news, sales manager television, information technology manager, manager, on air operations, senior news assistant editor, business manager, account executives and accounts receivable manager.

2.2 Employee - The term "employee" as used in this Agreement shall mean any person employed in a classification included within the bargaining unit set forth in Article 2.1. It shall further include any person employed in any new job or classification created in the future which the parties agree is to be included within the bargaining unit.

\* subject to Letter of Understanding #3

**2.3 When the Company creates a new classification within the bargaining unit, the Company shall provide the following information:**

- a) Proposed job title**
- b) Proposed pay group**
- c) Proposed general description of the duties and responsibilities**

**The Union shall advise the Company, within five (5) working days of receiving the information, of its response to the information provided.**

### **ARTICLE 3 - Jurisdiction**

**3.1 The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programmes and overall operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programmes or productions produced exclusively by and for the Company at the Company's premises.**

**3.2 Notwithstanding Article 3.1, nothing precludes the Company from transferring a function or functions to other facilities owned and/or operated by CHUM Limited or its successor or related or affiliated organization(s). An employee who has completed his/her probationary period and who becomes laid-off as a result of any such transfer shall be entitled to:**

- a) Be provided with two (2) months notice or pay in lieu thereof, and;**
- b) Be paid severance pay based on three (3) weeks pay for each full year of service to a maximum of fifty-two (52) weeks of regular pay. A portion of a year shall be calculated on a pro rata basis.**

**3.3 "On-Air" Performers**

**(a) The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity, and marketability (image) which, with respect to the "On-Air" Talent, are not capable of definition in solely objective terms. The parties also agree and understand that "On-Air" performers (program segment hosts\*, reporters and videographers) are an integral part of the image and character of a television station and as such have special responsibilities that go beyond those of other bargaining unit employees. These include, but are not limited to: being highly acceptable to the viewing audience, appearing in public on the station's behalf, being involved in the community and representing one's self professionally, with dignity, at all times including outside of work hours.**

The Company will provide direction and assistance to such employees to assist the employee in achieving necessary standards of performance, creativity and marketability and/or to consistently fulfill his/her special responsibilities. The parties therefore agree that the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity or marketability or has not met reasonable Company expectations regarding special responsibilities. Such right shall not be exercised in an arbitrary or discriminatory manner and not sooner than thirty (30) days after an employee has been advised by written notice (which notice shall describe in reasonable detail the manner in which such employee has fallen short of such standards of performance, creativity, and/or marketability and/or has not reasonably met Company expectations regarding special responsibilities).

The right to remove an employee from his/her role 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 for just cause.

Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "on-air" staff individually to cover rates of pay, hours of work, severance, etc., providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

In recognition of the Union's status as exclusive bargaining agent for "On-Air" performers, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within five (5) work days of its receipt or the contract will be deemed to be accepted by the union.

- (b) An Employee removed from his/her classification under this Article shall receive a lump sum severance payment commensurate with his/her service as of the date the removal takes place as follows:

Post probation to three (3) completed years of service - three (3) months severance pay;

More than three (3) years service, four (4) weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of fifty-two (52) weeks of severance pay;

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and any other applicable statute or legal requirement;

**An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce a demo tape and such other material which may be reasonably required to assist the employee in securing new employment.**

**subject to Letter of Understanding # 3**

### **3.4 On Air Clothing Allowance**

**In the absence of a credit/contra agreement, the Company will compensate Reporter/Anchors, Reporter/Anchors, Sports and Reporters, Sports for expenses related to clothing acceptable to the Company. Upon receipt, the Company shall pay a clothing allowance up to \$500.00 on September 1<sup>st</sup> and March 1<sup>st</sup> of each calendar year. Videographers, and Reporters, News shall receive a clothing allowance up to \$300.00 on September 1<sup>st</sup> and March 1<sup>st</sup> of each calendar year.**

## **ARTICLE 4 - Employee Categories and Definitions**

**4.1 A full time employee shall be defined as one who is regularly scheduled to work forty (22.1(a))/thirty-seven and a half (22.1(b)) (40/37.5) hours per week exclusive of the assigned meal period.**

**4.2 A part time employee shall be defined as one hired to work on a regular or occasional basis but who works less than forty/thirty-seven and a half (40/37.5) hours per week. Nothing precludes the Company from assigning a part time employee to 40/37.5 hours per week to temporarily replace a full time employee in the case of vacations, leaves of absence, illness or in the case of temporary increases in work assignments. Written notice of the duration of employment shall be given to the employee and to the Union at the time of hiring and at the time of any change to the duration of employment. The notice to the Union shall include the name of the employee, the classification and location of employment and, if applicable, the project for which the employee is being hired. The Company shall not engage part time employees if such action results in the displacement of a full time employee or failure to fill a full time position. The provisions of this Agreement shall apply to part time employees, except as follows:**

**(a) Seniority –Company seniority will be applied separately for part-time employees as a group distinct from full-time employees. Calculation of seniority shall be based on actual hours worked from the date of hiring in a bargaining unit classification. Where a part time employee is subsequently hired as a full time employee without a break in service of more than ninety (90) days, the employee, after successful completion of their probationary period, shall be credited for seniority and service purposes with all hours worked while employed as a part time employee. Part time employees who are hired full time in the classification in which they are regularly**

performing part time work shall be credited with up to one half of their full time probationary period based on their part time hours in the respective classification.

- (b) **Hours of Work** – The minimum work week and tour of duty provisions of Article 22.1 shall not apply. Part time employees shall be subject to a minimum tour of duty of three (3) hours and may be scheduled for a tour of duty up to 12 hours. Part time employees shall not be scheduled for at least two (2) days each work week which need not be consecutive days.
- (c) **Overtime** – All time worked in excess of the scheduled tour of duty in any one (1) day or in excess of forty/thirty-seven and a half (40/37.5) hours in a work week shall be paid at one and one-half (1½) times the basic hourly rate of the employee for the first four (4) hours of overtime and two (2) times the basic hourly rate for any overtime hours in excess of four (4) hours in a tour of duty.
- (d) **Vacation Pay** – Articles 20 shall not apply regarding scheduling and using vacation credits however the employee shall receive a percentage of his/her gross wages in lieu of vacations according to their total accumulated part time hours and the chart in Article 20.1.
- (e) **Paid Holidays** – An employee is not entitled to be paid for a holiday on which they do not work unless they have worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday. Pay for such holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days the employee has worked immediately preceding the holiday.
- (f) **Health and Welfare** – Part-time employees shall receive sixty-six cents (66¢) per hour, not to be added to the base rate, for each hour worked in lieu of the benefits contained in Article 15.3.2.
- (g) **Wages** – Employees shall be paid on an hourly basis at the applicable rate, based on 1/173.3 or 1/162.5 of their monthly rate.

**Lay-Offs** - Article 9 shall not apply however, when part-time employees are laid off, it is agreed that the following shall be applicable:

**1:** Part time employees working on a regular weekly basis shall be given two (2) weeks notice in advance of the proposed layoff, or two (2) weeks pay in lieu of notice [based on the average number of hours worked in the previous thirty (30) days.

**2: Part time employees hired to work due to child care leave, leave of absence, vacation or maternity leave or a specific project for a specific period of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate part time employees under this clause by giving two (2) weeks notice or two (2) weeks pay in lieu of notice for durations of six (6) months or less and if the duration is longer than six (6) months the Company may terminate the temporary employment by giving four (4) weeks notice or four (4) weeks pay in lieu of notice.**

**3: Part time employees hired on a daily or on a sporadic basis will not require notice of layoff due to the nature of their assignment.**

**(i)\_ Article 14 Technological Change shall not apply.**

**(j) With respect to Article 24.6, the part-time employee concerned shall advise the Company th**

#### **ARTICLE 5 - Probationary Period**

**5.1 Probationary employees: Full time employees shall be probationary employees for a period of three (3) months from the commencement of their employment with the Company. "On Air" employees shall be probationary employees for a period of six (6) months from the commencement of their employment with the Company. 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.**

**5.2 Part time employees shall be probationary employees for a period of five hundred and twenty (520) hours worked from the commencement of their employment with the Company and the Company may extend the probationary period for an additional five hundred and twenty (520) hours.**

**Time lost by full time probationary employees may be discounted from their probationary period. The Company may release a probationary employee at any time during their initial or extended probationary period without notice or pay in lieu thereof for reasonable cause.**

#### **ARTICLE 6 – Management Rights**

**6.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:**

**(a) to set the broadcasting policy and broadcasting standards of the Company;**

(b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable cause, provided that a claim by an employee that he/she has been demoted, disciplined, suspended or discharged without just and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

**6.2** The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operation, the content of programmes, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company subject to the expressed provisions of this Agreement.

**6.3** Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

## **ARTICLE 7 – Union Rights & Recognition**

**7.1** **No employee shall be required to become or remain a member of the union as a condition of employment.**

**7.1.2** The Company agrees to deduct from the wages of employees who are members and in positions covered by the Agreement, on the last payroll period in each calendar month, the monthly dues and initiation fees as are levied on the members of the Union in accordance with its Constitution and Bylaws.

**7.1.3** All other employees in positions covered under the terms of this Agreement shall as a condition of employment have deducted from their pay the equivalent sum of monthly Union dues. It is understood and agreed by the parties hereto that the above check off does not compel the employee to become a member of the Union.

**7.1.4** The Company agrees to remit the monies so deducted to the Union, monthly, by cheque. The Company shall remit such monies by the 15<sup>th</sup> day of the month following the month for which the monies are deducted, accompanied by a list of employees from whom such deductions have been made.



The Company agrees to provide the Union with a list of names and addresses of all Bargaining Unit employees during March of each year and to advise the Union in writing of any changes, additions or deletions from the list on a regular basis.

**7.1.5** The above deductions shall not accumulate and will be deducted only as long as an employee is receiving salary from the employer.

**7.1.6** It is understood that the Union will save the Company harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.

**7.2 Notices to Union** - The Company shall mail to the Union one copy of the following:

- (a) Notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an employee's file within the bargaining unit, unless the employee requests otherwise, in writing, and a copy of this request will be faxed to the Union within five (5) working days.
- (c) Any notice directed to employees pertaining to a change in the application or agreed interpretation of this Agreement.

(d) The Company shall, when notifying a person of his/her acceptance as an employee, provide an Employment Letter detailing the starting rate of pay and the classification to which he/she is assigned. **The letter may also contain Company policies.** A copy of this notice shall be sent to the Union. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

**7.3 Union Access to Premises** - Representatives of the Union shall have access to the Company's premises during work hours for a stated purpose provided that prior approval of management has been obtained.

**7.4 Bulletin Boards** - The Company agrees to the posting by the Union on bulletin boards of: announcements regarding elections, meetings, local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company. **Such notices may also be sent to employees via the Company email system provided such notices are authorized by the Company.**

**7.5 Leave for Union Activities** - Upon request by the Union, leave without pay will be granted to any employee duly authorized to represent employees of this bargaining unit at Executive Council meetings or Conventions of the Union and Labour Education Seminars. A written request for such leave shall be submitted at least twenty (20) days in advance. Such leave shall be limited to a total of three (3) employees from different job classifications at any one time, and to a maximum aggregate total of thirty (30) working days in any calendar year.

**7.5.1** Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to three (3) employees to attend negotiating sessions with the Company. A written request for such release shall be submitted fourteen (14) days in advance of the first meeting. It is recognized that the scheduling of such meetings is subject to mutual agreement. The Company shall not be responsible for payment of penalties resulting from changes of shift to enable the release of such employees.

## **ARTICLE 8 – Non Discrimination**

**8** There shall be no discrimination by the Company or the Union in respect to any employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, sexual orientation, marital status or membership or non-membership in the Union.

## ARTICLE 9 – No Strike Clause

- 9.1** The Union will not cause nor permit its members to cause, nor will any member of the bargaining unit take part in, a slowdown or a strike, either a sit-down or stay-in or any kind of cessation of work or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, while this Agreement is in force. The Company will not cause nor permit its employees to cause, engage in or permit, a lockout of any of its employees within the bargaining unit while this Agreement is in force.
- 9.2** The Company will not require any employees to perform the duties of any other person who is engaged in a lawful strike, expressly for the purposes of strike breaking, or to originate a programme or programmes expressly for the purpose of strike breaking. This clause will not apply in those instances where the Company shares transmission facilities with another company whose employees have gone on a lawful strike. In such event, the Company shall have the right to require its employees to perform only such work as is necessary to ensure the continuous and uninterrupted transmission of the Company's broadcasts.

## ARTICLE 10 – Grievance Procedure

- 10.1** 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.
- 10.2** The parties recognize that any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following articles on grievance procedure.
- 10.2.1** A grievance shall be submitted no later than ten (10) days following the event or circumstances giving rise to the grievance.

**Step 1:**Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate supervisor or Department Manager with the object of resolving the grievance. An employee may have a Union Steward assist in this discussion. A written response shall be made to the employee, with a copy to the Union, within ten (10) days.

**Step 2:**In the event that the grievance is not recorded as settled within ten (10) days of the written response in Step 1, the grievance shall be submitted in writing, stating the nature of the grievance and the remedy sought to the Human Resources Manager or her designee. The Company Grievance Committee shall meet within ten (10) days with the Local Grievance Committee consisting of not more than three (3) members.

Every effort will be made to settle the grievance at one meeting but it may be that additional meetings may be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.

**Step 3:** In the event that the representatives of the Company and the Union cannot reach agreement, either party may, upon notice by registered mail or fax to the other, but no later than twenty (20) days after the final meeting in Step 3 submit the grievance to final and binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) days delay, then either party may apply to the CIRB to have an arbitrator appointed.

The cost and/or expense of such arbitration shall be borne equally by the Company and the Union.

- 10.3** An arbitrator to whom any grievance may be submitted, in accordance with this article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.
- 10.3.1** If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the discipline, suspension or the discharge of an employee, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.
- 10.4** If either the Company or the Union considers that this Agreement is being misunderstood, misinterpreted, or violated in any respect by the other party, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union, and if not satisfactorily settled within twenty (20) days of the above meeting, either party may refer the matter to arbitration as provided in Step 3 of Section **10.2.1**.
- 10.5 Time Limits** - The time limits specified in this Grievance procedure shall be counted in working days, excluding Saturdays, Sundays and statutory holidays and vacations of the employee concerned at the Step 1 level and may be extended or modified by the mutual written agreement of the parties.

- 10.6** Employees who are members of the Grievance Committee or the grievor(s) shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company. It is understood that such meetings may be held at times when employees are not scheduled to work.

#### **ARTICLE 11 - Corrective Action**

- 11.1** The Company may give an employee a written warning notice for any breach of discipline of a serious nature. An employee other than those serving a probationary period shall not be disciplined or discharged except for just cause and the employee shall be notified thereof with reasons supplied in writing.

A probationary employee can be terminated without notice. The Company agrees that it shall not take such action in bad faith, or in an arbitrary or discriminatory manner.

Copies of all warning notices, or notices of discharge, suspension or other discipline shall be sent to the Union provided the employee consents to such. Any discharge, suspension or other discipline may be the subject of a grievance and be processed in accordance with the grievance procedure of this Agreement. Any written reply from an employee in regards to the above notices will become a part of that employee's file. Such caution or reprimand notices will be removed from the employee's file after a period of two (2) years, provided there has not been an occurrence of a related incident given rise to issuance of a warning notice within the two (2) year period.

- 11.2** Names of employees who receive a disciplinary notice will be forwarded to IBEW Chief Shop Steward when the letter is given to the employee **unless the employee specifically requests that the union not be notified.**

#### **ARTICLE 12 - Care and Precaution**

- 12.1** **Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of Company premises and equipment. The employee shall report any loss and damage of equipment immediately to their Supervisor.**
- 12.2** **Employees shall not use Company premises, vehicles, equipment or supplies for other than the business of the Company except with the prior written approval of the Company.**

## ARTICLE 13 – Seniority Rights

**13.1** Company seniority for full-time employees shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by its predecessor, and shall be equal to the length of continuous service with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

Company seniority for part-time employees shall commence in the same manner as for full-time employees, but shall be equal to the length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of thirty (30) days.

**13.1.1** Seniority shall not be established until the probationary period and any extension thereof, as set out in Article 5, has been served but shall then be calculated from the date of employment.

**13.1.2** Seniority shall exist but not accumulate during any leave of absence approved by the Company except as provided in this Agreement.

**13.1.3** **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 (12) 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 known address.**
- (f) has been on long term disability continuously for more than 18 months.**

**13.2 Vacancies** - Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a

notice of vacancy which will include the proposed job title, (which may subsequently be revised without re-posting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period.

**13.2.1** Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

**13.2.2** An employee who is promoted or transferred to another position shall be on trial for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised, in writing, that the promotion or transfer has been confirmed.

**13.2.3** Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.

**13.4 Discharge and Demotion** - The discharge or demotion of any employee, except for probationary employees as provided in Article 5.2 shall only be for just and sufficient cause.

**13.5 Layoffs** - When layoffs are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off. Layoffs shall proceed in inverse order of Company seniority within those job classifications in Article 26, unless otherwise determined by mutual agreement of the parties. **The Union agrees the Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 13.5.2. The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with article 13.5.2) if it would prevent the layoff of a junior employee.**

**13.5.1** The Company shall advise the employee and the Union at least four (4) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation, or in lieu of such notice shall pay the employee four (4) weeks pay, or the amount which deducts the time worked by the employee during such notice period (for example - if two weeks are worked, then only two weeks shall be paid), plus severance pay and accrued vacation pay. Employees who elect to receive severance pay in accordance with Article 13.5.2 will be deemed to have been terminated and abandoned any recall rights (Article 13.6).

NOTE NO BUMPING PROVISIONS

**13.5.2** Employees laid off, **who do not elect to retain recall rights**, shall be deemed terminated pursuant to any statute, and will receive severance pay equal to **three (3)** weeks for each year of continuous service to a maximum of **36** weeks salary. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

**13.6 Re-engagement of Laid-Off Employees** – Employees **who elect to retain recall rights** shall have recall rights as follows:

- (a) Employees with less than one (1) year seniority will retain recall rights for six (6) months.
- (b) Employees with more than one (1) year seniority will retain recall rights for twelve (12) months.

**An employee on recall may elect to forfeit her/his recall rights at anytime and upon written notice of such to the Company the employee shall be paid severance pay as per Article 13.5.2. An employee shall receive severance pay as per Article 13.5.2 following the expiration of the employee's recall rights.**

**13.6.1** When full-time vacancies occur, the Company agrees to recall former employees **who have recall rights in accordance with Article 13.6** and who have the occupational qualifications to fill the vacancy, in order of Company seniority. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification.

**13.6.2** The Company's responsibility will be considered fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. If the employees do not advise the company of their intentions within five (5) calendar days and return to work within a further seven (7) calendar days of the date of the recall notice, or on the date specified in the recall notice whichever is the later, or make alternate arrangements which are mutually acceptable, the employee will have waived that recall.

An employee who may not be available for recall for personal or other reasons, and has not advised the Company, shall be deemed to have abandoned all recall rights.

**13.7** If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.



## **ARTICLE 14 - Technological Change**

**14.1 Technological change shall be defined as:**

- (a) The introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and**
- (b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.**

**14.2 Where the Employer proposes to effect a technological change it shall give notice to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be effected. Such notice shall be in writing and shall state:**

- (a) a detailed description of the nature of the technological change;**
- (b) the rationale for the change;**
- (c) the date upon which the Employer proposes to effect the technological change;**
- (d) the approximate number and type of employees likely to be affected by the technological change;**
- (e) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;**
- (f) the name of each employee likely to be affected.**

**14.3 Upon receipt of such notice as set out in Article 14.2 the Employer and the Union shall arrange a meeting or meetings for the purpose of reasonably mitigating the effects of the technological change.**

**14.4 Employees who are terminated due to technological change shall receive severance pay in accordance with Article 13.5.2.**

## **ARTICLE 15 – Employee Benefits**

**15.1 Sick Leave** - An employee who is absent from work for any reason without prior authorization is required to contact his or her supervisor or designate on a daily basis giving the reason for his/her absence, as soon as possible before the shift is to start, in no case less than 30 minutes.

**15.2 Where the Employer has reasonable grounds to believe that an employee's reported illness may not be illness of a bona fide nature, or where the employee's attendance for reasons attributable to illness has become irregular, the Employer may require medical evidence in respect of an absence from work attributable to illness. An employee shall be advised as early as reasonably possible, but not later than the end of his/her scheduled shift, that medical evidence is required.**

**Change based on right and reasons.**

### **15.3 Group Benefits**

15.3.1 When an employee suffers an accident while on duty, for which he is entitled to compensation under the Workers' Compensation Board, basic wages will be paid from the first day after the accident. Thereafter, payment will be made at the equivalent of the compensation allowed by the Workers' Compensation Board. All accidents sustained while on duty shall be reported as soon as possible in order that the Compensation Board may be notified.

**15.3.2 Group Benefits Insurance Plan - The Union recognizes the benefits contained in the CHUM Limited Employee Benefit Plan (Policy Number 2190 Division 0064) for full time employees covered by this agreement in respect to:**

**Life Insurance  
Disability Income  
Hospital Expense Benefit  
Medical and Dental Care Benefits  
Continuation of Medical Benefits  
Accidental Death and Dismemberment Insurance  
Employee Assistance Program**

**The Company agrees to pay (one hundred percent) 100% of the cost of the premiums for the Plan covering employees, their spouses and children. The Company will not reduce any of the benefits contained therein during the life of this Agreement without the approval of the Union.**

### **15.3.3 Alberta Health Care Insurance Plan**

For all full time employees who are enrolled or who become enrolled in the Alberta Health Care Insurance Plan, the Company shall pay **67%** of the plan premiums and the employee shall pay the balance of the premiums through payroll deductions.

**15.3.4** Part-time employees, as per **Article 4.2 (f)**, will receive \$0.66 cents per hour in lieu of such benefits, **which shall not be part of the base rate.**

## ARTICLE 16 - Special Leave

16.1 **Maternity/Parental Leave eligibility** shall be granted in accordance with the *Canada Labour Code*. **Eligible employees must:**

- a be full-time having completed six (6) months of continuous service prior to the commencement of the Maternity/Parental Leave;**
- b provide a certificate from a qualified medical practitioner certifying that she is pregnant; or provide proof, in the case of adoption, that the employee will be responsible for the care of a child in accordance with the laws of the province;**
- c indicate a commitment to return to employment with the Company upon the expiration of the leave;**
- d provide written notice to the Company at least four (4) weeks' before the beginning of the leave, where reasonably possible, indicating the duration of the leave, and at least four (4) weeks written notice of the return to work date;**

**Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave;**

**Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations;**

- (i) The aggregate amount of leave that may be taken by the birth mother under pregnancy and**
- (ii) Under the pregnancy and parental leave provisions, an employee may elect to take a shorter leave;**
- (iii) An employee absent on maternity/parental leave shall be entitled to all the rights and benefi**

**16.1.2 Benefits under this article shall be available to same-sex couples.**

**16.1.3** An employee returning from leave of absence without pay pursuant to Article 16.1 shall have all service credits bridged and be reinstated in their former position at not less than the same salary they received prior to the leave of absence and at the same level of benefits that is applicable to employees in their employment category. Employees will be required to provide the Company with two (2) weeks notice of their intention to return to work.

**16.1.4** An employee who has been granted leave without pay pursuant to Article **16.1** shall authorize the Company to deduct from his/her pay cheque the necessary funds required to cover one month's union dues payable during the period of absence.

When an employee returns to work the Company will automatically start deduction of union dues.

#### Administrative problems

**16.1.5** Where both parents are employees of the Company only one employee may be granted leave at one time pursuant to Article **16.1** with respect to birth or adoption of a child.

**16.1.6** An employee who at the commencement of Maternity Leave is participating in the Alberta Health Care Insurance Plan, and the Group Benefits Insurance Plan shall continue to be covered under these plans throughout the total period the employee is on Maternity Leave and the Company and the employee premium contributions, if applicable, shall continue. **Vacation credits shall accrue during maternity leave however such credits are for unpaid time off only.**

**16.2 Bereavement Leave** - in the case of a death in the immediate family, an employee may be given time off with pay **up to** a maximum of **five (5)** working days. In granting leave, the Department Manager shall consider, where applicable, travel time and employee's obligation re: funeral arrangements, settling estates, etc. The term "immediate family" shall be interpreted to mean a father, mother, sister or brother, spouse including common-law, son or daughter, mother-in-law or father-in-law, grandfather or grandmother. In addition, other relatives may be given consideration when requested through the immediate supervisor.

- Note:
- (a) Where circumstances may warrant leave without pay in addition to bereavement leave, approval will be given immediate consideration by the Department Manager.
  - (b) Should a holiday fall during a period of bereavement, the time of bereavement leave **shall not include such a holiday.**
  - (c) Bereavement during a regular vacation period shall extend the vacation entitlement by the amount of days allowed for bereavement leave in accordance with the foregoing.
  - (d) Consideration, on request, will be given for time off of one-half (1/2) day with pay to attend the funeral in the case of the death of a friend, working associate or relative not covered under this clause.

- 16.3** The Company will consider requests for specified leave for emergencies (e.g. birth of a child, critical illness in the immediate family), however, the granting and payment for such leave will be at the sole discretion of the Company.
- 16.4** The Company will consider requests for time off for medical, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to make such appointments outside of the working schedules. Periods of approved absence for up to one-half day may be granted by the Company without reduction to Casual Illness entitlements.

Where extenuating medical circumstances prevent the employee from returning to work within that workday, the Company may extend the absence up to one day without reduction to Casual Illness entitlements.

- 16.5 Witness or Jury Duty** - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service, provided the employees return to work if they are released from jury duty prior to 1:00 p.m. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service. A copy of the subpoena must be provided.

**16.6 Leave of Absence:**

- (a) The company will consider, on an individual basis, all requests for short and long term leave of absence without pay.
- (b) The granting of such leave will be at the sole discretion of the Company.

### **ARTICLE 17 - Education and Training**

- 17** The Company encourages all employees to expand their knowledge through either formal education or special courses and seminars. The Company will reimburse an employee for one-half (1/2) of the cost of the program, providing that:
- (a) The course, seminar or continuing education program must be approved in advance and must relate to the job classification of the employee, or directly further the employee's advancement within the Company.
- (b) The course, seminar or continuing education program must be successfully completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.

If the Company requests that an employee attend a particular course, seminar or continuing education program, and the employee agrees, the Company will pay one hundred percent (100%) of the costs.

## ARTICLE 18 – Outside Activities

- 18.1 **Outside Activities** - The first professional obligation of full-time and regular part-time employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in direct competition with the Company or when such activities would create a conflict of interest (unless prior **written** approval is obtained from the Company) and provided these outside activities do not interfere with their service to the Company.

## ARTICLE 19 – Travel Provisions and Expenses

- 19.1 **Transportation** - The Company shall reimburse the employees for all necessary travelling, meals and other expenses when such travel is authorized by the Company as detailed in this Article and in accordance with Company Policy. If an employee wishes to use their own automobile for transportation in connection with their assigned duties, such use must be previously authorized before reimbursement will be made. In such authorized cases the Company shall pay reimbursement at the rate of thirty-seven cents (37¢) per kilometer, with a minimum payment of three dollars (\$3.00) per day.
- 19.2 **Travelling Time Credits** - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

- (a) When the employee departs from home, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.
- (b) When the employee departs from his normal place of employment to travel on a common carrier, from the time the employee reported to his normal place of employment to the time of arrival of the common carrier at the final destination.
- (c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

19.3 Where an employee is on assignment at a location beyond fifty (50) kilometers of the City of Edmonton during a normal meal period, the employee shall be reimbursed for the cost of the meal upon the presentation of a receipt to the following maximums:

Breakfast	\$7.50
Lunch	\$10.00
Dinner	\$17.50

19.4 The amounts set out in Article 19.3 shall be paid in U.S. dollars for trips to the United States.

19.5 Employees travelling as part of their work schedule who are required to stay overnight shall be allowed individual accommodations where possible for such stays.

### ARTICLE 20 – Annual Vacation and Paid Holidays

20.1 **Annual Vacations** - Full-time employees shall be entitled to an annual vacation with pay on the basis of vacation credits computed as of June 30th of each calendar year and earned in the following manner:

- (a) Less than twelve (12) months continuous employment - one (1) day per month to a maximum of ten (10) working days [i.e., two (2) calendar weeks].
- (b) Twelve (12) months or more, but less than eighty-four (84) months of continuous employment [one (1) year to seven (7) years] - fifteen (15) working days [i.e., three (3) calendar weeks].
- (c) Eighty-four (84) months (7 years) or more, but less than two hundred and four (204) months of continuous employment (7 years to 17 years) - twenty (20) working days [i.e., four (4) calendar weeks].
- (d) Five (5) weeks vacation after seventeen (17) years of service.

<b>Service: Company Seniority computed as of June 30 of each year</b>	<b>RECAP Duration of vacation in working days (8 hrs. or 7½ hrs.)</b>	<b>% of basic annual earnings</b>
Less than 12 months	1 day per month	4%
12 to 84 months	15 days	6 %
84 months to 204 months	20 days	8%
204 months and over	25 days	10%

20.2 Part-time employees or occasional and project contract employees will receive as vacation pay, four percent (4%) of their basic wages earned, in lieu of vacations. Part-



time employees who have completed service requirements, in accordance with Article 13.1, will receive eight percent (8%) of basic wages after seven (7) years, and ten percent (10%) of basic wages after seventeen (17) years. Accrued vacation pay will be calculated and dispersed during each pay period.

**20.3** If employment is terminated for any reason, accrued vacation credits shall be paid out at the salary rate at which they were earned.

**20.4 Scheduling of Annual Vacation** - The Company shall have the right to determine the number of employees which may be released for vacation from any job classification at any one time. Preference shall be given on the basis of Company seniority within the job classification, providing that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Company seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time by submitting their request to their supervisor at least sixty (60) days in advance of the proposed vacation period. The Company shall confirm the vacation period at least thirty (30) days in advance. When the projected vacation period is to begin or end during the months of July or August, the request must be submitted prior to April 1st, otherwise preference on the basis of Company seniority will not exist.

Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st. Vacation requests on short notice will be considered as in the past.

**20.4.1** Employees shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively and request for additional consecutive vacation leave will not be unreasonably denied.

**20.4.2** The vacation year shall be from July 1st to June 30th and employees must use vacation entitlements in the vacation year in which they apply. If this is not done the Company may assign the vacation upon two weeks advance notice. However, with management approval, a maximum of 5 days of one year's entitlement may be carried over to the subsequent year provided the employee submits a written request with reasons to use the carry over and next year's entitlement by the end of the next vacation year. In special circumstances, with management approval, employees can borrow up to 50% of their entitlement from their following annual leave year.

## ARTICLE 21 – Paid Holidays

### 21.1 Paid Holidays - The Company recognizes the following as paid holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

Plus any day duly proclaimed by the Federal or Provincial Authority as a public holiday. In addition to the holidays listed above, one (1) additional holiday will be granted and taken at the mutual discretion of the employee and the Company. In the case of new employees, the additional holiday shall be credited after six (6) months company seniority. The credited additional holiday shall be taken within the calendar year in which it was earned.

When one of the holidays listed above falls on a Sunday and the day following is proclaimed a holiday by the Federal or Provincial Government, the Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

#### Confusing

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice, request that one of the paid holidays, or a floating holiday, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

**An employee is not entitled to general holiday pay (stat holiday) if the employee is absent from employment without the consent of the employer on the employee's last regular work day preceding, or employee's first regular work day following a general holiday, unless the employee provides a doctor's certificate.**

### 21.2 Full-time employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, the employee shall receive his/her normal basic pay for such day.
- (b) If the holiday falls on the employee's scheduled day off or during a vacation period, the employee may add one (1) day to his/her annual vacation or be given one (1) day off with pay at a mutually agreeable time.

(c) If a holiday falls on a scheduled workday and the employee is required to work, the employee shall receive two and one-half (2½) times the basic rate.

(d) If the holiday falls on a scheduled day off and the employee is required to work, the employee shall be paid at the overtime rate.

**21.3 Prior to November 1<sup>st</sup> of each year, the Company 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 Company 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.**

**21.3.1 The Christmas and New Year's Day schedule will be posted not later than November 15<sup>th</sup> and except for unforeseen or mitigating circumstance, shall not be changed after the schedule has been posted.**

**21.3.2 Where an employee does not indicate their preference by the said date, the Company 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.**

## **ARTICLE 22 – Hours And Scheduling Of Work**

### **22.1 Work Week**

(a) Operations, Technical and Production Staff - *defined as employees in Group A, B, C, D, E, F and H, excluding those listed in 25.1 (b)*. For full-time employees in each twenty-one (21) day calendar period there shall be one hundred and twenty (120) hours of work commencing at 12:01 a.m. Monday. The work day shall be a minimum of eight (8) hours exclusive of the first meal periods, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. During this twenty-one (21) day calendar period there shall be six (6), eight (8) or nine (9) days off which will be scheduled in blocks of two (2) or more consecutive days. If days off are scheduled before and after a paid holiday and the employee is not required to work the paid holiday, the days off will be considered to have been scheduled consecutively.

(b) Clerical and Administrative Staff - The work day shall be a minimum of seven and one half (7½) hours exclusive of meal periods for employees in these classifications: Accountant, Library Technician, Programming Assistant, Customer Service Representative, Office Services Coordinator, General Duties Clerk, Broadcast Library Clerk, Accounts Clerk, Secretary, Switchboard/Receptionist, Data Operator, Shipper/Driver.

**22.1.2 Agreed Schedules** - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or workday. To this end, the Company

will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 25 and meal provisions of Article 26 and any other Articles affected will be modified as required. Any such agreements will be put, in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work period by either the Company or the employees giving reasonable notice prior to the work period in question. This return to the normal work period will be made at the earliest possible date.

**22.2 Tour of Duty** - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter (¼) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts **except by mutual agreement between an employee and her/his supervisor**, however, part-time employees may elect to accept more than one assignment in a day.

**22.3 Overtime Computation** - All time worked in excess of the regularly scheduled tour of duty, as provided in Articles 25.1 and 25.1.1, in any one (1) day shall be paid at one and one-half (1½) times the basic hourly rate of the employee. An additional half (½) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours overtime worked, in any tour of duty.

An employee assigned to work on a regularly scheduled day off shall be paid at one and one-half (1½) times the basic hourly rate for the first 12 consecutive hours. Two (2) times the basic hourly rate will be paid for hours worked in excess of 12 consecutive hours.

**22.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.

**22.3.2** An employee working overtime may elect to receive:

- a) such overtime at the appropriate rate;
- b) **time off equivalent to the hours worked e.g. four (4) hours overtime worked equates to four (4) banked hours;**
- c) the banked time shall not exceed one (1) week's hours at any time;
- d) time off or banked overtime must be cleared by August 31st of each calendar year, **any unused banked time shall be paid out at the applicable overtime rate for such remaining banked hours;**
- e) vacation requests will take precedence over banked overtime requests.

**22.4 Posting of Schedules** - Each employee's work schedule shall be posted by 5:00 p.m. **four (4)** (10 at City) working days in advance of the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Where work schedules are the same from week to week, a new schedule is not required. Days off may be changed with mutual consent.

Notice of change of start time, whether it be advanced or delayed, shall be given no later than four (4) hours into a posted shift one day prior to the day in question. When an employee is off duty, the Company will be deemed to have given notice when such notice is posted, and the Company has made every reasonable effort to reach the employee. If the employee is on duty the Company will notify the employee directly. If notice is not given the employee shall be credited with all hours originally scheduled plus additional hours at an additional one-half (½) the basic rate.

The notice referred to above shall not apply where an unforeseen circumstance beyond the control of the Employer prevails on the day in questions (including the first day of relief for another employee in the case of unexpected absence) or where there is mutual agreement between the Employer and the employee to waive the notice.

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

**22.5 Scheduled Days Off** - The Company shall make every effort to schedule the days off on weekends as frequently as possible, but days off may be scheduled in separate work weeks (eg. Sunday/Monday). A day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. 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. Or any further days off in separate work week shall be further defined as three (3) days off, seventy-two (72) hours plus twelve (12) hours turnaround totalling eighty-four (84) hours, four (4) days off, ninety-six (96) hours plus twelve (12) hours turnaround totalling one hundred and eight (108) hours, etc.

**22.6 Turnaround** - A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty or between the end of a callback and the commencement of the next tour of duty.

**22.6.1** All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (½) the basic hourly rate computed separately from the workweek except as provided in Article 14.6.2.

**22.6.2** 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 day off.
- (b) On a shift where an employee is released from duty to attend labour/management meetings.
- (c) To employees who are self-assigning, except where such employees are scheduled by the Company, or where the work requirements create overtime hours that are beyond the control of the employee that results in encroachment, and where such overtime is authorized or approved by the Company.

**22.7 Call Back** - Should an employee who has completed a tour of duty be called back to work, the employee shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours.

**22.8** It is recognized that the Company may from time to time require employees to perform work in a job classification other than their regular classification. Employees who perform in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

#### Negative language

**22.9 Temporary Upgrades** - In the event that an employee is temporarily assigned to perform work for a period of more than one (1) hour, and not for purposes of training, in a higher classification than that to which he/she is permanently assigned, in or outside the bargaining unit, the employee shall be paid one dollar (\$1.00) per hour for each wage group above the group to which the employee is assigned to a maximum rate of four dollars (\$4.00) per hour for all hours worked with a minimum credit of two (2) hours. This clause shall not be used for the purpose of reducing the number of employees in the job classifications to which such employee is being upgraded. At the time of assignment to a higher classification, an employee shall be verbally advised of his/her temporary upgrading.

#### Administratively burdensome

**22.10 Night Differential** - Employees shall be paid a night differential of one dollar (**\$1.00**) (was \$1.95 under former Access agreement) per hour for work performed between the hours of 12:00 midnight and 6:00 a.m. with a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic pay. When working unapproved overtime, night differential is not paid.

### ARTICLE 23 - Safety

**23 Safety** - Safe working conditions and practices are the mutual responsibility of the Company and employee. Accordingly:

- (a) The Company shall ensure as far as it is reasonably practicable to do so:
  - (i) the health and safety of employees.
  - (ii) that employees are aware of their responsibilities and duties under the Occupational Health and Safety Act and the applicable regulations.
  - (iii) that it provide proper and appropriate safety equipment where required.

- (b) Every employee shall:
  - (i) take reasonable care to protect the health and safety of himself/herself and of other workers present while he/she is working.
  - (ii) cooperate with his employer for the purposes of protecting the health and safety of him/herself and other workers engaged in the work or present at the worksite of the employer.
- (c) No employee shall be expected or required to perform any hazardous tasks or use any equipment for which he/she is not properly instructed.
- (e) A Joint Health and Safety Committee **consisting of not less than two (2) management and two (2) union representatives** will be established to discuss worksite health and safety concerns and to make recommendations to management **as per the Canada Labour Code**.

**23.1 The Company agrees to provide winter parkas and gloves and necessary safety devices for employees who work outside on assignments (i.e. remotes, ENG/EFP shoots, maintenance) where conditions require their use.**

#### **ARTICLE 24 – Meal Periods And Break Periods**

**24.1 First Meal Period – Employees who work an 8 hour tour of duty shall have a meal period of not less than 30 minutes and not more than one (1) hour. Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour.**

**24.2 Second and Succeeding Meal Period -**

- (a) **Employees who are not on a regular twelve (12) hour tour of duty and are required to work more than a ten (10) hour tour of duty will be assigned a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes.**
- (b) An additional meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be assigned when employees are required to work more than a fifteen (15) hour tour of duty.

**24.2.1** Ten dollars and fifty cents (\$10.50) shall be paid to compensate for the cost of this second or succeeding meal.

**24.3 Meal Displacement Penalty -** When an employee has not been given a meal period the employee shall be compensated an additional thirty (30) minutes or sixty (60) minutes, depending on the length of the meal period that should have been received, at one and one-half (1½) times the employee's basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.

**24.4 Rest Periods** - All employees shall be entitled to two (2) fifteen (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

## **ARTICLE 25 – General Wage Provisions And Wages**

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

**25.2 Progression/Merit**

**25.2.1** Progression within the salary schedule within each classification shall:

- (a) be subject to a formal work performance review by management and/or supervisory staff on or before the employee’s annual anniversary date.
- (b) be awarded, at a minimum rate of **2.5%**, to employees who have received a satisfactory or better performance rating. If the performance review is not conducted, it is assumed that the employee has performed at a satisfactory rating and will be awarded an **2.5%** increase.
- (c) occur on the first day of the month following the employee’s annual anniversary date of hire, transfer or promotion to the wage classification.

**25.2.2** Employees who have not reached the maximum of their salary range and their job performance is noted as **exceeding job requirements** will also receive a merit increase of the lesser of **1.5%**, or such a percentage which results in the employee reaching the top of the scale.

**25.3** When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale on the first day of the next complete pay period and receive a salary increase of at least **2.5%**. (at least 5% at CityT)

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**25.4** Approximately one-half (1/2) of the employee’s regular net monthly salary will be paid on the 15th of the month and the balance on the last day of the month by cheque or bank deposit. Where the 15th or the last day of the month falls on a Saturday, Sunday or a legal banking holiday the payment will be made the previous Friday. Overtime and penalty payments will be made in conjunction with the regular salary payments approximately two (2) weeks following the submission of time Cards.

**25.4.1** Unless the Company decides otherwise, employees shall, on a weekly basis, complete and submit their time sheets on the forms provided by the Company.

**25.4.2** It is the responsibility of the employee to make claims for any and all premiums, bonuses and/or penalties (collectively referred to as “Additional Pay”) owed to them by



the Company. Employees must indicate any and all Additional Pay claimed on the time sheet submitted for the week in which such Additional Pay was earned. The time sheets as submitted by the employee shall be reviewed by the Company to ensure that the Agreement has been properly applied, based on the information contained on the time sheet. An employee will be advised of any changes made on his/her time sheet after his/her original submission and a photocopy will be provided the employee, if requested.

**25.5** In the event pay day(s) occur during an employees' vacation period an employee shall, upon four (4) weeks written notice, receive an advance on his/her pay prior to going on vacation.

**Administrativly burdensom**

## ARTICLE 26 - Wage Groups and Classifications

### 26.1 Wage

GROUPS AND CLASSIFICATIONS		<i>September 1, 2005</i>	<i>September 1, 2006</i>	<i>September 1, 2007</i>
			<b>2.0%</b>	<b>2.5%</b>
<b>GROUP A:</b> Operations Supervisor Technical Supervisor	<i>MIN.</i> <i>MAX.</i>	\$45,698 \$63,814	\$46,612 \$65,090	\$47,777 \$66,717
<b>GROUP B:</b> Creative Writer/Producer Director/Producer News Producer News Promotions Producer Producer/Editor Producer/Director Promotions Producer Reporter/Anchor Reporter/Anchor, Sports Reporter, News Reporter, Sports Supervisor, ENG Photographers Technician II Marketing Events Coord.	<i>MIN.</i> <i>MAX.</i>	\$43,523 \$61,242	\$44,393 \$62,467	\$45,502 \$64,029
<b>GROUP C:</b> Assignment Editor EFP Camera Operator Producer I Sr. TV Graphics Coordinator VTR Editor Videographer	<i>MIN.</i> <i>MAX.</i>	\$39,680 \$55,837	\$40,474 \$56,954	\$41,486 \$58,378
<b>GROUP D:</b> Accountant II Associate Producer Audio Operator Chyron Operator ENG Editor ENG Photographer Operations Floater Production Assistant II Switcher Technician I	<i>MIN.</i> <i>MAX.</i>	\$36,188 \$50,921	\$36,912 \$51,939	\$37,835 \$53,237

<b>GROUP E:</b> CCU Operator Library Technician Microwave Truck Operator Programming Assistant Studio Camera Operator VTR Operator Writer News Accountant I	<i>MIN.</i> <i>MAX.</i>	\$33,011 \$46,451	\$33,671 \$47,380	\$34,513 \$48,564
<b>GROUP F:</b> Customer Service Rep. Floor Director Production Assistant I Jnr. Television Graphics Coordinator	<i>MIN.</i> <i>MAX.</i>	\$30,126 \$42,390	\$30,729 \$43,328	\$31,497 \$44,319
<b>GROUP G:</b> General Duties Clerk	<i>MIN.</i> <i>MAX.</i>	\$27,501 \$38,700	\$28,051 \$39,474	\$28,752 \$40,461
<b>GROUP H:</b> Accounts Clerk Broadcast Library Clerk Data Operator Jr. Graphics Operator Production Clerk Secretary Switchboard/Receptionist	<i>MIN.</i> <i>MAX.</i>	\$26,368 \$35,334	\$26,895 \$36,041	\$27,568 \$36,942
<b>GROUP I:</b> Shipper/Driver	<i>MIN.</i> <i>MAX.</i>	\$24,090 \$32,283	\$24,572 \$32,929	\$25,186 \$33,752

**26.2** The rates in the above scales are minimum rates. Nothing in this Agreement shall prohibit the company from paying an employee any amount more than the minimum rates.

**26.3** For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080 or 1/1950 of the annual salary set forth above as per Article 14.1 (a) and (b).

## ARTICLE 27 – Effective Date And Duration

- 27.1** The term of this Agreement is for three (3) years and becomes effective as of the 1st day of November 2005 and shall remain in full force and effect until October 31, 2008. This agreement shall be automatically renewed from year to year thereafter unless notice in writing is given by either party to the other to negotiate a new agreement or to terminate this Agreement, not less than 60 days nor more than 120 days prior to the expiry date of this Agreement or any continuation thereof.
- 27.2** When a notice to negotiate a new agreement, or where a notice to terminate this Agreement is given, then the first negotiating meeting shall be held within 30 days after the notice is given.
- 27.3** Where a notice to negotiate or terminate is given, this Agreement and any continuation of it shall remain in full force and effect until a legal strike/lock-out date occurs following a no board report.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CKEM-TV, a division of CHUM Limited and  
Learning and Skills Television of  
Alberta Limited

Local 348, International Brotherhood  
of Electrical Workers

Date:

Date:

Letter of Understanding #1

**In order to practice productive labour relations and to prevent potential labour relations issues the Company and the Union shall meet on a quarterly basis. Each party shall form a committee of three (3) members, preferably bargaining committee members. The chairperson for each committee shall meet and prepare a meeting agenda no later than one (1) week prior to the next scheduled meeting. The committees shall discuss matters of mutual concern including: administration of the collective agreement; meaning /intent of agreement provisions; changing work requirements; new business opportunities; etc.**

**Union representatives on the committee shall be released from their respective duties, where applicable, without loss of pay to attend such meetings however no overtime will be paid.**

CKEM-TV, a division of CHUM Limited and  
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Local 348, International Brotherhood  
of Electrical Workers

Date:

Date:

Letter of Understanding #2

**When during the life of this Agreement both parties agree that a change is required to any article or item, a memorandum of agreement shall be drafted and mutually agreed to by both parties.**

CKEM-TV, a division of CHUM Limited and  
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Local 348, International Brotherhood  
of Electrical Workers

Date:

Date:

Letter of Understanding #3

**Re: Exclusions**

**1/ During negotiations for this Agreement the Company and the Union agreed that the following classifications shall be excluded from the bargaining unit:**

- B Senior News Producer**
- B Senior Assignment Editor**
- B Anchor**
- B Program Segment Host**
- B Sales Assistant**
- B Technical Supervisor**
- B Operations Supervisor**

**2/ In recognition of the current bargaining unit status of the employees listed in #2 above and with respect to the preference of these individuals regarding their unionized status, all of these employees shall remain bargaining unit members until such an employee informs the Company and the Union, in writing, that she/he no longer desires to be a bargaining unit member effective the day following receipt of the letter.**

**3/ Any employees hired into the classifications listed in #1 above following the effective date of this Agreement shall be excluded from the bargaining unit.**

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Date:

Date:

## Letter of Understanding #4

### Re: Anniversary Dates

As a consequence of the merging of the former A-Channel Edmonton/CEP and Learning and Skills Network/ IBEW collective agreements into this Agreement, and in recognition of the wage adjustments granted to former A-Channel employees, the following shall apply at the outset of this Agreement with respect to anniversary (Article 25.2.1) dates for employees hired prior to November 1, 2005;

- 1/ All former Learning and Skills employees' anniversary dates shall remain unchanged.
- 2/ All former A-Channel employees new anniversary date shall be September 1.

The hire date shall be the anniversary date for employees hired subsequent to November 1, 2005.

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Local 348, International Brotherhood  
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Date

Date:



## Letter of Understanding #5

### **GROUP RRSP – Learning and Skills Television Employees Hired Prior to November 1, 2005**

**The Company** will continue to offer the Group RRSP option to full-time employees of **Learning and Skills Television who were hired and were participating in the Group RRSP Plan prior to November 1, 2005**. The administrative costs of the plan are borne by the **Company**.

All participating employees will have sole control and direction of an individual RRSP within this plan. The individual plans are fully portable and accessible, within the regulations of the Income Tax Act.

**The Company** will match the Employee's contribution to the individual plan on the following basis:

- < in the first year, nil;
- < in the second year of service, to a maximum of 2% *of the employee's base salary* in the previous year;
- < in the third year of service, to a maximum of 4% *of the employee's base salary* in the previous year;
- < in the fifth and subsequent years of service, to a maximum of 6% *of the employee's base salary* in the previous year.

### **GROUP RRSP – All Other Employees**

**The Company will offer a Group RRSP option (the "Plan") to full-time employees who have completed at least one year of service with the Company and who were not eligible for the Learning and Skills Plan. The administrative costs of the plan are borne by the Company.**

**All participating employees will have sole control and direction of an individual RRSP within this Plan. The individual plans are fully portable and accessible, within the regulations of the Income Tax Act.**

**The Company will match the Employee's contribution to the individual plan to an annual maximum of \$3,500.00 on the following basis:**

- < **in the first year of participation in the Plan, to a maximum of 2% *of the employee's base salary* in the previous year;**
- < **in the 2nd year of participation in the Plan, to a maximum of 4% *of the employee's base salary* in the previous year;**

< **in the fifth and subsequent years of participation in the Plan, to a maximum of 6% of the employee's base salary in the previous year.**

**Employees may withdraw their respective contributions to the Plan subject to the Group Retirement Savings Plan Information Booklet however Company contributions are not vested until the completion of two (2) years participation in the Plan and cannot be withdrawn prior to termination of participation in the Plan.**

**Letter of Understanding # 6**  
**Re: Application of Article 25.2 for**  
**Former Learning & Skills Television employees**

**In recognition of the former Learning and Skills Television (LTA) collective agreement which was due to expire August 31, 2006 but was replaced by this Agreement effective November 1, 2005, the following shall apply regarding Article 25.2 during the period from November 1, 2005 to August 31, 2006 for former LTA employees:**

- 1. As per Letter of Understanding #4, former LTA employees' anniversary dates do not change as a consequence of this new Agreement.**
- 2. Any former LTA employee not at the maximum of the respective scale, who has an anniversary date between November 1, 2005 and August 31, 2006, shall be eligible for a minimum salary progression increase of 3% (25.2.1.(b)) and "exceeding job requirements" progression increase of 3% (25.2.2).**
- 3. Any former LTA employee at the maximum of the scale who has an anniversary date between November 1, 2005 and August 31, 2006 and who is rated as "exceeding requirements" shall be eligible for a bonus payment of 3% on a non-cumulative basis.**
- 4. Any former LTA employee transferred to a higher pay classification between November 1, 2005 and August 31, 2006, shall move into the higher salary scale on the first day of the next complete pay period and receive a salary increase of 3%.**

CKEM-TV, a division of CHUM Limited and  
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Local 348 International  
Brotherhood of  
Electrical Workers

Date

Date:

## Letter of Understanding #7

During negotiations for this Agreement the parties agreed to the following regarding Kelly Banks' election to assume the non-bargaining unit position of Senior News Producer, BT:

1. Directing is bargaining unit work.
2. In the event Kelly elects to leave the bargaining unit she will continue to direct the BT show without prejudice or precedent, as the Senior News Producer, BT.
3. No other Senior News Producer will direct television programs.

**MEMORANDUM OF AGREEMENT**

**Between**

**CKEM-TV, a division of CHUM Limited, and Learning and Skills Television of Alberta Limited**

**And**

**Local Union 348 The International Brotherhood of Electrical Workers**

- 1 The term of the new Collective Agreement shall be November 1, 2005 to October 31, 2008.
- 2.2 The wage rates of employees shall be increased as detailed on the attached CKEM/LTA Wage Spreadsheet – November 1, 2005 (the “Spreadsheet”).
- 3.3 The wage increases detailed on the Spreadsheet shall be paid retroactively to September 1, 2005.
- 4. 4All other revised provisions shall be effective upon the date of ratification.
- 5.5The parties agree that the amendments herein are consistent with the Pay Equity Plan and that there remains full compliance with Pay Equity requirements under the new Collective Agreement.
- 6. All former Learning and Skills employees receive a \$750.00 signing bonus.

**The Memorandum of Agreement is signed this 9<sup>th</sup> day of November, 2005.**

**CKEM-TV, a Division of CHUM Limited  
And Learning and Skills Television of  
Alberta Limited**

**Local Union 348  
The International Brotherhood  
of Electrical Workers**

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