

# Collective Agreement

between

**CKY-TV**

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
CEP - CLC**



**EFFECTIVE FROM**

**10 JUNE 2003**

**TO**

**9 JUNE 2006**

03953(08)

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**PARTIES**

**THIS AGREEMENT** is made and entered into this 10th day of June, A.D. 2003.

BETWEEN: CKY-TV

(hereinafter referred to as “the Company”),

Party of the First Part,

**AND:** COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC (CEP)

(hereinafter referred to as “the Union”),

Party of the Second Part.

\*\*\*\*\*

**ARTICLE 1**

Intent

- 1.1** The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.2** The Company will bargain collectively with the Union in respect to rates of pay, wages, hours and conditions of work for all employees in the bargaining unit hereinafter set forth.

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## ARTICLE 2

### Definition of Bargaining Unit

**2.1** The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of January 14th, 1975 certifying NABET, and any amendments thereto as mutually agreed by the parties, or any of the classifications listed in the wage schedule under Article 27.

**2.1.1** Pursuant to the CLRB's decision dated January 14th, 1975 and as amended subsequently by the Company and the Union, the Company recognizes the Union as the sole and exclusive bargaining agent for all employees of CKY5, a division of CKY-TV, Winnipeg, Manitoba excluding those in the following positions:

General Manager, General Manager's Executive Assistant, Human Resources Manager, Program Manager, Controller, Accounting Supervisor, Senior Accountant, Payroll & Benefits Administrator, Systems Analyst, Accounting Clerks, Operations Manager, Operations' Administrative Assistant, Director of Engineering, Building & Grounds Supervisor, Maintenance Building & Grounds employees, General Sales Manager, Retail Sales Manager, Account Executives, Client Service Assistant, Sales Administrative Assistant, Creative Services Supervisor, Sales Promotion Director, Sales Promotion Assistant, Promotion Director, News Director, Sports Director, Program Co-ordinator, Traffic and Program Services Manager, Traffic/Logs Clerk, Traffic/Order Clearance Clerk, Traffic/Order Entry Clerk and Traffic/File Clerk.

**2.2** After ratification and effective upon signing this collective agreement, pursuant to Canada Labour Relations Board Order dated October 30, 1989, the Company recognizes the Union as the sole and exclusive bargaining agent for a unit comprising all employees of the Company employed in the unit defined by the Canada Labour Relations Board in said Order subject to any amendments thereto as mutually agreed in writing by the parties.

## ARTICLE 3

### Employee

- 3.1** The term “employee” as used in the Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. Any dispute as to whether or not any employee should be included in the bargaining unit may be referred by either party to the Canada Labour Relations Board.

## ARTICLE 4

### Employee Categories

- 4.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided herein.
- 4.1.1** All employees shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring and, in such event, will advise the employee and the Union by letter stating the reason for such extension. During the probationary period the Company may release the employee at any time.
- 4.1.2** An employee shall have no seniority rights during the probationary period. Upon successful completion of the probationary period, seniority shall date back to the day on which their employment began.
- 4.2** A Part-time employee is defined as one hired to work a maximum of twenty-four (24) hours per week, subject to the provisions of Article 4.2.1.
- 4.2.1** The twenty-four (24) hour maximum set out in Article 4.2 shall not apply where a part-time employee is assigned in accordance with (a) and (b) below and said assignment shall not affect the employee’s part-time status:
- (a) fill in for a full time employee who is on vacation or is away from work because of illness, suspension, family leave, Jury duty, leave of

absence, maternity/ child care leave or leave **for** Union activities; or

(b) supplement the Company's normal staffing requirements to accommodate a particular show or situation.

**4.2.2** Where a qualified part-time employee is not available to perform the work **as** outlined in Article 4.2.1 above, the Company shall be free to engage individuals from outside the bargaining unit on a casual or freelance basis. The individuals shall be covered by the same provisions of this Agreement as part-time employees during any such period **of** employment.

**4.2.3** Part-time employees will not be used in such a manner **as** to:

- (a) affect a lay off of full time employees in the bargaining unit;
- (b) avoid the recall of full time employees in the bargaining unit who may have been laid off and who have recall rights under Article 21;
- (c) avoid the hiring of full time employees in the bargaining unit where, in the opinion of **the** Company, a full time vacancy exists.

**4.2.4** Part-time employees **shall** be paid an hourly rate, based on the wage rates for the classification to which they are assigned and further subject to the following:

- (a) A minimum credit of four **(4)** hours per tour shall apply.
- (b) Where a part-time employee is required to work more than eight (8) hours in a tour, overtime shall apply.
- (c) Where a part-time employee **is** required to work in excess of five **(5)** days in a work week, the provisions of Articles 37.2, 37.2.1, 37.2.2 and 37.2.3 shall apply, with a minimum credit of four **(4)** hours.

**4.2.5** Part time employees who average twenty (20) hours of work per week in a six **(6)** calendar month period shall be eligible to receive the following Company Group Insurance Plan benefits:

- (a) Group Life Insurance including Accidental Death and



- Dismemberment Benefits;
- (b) **Weekly Indemnity Benefits;**
- (c) Long **Term** Disability Insurance;
- (d) Major Medical Expense Benefits; and
- (e) Healthguard Dental Benefits.

The Company will pay the full premiums **for** all coverage except that portion related to the Long Term Disability Coverage for which the part time employee will be deducted the full premium. The payroll deduction will be separately identified on pay slips.

Part time employees shall not be entitled to the pension benefits referred to in Article 52.1 or the sick leave benefits referred to in Article 53.1 or Article 53.2.

- 4.2.5(1)** Seniority for part time employees shall be based on their most recent date of hire. Where a part time employee has been assigned to full time status, they shall be given seniority and service credit for part time hours worked. Part time employees shall have seniority only within the part time group of employees. A part time employee who has subsequently been hired as a full time employee shall serve the full time probationary period as defined in this Agreement.
- 4.2.6** The parties recognize that the Company heretofore. considered sick leave for part-time employees on an individual basis, having regard for the circumstances relating to the individual cases, and agree that the existing practice of considering sick leave on an individual basis shall continue to remain in effect.
- 4.2.7** A part-time employee who does not work on a legal holiday (**ref** Article 49) is entitled to and shall receive 1/20 of the **gross** wages they have earned during **the** previous thirty (**30**) calendar days as payment **for** the holiday. Not to exceed a maximum of eight (8) hours pay, at basic rate.
- 4.2.8** The Company shall provide a report to the Union containing the cumulative total of hours worked by each part-time employee during the previous two (2) weeks, with such report being forwarded to the Union within seven (7) days of each bi-weekly pay period.
- 4.2.9** Increments **for** part time employees shall be determined using aggregate

hours. For clarification:

|             |            |
|-------------|------------|
| 1,040 hours | = 6 months |
| 2,080 hours | = 1 year   |

## ARTICLE 5

### Management Rights

**5.1** The Union acknowledges that the management **of** the operations and the direction of the work forces are fixed exclusively in the Company and without limiting the generality of the forgoing, the Union acknowledges that it is the sole and exclusive function **of** the company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, select, transfer, assign to shifts, classify, promote, demote, retire, lay off, recall, suspend, discipline and discharge employees;
- (c) make, revise and enforce, from time to time, **rules**, regulations, policies and practices to be observed by employees;
- (d) operate and manage the business in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to require employees to work overtime, to determine from time to time the number of personnel required, the services to be performed and the methods, including subcontracting, the procedure and equipment to be used in connection therewith, the schedule of work, the assignment of jobs, the size of the work force, the job content and classification and the number of employees in a classification, to designate the place of work and to curtail **or** cease operations.

It is understood that one of the most significant factors to be considered by the management of the Company when evaluating the workforce is the measurement of qualifications, skill, ability, creativity and performance. Such measurement shall be done in good faith and not arbitrarily or discriminatorily.

- 5.2** The provisions of Article 5.1 above shall be exercised subject to the terms and limitations of this Agreement. Except to the extent expressly abridged and modified by a specific provision of this Agreement, the Company reserves and retains the rights, powers and authority to manage its business in all respects.

## ARTICLE 6

### No Strike Breaking

- 6.1** The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress, **except for news personnel to provide news coverage for the Company.** Nor will the Company require any bargaining unit employees to perform the duty of other **staff** members engaged in a lawful strike.

## ARTICLE 7

### Union Security & Dues Check-Off

- 7.1** During the term of **this** Agreement, the Company agrees to deduct from employees in the bargaining unit, one and two thirds percent (1.666%) monthly of their gross earnings, and/or uniform assessments as levied by the International Union.
- 7.2** All Video-Audio tapes, property of CKY-TV, will have a CEP label, supplied by CEP, attached to the container.
- 7.3** Where crew credits appear on shows produced and owned by CKY-TV including those for syndication, the CEP seal will be legibly exhibited on the following:
- (a) Slates

(a) End credits

- 7.4** The said deductions shall be remitted monthly by the Company to the Communications, Energy and Paperworkers Union of Canada by cheque, payable in Canada and addressed to the nominee of the President of the Union, not later than the 15th day of the month following said deductions.
- 7.5** The Company will at the same time forward to the Union monthly a statement showing the names of all those in respect of whom deductions have been made, the respective amounts deducted, and the names of the employees within the bargaining unit who have left or joined the Company since last payment.

## ARTICLE 8

### N

- 8.1** The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.
- 8.2** Employees shall enjoy equal rights under this Agreement regardless of sex, colour, racial, ethnic or national origin, or religious or political affiliation, or sexual orientation.
- 8.2.1** The Canada Labour Code, Part III, provides that every Employer must establish and enforce a policy with respect to Harassment. Any final resolution of a complaint will be processed by the Canadian Human Rights Commission and not through the grievance procedure. A copy of the current policy has been reproduced, for informational purposes only, at the back of this Agreement.

- 8.3** A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for **any** action **taken** when carrying on such duties **for** the Company, but this shall not be construed to prevent the filing of a grievance by the **Union** in respect of actions **of** any such member acting in a supervisory capacity in carrying on their duties **for** the Company.
- 8.4** The Union agrees it will not discriminate against, coerce, restrain or influence any employee because **of** their membership **or** non-membership, their activity or their lack of activity in any labour organization.
- 8.5** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises **of** the Company, without the permission of the Company.

## ARTICLE 9

### Notification

- 9.1** The Company shall, within four (4) days, mail to the designated CEP office and to the designated Local CEP Executive one (1) copy of each of the following:
- 9.1.1** Notice of hiring, promotion, transfer, dismissal, extension of probationary period, suspension, or any disciplinary action affecting any employee within the bargaining unit.
- 9.1.2** Any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting.
- 9.1.3** Notice of vacancy in any classification within the bargaining unit.
- 9.1.4** **The** Company shall notify the Union in writing within thirty (30) calendar days of the establishment of any new job classification and such notice shall contain the job description for the classification to be established.
- 9.2** Any notification to an employee required under the provisions **of** the

collective agreement is understood to mean that the Company will notify the employee directly.

## ARTICLE 10

### Leave for Union Activities

- 10.1** Leave without pay will be granted for a reasonable period to no more than four (4) employees duly authorized to represent employees in order to attend Executive Council Meetings, labour conventions, congresses, Regional Advisory Boards and educational seminars.
- 10.2** Upon request by the Union, the Company agrees to release, without loss of pay *or* leave credit, not more than four (4) Union representatives, to attend grievance or negotiating meetings with the Company. Notwithstanding the above either party reserves the right to call witnesses supporting its position.
- 10.2.1** Efforts will be made to schedule grievance meetings during employees' working time without, however, disrupting normal scheduling arrangements.
- 10.2.2** Upon request by the Union, the employer will provide leave without pay for **up to four** (4) employees named by the Union, for a period of three (3) days **for** the purpose of pre-negotiation meetings. Employees so released will be responsible to check change of assignments and shifts.

## ARTICLE 11

### Union Access to Premises

- 11.1** The Company will *permit* access upon reasonable notification to its premises by an accredited Union official to enable them to observe whether the provisions of this agreement are being complied with; such observations shall be at reasonable hours and so **as** not to interfere unduly

with the normal operations of the Company.

## ARTICLE 12

### No Strike Clause

- 12.1** The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down, strike, sit-down, or stay-in, at any of the Company's operations during the term of this agreement. The Company will not cause, permit or engage in, or permit a lock out of any of its operational locations during the term of this Agreement.

## ARTICLE 13

### Union Use of Bulletin Boards

- 13.1** The Company agrees to the posting by the Union of announcements regarding elections, meetings and internal affairs of the Union.
- 13.1.1** The Company agrees to furnish two (2) notice boards exclusively for the posting of Union notices.

## ARTICLE 14

### Storage Space for Union Records

- 14.1** The Company agrees to provide space, accessible to the members at all times, in which the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievances, etc.
- 14.1.1** Upon request, the Company will provide a suitable private space to members of the Local Union Executive.

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**ARTICLE 15**Seniority

- 15.1** Company seniority shall be deemed to have commenced on the date of hiring by the Company, or its predecessor, whichever is earlier, and shall be equal to the length of continuous service.

**ARTICLE 16**Seniority After Interrupted Service

- 16.1** In the event an employee who has completed their probationary period is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement, the following shall apply:
- 16.1.1** Continuity of service for purposes of Company seniority shall be considered uninterrupted if the individual returns to the status of an employee within one year, or
- 16.1.2** If the individual returns to the status of an employee after one year and before two years have elapsed, that person's Company seniority upon returning shall be that which existed on the effective date of such lay-off, transfer or leave of absence.

**ARTICLE 17**Promotions

- 17.1** Promotions and transfers within the bargaining unit shall be based on qualifications, skill, ability, creativity, performance and seniority; provided that where all other factors are equal, seniority shall prevail.
- 17.2** Where the Company decides that a position is to be filled, the Company



shall post such vacancy at least five (5) working days in advance of filling the position. The posting shall include all necessary qualifications for the position. The Company shall be free to fill a vacancy on a temporary basis during such posting period.

## ARTICLE 18

### Upgrading

- 18.1** In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification (within or without the bargaining unit when Article 24 applies), than that to which they are usually assigned, they shall be paid one dollar and fifty cents (\$1.50) per hour or part thereof, with a minimum credit of one (1) hour. At the time of such assignment, an employee shall be verbally advised of ~~their~~ temporary upgrading and this shall be recorded on the employee's time sheets.
- 18.2** The provisions of Article 18.1 shall not apply when an employee is assigned to work in a higher classification for training or trial, for an aggregate total of thirty (30) days, and provided that the employee is under the direct supervision of an appropriate employee during any such assignment.

## ARTICLE 19

### Dismissal. Demotion. Suspension and Disciplinary Action

- 19.1** Dismissal, demotion, suspension or any disciplinary action of an employee shall only be for 'just and sufficient cause' and it is agreed that any of the above actions may be subject to the grievance procedure.

Probationary employees shall be subject to the above provisions except that 'reasonable cause' shall apply in such cases.

- 19.2 An employee dismissed for 'just and sufficient cause' and an employee dismissed during his probationary period shall not be entitled to any notice of termination, pay in lieu of notice or severance pay but shall receive accrued vacation pay.
- 19.3 It is recognized that employees in Salary Group 15 classified as Staff Announcer and those assigned to News/Sports Anchor duties shall be required to meet creativity and performance standards as set by the Company. The discipline or discharge of such employees on the basis of qualifications, skill, ability, creativity and performance standards shall be for just and sufficient cause and such employees shall have recourse to the grievance procedure contained in Article 26 of this Agreement.

## ARTICLE 20

### Lay-Offs

- 20.1 The Company will advise the Union of any planned lay-off prior to any final decision being made. The Company agrees to meet with the Union within 48 hours after notice from the Union that it wishes to meet to discuss the planned lay-off provided such notice from the Union shall be given within 48 hours after receiving the notice of the planned lay-off from the Company. The final determination as to what jobs are to be abolished and the number of employees to be laid off shall be made by the Company.
- 20.1.1 Where employees are to be laid off, such layoffs shall proceed in inverse order of Company seniority, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications as set by the Company of the job filled by the employee with less seniority. An employee about to be laid off from one position who possesses the occupational qualifications set by the Company in another position may apply their company seniority and revert to such other position.
- 20.1.2 Notwithstanding the provisions in Article 20.1.1 above, where employees

in Salary Group 15 are to be laid off, the Company shall have the sole discretion to determine the order of such lay-offs on the basis of the qualifications, skill, ability, creativity and performance of such employees. An employee who is laid off from Group 15 shall retain the right to displace a less senior employee within any other Salary Group provided the more senior employee possesses the occupational qualifications as set by the Company for the job held by the employee with less seniority. Where the senior employee does not possess such occupational qualifications, the pay provisions of Articles 20.3.1 and 20.3.2 will apply.

**20.1.3** An employee reverting to another position shall be placed in the wage scale of the other position at the same salary step they occupied in their former position, and thereafter, shall continue to progress up the wage scale in the position to which they reverted, in accordance with their new seniority, on the annual anniversary of the reversion to the other position.

**20.1.4** Full time employees affected by lay-off shall have the right to replace part-time employees provided they have the occupational qualifications as set by the Company for such part-time positions.

**20.2** It shall be the intention of the Company to give full consideration for the job vacancies within the Company to those employees who are to be laid off.

**20.3.1** An employee to be laid off shall be entitled to notice or pay in lieu of notice in accordance with the following schedule:

| <b>Company Seniority</b>       | <b>Length of Notice/ Pay in Lieu</b> |
|--------------------------------|--------------------------------------|
| Less than 5 years              | Four (4) weeks                       |
| 5 years but less than 10 years | Five (5) weeks                       |
| 10 years or more               | Six (6) weeks                        |

**20.3.2** In addition to notice or pay in lieu of notice, an employee to be laid off shall be entitled to severance pay in an amount equal to two (2) weeks' pay for each full year of service to a maximum of fifty-two (52) weeks' pay.

**20.4** The Company shall provide notice in writing to the Union at least one hundred twenty (120) days in advance of the introduction of any technological change. During such notice period, the Parties shall meet to

discuss possible means of reducing the impact of the technological change on the bargaining unit.

**20.4.1** Where the introduction of any technological change results in a bargaining unit position being abolished, an employee about to be laid off from one position who possesses the occupational qualifications set by the Company in another position may apply their Company seniority and the provisions of Articles 20.1.1, 20.1.2, 20.1.3 and 20.1.4 shall apply. The Company shall provide appropriate training to assist the employee to become qualified for the position.

**20.4.2** In the event the employee is unable to meet the basic qualifications for the position, they shall receive compensation as in Article 20.3 above. If the employee thus affected by technological change (Article 20.4.1) has completed ten (10) years of continuous service they shall receive six (6) months notice of layoff or six (6) months pay in lieu of said notice, plus all other benefits for the same period.

**20.4.3** Additional technological change provisions of this Agreement shall be in accordance with the Canada Labour Code, which technological change provisions are reproduced below and are not subject to the Grievance procedure:

**51.(1)** In this section and sections 52 to 55 “technological change” means:

- (a) the introduction by an employer into this work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him 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.
- (2) Sections 52, 54 and 55 do not apply, in respect of a technological change, to an employer and a bargaining agent who are bound by a collective agreement where:

- (a) the employer has given to the bargaining agent a notice in writing of the technological change that is substantially in accordance with subsection 52(2),
  - (b) prior to the day on which the employer and the bargaining agent entered into the collective agreement, if the notice requiring the parties to commence collective bargaining for the purpose of entering into that collective agreement was given pursuant to section 48, or
  - (c) not later than the last day on which notice requiring the parties to commence collective bargaining for the purpose of entering into the collective agreement could have been given pursuant to subsection 49(1), if the notice was given under that subsection;
  - (d) the collective agreement contains provisions that specify procedures by which any matters that relate to terms and conditions or security of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement; or
- (3)** the collective agreement contains provisions that
- (a) are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and
  - (b) specify that sections 52, 54 and 55 do not apply, during the term of the collective agreement, to the employer and the bargaining agent. R.S., c.L-1, s. 149; 1972, c.18, s.1.

**52.(1)** An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement at least one hundred and twenty days prior to the date on which the technological change is to be effected.

- (2)** The notice referred to in subsection (1) shall be in writing and shall state

- (a) the nature of the technological change;
  - (b) the date upon which the employer proposes to effect the technological change;
  - (c) the approximate number and type of employees likely to be affected by the technological change;
  - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
  - (e) such other information as is required by the regulations made pursuant to subsection (3).
- (3) An employer who has given notice under subsection (1) to a bargaining agent shall, on request from the bargaining agent, provide the bargaining agent with a statement in writing setting out**
- (a) a detailed description of the nature of the proposed technological change;
  - (b) the names of the employees who will initially be likely to be affected by the proposed technological change; and
  - (c) the rationale for the change
- (4) The Governor in Council, on the recommendation of the Board, may make regulations**
- (a) specifying the number of employees or the method of determining the number of employees that shall, in respect of any federal work, undertaking or business or any type of federal work, undertaking or business, be deemed to be “significant” for the purposes of subsection (1) and subsection 54(2); and
  - (b) requiring any information in addition to the information required by subsection (2) to be included in a notice of technological change.  
R.S., c.L-1, s.150; 1972, c.18, s.1.; 1984, c.39, s.29.

- 53.(1) Where a bargaining agent alleges that sections 52, 54 and 55 apply to an employer in respect of an alleged technological change, and that the employer has failed to comply with section 52, the bargaining agent may, not later than thirty days after the bargaining agent became aware, or in the opinion of the Board ought to have become aware, of the failure of the employer to comply with section 52, apply to the Board for an order determining the matters so alleged.
- (2) Upon receipt of an application for an order determining the matters alleged under subsection (1) and after affording an opportunity for the parties to be heard, the Board may, by order,
- (a) determine that sections 52, 54 and 55 do not apply to the employer in respect of the alleged technological change; or
  - (b) determine that sections 52, 54 and 55 apply to the employer in respect of the alleged technological change and that the employer has failed to comply with section 52 in respect of the technological change.
- (3) The Board may, in any order made under paragraph (2)(b), or by order made after consultation with the parties pending the making of any order under section (2),
- (a) direct the employer not to proceed with the technological change or alleged technological change for such period not in excess of one hundred and twenty days, as the Board considers appropriate;
  - (b) require the re-instatement of any employee displaced by the employer as a result of the technological change; and
  - (c) where an employee is reinstated pursuant to paragraph (b), require the employer to reimburse the employee for any **loss** of pay suffered by the employee as a result of his displacement.
- (4) An order of the Board made under paragraph (2)(b) in respect of an employer is deemed to be a notice of technological change given by the employer pursuant to section 52 and the Board shall concurrently, by order, grant leave to the bargaining agent to serve on the employer

a notice to commence collective bargaining for the purpose referred to in subsection 54(1). R.S., c.L-1, s.151; 1972, c.18, s.1; 1984, c.39, s.30.

**54.(1)** Where a bargaining agent receives notice of a technological change given by or in respect of an employer pursuant to section 52, the bargaining agent may, within thirty days from the date on which it receives the notice, apply to the Board for an order granting leave to serve on the employer a notice to commence collective bargaining for the purpose of

- (a) revising **the** existing provisions of the collective agreement by which they are bound that relate to terms and conditions or security of employment; or
- (b) including new provisions in the collective agreement that relate to terms and conditions or security of employment.

**(2)** Where the Board has received from a bargaining agent an application for an order under subsection (1) and is satisfied that the technological change in respect of which the bargaining agent has received notice given pursuant to section 52 is likely, substantially and adversely, to affect the terms and conditions or security of employment of a significant number of employees to whom the collective agreement between the bargaining agent and the employer applies, the Board may, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection (1). R.S., c.L-1, s.152; 1972, c.18, s.1.

**55.** Where a bargaining agent applies to the **Board** under subsection 54, the employer in respect of whom the application is made shall not effect the technological change in respect of which the application is made until

- (a) the Board has made an order refusing to grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining; or
- (b) the Board has made an order granting leave to the bargaining agent **to**



serve on the employer a notice to commence collective bargaining and

- (i) an agreement has been reached as a result of collective bargaining, or
- (ii) the requirements of paragraphs 180(1)(a) to (d) have been met. R.S., c.L-1, s.153; 1972, c.18, s.1.

**20.5** The Company will co-operate with such employees to facilitate job interviews for positions outside the Company during their regularly scheduled work day, provided that such interviews shall be limited to four **(4)** per week for a maximum of four **(4)** hours each.

## ARTICLE 21

### Re-Engagement

**21.1** When vacancies occur, the Company will re-engage in the order of Company seniority laid-off employees who possess the necessary occupational qualifications for the position, who have been laid off under the provisions of Articles 20.1 and 20.4 for a period not exceeding two years, or employees who have moved to other groups under Article 20.1.1 for a period not exceeding one year. The Company further agrees to give preferential consideration for re-engagement of laid-off employees who had at least six months seniority and who have been laid off for a period not exceeding two years. In order to be considered for re-engagement, a laid off employee shall have completed one year's continuous service before lay off notice.

**21.1.1** Employees re-engaged after lay-off under Article 20.1 or a reversion under Article 20.1.1 shall be re-engaged at the seniority they had when they were laid off or reverted as the case may be.

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**ARTICLE 22****Report on Performance**

- 22.1** An employee shall be notified in writing, of any dissatisfaction concerning their **work**, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, immediately after the complaint or accusation is made. **If** this procedure is not followed, such expression of dissatisfaction shall not become part **of** their record for **use** against them at any time.
- 22.1.1** Every employee shall sign a copy of all appraisals, expressions of dissatisfaction or commendations concerning their work that shall appear on their personal file. Refusal to sign any copy of the above shall result in a meeting with a local union executive, the employee concerned, and the Company Designee to officially confirm the memo has been given to the employee.
- 22.2** The employee's reply to such complaint or accusation will become part of the employee's record if it is received by the Company within ten working days after the notice referred to in Article 22.1 is received by the employee.
- 22.2.1** The department manager shall sign such reply acknowledging receipt.
- 22.3** The contents **of** any notice of dissatisfaction which has been placed on an employee's record in accordance with Article 22 shall be removed from the employee's personnel record after a period of twenty-four (**24**) months has elapsed without the employee receiving any other discipline and shall not be used against them for any purpose thereafter.

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## ARTICLE 23

### Duties

- 23.1** Employees of the Company who are not in the bargaining unit shall not work on any jobs which have been and are normally performed by employees in the bargaining unit.
- 23.2** Non-bargaining unit supervisors may, on occasion, perform bargaining unit duties. It is not the intention of this Article to cause the displacement of a full time employee.
- 23.3** The Company may broadcast material obtained from outside sources concerning news events of an immediate nature where it is impractical to assign bargaining unit personnel to cover such events.
- 23.4** When a performer works within the jurisdiction of ACTRA, the CKY-TV local ACTRA agreement shall apply.
- 23.5** Students from a recognized educational institution shall be allowed to perform bargaining unit work, subject to the following:
- (a) a qualified member of the bargaining unit shall be assigned to supervise each student; and;
  - (b) the Company shall not utilize students for the purpose of displacing bargaining unit employees, or to avoid filling a vacancy, or to avoid assignment of overtime to bargaining unit employees.

## ARTICLE 24

### Duty Limitations

- 24.1** Groups listed in wage Article 27 are for pay purposes only. It is agreed that jobs may be cross-assigned but will not be combined with jobs outside the bargaining unit.

**24.1.1** It is agreed that employees classified as News Reporter, Assignment Editor, Announcer and Assistant News Director shall not be assigned to perform the duties of News Photographer or BNG News Editor, except where such assignment is necessary from time to time on an irregular basis in order to meet newscast deadlines and a qualified Photographer or Editor is not available.

**24.2** Notwithstanding Article 24.1, the parties recognize that members of the bargaining unit may on occasion be asked to perform the duties of non-bargaining unit personnel.

**24.2.1** When Technical Directors perform any of the duties of Director, they shall be entitled to the provisions of Article 18 (Upgrading).

**24.2.2 Switchboard Relief**

Non-bargaining unit personnel may from time to time cover Switchboard in the event of lateness, meal, lunch, sickness or coffee breaks. Provisions of Article 4.1.1 apply.

## **ARTICLE 25**

### **Grievance Committee**

**25.1** The Company acknowledges the right of the Union to appoint or otherwise select a committee known as the Local Grievance Committee, which shall be composed of not more than three (3) members. Each member of this Committee, and all stewards, shall have acquired seniority and shall be regular employees of the Company during their time in office. The Company will recognize and discuss with the said committee any matter properly arising out of this Agreement, and the said committee will cooperate with the Company in the administration of this Agreement.

**25.2** The names of each of the Stewards and the names of the Chairman and the members of the Union Grievance Committee from time to time selected, shall be given to the Company in writing.

- 25.3** The Company undertakes to instruct all members of its supervisory staff to co-operate with the Stewards in the carrying out of the terms and requirements of this Agreement.
- 25.4** **The** Union undertakes to secure from its officers, Stewards and members, their co-operation with **the** Company and with all persons representing the Company in a supervisory capacity.
- 25.5** **The** privileges of Stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- 25.5.1** Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the Stewards in working hours, except in the case of a discharged employee.
- 25.5.2** The time shall be devoted to the prompt handling **of** necessary Union business.
- 25.5.3** The Steward concerned shall obtain the permission of the Supervisor concerned before leaving their work. Such permission shall not **be** unreasonably withheld.

## ARTICLE 26

### Grievance Procedure

- 26.1** 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 of this Agreement.
- 26.2** The parties recognize that the “Canada Labour Code” provides that any employee may present their personal grievance to their employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure. No grievance shall be considered which **usurps** the exclusive function of management as

outlined in Article 5.

**26.3** Grievances arising out of this Agreement shall be processed as follows:

### **STEP 1**

The grievance shall be reduced to writing and copies thereof, signed by the grievor or a member of the local Executive, shall be delivered to the General Manager of the Company or the Company Designee, and a member of the Local Grievance Committee, within fourteen (14) calendar days of the event giving rise to such grievance coming to the knowledge of the grievor,

### **STEP 2**

The grievance shall be discussed with the General Manager or the Company Designee and the Local Grievance Committee, consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within fourteen (14) calendar days of the request by either party for a meeting. **The Company shall render its decision in writing within fourteen (14) calendar days following the Step 2 meeting.**

### **STEP 3**

If the grievance is not recorded as settled within fourteen (14) calendar days after the meeting described in Step 2, the dispute shall, within seven (7) days, be referred to the President of the Company or the Company Designee, and the Union Grievance Committee which may include a member of the International Union Office, for further discussion and consideration.

### **STEP 4**

In the event that the representatives of the Company and the Union cannot reach an agreement, either party may, by registered mail within thirty (30)

days of the meeting described in Step 3, submit the dispute to final and binding arbitration. The party referring the matter to arbitration shall within ten (10) calendar days select in rotation from the following panel of individuals, a single arbitrator:

1. Bill Hamilton
2. Paul Teskey

If after making all reasonable efforts to select an arbitrator within the time herein set out, the party responsible for the selection is unable to find an arbitrator able or willing to act, such time limit will be extended to a length of time required to obtain the services of an arbitrator from the panel. If the person selected in accordance with the above is unable to hear the grievance and render an award within two (2) months from the date they have been notified by the parties to act as arbitrator, the other persons shall be requested each in their turn to act as arbitrator to hear the grievance and render an award within the same time limits. If all the persons in the list contained herein are unable to act, the parties shall forthwith request the Minister of Labour to appoint the arbitrator who shall be subject to the provisions of this Article. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union.

**26.4** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement. in the case of a disciplinary grievance or a discharge grievance under Article 19, the arbitrator shall have the power to return the grievor to their employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts.

**26.5** If either party considers that this Agreement is being violated in any respect by the other, this party may within twenty (20) days of becoming aware of such violation, file a grievance and subsequently cause the matter to be discussed and dealt with in accordance with Article 26.3, Step 3. If not satisfactorily settled, either party may refer the matter to arbitration as provided in Article 26.3, Step 4.

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**ARTICLE 27****Wages - Salary Groups**

**27.1** Groups for the purpose of wage classifications shall be as follows:

**GROUP II:** Studio Crew, Reception, Promotion Assistant.

**GROUP III:** News Assistant, TV Traffic.

**GROUP IV:** Writer/Producer.

**GROUP V:** Audio, Camera, Floor Director, Chyron Operator.

**GROUP VI:** Video Graphic Artist, VTR Operator, News Editor until June 10, 2005.

**GROUP VII:** Master Control, Lighting Director, Studio Switcher, Technical Director, EFT Camera, Production Editor, News Editor (effective June 10,2005).

**GROUP VIII:** Photo-Journalist.

**GROUP IX:** Maintenance Technician, Technical Producer.

**GROUP XI:** Operations Co-ordinator.

**GROUP XII:** Assistant News Director

**GROUP XIII:** News Reporter.

**GROUP XIV:** Producer/Director, Technical Director /Director.

**GROUP XV:** News Assignment Editor, News & Sports Anchor/Producer, Associate News Producer, Primary Anchor, Supervising News Producer.

**27.1.1** All salaries are minimums and it is recognized that nothing shall prevent the Company from paying or providing to any employee at any time and



from time to time any amounts or other benefits in excess of the minimums set forth herein. The exercising of this right shall be between the Company and each individual employee and shall not be subject to any grievance within the terms of this Agreement. Any arrangements between the Company and News Anchors which are in excess of the minimums or other benefits set forth herein or are with respect to matters not covered by this Agreement are outside the scope of this Agreement and are not subject to grievance.

**27.2** The following rates are minimum:

|                   | June 10/03                                   | June 10/04 | June 10/05 |
|-------------------|--|------------|------------|
| <b>GROUP II:</b>  | Studio Crew, Reception, Promotion Assistant. |            |            |
| Start             | 1,381  | 1,402      | 1,430      |
| 6 months          | 1,511  | 1,534      | 1,565      |
| 1 Year            | 1,639  | 1,664      | 1,697      |
| 2 Years           | 1,781  | 1,808      | 1,844      |
| 3 Years           | 1,927  | 1,956      | 1,995      |
| <b>GROUP III:</b> | News Assistant, TV Traffic.                  |            |            |
| Start             | 1,714  | 1,740      | 1,775      |
| 6 months          | 1,833  | 1,860      | 1,897      |
| 1 Year            | 1,924  | 1,953      | 1,992      |
| 2 Years           | 2,096  | 2,127      | 2,170      |
| 3 Years           | 2,258  | 2,292      | 2,338      |
| <b>GROUP IV</b>   | Writer/Producer.                             |            |            |
| Start             | 1,833  | 1,860      | 1,897      |
| 6 months          | 1,924  | 1,953      | 1,992      |
| 1 Year            | 2,096  | 2,127      | 2,170      |
| 2 Years           | 2,258  | 2,292      | 2,338      |
| 3 Years           | 2,416  | 2,452      | 2,501      |
| 4 Years           | 2,581  | 2,620      | 2,672      |

|                | June 10/03                                     | June 10/04 | June 10/05 |
|----------------|--|------------|------------|
| <b>GROUP V</b> | Audio, Camera, Floor Director, Chyron Operator |            |            |
| Start          | 1,645  | 1,670      | 1,703      |
| 6 months       | 1,851  | 1,879      | 1,917      |
| 1 Year         | 1,986  | 2,016      | 2,056      |
| 2 Years        | 2,226  | 2,259      | 2,304      |
| 3 Years        | 2,395  | 2,431      | 2,480      |
| 4 Years        | 2,519  | 2,557      | 2,608      |
| 5 Years        | 2,632  | 2,671      | 2,724      |
| 6 Years        | 2,749  | 2,790      | 2,846      |

|                  |   |       |       |
|------------------|---|-------|-------|
| <b>GROUP VI:</b> | Video Graphic Artist, VTR Operator,<br>News Editor until June 10, 2005. |       |       |
| Start            | 1,812   | 1,839 | 1,876 |
| 6 months         | 2,040   | 2,071 | 2,112 |
| 1 Year           | 2,188   | 2,221 | 2,265 |
| 2 Years          | 2,451   | 2,488 | 2,538 |
| 3 Years          | 2,646   | 2,686 | 2,740 |
| 4 Years          | 2,772   | 2,814 | 2,870 |
| 5 Years          | 2,901   | 2,945 | 3,004 |
| 6 Years          | 3,030   | 3,075 | 3,137 |

|                   | June 10/03  | June 10/04 | June 10/05 |
|-------------------|---|------------|------------|
| <b>GROUP VII:</b> | Master Control, Lighting Director, Studio Switcher,<br>Technical Director, EFP Camera, Production Editor,<br>*News Editor (effective June 10, 2005).<br>*Effective June 10, 2005, News Editors will be moved<br>into Group VII at the level closest to but no less than<br>their then current wage rates. |            |            |
| Start             | 2,108   | 2,140      | 2,183      |
| 6 months          | 2,226   | 2,259      | 2,304      |
| 1 Year            | 2,463   | 2,500      | 2,550      |
| 2 Years           | 2,692   | 2,732      | 2,787      |
| 3 Years           | 2,925   | 2,969      | 3,028      |
| 4 Years           | 3,046   | 3,092      | 3,154      |
| 5 Years           | 3,095   | 3,141      | 3,204      |
| 6 Years           | 3,218   | 3,266      | 3,331      |

|                    | June 10/03   | June 10/04 | June 10/05 |
|--------------------|--|------------|------------|
| <b>GROUP VIII:</b> | <b>Photo-Journalist.</b>                           |            |            |
| Start              | 2,219  | 2,252      | 2,297      |
| 6 months           | 2,335  | 2,370      | 2,417      |
| 1 Year             | 2,586  | 2,625      | 2,678      |
| 2 Years            | 2,826  | 2,868      | 2,925      |
| 3 Years            | 3,077  | 3,123      | 3,185      |
| 4 Years            | 3,199  | 3,247      | 3,312      |
| 5 Years            | 3,252  | 3,301      | 3,367      |
| 6 Years            | 3,377  | 3,428      | 3,497      |
| <b>GROUP IX:</b>   | <b>Maintenance Technician, Technical Producer.</b> |            |            |
| Start              | 2,003  | 2,033      | 2,074      |
| 1 Year             | 2,107  | 2,139      | 2,182      |
| 2 Years            | 2,392  | 2,428      | 2,477      |
| 3 Years            | 2,695  | 2,735      | 2,790      |
| 4 Years            | 2,926  | 2,970      | 3,029      |
| 5 Years            | 3,053  | 3,099      | 3,161      |
| 6 Years            | 3,159  | 3,206      | 3,270      |
| 7 Years            | 3,463  | 3,515      | 3,585      |
| <b>GROUP XI:</b>   | <b>Operations Co-ordinator.</b>                    |            |            |
| Start              | 3,307  | 3,357      | 3,424      |
| 1 Year             | 3,511  | 3,564      | 3,635      |
| <b>GROUP XII:</b>  | <b>Assistant News Director.</b>                    |            |            |
| Start              | 3,562  | 3,615      | 3,687      |
| 1 Year             | 3,742  | 3,798      | 3,874      |
| <b>GROUP XIII:</b> | <b>News Reporter.</b>                              |            |            |
| Start              | 2,003  | 2,033      | 2,074      |
| 1 Year             | 2,107  | 2,139      | 2,182      |
| 2 Years            | 2,392  | 2,428      | 2,477      |
| 3 Years            | 2,695  | 2,735      | 2,790      |
| 4 Years            | 2,926  | 2,970      | 3,029      |
| 5 Years            | 3,053  | 3,099      | 3,161      |
| 6 Years            | 3,217  | 3,265      | 3,330      |
| 7 Years            | 3,463  | 3,515      | 3,585      |

|                   | June 10/03                                      | June 10/04 | June  | 10/05 |
|-------------------|---|------------|-------|-------|
| <b>GROUP XIV:</b> | Producer/Director, Technical Director Director. |            |       |       |
| Start             | 2,108   | 2,140      | 2,183 |       |
| 6 months          | 2,226   | 2,259      | 2,304 |       |
| 1 Year            | 2,463   | 2,500      | 2,550 |       |
| 2 Years           | 2,692   | 2,732      | 2,787 |       |
| 3 Years           | 2,925   | 2,969      | 3,028 |       |
| 4 Years           | 3,049   | 3,095      | 3,157 |       |
| 5 Years           | 3,207   | 3,255      | 3,320 |       |
| 6 Years           | 3,408   | 3,459      | 3,528 |       |

**GROUP XV:** News Assignment Editor, News & Sports Anchor/Producer, Associate News Producer, Primary Anchor, Supervising News Producer.

|         |       |       |       |
|---------|-------|-------|-------|
| Start   | 2,010 | 2,040 | 2,081 |
| 1 Year  | 2,113 | 2,145 | 2,188 |
| 2 Years | 2,398 | 2,434 | 2,483 |
| 3 Years | 2,700 | 2,741 | 2,796 |
| 4 Years | 2,931 | 2,975 | 3,035 |
| 5 Years | 3,058 | 3,104 | 3,166 |
| 6 Years | 3,222 | 3,270 | 3,335 |
| 7 Years | 3,469 | 3,521 | 3,591 |

## ARTICLE 28

### General Wage Provisions

- 28.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification plus merit increases and any credit for industry experience recognized by the Company at the time of hiring.
- 28.1.1** Summer relief operators shall receive credit on the salary schedule of the group to which they are assigned for the total accumulated service in the bargaining unit, calculated to the last completed month.
- 28.1.2** Progression upon the salary schedule within each classification shall automatically occur on the first of the month nearest the employee's semi-

annual or annual anniversary date. Such employees shall be notified in writing at the time of employment of the rate of pay to be paid at the time of hiring, and the date and amount of their next wage increase as provided herein. A copy of this letter will be forwarded to the Union within ten (10) calendar days of its issuance. As per Article 27.2,

- 28.2** When an employee is transferred permanently into a higher pay classification they shall immediately move into the higher salary scale and receive an increment increase in their former group, plus an amount if necessary to place them on scale in the new classification, and shall automatically progress upward on the annual or semi-annual anniversary date of their transfer. The anniversary date for increment increase reverts to the first day of the month in which the transfer took effect. As per Article 27.2.
- 28.3** Employees shall be paid every second (2<sup>nd</sup>) Friday. Every second pay shall consist of approximately one-half (?) the net salary for the four (4) week period (i.e. salary after deductions required by Statute or under this Collective Agreement or by specific authorization of the employee) and the balance for the four (4) week period shall be paid on the subsequent pay day. Deductions for such payments as insurance or other premiums or payments normally made once per calendar month shall be made from twelve (12) pays per year, but not less than four (4) weeks apart.
- 28.3.1** Pay stub information will be made available to employees no later than 12:00 noon on each second (2<sup>nd</sup>) Friday. If a pay day occurs on an employee's day off, such information will be available to them from the payroll department on a call-in basis during normal office hours on each such Friday.
- 28.3.2** The pay stub will show the employee's basic salary expressed as an hourly rate. Furthermore, the pay stub will show the number of hours charged in each of the following categories:

$\frac{1}{2}$  time; basic;  $1\frac{1}{2}$  times; 2 times;  $2\frac{1}{2}$  times; 3 times

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**ARTICLE 29**On Camera Appearance

**29.1** Planned on camera appearance of employees (other than those for which the employee has volunteered) and excepting pan shots, or incidental shots of employees in the audience area, shall be paid for at the following rates:

|                                  |         |
|----------------------------------|---------|
| 15 minute programs or less       | \$15.00 |
| 16 minute programs to 30 minutes | \$20.00 |
| 31 minute programs to 60 minutes | \$25.00 |

**29.2** Article 29.1 shall not apply to the editorial staff of the newsroom when appearing for the purpose of station news promotion.

**29.3** Producers-Directors, News and Sports Reporters, and on-air personnel shall dress **as** directed by their supervisor in accordance with established standards of the industry.

**ARTICLE 30****N**

**30.1** It is recognized that certain employees are presently receiving a higher rate for their job category than the rates herein negotiated. The signing of this Agreement shall not be interpreted **as** reducing the **wage** rate presently being paid these employees.

**ARTICLE 31**Work Schedule and Premiums

**31.1** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of eight (8) hours, calculated to the last quarter (.25) hour in which work was

performed: provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There shall be no assignment of split shifts.

- 31.2** Notwithstanding the above, producers may occasionally be assigned a split shift. When a split shift assignment is necessary, those employees shall be credited with eight (8) hours pay for the first six (6) hours worked.

## ARTICLE 32

### Work Week

- 32.1** The forty (40) hour week shall obtain and shall commence at 12:01 a.m. Monday. The hours of work shall be exclusive of the first (1st) meal period and inclusive of all second (2nd) and subsequent meal periods and break periods.
- 32.1.1** Notwithstanding the provisions of 32.1 above, the hours of work for employees classified as Switchboard, Public Service, Promotion, , TV Traffic, Writer/Producer and News Assistant shall be a seven (7) hour tour of duty exclusive of the first (1st) meal period. All time worked by such employees in excess of seven (7) hours but less than eight (8) hours in a tour of duty shall be paid at one (1) times the basic hourly rate. Hours worked or credited in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.
- 32.1.2** Notwithstanding the provisions of 32.1 above, News and Sports Editorial staff and ENG Photographers shall work an eight (8) hour tour of duty inclusive of the first meal period. All time worked by such employees in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.
- 32.2** When operations require it, the hours of work for Master Control Operators, VTR Operators, Transmitter Technicians, Maintenance Technicians and Junior Technicians shall be inclusive of the first (1st) meal period and all subsequent meals. All time worked by such employees in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.

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**ARTICLE 33**Excessive Hours and Safety

- 33.1** The Employer agrees to give proper attention to the health of its employees.
- 33.2** Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive work hours.
- 33.3** No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. **An** employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice their employment with the Company.
- 33.4** The Employer shall give consideration on the capabilities of an employee for assignment involving climbing towers, ladders, etc.
- 33.5** The Employer agrees to supply protective clothing, safety footwear, and/or safety devices for employees on assignments (e.g. remotes, towers) where conditions require their use, and to supply other special attire where required by the employee. The Company will provide varying sizes of parkas and boots to be taken in the news cruiser in the event protective clothing is required on shift. It is understood that such protective clothing and/or safety devices are and remain the property **of** the employer and shall be returned in good condition on demand.
- 33.6** Where transportation is provided to employees by the employer, the appropriate safety standards shall be observed.



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**ARTICLE 34**Penalty for Lateness

- 34.1** Employees shall be ready for work at the time designated for the start of their tour of duty. Failure to do so shall be considered late. An employee starting work late or returning from a break late will have pay deducted in the following manner.
- 34.1.1** Between three (3) and fifteen (15) minutes - fifteen (15) minutes pay.
- 34.1.2** Between sixteen (16) and thirty (30) minutes - thirty (30) minutes pay
- 34.1.3** Between thirty-one (31) and forty-five (45) minutes - forty-five (45) minutes pay.
- 34.1.4** Between forty-six (46) minutes and sixty (60) minutes - sixty (60) minutes pay.
- 34.2** Employees shall remain at their work until the designated termination of their tour of duty, unless permission is otherwise granted by the immediate supervisor.

**ARTICLE 35**Posting of Schedule

- 35.1** Each employee's schedule for any week shall be posted as early as possible, but in no event later than twelve (12) noon on the Friday one (1) week prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of their work schedule at the earliest possible time.
- 35.1.1** Each employee's schedule shall state clearly daily starting time, finishing time and days off.

**35.1.2** In the event that the employee's schedule for any week is not posted in accordance with Article 35.1 and 35.1.1, the previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of the collective agreement.

**35.1.3** After this posting there shall be no reduction in the number of overtime hours **for** any day in the week without notice being given by 12:00 noon of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee ~~is~~ off duty, or on a remote assignment, the Company will notify the employee directly or give such notice to a responsible person at the employee's residence. If such notice is not posted **or** the employee, when on a day off or on remote assignment, has not been notified, the employee shall be credited at the base rate with **all** hours originally scheduled.

**35.1.4** Notice of change of starting time shall be given by 12:00 noon or the start of the employee's shift, whichever is later, one day prior to the day in question. If such notice is not given, the employee shall be credited at the basic rate **for all** hours originally scheduled. Where an employee's starting time is changed more than once in any working day without such notice being given, the employee shall be credited at one and one-half (1.5) times the basic rate for all hours originally scheduled, but not actually worked. There shall be no penalty paid for multiple shift changes resulting from outside contract production requirement.

Example: If an employee **is** originally scheduled from 3:00 p.m. to 12:00 midnight and their start time is changed after the time limits **so** that they work from 5:00 p.m. to 2:00 a.m.

|   |                    | one change | additional change |
|---|--------------------|------------|-------------------|
| hrs originally scheduled but not worked | 3:00 pm to 5:00 pm | basic      | 1½ X basic        |
| hours actually worked                   | 5:00 pm to 2:00 am | basic      | basic             |

Example: If an employee is originally scheduled from 3:00 p.m. to 12:00

midnight and their schedule is changed after the time limits so that they work from 1:00 p.m. to 10:00 p.m.,

|   |                            | one change | additional changes |
|---|----------------------------|------------|--------------------|
| hours actually worked                   | 1:00 pm to 10:00 pm        | basic      | basic              |
| hrs originally scheduled but not worked | 10:00 pm to 12:00 midnight | basic      | 1½ x basic         |

Example: Article 35.1.5

|                       |                       |            |
|-----------------------|-----------------------|------------|
| overtime hours worked | 1:00 pm to 3:00 pm    | 1½ x basic |
| original schedule     | 3:00 pm to 12:00 mid. | Basic      |

- 35.1.5** Where the shift is advanced re: 35.1.4, any overtime hours worked prior to the start of the original shift are paid at one and one-half times basic.
- 35.1.6** Any extensions on shift changes advanced or delayed shall be paid according to Article 40.

## ARTICLE 36

### Scheduled Days Off

- 36.1** Two (2) scheduled days off shall consist of forty-eight (48) hours plus the turn around period of twelve (12) hours for a total of sixty (60) hours. As in the past, three (3) and four (4) scheduled days off in separate work weeks shall consist respectively of seventy-two (72) hours plus the turn around period of twelve (12) hours for a total of eighty-four (84) hours, and ninety-six (96) hours plus the turn around period of twelve (12) hours for a total of one hundred and eight (108) hours. When the two (2) scheduled days off are separated as provided in Article 36.3 there shall be eighty-four (84) hours between the end of the last tour before and the beginning of the tour next following such days off.
- 36.2** An extra day off shall consist of twenty-four (24) hours only and may be

scheduled consecutively to scheduled days off or separate from them

- 36.3** Two (2) scheduled days ~~off~~ may be separated by a holiday, only when no work is scheduled and/or assigned on that holiday.
- 36.4** When a scheduled day off is changed without notice being given by the Company by 12:00 noon two (2) days before the earliest day involved in the change, one-half (.5) the basic rate, computed separately from the work week, shall be paid **for** the first eight (8) hours worked on the originally scheduled day off.
- 36.5** The Company shall schedule **two (2)** consecutive days off on weekends at least once per month, inclusive of vacation days off. Notwithstanding the above, on-air announcers (other than weekend news anchors and weekend sports anchors) may not necessarily receive one (1) weekend off per month during the rating periods, but must receive a minimum of twelve (12) weekends off per year, inclusive **of** vacation days off. Weekend news anchors, weekend sports anchors, weekend producers, weekend news reporters and weekend sports reporters will not receive one (1) weekend off per month but subject to the requirements and efficiencies of the News Department, the News Director may grant written requests from these individuals made to the News Director for weekends off from time to time.
- 36.6** If an employee works on their scheduled days off and **is** compensated therefore under other provisions of this collective agreement, such work shall not constitute a violation of this article. It is further understood that the above provisions are exclusive of vacations.

## ARTICLE 37

### Work on a Day Off

- 37.1** **An** employee may refuse to work on a scheduled day off, however, if **all** qualified employees in the job classification refuse to work the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of Company seniority within the position. No employee in exercising the foregoing right of refusal will be penalized for refusing

to work on a scheduled day off/extra day off or beyond the regular scheduled tour of duty except in an **ON AIR EMERGENCY**.

**37.2** When an employee agrees to work on a scheduled day off/extra day off, work performed on that day shall be paid as follows:

**37.2.1** If work is performed or credited on one day off in a week, time and one-half (1.5) computed separately from the work week, for all hours worked with a minimum credit of seven (7) **hours**.

**37.2.2** If work is performed or credited on consecutive days off, they will be paid one and one-half (1.5) basic for the first day worked and one and one-half (1.5) basic for any other day off worked in that sequence with a minimum credit of seven (7) hours computed separately from the **work** week.

e.g. — 4 days off —

|       |           |           |           |           |
|-------|-----------|-----------|-----------|-----------|
| Day 1 | Worked 1½ | Off       | Off       | Off       |
| Day 2 | Worked 1½ | Worked 1½ | Off       | Worked 1½ |
| Day 3 | Worked 1½ | Worked 1½ | Worked 1½ | Off       |
| Day 4 | Worked 1½ | Worked 1½ | Worked 1½ | Worked 1½ |

| HOURS WORKED/ CREDITED | Article 37.2.1 | Article 37.2.2 |
|------------------------|----------------|----------------|
| 0 - 8                  | 1½ basic       | 1½ basic       |
| 8 - 12                 | 1½ basic       | 1½ basic       |
| over 12 (art 37.2.3)   | 2 basic        | 2 basic        |

**37.3** Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty), will be

compensated at one-half (.5) the basic rate, in addition to any other overtime payments contained in this Agreement. This unscheduled overtime payment will not be made if the employee is advised of such unscheduled overtime during the **first** hour of a tour **of** duty on the day in question.

- 37.4** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 12:00 noon of the previous work day. If such notice is not given, the employee shall receive seven (7) hours' pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.
- 37.5** Employees assigned to stand-by during their off hours shall be available to cover emergencies or unforeseen assignments and will be compensated at the rate of one dollar (\$1.00) per hour or part thereof. Employees shall not be assigned to stand-by during any day off.

## **ARTICLE 38**

### Meal Periods

#### **38.1 First Meal Period.**

**38.1.1** ~~in~~ all tours of duty in excess of six (6) hours, a first (1st) meal period of one (1) hours' duration shall be assigned, beginning no earlier than the start of the fourth (4th) hour of the tour and ending not later than the end of the fifth (5th) hour of such tour.

**38.1.2** It is understood that personnel assigned to CKY-TV Mobile (Contract) productions in excess of six (6) hours, will be assigned a first (1st) meal period of one (1) hour's duration, beginning no earlier than the start of the third (3rd) hour of the tour and ending no later than the sixth (6th) hour of the tour, Where no meal has been assigned prior to commencement of the tour provisions of Article 38.1.1 shall apply. Where a change of assigned meal period occurs within the tour, provisions **of** Article 38.3 shall apply.

## 38.2 Second Meal Period

- 38.2.1** A second (2nd) meal period of not less than thirty (30) minutes duration nor more than sixty (60) minutes shall be assigned in tours of duty of more than eleven (11) hours. **This** second meal period shall be assigned to end not later than three (3) hours after the completion of the first eight (8) hours of the tour of duty. No penalty **for** second meal shall be paid until after the completion of the extended three (3) hours after the completion of the first eight (8) hour tour of duty. Should second meal period not be assigned after the completion of three (3) hours, the meal displacement penalty shall be paid back to the **start** of the 9th hour.
- 38.2.2** The provisions of Article 38.2.1 above shall apply whether or not a first (1st) meal period was received.
- 38.3** When an employee is not given a meal period within the time limits required by this Article, they shall receive, in addition to their regular **salary**, compensation in an amount equal to one-half (.5) their basic hourly rate for each hour worked with a minimum **of one** (1) hour until a meal period is actually received or should have been assigned. This compensation **is** to be computed from the beginning **of** the last hour (38.1.1) or half hour (38.2.1) in which the meal period should have been assigned and extend to the start of the meal period given; or from the end of the meal period given and extend to the end of the first (1st) hour (38.1.1) or half hour (38.2.1) in which the period should have been assigned.
- 38.4** Article 38.1.1 shall not apply to employees assigned to Transmitters, Master Control or VTR Operators.
- 38.5** The Company will endeavour to provide sufficient time in addition to meal periods to an employee on remote assignment when suitable eating facilities are not available as decided by the Technical Director.

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**ARTICLE 39**Break Periods

**39.1** All employees other than those in Master Control and VTR Maintenance Technician shall be entitled to two (2) fifteen (15) minute break periods for each tour of eight (8) hours or less. The first break period to be taken not less than one (1) hour before the first meal period, the second not less than one (1) hour after the first meal period.

**39.1.1** Employees assigned to Master Control and VTR Maintenance Technician shall be entitled to one (1) fifteen (15) minute break period during each four (4) hour period they are on duty, which break period shall be assigned by the Supervisor concerned, provided that in an eight (8) hour tour of duty, the said break periods may be combined into one (1) break period of thirty (30) minutes. If either or both of the said break periods is not received the employee concerned shall receive an additional fifteen (15) minutes or thirty (30) minutes pay, whichever is applicable, at one and one-half (1.5) their basic hourly rate computed separately from the work week.

**ARTICLE 40**Overtime

**40.1** Employees may refuse to work unscheduled overtime, however, if all qualified employees in the job classification refuse to work, the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of Company seniority. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such unscheduled overtime except in an On-Air Emergency.

**40.1.1** News and Sports reporters and Producer/ Directors shall not refuse unscheduled overtime or scheduled overtime on a scheduled work day when completion of a given assignment is required.



**40.2** When an employee agrees to work overtime in accordance with Article 40.1 such overtime hours shall be compensated as **follows**:

**40.2.1** All time worked or credited in excess of eight (8) hours in one (1) day, shall be paid at the rate of one and one-half (1.5) times the hourly rate of the employee, computed separately from the work week.

**40.3** Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty), will be compensated at one-half (.5) the basic rate, in addition to any other overtime payments contained in this Agreement. This unscheduled overtime payment will not be made if the employee is advised of such unscheduled overtime prior to the end of the 3rd hour of the tour of duty.

**40.4** Payment for overtime work and penalties shall be made every two (2) weeks. Employees must have their overtime sheets turned in to their supervisor by 9:00 a.m. on Monday in order to receive payment for overtime work and penalties on the next processed pay.

**40.5 Overtime Banking**

**40.5.1** Employees will have the option of receiving time off in lieu of overtime pay. In addition to the days off allowed under 49.1.7, an employee may bank a maximum of fifty (SO) hours off in a calendar year. Time off will be credited at the same rate as overtime would normally be paid, e.g. 4 hours at double equals 8 hours off.

**40.5.2** The time off may be taken at a time mutually convenient to the employee and the Company. In the event the time off is not used by the employee within the calendar year in which it is earned, the hours worked by the employee shall be paid to the employee at the rate in effect when the work was performed. Payment shall be made within one (1) month of the end of the calendar year.

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**ARTICLE 41**Call-Back

- 41.1** Call-back is defined as time credited or worked by an employee who, having completed their tour of duty and having left their place of work, is called back to perform further work. Where a call-back extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.
- 41.2** Any employee called back to work shall be paid time and one-half (1.5) their basic hourly rate for work performed on call-back, including a thirty (30) minute travelling period, with a minimum credit of four (4) hours. If work performed on call-back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at two (2) times the basic hourly rate of the employee.
- 41.3** An employee not on standby shall not be required to work more than three and one-half (3.5) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 38 and 39 shall apply. (If called back after one and one-half (1.5) hours after end of shift does not apply).
- 41.4** News Photographers in possession of a van and equipment shall cover spot news (as defined by the News Director) on a self assigning basis. Payment shall be at 1.5 x (one and one-half times) for time worked outside of their regular shift, including days off and holidays.

When News Photographers are called out the standard penalties apply (Article 41.1).

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**ARTICLE 42**Turn-Around Period

- 42.1** A turn-around period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.
- 42.2** All time worked and any meal period which encroaches on the turn-around period shall be paid for as follows in addition to the regular basic rate: zero (0) to six (6) hours between start and stop time - one (1) times basic rate; six hours and one minute (6:01) to twelve (12) hours between stop and start time - one-half (.5) times the basic rate.

**RECAP**

| Hours between stop and start | Compensation  |
|------------------------------|---------------|
| 0 - 6                        | 1 times basic |
| 6:01 - 12                    | ½ times basic |

- 42.3** No payment shall be made for the following encroachments:
- 42.3.1** On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day off. Where such employee is absent due to unexpected sick leave, this exception shall apply to their replacement.
- 42.3.2** On a shift where an employee is released from duty for the entire tour of duty to attend negotiations or grievance meetings with Management.

**ARTICLE 43**Night Differential

- 43.1** When an employee works between 00:00 hours (12:00 midnight) and 0700 hours, all hours shall be compensated for at an additional one dollar and fifty cents (\$1.50) per hour, with a minimum payment of one dollar and fifty cents (\$1.50). Night differential shall be computed separately from the work week.

**ARTICLE 44**Travelling on Company Business

- 44.1** Employees shall not **use** their own automobile on Company business without prior approval, and denial of such approval shall not be subject to the grievance procedure.
- 44.2** Where an employee is required by the Company and agrees to use their own automobile during the course of their employment or receives permission from the Company to do so (not including transportation to and from their home), they shall be compensated at the rate of \$0.32 per kilometer.

**ARTICLE 45**Travelling Conditions

- 45.1** For pay purposes, employees engaged in travelling on an assignment for the Company shall be credited with all time consumed when travelling on such assignment except as provided in Article 46. Such time will be computed
- 45.1.1** From one (1) hour before the scheduled time of the carrier's departure when the employee leaves their home for travel by carrier. If the carrier's

departure is delayed more than one (1) hour, the employee shall so advise the Company.

- 45.1.2** From the assigned hour of departure from their home, when an employee travels by automobile direct to the assignment. Notwithstanding the foregoing, the provisions of 45.1.2 shall not apply in the case of a local assignment where such assignment is for the employee's entire tour.
- 45.1.3** From the time they leave their normal place of employment when the employee reports there before proceeding to travel.
- 45.1.4** From the assigned hour of departure from their lodging when an employee is using overnight accommodation.
- 45.2** Travel advances will normally be given to employees before departure. Where this is not possible, it is the responsibility of the assigning supervisor to make appropriate alternative arrangements. At no time shall an employee be expected to use their own credit cards to cover contingencies.
- 45.3** Employees on out-of-town trips in excess of three (3) calendar days will be entitled to reimbursement for the cost of the first five (5) minutes of a phone call to the employee's home location limited to two (2) such claims per calendar week.
- 45.4** Time credited for the return journey under the above conditions will be computed in the same manner.
- 45.5** When an employee's shift ends between 12:00 midnight and 6:00 a.m. (inclusive), the employee shall, if they so desire, be provided with adequate transportation from the workplace to their usual residence if such residence is located within the Perimeter Highway.

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**ARTICLE 46**Waiver of Time Credits

- 46.1** When travelling is on a carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel.
- 46.2** When travel is on a carrier between the hours of 12:00 midnight and 8:00 a.m. local time, and suitable sleeping facilities **are** available, no credits shall be allowed. For the purpose of this section, a single occupancy berth or seat on a plane **is** construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.

**ARTICLE 47**Definition of Location and Location Expenses

- 47.1** For the purposes of this agreement the following definition of “Local” will apply: Any points within a thirty-two (32) kilometer [twenty (20) mile] radius of the corner of Osborne Street and Broadway Avenue in the City of Winnipeg and attendant transmitter locations.
- 47.2** “Out-of-town” location shall **be** any point beyond the limits defined as “Local” location.
- 47.3** Employees on “out-of-town” assignments, other than those employees regularly assigned to out-of-town locations, who do not require overnight accommodation shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 38 of:

|           |         |
|-----------|---------|
| Breakfast | \$10.00 |
| Lunch     | \$15.00 |
| Dinner    | \$20.00 |

Personnel assigned to out-of-town locations shall not receive an allowance for assignments completed within three (3) hours or less.

- 47.4** Employees on “out-of-town” assignments, other than those employees regularly assigned to out-of-town locations, who require overnight accommodation shall receive a per diem allowance of forty-five dollars (\$45.00) (which shall be increased to sixty dollars (\$60.00) if the employee must travel out of town on less than three (3) hours’ notice), plus the cost of sleeping accommodation for each complete twenty-four hour period; or one dollar and ninety cents (\$1.90) per hour (which shall be increased to two dollars and fifty cents (\$2.50) if the employee must travel out of town on less than three (3) hours’ notice) when absences involve fractions of a day exceeding eight (8) hours and less than twenty-four (24) hours, up to a maximum of forty-five dollars (\$45.00) (which shall be increased to sixty dollars (\$60.00) if the employee must travel out of town on less than three (3) hours’ notice).
- 47.5** Per diem allowances shall be in addition to the following allowable expenses:
- 47.5.1** The cost of approved transportation.
- 47.5.2** The cost of taxis and limousine service between residence and point of departure and assigned common carrier and at point of destination, between accommodation and assigned common carrier.
- 47.5.3** The cost of vehicles for the transport of equipment when necessary in the opinion of the Company.
- 47.5.4** The cost of extra assistance in handling equipment when necessary in the opinion of the Company.
- 47.5.5** The cost of long distance telephone calls required for Company business.
- 47.5.6** The cost of parking Company vehicles.
- 47.6** It is understood between the parties that the Company will make every

effort to provide employees equal access to out of station or out of town assignments for which they are qualified. Such assignments will not be subject to the grievance procedure.

## ARTICLE 48

### Vacations

- 48.1** All employees are entitled to vacation as per the CKY-TV vacation schedule calculated as per the following table:

| Years of service at<br>December 31 of<br>current year | Annual Vacations<br>Work Days |
|---|-------------------------------|
|---|-------------------------------|

|          |    |
|----------|----|
| 1 to 9   | 15 |
| 10 to 19 | 20 |
| 20       | 25 |

- 48.2** Employees employed for less than (1) year as of December 31st of a given year **are** entitled to one and one-quarter (1.25) days of holidays per month of service computed as **of** December 31st.
- 48.3** The annual vacation period will be between January 1st and December 31st of a given year, however, preference shall be given to the time period between May 15th and October 31st, subject to the requirements and efficiency of operations. Vacation preference shall be given to the employees on the basis of Company seniority within the departmental group for vacation earned as per the CKY-TV vacation schedule.
- 48.3.1** Vacation reference **shall** be submitted on a "Vacation Request Sheet" noting the first vacation time period preference which shall be scheduled as per Article 48.3.

Where more than one time period is requested, (vacation time earned is split) second and third choices may be noted on the "Vacation Request Sheet", and shall **be** scheduled **as** per Article 48.3.



- 48.4** Employee vacation requests will be submitted in writing prior to April 1st for vacation period May 15th to October 31st, and prior to October 1st for vacation period November 1st to April 30th. The Company will post by April 30th the holiday schedule for May 15th to October 31st and will post by October 15th the holiday schedule for November 1st to May 14th. Changes to the holiday schedule will be made only with the mutual consent of both the Company and the employee.
- 48.5** Annual vacation must be taken by the employee, however, an employee will be allowed to defer one (1) week annual vacation in any one (1) year and take the said week in conjunction with their vacation in the following year when requested by the employee and agreed to by the Company. Provided however, the employee shall not be allowed to defer any vacation period which would result in such employees receiving more than five (5) weeks' vacation in any one (1) year.
- 48.6** in the event that an employee desires to apply for leave without pay in conjunction with their annual vacation it must be done within the time limits set forth for normal vacations and will be granted at the discretion of the Department Head and/or General Manager.
- 48.7** Employees whose vacation commences on a Monday shall, in the previous week, have the Saturday and Sunday off.
- 48.8** No employee of the News Department may take vacation or banked time off during a Spring BBM Survey Period or a Fall BBM Survey Period but subject to the requirements and efficiencies of the News Department, the News Director may grant written requests from employees of the News Department made to the News Director for vacation or banked time during those Survey Periods so long as the requested time off does not interfere with the News Department putting forth the best possible on-air newscast during those Survey Periods.

## ARTICLE 49

Legal Holiday and Payment

**49.1** The following shall be paid holidays:

New Year's Day  
Good Friday  
Victoria (Empire) Day  
Canada Day  
Citizen's Day (1<sup>st</sup> Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Plus any day duly proclaimed by Federal or Provincial authority as a public holiday.

- 49.1.1** The actual day of the holiday shall be deemed to be the holiday for pay purposes for any employees working on those dates.
- 49.1.2** If a holiday falls on a scheduled work day and the employee is not required to work they shall receive their normal basic pay for such day at the straight time rate.
- 49.1.3** If the holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2.5) times their basic rate (which amount shall include their basic rate) with a minimum credit of eight (8) hours and where applicable, the hours worked and/or credited shall be subject to any or all provisions of Article 40.1 and 40.3.
- 49.1.4** If the holiday falls on a scheduled day off they shall, at the employee's option, receive either one (1) additional day's pay for that week, or add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.

**49.1.5** If the holiday falls on a scheduled day off and an employee is required to work, they shall receive three (3) times their basic rate. Where applicable the hours worked shall be subject to any provisions of Article 40.1.

**49.1.6** A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday, and a tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday.

**RECAP** shows full application of all wage provisions as applied to the article in question (as computed for payment). Recap does not show the application of Article 40.3. The intent is that where more than one premium is applied to the same hours, the applicable rate shall not exceed a maximum of three (3) times the basis hourly rate.

| HOURS WORKED /CREDITED | Article 49.1.2 | Article 49.1.3 | Article 49.1.5 |
|------------------------|----------------|----------------|----------------|
|                        | 8 hrs basic    | 2½ x basic     | 3 x basic      |
| 8 = 12                 | -----          | 3 x basic      | 3 x basic      |
| Over 12                | -----          | 3 x basic      | 3 x basic      |

**49.1.7** With respect to Article 49.1.3 and 49.1.5 an employee at their own option, shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall indicate their option on their weekly time sheet for such holiday. The election of this option shall result in a reduction of wages, in an amount equal to eight (8) hours (normal tour) times the basic rate, from the holiday payment earned in accordance with Article 49.1.3 or 49.1.5.

## ARTICLE 50

### Scheduling of Christmas and New Year's Holidays

**50.1** Before December 1st of each year the Company will ascertain the preference of the employees and endeavour to take them into account regarding the scheduling of Christmas and New Year's holidays. No penalty payment for encroachment will be made if either of the said two

(2) days are worked at the request of the employee concerned.

- 50.2** Preferences shall be taken on the basis of Company seniority within the position.
- 50.3** Such scheduling shall not be the subject of a grievance.

## ARTICLE 51

### Medical and Group Insurance Coverage

- 51.1** The CKY-TV Group insurance Plan now in effect provides basic benefit coverage to CKY-TV employees as follows:

Group Life Insurance including Accidental Death and Dismemberment Benefit.  
Weekly Indemnity Benefit.  
Long Term Disability Insurance.  
Major Medical Expense Benefits.  
Healthguard Dental Benefits.

These benefits are more fully explained in a pamphlet available to all employees.

- 51.2** CKY-TV will pay the full premiums for all coverage except that portion related to the Long Term Disability Coverage for which the employee will be deducted the full premium, The payroll deduction will be separately identified on pay slips.
- 51.3** Unless required by Federal or Provincial Legislation, the Company agrees not to change, modify or vary the abovementioned plan now in effect insofar as it affects employees in the bargaining unit without prior consultation with the Union. Furthermore, the Company agrees not to reduce the benefits contained therein without prior consultation with the Union.

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**ARTICLE 52****Pension**

- 52.1** The Company agrees not to change, modify or vary the Company's Pension Plan now in effect insofar as it affects employees in the bargaining unit without prior consultation with the Union.

**ARTICLE 53****Sick Leave**

- 53.1** in cases of absence due to injury or illness, the employee is eligible for sick leave with pay subject to the provisions of the Company Group insurance Plan referred to in Article 51.

When taken ill, the employee shall, where reasonably possible, notify their immediate supervisor at least two (2) hours before their shift commences.

The employee shall offer proof of their illness, if requested to do so by the Company.

Sick Leave is not to be construed as vacation time. An employee shall not be entitled to sick leave with pay for injury or illness during their vacation period.

**ARTICLE 54****Compassionate Leave**

- 54.1** When an employee is permitted to be absent from work in order to cope with domestic contingencies or unforeseen emergencies that affect them or their immediate family, the Company, at its discretion may grant special leave with pay for **pari or all** of such absence. When travelling time is required, up to two (2) additional days with pay **shall** be granted.

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**ARTICLE 55****Jury Duty**

**55.1** An employee who is called to serve as a juror or a witness shall be compensated for the difference between the payment received for such jury or witness duty and the payment they would have received at their basic hourly rate, and shall be payable only if the employee:

- (a) gives the Company immediate notice of such jury duty call or subpoena as a witness;
- (b) obtains from the Clerk of the Court and presents to the Company a written statement specifying the precise days and hours served on the jury or as a witness and the exact amount of money the employee received for such service.

An employee serving on a jury or obeying a subpoena will not be scheduled to work evenings or weekends during such service except by mutual agreement.

**ARTICLE 56****Existing Benefits**

**56.1** The Company recognizes that as of June 8th, 1961 the employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein; the Company agrees not to alter or change these practices in such manner as to discriminate against employees in the bargaining unit.

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**ARTICLE 57**Outside Activities

- 57.1** Full time employees shall not engage in any activity or work or provide any service that is similar in nature to the business of CKY-TV or in any way competitive with the business of CKY-TV. Full time employees must receive their manager's prior written consent before engaging in any activity or work or providing any service that may be similar in nature to the business of CKY-TV or in any way competitive with the business of CKY-TV.
- 57.2** Employees shall not engage in any activity or work or provide any service that may adversely affect the public image or reputation of CKY-TV.

**ARTICLE 58**ENG/EFP Operation

- 58.1** It is recognized that certain assignments involving ENG/EFP equipment may require a crew consisting of more than one person depending upon the amount of **auxiliary** equipment required, accessibility of the assignment and the time factors involved. Having regard for the circumstances in each case, the Company will, where it deems it appropriate to do so, allocate more than one person to a particular assignment involving ENG/EFP equipment.

**ARTICLE 59**Leave for Employees With Child  
Care Responsibilities

Maternity and Parental Leave will be in accordance with the Canada Labour Code, a portion of which is reproduced below:

**59.1** Every employee who

- (a) has completed six consecutive months of continuous employment with an employer, and
- (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant

is entitled to and shall be granted a leave of absence from employment of **up** to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks **prior** to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

**59.2** (1) Subject to subsections (2) and (3), every employee who **has** completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

(2) The leave of absence may only be taken during the fifty-two (52) week period beginning

- (a) in the case **of** a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the **actual** care of the employee; and
- (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

(3) The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.

**59.3** The aggregate amount of leave that may be taken by one or two employees under sections 59.1 and 59.2 in respect of the same birth shall not exceed



fifty-two (52) weeks.

- 59.4** (1) Every employee who intends to take a leave of absence from employment under section 59.1 or 59.2 shall
- (a) give at least four (4) weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and
  - (b) inform the employer in writing of the length of leave intended to be taken.
- (2) Every employee who intends to take or who is on a leave of absence from employment under section 59.1 or 59.2 shall give at least four (4) weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.
- 59.5** (1) Subject to subsection (2), **no** employer shall require an employee to take a leave of absence from employment because the employee is pregnant.
- (2) **An** employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee.
  - (3) **A** pregnant employee who is unable to perform **an** essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time **as** she is unable to perform that essential function.
  - (4) The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.
- 59.6** Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefor, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on

leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

**59.7** (1) Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

(2) Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

(3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganization took place.

(4) The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits would be changed as a result of a reorganization referred to in subsection (3) shall **notify** the employee in writing of that change as soon as possible.

**59.8** (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the *entire* period of the leave.

(2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the

employee notifies the employer of the employee's intention to discontinue contributions during that period.

(2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

(3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

(4) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

**59.9** No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

## ARTICLE 60

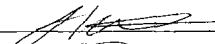

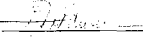

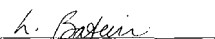
### Duration of Agreement

- 60.1** This Agreement shall come into effect on **June 10, 2003** and shall remain in force for a period of three (3) years until June 9, 2006 and from year to year thereafter, unless either party notifies the other by registered mail, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. in the event such notice is given, this Agreement shall continue in full force until a new agreement is concluded or until a lawful strike or lockout is executed pursuant to the provisions of the Canada Labour Code, whichever first occurs.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives on the 10<sup>th</sup> day of June, 2003.

Communications, Energy and  
Paperworkers Union of Canada

CKY-TV

|  |   |
|--|---|
| <br><br><u>Charles Coopersmy</u> | <br><br><u>K.P.</u> |
| <br><u>h. Bostein</u>   | <br><br><br>  |

### Letter of Intent #1

### Labour-Management Committee

Both the Company and the Union agree that, in the interest of maintaining the highest morale possible amongst the staff, and in doing so create a smooth functioning, efficient operation that works to the benefit of both the employees

and management, a Labour Management Committee will be established.

This Committee shall comprise representatives of union and management and shall include as chairpersons, the President of the Local and the Company Designee as the Company's representative.

This Committee shall meet once a month on a mutually agreeable date.

These meetings shall be held to discuss all matters that concern company and professional issues except those of negotiation of the agreement or those relating directly from a grievance arising from the agreement.

Minutes shall be kept of these meetings.

### **Letter of Intent #2**

#### **Education and Seminars**

CKY-TV encourages its employees to expand their expertise in fields related to their present and future development.

An employee shall be granted leave with pay to take courses at the request of the Company. When such leave is granted the Company shall bear the full cost of the course.

*r*  
N On prior approval of the Company, an employee who successfully completes a  
*r* course related to the Broadcast industry shall be reimbursed for one hundred  
*ad* (100) percent of the tuition fees and course required books associated with said course.

*The* It is understood if an employee received reimbursement for successfully  
*this* completing said course, they shall remain on staff for at least one (1) year  
*any ;* following completion of the course.

*nclu* It is further understood that should the employee quit their job or should the employee be dismissed for just and sufficient cause:

(a) prior to fulfilling the year after completing the course commitment, but after completing six months, they shall reimburse the Company for one half

of the amount that the Company contributed to the course payment;

(b) prior to fulfilling six months after completing the course they shall reimburse the Company for the total amount that the Company contributed to the course payment.

### **Letter of Intent #3**

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If an employee is prosecuted following acts performed in good faith and in the normal exercise of their duties and also when acting under orders from the Employer, the latter shall assume the defense of the employee as well as the costs involved including damages and interest.

(a) Decisions at all levels of the procedure, including the choice of attorneys and their mandate, shall be taken by the Employer.

(b) In the event the acts referred to in paragraph (a) prevent an employee from working, the Employer shall maintain the employee's wages and seniority shall continue to grow.

The employee prosecuted shall be allowed not to avail themselves of the above provisions. In which case, they shall assume their own defence, defray expenditures and be solely responsible for the judgment consequences.

### **Letter of Intent #4**

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CKY-TV staff when assigned to work on outside contract productions shall be governed by:

- a: **A ten** (10) hour work day.
- b: Straight time payment for the 9th and 10th hour.
- c: Time and one-half (1.5) payment for **all** hours worked after completion of the 10th hour approved by the contractor.

- d: No unscheduled rates will apply.
- e: No meal or break penalties will apply.
- f: Shift pattern is supply by the contractor.

### **Letter of Intent #5**

#### **Clothing Allowance For On-Air Reporters**

Upon completion of their probationary period, full-time on-air reporters shall qualify for a clothing allowance to the value of \$400.00 per calendar year, payable in two (2) intervals by January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

Notwithstanding the above provisions, the Company may, at its discretion, provide clothing to on-air reporters to wear on-air under an arrangement with an advertiser. In such case, the clothing allowance payment shall not apply.

### **UNION STATEMENT**

The following is a copy of the Company's policy with respect to Harassment. It is reprinted here for informational purposes only and not to be considered part of this Agreement, nor will any complaint be considered the subject of a grievance. However, the Union will, upon request, assist any bargaining unit employee with any aspect of the Policy. Any bargaining unit employee who may be the accused in any complaint, may avail themselves of all provisions of the Agreement, including the grievance procedure.

### **CKY-TV POLICY STATEMENT REGARDING HARASSMENT**

#### **POLICY:**

CKY5 Television is committed to providing a work environment, which is free of harassment and supportive of the self-esteem and dignity of every person within the company. Our objective is to ensure that there is a climate of understanding, cooperation and mutual respect.

To be successful in this objective, it is incumbent on all members of the CKY5 not to condone or tolerate behaviour which constitutes harassment. CKY5 will provide for a fair and prompt investigation of any complaint or concern without fear of reprisals, as long as the complaint is not found to be malicious or mischievous. Third party complaints will be investigated as above.

### **SCOPE:**

All employees of CKY5, Television Marketing Group (TMG) and Manipro are covered by this policy.

This policy covers complaints of harassment and sexual harassment in the workplace, as defined below. Problems or issues not covered by these definitions may fall under the Problem Resolution procedures (non-union) or grievance procedures for unionized employees.

### **DEFINITIONS**

#### **Harassment**

Harassment comprises any objectionable conduct, comment or display that creates an intimidating, hostile or offensive environment and is on the basis of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, pardoned conviction, physical or mental disability, sexual orientation or any other kind of discrimination which is prohibited by particular federal legislation.

- (a) by an employee, client or supplier of CKY5;
- (b) directed at and offensive to any other employee, client or supplier of CKY5; and
- (c) that the person knew or ought to have known would be offensive.

#### **Sexual Harassment**

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or in a continuous series of incidents that:

- a) that is likely to cause offense or humiliation of any employee; or
- b) that might on reasonable grounds be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.



Sexual harassment may occur between any two people.

### Employee

The references to employees in this policy and procedure includes all male and female employees of CKY5 and Television Marketing Group (TMG), and Manipro who are entitled to lodge a complaint and against whom complaints may be filed.

As CKY5 employs and deals with minors, express reference is made to the fact that this policy will apply to minors. A minor, a minor's parent or guardian may file a complaint in accordance with this policy.

### Workplace

This policy covers harassment that occurs at the workplace, which includes any location in which employees are engaged in CKY5 business activities necessary to perform their jobs. This includes social occasions sponsored by the company.

## **POLICY APPLICATION**

(1). Complaints of harassment will be received and investigated in a confidential manner in accordance with the procedures, including prescribing corrective action.

Harassment by an employee is a serious offence; if it is found to be true, the harasser will be subject to immediate disciplinary action. The appeal process is outlined in the attached procedures.

intentionally accusing someone of harassment, known to be false, is a serious offence and is also subject to disciplinary action.

### **Responsibility**

- a) *All employees* are responsible for identifying situations contrary to this policy.
- b) Managers are responsible for putting an end to any harassment in the workplace, that they are aware of, whether or not a complaint has been made.

Retaliation: Threatening, intimidating or discriminating against someone who has either filed a complaint or who is providing evidence or assistance in complaint proceedings is a criminal offence.

1. The General Manager will designate a Advisor/Complaints Receiver(s) and ensure individual(s) appointed receive appropriate training to deal with harassment issues.

The Advisor/*Complaints Receiver* will provide information and advice concerning harassment complaints and will acquaint employees with the scope of the policy and its procedures. The Advisor/*Complaints Receiver* should be known and accessible to the employees in their area.

The Advisor/*Complaints Receiver* or Human Resource Manager will receive complaints, inform the parties of their rights and responsibilities, arrange for a formal investigation (if required), including selecting an Investigator and must notify the General Manager of any formal complaint. The Advisor/*Complaints Receiver* should be a senior manager responsible for that workplace.

2. Nothing in this policy shall be deemed to limit the right of an employee to seek assistance from the Canadian Human Rights Commission, under the Canada Labour Code or commence action under their collective agreement or civil/criminal litigation, if applicable.

3. Human Resources shall keep a confidential record of the number of complaints filed, the nature of these complaints, the outcome of the investigation and the type of corrective action taken.

### **RESPONSIBILITY**

1. The General Manager is responsible for the overall application of this policy, to amend the procedures as required.

2. Managers are responsible for ensuring that this policy is applied in each of their respective areas. Failure of a manager to put an end to harassment, that he/she is aware of, in the workplace will result in disciplinary action.

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General Manager

