

COLLECTIVE AGREEMENT

Between

CICT, GLOBAL CALGARY,
CITV, GLOBAL EDMONTON,
CISA, GLOBAL LETHBRIDGE,
divisions of Shaw Media Ltd Partnership

and

COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION OF CANADA
(C.E.P.)
LOCAL MEDIA ONE

September 1, 2011

to

December 31, 2014



03957 (07)

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PARTIES

THIS AGREEMENT is made and entered into this day of
August 1, 2011

between

Global Calgary, Global Edmonton, Global Lethbridge
each a Division of Shaw Media Ltd. Partnership.
Hereinafter referred to as "The Company"

Party of the First Part

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION**

Hereinafter referred to as "The Union"

Party of the Second Part

ARTICLE 1

Intent

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions governing rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definition of Bargaining Unit

2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of October 22, 2010.

2.2 The Company will bargain collectively with the Union, as required by the Certification above referred to in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee

3.1 Definition

The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit; provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

3.1.1 Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender, and wherever in the wording of the Agreement the feminine gender is used it shall be understood to include the masculine gender.

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. These full-time employees shall be probationary employees for a period of six (6) months from the date of their employment with the Company. During the probation period the Company at its discretion may release the employee at any time, and such release may be subject to the grievance procedure up to but not including arbitration.

4.2 A part-time employee is defined as one hired on a regular basis to work less than thirty-five (35) hours per week. Such employee shall be paid on an hourly basis according with the hourly rate as described in the Wage Schedule and as assigned to their appropriate classification and rate. A part-time employee may work a standard work week when relieving a full-time employee.

Regular part-time employees shall be defined as those employees who work a minimum of 20 hours per week averaged over the previous twelve weeks.

4.2.1 Part-time employees shall be paid on the salary scale of the group to which they are assigned and progression shall occur at 1040 or 2080 (whichever is applicable) hours worked for those employees working 40 hours per week. This calculation shall include all hours worked including paid sick leave.

4.2.2 All articles of this Agreement shall apply to part-time employees except as hereinafter provided:

- a) Article 18 – Company Seniority;** shall apply, however, seniority shall be calculated and accumulate according to all hours of work, including all hours on paid leave but excluding all hours worked prior to establishing part-time status. For example 174 hours equals one (1) month of seniority.
- b) Article 23 – Lay-Off;** Lay-offs shall apply to regular part-time employees, however, in the event of a lay-off, affected employees shall receive four (4) weeks notice, or four (4) weeks salary in lieu of notice. It is further agreed that regular part-time employees shall be entitled to severance pay on a pro-rated basis.
- c) Article 24 – Re-Engagement;** shall apply to regular part-time employees, however, recall rights as set out in Article 24.3 shall not exceed six (6) months. In the event a regular part-time employee on lay-off works 20 or more hours per week , excluding sick leave, averaged over the previous 12 week period they shall be considered to have reverted to regular part-time status.
- d) Article 33 – Tour of Duty;** shall not apply, however, the minimum scheduled tour of duty shall be four (4) hours. All hours worked in excess of the scheduled hours shall be paid at one and one-half the basic rate for all hours worked. There shall be no assignment of split shifts except by mutual agreement between the employee, the Union, and the Company. Any extension of the posted tour may be refused with the exception of the most junior part-time employee on location at the time of the shift extension.
- e) Article 38 – Days Off;** Part-time employees working 24 scheduled hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the

Company. Days off may be changed, on a per occasion basis, without penalty, by mutual agreement between the Company and the employee with subsequent notice to the Union. Part-time employees are exempt from the minimum weekend off provisions.

f) Article 50 – Legal Holiday; shall not apply, however, part-time employees required to work on a statutory holiday shall be paid one and one-half (1½) times their regular rate for all hours worked with a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition the employee will receive four percent (4%) of regular earnings over the previous thirty (30) calendar days.

g) Article 52 – Sick Leave; shall apply, however, regular part-time employees shall be entitled to accumulate one and one-quarter (1¼) days of paid sick leave for every one hundred and seventy-four (174) hours worked after establishing regular part-time status.

h) Article 53 – Health and Welfare; Regular part-time employees shall be entitled to Health and Welfare benefits as contained in this Agreement, excluding Long Term Disability.

4.2.3 The provisions of Article 4.2 will not be used for the purpose of eliminating or replacing full-time employees or to avoid the re-call from lay-off of full-time employees or to avoid hiring full-time employees.

4.2.4 Part-time employees shall be probationary employees for a period of 1040 hours worked from the commencement of their employment within the job function.

4.2.5 A part-time employee may refuse additional work outside their regularly scheduled work assignment except as contemplated in Article 4.2.2 (d). However, part-time employees must submit in writing shifts that they are not available to work and shall update that information when any

change occurs. Part-time employees who are offered additional shifts with 48 hours notice on days where they have indicated their availability, and refuse such additional shifts three (3) times within a three month period, will forfeit their rights to be offered additional work for the next six months.

4.2.6 Subject to other provisions of this Agreement, part-time employees shall be offered, on a seniority basis, all part-time (including relief) and/or temporary work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding night differential) then the Company may offer the work to the next senior qualified part-time employee. If a qualified part-time employee is unavailable, then the Company may offer the work to a temporary employee.

4.3 A “temporary employee” is defined as one hired on a sporadic, occasional, as needed basis, not to exceed an average of thirty (30) days over any ten (10) consecutive weeks. Should a temporary employee exceed the foregoing they shall revert to part-time status.

Temporary employees shall be paid according to the wage schedule of the classification to which they are assigned.

Where a part-time employee cannot be found, as contemplated in Article 4.2.6, a temporary employee may exceed the foregoing time limits when hired to replace a full or part-time employee absent due to vacation, leaves of absence, (including sick leave) union business or training.

None of the Articles of this Collective Agreement shall apply to “temporary employees” except as hereinafter provided:

Article 35 – Posting of Schedules; Temporary employees shall have their proposed schedules posted (written in) at the time they are hired by the Company.

Article 38 – Days Off; Temporary employees working 24 hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company, however they are exempt from the minimum weekend off provisions.

Article 39 – Work on Days Off.

Article 42 – Overtime.

Articles relating to sick leave, medical plans, pension plan, and vacation credit shall not apply.

Article 50 – Legal Holiday; shall not apply, however, temporary employees required to work on a statutory holiday shall be paid one and one half (1 ½) times their basic rate for all hours worked, with a minimum credit of four hours, up to 8 hours and two (2) times their basic rate for all hours worked over eight (8) hours. In addition, temporary employees, working fifteen over the previous thirty days, shall receive statutory holiday pay calculated at 4% of regular earnings over the previous thirty (30) days.

4.3.1 Temporary employees will not be used to displace bargaining unit employees, or to avoid the recall from layoff of a bargaining unit employee.

4.3.2 Work on special projects, or productions shall be assigned to full-time or regular part-time employees, within the appropriate classification, before temporary employees are engaged.

4.4 Contractors may be engaged to perform specific on-air functions and in such event they shall be paid on a performance for fee basis.

4.4.1 Contract employees will not be used to eliminate, displace or to avoid the hiring of a bargaining unit employee.

4.4.2 The number of part-time, temporary and/or contract persons excluding part-time or temporary employees hired for remote locations or to cover the absence of a regular employee will not exceed fifteen percent (15) of the number in the Bargaining Unit. A waiver for occasional labour-intensive projects (such as telethons) will not be unreasonably withheld.

4.5 Part-time, temporary, and contract employees hired to perform bargaining unit functions will pay Union dues pursuant to Article 11 of this Agreement.

4.5.1 Students from a recognized educational institution shall not be considered employees as defined under this Agreement. Practicum students shall be allowed to perform unsupervised bargaining unit work for the duration of the practicum, which shall not exceed sixteen (16) weeks, after an initial training period of five working days. The Union shall not unreasonably deny requests for waivers where the educational institution requires a longer practicum. After these time limits are exhausted, practicum students shall be paid the appropriate rate for all hours performed.

4.5.2 It is understood that Article 4.5 has been agreed to so that students on practicum can get work experience without hindering the day to day operations of the station. They will not be used to displace bargaining unit employees as contemplated in Article 23.1.1.

4.6 The Company shall provide the Union, on a monthly basis, a report of the name, classification and hours worked by all employees in a part-time, or temporary capacity.

4.7 When an aggregate number of part-time hours in any one job function exceeds forty (40) hours per week on a regular basis (max. six consecutive months) the company shall post a full-time position in that job function provided that the full-time position can eliminate the need for the part-time position(s).

Further, when the number of hours worked by any part-time employee in one or more part-time job functions averages forty (40) hours or more on a regular basis, (max. six consecutive months) the part-time employee shall convert to full-time status.

The calculation with respect to the foregoing shall exclude hours worked to cover for the absence of a full-time employee on leave under this agreement.

ARTICLE 5 **Job Functions**

5.1 The Company agrees it will not combine the job functions listed below for the express purpose of eliminating full-time jobs. Where a job has been combined with another job, an employee affected shall have the right to exercise his/her seniority rights and shall not suffer a reduction in salary as a result thereof.

5.1.1 Wherever the term "classification" is used in this Agreement it shall denote any of the following job functions:

1. Accounting Clerk
2. Administrative Assistant
3. Anchor/Producer I
4. Anchor/Producer II
5. Anchor/Reporter
6. Art Director
7. Assignment Editor/Writer
8. Assistant Assignment Editor/Writer
9. Assistant Program Co-ordinator
10. Audio
11. Business Affairs Co-ordinator
12. Robotic Camera Operator
13. Clerk
14. Director/Camera
15. Commercial Production Supervisor

16. Commercial Writer Producer
17. Commercial Writer Producer Supervisor
18. Community Relations Coordinator
19. Computer Graphics/Artist
20. ENG Camera
21. ENG Camera/Editor
22. ENG Editor
23. ENG/Edit Supervisor
24. EFP Assistant
25. EFP Camera
26. Lighting Director
27. Maintenance Engineer
28. Maintenance Technician
29. Media Co-ordinator
30. News Assistant
31. News/Community Promotion
32. News Reporter
33. News Writer/Producer
34. On-Air Operator
35. On-Air Supervisor
36. Post Production Editor
37. Producer/Director
38. Production Assistant
39. Production Co-ordinator
40. Production Switcher
41. Production Facilitator
42. Program Co-ordinator
43. Promotion Supervisor
44. Promotion Writer/Producer
45. Quality Control Operator
46. Quality Control Supervisor
47. Sports Reporter/Anchor
48. Writer/Producer
49. Sales Assistant
50. Sales Promotions Co-ordinator
51. Scheduling Coordinator
52. Script Assistant
53. Senior Administrative Assistant

54. Senior Audio
55. Senior Camera
56. Senior ENG Camera
57. Senior ENG Editor
58. Senior Maintenance Engineer
59. Senior Maintenance Technician
60. Senior News/Sports Reporter
61. Senior News Writer/Producer
62. Senior On-Air Operator
63. Senior Post Production Editor
64. Senior Producer/Director
65. Senior Production Switcher
66. Senior Program Co-ordinator
67. Senior Script Assistant
68. Senior Studio Director
69. Senior Switcher
70. Senior Video Graphics Operator
71. Shipper
72. Studio Floor Director
73. Switchboard/Receptionist
74. Switcher
75. Switcher/Director
76. System Analyst
77. Technical Operator
78. Supervising Technician
79. Television Assistant
80. Technical Services Supervisor
81. Videographer
82. Video Graphics Operator
83. Graphics Designer
84. Sports Anchor
85. Weather Anchor
86. Sports Reporter/Anchor
87. Technical Producer
88. Eng Camera Supervisor

ARTICLE 6

Professional Activities

6.1 The first professional obligation of the employee shall be to the Employer.

6.2 (a) Unless the Employer and/or the Employee is required by law or by a court of competent jurisdiction or other competent authority to do so, no employee shall be required by the employer to give up custody of or disclose any knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the sources thereof to any party other than the employer.

(b) Where the employer has authorized the employee in writing to release for broadcast, material whose source is to be kept confidential then if the employee is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all the expenses incurred by the employee. The employer shall further compensate such employee against monetary loss, including but not limited to fines, damages or loss of pay provided the employee has not knowingly falsified such material for broadcast and provided that such material has been obtained in accordance with accepted journalistic practices.

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

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

6.5 Except in the case of an allegation of defamation no retraction of an employee's work shall be broadcast without every effort being made to first consult the employee.

6.6 Volunteer community work undertaken by employees shall not be pursued while the employee is at work without the written consent of the Company.

6.7 The first professional obligation of an employee shall be to the Company. An employee shall not engage in activities or work which is in direct competition with the Company, except with the prior written approval of the Company.

ARTICLE 7

Management Rights

7.1 It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations, directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

7.2 The Union agrees that nothing contained in this Agreement shall be construed as a limitation of the Company's rights to manage its affairs exclusively and that except where specifically restricted, abridged or modified by this Agreement, the Company holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The Union acknowledges that it is the exclusive function of the Company to hire, transfer, reclassify and suspend employees; and also the right of the Company to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that he has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided; provided further that a claim by a probationary employee that he has been

disciplined, suspended, or discharged without just cause, may be subject of grievance, and may be processed through the grievance procedure up to, but not including arbitration.

7.3 Provided further, and without limiting the generality of the foregoing, except where specifically restricted, abridged or modified by this Agreement, the Union recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces; the amount and type of supervision necessary of machines and technical equipment; procedures and standards of operations; the content of programs; judgement and final evaluation of personnel qualifications; the right to decide on the number of employees needed by the Company at any time; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plants; control over all operations, buildings, machinery, equipment, and employees and its relationship with suppliers of materials and/or services, is solely and exclusively the responsibility of the Company.

7.4 The management rights of the Company as above set forth shall be exercised in all respects subject to this Agreement.

ARTICLE 8

No Strike Breaking

8.1 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. Further, it will not originate a program or programs not normally fed to such facility, nor will the Company require any employee to perform the duty of other staff members engaged in a lawful strike.

8.1.1 Employees gathering news may attend at a strike location, and at their discretion, cross a picket line in the execution of their duties.

ARTICLE 9 **Union Membership**

9.1 All employees of the Company who were members of the Union as of January 1st, 1975 and any employee who was employed prior to January 1st, 1975 who subsequently joins the Union, and all employees hired after January 1st, 1975 shall become and/or remain a member in good standing of the Union as a condition of employment except as hereinafter provided.

9.1.1 Contract "on-air" talent engaged in accordance with Article 4.4 shall not be required as a condition of engagement to become members of the Union.

9.2 The Company may hire non-members provided however, that such new employees shall apply for membership in the Union within ninety (90) days after being hired and provided further that the Union will either accept or reject such application within thirty (30) days after receiving it.

ARTICLE 10 **Rejection of Membership**

10.1 The Company will discharge any employee covered by the provisions of Article 9 for the failure to pay dues and/or periodic assessments by the Union.

ARTICLE 11

Union Dues

11.1 During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The Company will be notified by registered mail of any changes in the present rate of deductions.

11.2 The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian Funds. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are deducted, and shall include with such remittance a statement on computer disk in ASCII format, showing the following:

- (a) The name, classification title and base salary of each bargaining unit employee;
- (b) The amount of dues deducted on base salary;
- (c) The name of any employee who has left or joined the Company since the last dues remittance.

ARTICLE 12

Non-Discrimination

12.1 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.

12.2 The Company policy regarding news/on-air employees campaigning for public office is acknowledged and agreed.

12.3 Employees shall enjoy equal rights under this Agreement regardless of sex, colour, racial, ethnic or national origin or religious or political affiliation.

12.4 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 his duties for the Company.

12.5 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his non-membership in the Union.

ARTICLE 13

Notification

13.1 The Company shall provide the local Union within five (5) days a copy of each of the following:

13.1.1 Notice of hiring, promotion, transfer, dismissal, extension of probationary period, suspension or any disciplinary action affecting any employee within the bargaining unit.

13.1.2 Any notice pertaining to the application or agreed to interpretation of this Agreement.

13.1.3 Notice of commencement by contractors including term of contract.

13.2 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.

13.3 The Company shall, when notifying a person of his acceptance as an employee, provide in writing the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be sent to the Union in accordance with Article 13.1.1 of this Agreement. The Company shall also include at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

13.4 The Company will, when remitting Union dues, designate which employees are employed on a part-time basis together with the number of hours worked by part-time employees other than those employed in Group 1.

ARTICLE 14

Leave for Union Activities

14.1 Upon request by the Union, the Company will release without loss of pay or other benefits, up to two (2) employees named by the Union to attend Grievance Meetings. Upon request by the Union, the Company will release without pay or benefits up to four (4) employees for Negotiation Meetings.

14.1.1 No more than one employee from each salary classification will be released for negotiation meetings unless the parties mutually agree.

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

14.2.1 Attend Executive Council Meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance. It is understood that not more than five (5) employees shall be released at any one time.

14.2.2 Accept a position with the Union or an official labour body for a period not exceeding six (6) months. Such leave shall

be granted by the Company on written request from the employee to the President of the Union provided such request is submitted thirty (30) days in advance.

14.3 Leave provided for in Article 14.2.2 shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 14.2.1, shall not constitute a break in the continuity of service in the computation of seniority, or other benefits under this Agreement, i.e., those benefits relating to seniority or length of service.

ARTICLE 15

Union Access to Premises

15.1 The Company will permit free access, upon reasonable notice, to its premises by an accredited Union official providing such access is at reasonable hours and does not interfere with the normal operation of the Company.

ARTICLE 16

No Strike Clause

16.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any stoppage, total or partial, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 17
Union Use of Bulletin Boards

17.1 The Company will provide a bulletin board for the exclusive use of the Union.

17.2 The Company agrees to the posting by the Union on such board of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by the Local Union Executive and a copy of such notice is provided to the President's Delegate before posting.

ARTICLE 18
Company Seniority

18.1 Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service. Each of the three stations will have separate seniority lists.

18.2 Station seniority shall relate only to the order of layoffs, promotions, choice of vacation periods and the scheduling of Christmas/New Year Season Statutory Holidays.

ARTICLE 19
Interruption of Service

19.1 In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement, the following provisions shall apply:

19.1.1 Continuity of service for the purpose of Company seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, except where Article 14.2.2 applies, or

19.1.2 If he returns to the status of an employee after one (1) year has elapsed, his Company seniority upon returning shall be that which he had on the effective date of such lay-off, transfer or leave of absence.

19.2 In the event an employee with less than one (1) year of Company seniority is laid off:

19.2.1 And he returns to the status of an employee before six (6) months have elapsed, his Company seniority upon returning will be that which he had on the date of such lay-off.

19.3 Seniority shall cease to exist if the employee resigns or is discharged.

ARTICLE 20

Promotions & Transfers

20.1 The employee with the most Company seniority shall, if he meets the necessary qualifications set for the position by the Company, be transferred to fill a vacancy and/or promoted to fill a vacancy. Such qualifications shall be set in a reasonable manner. The employee will be given reasonable assistance and time to train for the new position. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A vacancy shall be posted for a minimum of five (5) days prior to advertising outside. Where a vacancy results from a transfer or promotion the said posting period shall be three (3) days.

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

20.2 An employee promoted to fill a vacancy in a higher classification shall be on probation in such classification for a period of up to three (3) months and in the case of Anchors and Reporters for a period of up to six (6) months. The Company may, at any time during this probationary period, return the employee to his former classification with no loss of seniority. At the conclusion of a successful probation period, the employee will be advised in writing that his promotion has been made permanent.

20.3 Without his consent, no employee shall be permanently transferred or assigned to another job classification and the employee will not be penalized for such refusal.

20.3.1 No employee shall be permanently transferred to a location outside the greater Calgary, Edmonton or Lethbridge area except by mutual agreement.

20.4 Without his consent, no employee shall be transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

20.5 Employees who perform in a job classification different from their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performance, where the error relates to the lack of adequate training.

20.6 When an employee is transferred into a higher pay classification he shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in his former group, plus the amount necessary to place him on scale in the new classification, and shall automatically progress upward on the annual or semi-annual anniversary date, i.e. the date for anniversary increases shall not be affected by any change in classification.

ARTICLE 21

Upgrading

21.1 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, the employee shall be paid an additional two (\$2.00) per hour above their current rate for each hour so worked, with a minimum credit of four (4) hours. This clause shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded. At the time of such assignment an employee shall be verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.

Employees temporarily assigned to perform the duties of Non-Bargaining Unit Supervisor, or Manager shall be paid twenty (\$20.00) for each eight (8) hour tour of duty or part thereof and the employee's hourly rate shall be adjusted accordingly.

21.1.1 The provisions of Article 21.1 shall not apply when an employee is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days and where a qualified staff member is assigned to assist in such training. Further, 21.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods.

21.2 In the event of a temporary upgrading of an employee for a period of more than one (1) day [but in no event may a temporary upgrading be of greater duration than three (3) calendar months with the exception of parental leave] the employee so temporarily upgraded shall be verbally advised at the time of his assignment to a higher classification. Such advice shall also stipulate the probable duration of such temporary upgrading.

21.3 Where upgrading involves a job combination(s) the duration of upgrading may be extended to a period of six (6) months. If the combination job function averages sixteen (16) or more hours per week and continues beyond six (6) months the

employee shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 20.6.

21.4 Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 21 when assigned to train other employees. The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization.

ARTICLE 22

Dismissals & Resignations

22.1 The dismissal, demotion or discipline of a non-probationary employee shall be for just and sufficient cause. The employee shall be informed of the Company's decision to discharge, demote, or discipline him by notice in writing.

ARTICLE 23

Lay-Offs

23.1 The Company will consult with the Local Union executive with respect to any planned lay-off prior to any final decision being made, and prior to any discussions with those employees that may be affected. At this meeting the Company shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for lay-off. It is understood that this consultation will be deemed strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual employee(s). Notice of such meeting shall be a minimum of forty-eight (48) hours. When lay-offs are to be made, such lay-offs shall proceed in inverse order of Company seniority within those job functions and categories where the work has been reduced or eliminated; said job functions are listed in Article 30.

23.1.1 Notwithstanding the foregoing, a more senior employee in a job classification may offer to be laid off in the place of a more junior employee. If the offer is accepted by the company, the more senior employee will waive his bumping rights and will receive the severance provided for in Article 23.3.1.

23.2 Any employee about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply his Company seniority and revert to such other function. Such qualifications shall be set in a bona fide manner. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority. Notwithstanding, employees may not exercise bumping rights to anchor classifications.

23.2.1 Employees who bump into a different classification shall retain recall rights, for up to one year, as per Article 24, to their former classification.

23.2.2 In the event an employee reverts to a lower wage group, he/she shall continue to receive his/her higher salary for up to 3 months at which point the employee's salary shall be reduced to an amount equal to the closest equivalent rate in the lower wage group not in excess of his previous rate, and then such employee will precede on the scale in accordance with Article 31.

23.2.3 Employees who bump into a higher job group shall be paid at a rate within the new group closest to, but greater than, their rate of pay prior to the bump.

23.2.4 Employees must declare their intent to bump within fourteen (14) calendar days of receiving lay off notice. An employee so bumped shall receive six (6) weeks notice. However, should a bumping opportunity arise during the notice period, that was not available at the time of declaration, the employee shall have his/her right to bump provided that the

employee notifies the Company of his/her intention to do so within seven (7) calendar days of the new opportunity.

23.2.5 Subject to Article 23.1, where a part-time employee has more Company seniority than a full-time employee, the full-time employee shall receive the lay-off, however should the Company require a full-time employee in the job function affected, the most senior part-time employee shall be offered the full-time position. It is further agreed that should that person refuse the position, it shall then be offered to the next most senior employee within the classification.

23.3 In the event of lay-offs, employees affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

23.3.1 In the event of lay-offs, under either Articles 23 or 27, employees affected will receive two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years, to a maximum of fifty-two weeks.

23.4 While an employee is laid off, the Company will continue the total group health and welfare payments (excluding long term disability) for the period of lay-off up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.

23.5 The Company agrees that it will not consistently schedule overtime in order to affect or extend lay-offs.

23.6 It shall be the intention of the Company to give full consideration for job vacancies within the bargaining unit to those employees who are to be laid-off.

ARTICLE 24
Re-Engagement & Recall

24.1 Where any full-time or regular part-time work becomes available for which a laid-off employee is qualified, the Company agrees to re-engage, employees in order of company seniority. The qualifications will be set in a reasonable manner. (Definition - For the purpose of this Article “re-engage” means to return to work in a full-time or regular part-time position.)

24.2 Where any other part-time or temporary bargaining unit work becomes available for which a laid-off employee is qualified, the Company agrees to re-call, employees in order of company seniority. The qualifications shall be set in a reasonable manner. (Definition - For the purpose of this Article “recall” means to return to work in any part-time or temporary hours.

24.3 Employees laid off under Article 23 will be entitled to re-engagement or recall for one (1) year from the date of lay-off.

24.3.1 Employees who are recalled or re-engaged to positions other than their previous job classification will continue to have re-engagement rights to former job classifications for one year from the date of layoff or for as long as re-engagement / recall rights continue under Article 24.4.

24.4 In the event an employee on lay-off works one hundred forty-four hours or more over any six (6) consecutive work weeks, his/her recall rights shall be re-established for another twelve (12) months.

24.4.1 When an employee on lay-off has worked more than 910 regular (non overtime) hours over any 180 consecutive day window, the employee shall be considered to have reverted to full-time status. This does not include shifts worked to cover the absence of employees on leave. The Company will not manipulate or re-schedule productions, projects and shifts in order to avoid the re-establishment of recall rights as described above.

24.5 The Company's responsibility will be considered to be fulfilled if the Company:

a) In the case of re-engagement, sends all relevant job postings by letter or by courier, to the last known address of the affected persons on layoff. The employee must notify the Company of their intention within three (3) days of receipt of the letter or ten (10) working days of mailing the letter.

b) In the case of re-call, contacts the employee in person or by telephone and where possible leaves a message.

24.6 Where an employee has been re-called or re-engaged pursuant to this Article and has been paid severance in accordance with Article 23.3.1, the employee's seniority for the purposes of severance shall be considered that of a new employee.

24.7 Where an employee has accepted re-engagement to scheduled hours or shifts and cancels for reasons other than illness or other valid reason, the employee forfeits rights to re-call and re-engagement for a period of six (6) months.

ARTICLE 25

Performance Reports

25.1 Employees shall be advised immediately [within ten (10) working days] of the contents of any review or report which concerns them. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company. An employee shall sign the Company's copy of the report on performance, thus acknowledging receipt. Such signature will not be considered as concurring with the contents. If this procedure is not followed, such expression of dissatisfaction shall not become part of their records for use against them at any time.

25.2 The employee's reply to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 25.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.

25.3 An employee shall have access to his personal performance file during office hours in the presence of his supervisor and in the presence of a Union Steward or local officer, if the employee wishes.

25.4 Any complaint or accusation which may be detrimental to the advancement or standing within the Company and the employee's reply to such complaint or accusation shall be removed from the employee's file after thirty (30) months of issuance.

ARTICLE 26

Duties and Responsibilities

26.1 The Union has jurisdiction over the work or functions performed by members of the Bargaining Unit as defined in Article 2.1 occurring in or out of the premises of Global Television, Alberta. The Company will not transfer, assign, or sub-contract any work within that jurisdiction to persons outside of the Bargaining Unit, whether or not employed by the Company, if such action will displace a bargaining unit employee.

26.1.1 Displacement shall mean the layoff, dismissal, termination, reduction in regular hours of work, or the failure to recall from layoff of a full or part-time employee, or to avoid the hiring of employees, or for the express purpose of avoiding penalties stipulated under this Collective Agreement.

26.2 Notwithstanding anything otherwise contained in this Collective Agreement, the Company may use temporary, part-time, and/or contractors as referred to in this agreement.

This is subject to the extent of the prevailing percent rule for each station.

UNION SEAL AND AIR CREDITS

26.6 Every audio/video tape recording or film produced for or by the Company shall have the official CEP seal exhibited on the following:

- (a) Film/tape billboard
- (b) All tape or film containers

26.7 Every videotape or film produced for or by the Company, which displays a Company identification or logo, shall also legibly bear seal of the Union. The acronym CEP of such seal of the Union shall not exceed twenty-four (24) scan lines and shall be displayed lower in the frame than any Company credits, e.g.:

- (a) GLOBAL TELEVISION PRODUCTION

- (b) CEP Logo



on the closing credits.

ARTICLE 27 **Technological Change**

27.1 In the event that the Company introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth.

27.1.2 The introduction of Computer hardware and/or software shall be considered a Technological change with respect to the application of this Article provided that such introduction has occurred within one (1) year of displacement of an employee.

27.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment, device, which is or would fall under the jurisdiction of the employees in the bargaining unit, result in the lay-off (as distinguished from lay-offs caused by changes in programming) of employees, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations.

27.2.1 The Company will give the Union and the employees as much advance notice as is practicable, but not less than six (6) months notification of such lay-offs, or six (6) months pay in lieu of said notice plus all other benefits for the same period. Further, it is understood that employees laid off under this Article are entitled to all the provisions set out under the Lay-off and Re-Engagement Articles of this agreement.

27.2.2 The notice provided by the Company to the Union shall state:

- a) the nature of the change(s) contemplated.
- b) the date upon which the company proposes to effect the change(s).
- c) the number and type of employees affected by the change(s).

27.2.3 Where an employee(s) is displaced due to technological change, he shall be entitled to exercise bumping rights as per Article 23.2, at any point prior to the effective date of lay-off. Further, such employee shall maintain recall rights as per Article 24 during which time the Company agrees to re-engage said employee(s), based on seniority, to any vacancy other than

listed below that may occur within the bargaining unit. To obtain proficiency in his/her classification the employee(s) shall be given three (3) months after the date of re-engagement, which may be extended to six (6) months upon mutual agreement between the Company and the Union. The employee shall receive reasonable and adequate training during normal working hours. Employees shall be paid at the start rate within the new classification or their previous rate, whichever is less. If, in the sole opinion of the Company, the employee has failed to show sufficient ability in the new position, the employee shall return to lay-off status or if their re-call rights have been exhausted shall be considered terminated.

There shall be no requirement to re-engage employees to a supervisory position unless the employee was previously performing in a supervisory position. There shall be no requirement to re-call to the following job functions unless the employee previously occupied that job function:

- all job functions listed in Group 11 and above
- Maintenance Technician

27.5 Where a position is created as a result of technological change and/or the combination of job functions as a result of technological change, such position shall fall under the jurisdiction of the bargaining unit. Further, it is agreed that any new job function that may be created shall be referred to the Classification Committee.

ARTICLE 28

Grievance Procedure

28.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

28.2 The parties recognize that the "Canada Labour Code" provides that any employee may present his personal grievance to his employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.

28.3 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

STEP 1: The grievance shall be reduced to writing and a copy thereof delivered to the Production Manager, Chief Engineer or such appropriate department head as designated by the General Manager, within fifteen (15) working days of the grievance arising.

STEP 2: The grievance shall be discussed with the Station Manager or his 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 (10) days of the request for a meeting. Appropriate records of such meeting shall be kept.

STEP 3: If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the General Manager or President of the Company and the Union office for further discussion and consideration.

STEP 4: In the event that the representative of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The parties shall, within ten (10) working days of sending the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed,

the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

28.4 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be re-instated with any other benefit under this Agreement which may have been lost. In case of dismissal the arbitrator shall have the jurisdiction and authority to determine appropriate compensation in lieu of re-instatement.

28.5 If either of the parties to this Agreement considers that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 28.3.

28.6 Time Limits: Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, and Statutory Holidays and may be extended by mutual consent.

28.7 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

Article 29
Salary Groups

29.1 Groups for the purpose of wage classification for Global Edmonton and Global Calgary shall be as follows:

Group 1: Switchboard/ Receptionist

Group 2: Clerk; Shipper

Group 3: Administrative Assistant; Sales Assistant;

Group 4: Script Assistant; News Assistant; Television Assistant;

Group 8: ENG Camera; Production Co-ordinator; Robotic Camera Operator; Audio; Studio Floor Director; Switcher; Senior Administrative Assistant; Scheduling Co-ordinator; Production Switcher; Production Facilitator; Business Affairs Co-ordinator; Audio; Accounting Clerk; Video Graphics Operator; EFP Assistant; ENG Editor: Senior Script Assistant

Group 9: EFP Camera; Switcher Director; Senior Switcher; Senior Production Switcher; Media Co-ordinator; Senior Robotic Camera Operator; Senior Audio; Lighting Director; Senior ENG Camera; Senior ENG Editor; Senior Studio Director

Group 10: Computer Graphics/Artist; Announcer; Assistant Program Co-ordinator; Senior Video Graphics Operator
Community Relations Coordinator

Group 11: News Writer/ Producer; Commercial Writer Producer; Assistant Assignment Editor/ Writer; Program Co-ordinator; On-Air Operator; Quality Control Operator; Maintenance Technician, Promotion Writer Producer; Sales Promotions Co-ordinator; Graphic Designer: System Analyst

Group 12: Art Director; Director/Camera; Promotion Supervisor; Commercial Production Supervisor; Senior Maintenance Technician; Supervising Technician; Technical Services Supervisor; On-Air Supervisor; Producer/Director; Post Production Editor; Senior Program Co-ordinator; Quality-Control Supervisor; Senior On-Air Operator; Commercial Writer Producer Supervisor; ENG Edit Supervisor; Technical Producer

Group 13: Assignment Editor/Writer; News Reporter; Sports Reporter/Anchor; Senior Producer/Director; Senior Post-Production Editor

Group 14: Senior News Writer/Producer; Senior News/Sports Reporter; Anchor/Reporter; Sports Anchor; Weather Anchor

29.2 Groups for the purpose of wage classification for Global Lethbridge shall be as follows:

Group 1 – Receptionist; Production Assistant

Group 3 – ENG Camera; ENG Editor; News Reporter; Promo Writer/Producer; Writer/Producer

Group 4 – Graphic Artist; Producer/Director; Anchor/Producer I; Post Production Editor; News/Community Promotion; EFP Camera; Videographer; Technical Operator; ENG Camera/Editor; News Editor/Director; Senior Writer/Producer

Group 5 – Maintenance Engineer; Anchor/Producer II; Sales Assistant

Group 6 – Senior Maintenance Engineer; ENG Edit Supervisor

ARTICLE 30
Rates of Pay

The following rates are minimum:

30.1 Semi- Monthly Rates of Pay for Global Calgary and Global Edmonton

Group 1: Switchboard/ Receptionist

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 770	\$ 789	\$ 813
6 Months	\$ 884	\$ 906	\$ 933
1 year	\$ 934	\$ 958	\$ 986
2 year	\$ 1,071	\$ 1,098	\$ 1,131
3 year	\$ 1,182	\$ 1,211	\$ 1,248
4 year	\$ 1,264	\$ 1,296	\$ 1,335
5 year	\$ 1,339	\$ 1,372	\$ 1,413
6 year	\$ 1,515	\$ 1,553	\$ 1,600
7 year	\$ 1,675	\$ 1,717	\$ 1,769

Group 2: Clerk; Shipper

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,019	\$ 1,044	\$ 1,076
6 Months	\$ 1,112	\$ 1,140	\$ 1,174
1 year	\$ 1,175	\$ 1,204	\$ 1,240
2 year	\$ 1,285	\$ 1,317	\$ 1,357
3 year	\$ 1,389	\$ 1,424	\$ 1,466
4 year	\$ 1,482	\$ 1,519	\$ 1,564
5 year	\$ 1,579	\$ 1,618	\$ 1,667
6 year	\$ 1,672	\$ 1,714	\$ 1,765

Group 3: Administrative Assistant; Sales Assistant

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,324	\$ 1,357	\$ 1,398
6 Months	\$ 1,402	\$ 1,437	\$ 1,481
1 year	\$ 1,480	\$ 1,517	\$ 1,562
2 year	\$ 1,579	\$ 1,618	\$ 1,667
3 year	\$ 1,673	\$ 1,715	\$ 1,766
4 year	\$ 1,721	\$ 1,764	\$ 1,817
5 year	\$ 1,768	\$ 1,812	\$ 1,867
6 year	\$ 1,865	\$ 1,912	\$ 1,969
7 year	\$ 1,960	\$ 2,009	\$ 2,070

Group 4: Script Assistant; News Assistant; Television Assistant

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,296	\$ 1,328	\$ 1,368
6 Months	\$ 1,383	\$ 1,417	\$ 1,460
1 year	\$ 1,462	\$ 1,499	\$ 1,543
2 year	\$ 1,568	\$ 1,607	\$ 1,655
3 year	\$ 1,638	\$ 1,678	\$ 1,729
4 year	\$ 1,731	\$ 1,774	\$ 1,827
5 year	\$ 1,793	\$ 1,838	\$ 1,893
6 year	\$ 1,859	\$ 1,906	\$ 1,963
7 year	\$ 1,926	\$ 1,974	\$ 2,033
8 year	\$ 2,086	\$2,138	\$ 2,202

Group 8: ENG Camera; EFP Assistant; ENG Editor; EFP Assistant; Production Co-ordinator; Robotic Camera Operator; Audio; Studio Floor Director; Switcher; Senior Administrative Assistant; Scheduling Co-ordinator; Production Switcher; Production Facilitator; Business Affairs Co-ordinator; Accounting Clerk; Video Graphics Operator; Senior Script Assistant

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,553	\$ 1,592	\$ 1,639
6 Months	\$ 1,640	\$ 1,681	\$ 1,731
1 year	\$ 1,731	\$ 1,774	\$ 1,827
2 year	\$ 1,822	\$ 1,868	\$ 1,924
3 year	\$ 1,890	\$ 1,938	\$ 1,996
4 year	\$ 2,021	\$ 2,072	\$ 2,134
5 year	\$ 2,085	\$ 2,137	\$ 2,201
6 year	\$ 2,157	\$ 2,211	\$ 2,277
7 year	\$ 2,279	\$ 2,336	\$ 2,406

Group 9: Senior Robotic Camera Operator; Senior Audio; Lighting Director; Senior ENG Camera; Senior Studio Director; EFP Camera; Switcher Director; Senior Switcher; Senior Production Switcher; Media Co-ordinator; Senior ENG Editor

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,666	\$ 1,707	\$ 1,759
1 year	\$ 1,763	\$ 1,807	\$ 1,861
2 year	\$ 1,859	\$ 1,906	\$ 1,963
3 year	\$ 1,926	\$ 1,974	\$ 2,033
4 year	\$ 1,990	\$ 2,039	\$ 2,101
5 year	\$ 2,120	\$ 2,173	\$ 2,239
6 year	\$ 2,183	\$ 2,238	\$ 2,305
7 year	\$ 2,345	\$ 2,404	\$ 2,476

Group 10: Computer Graphics/Artist; Announcer; Assistant Program Co-ordinator; Senior Video Graphics Operator; Community Relations Coordinator

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,546	\$ 1,584	\$ 1,632
6 Months	\$ 1,638	\$ 1,678	\$ 1,729
1 year	\$ 1,701	\$ 1,744	\$ 1,796
2 year	\$ 1,793	\$ 1,838	\$ 1,893
3 year	\$ 1,859	\$ 1,906	\$ 1,963
4 year	\$ 1,926	\$ 1,974	\$ 2,033
5 year	\$ 2,051	\$ 2,103	\$ 2,166
6 year	\$ 2,120	\$ 2,173	\$ 2,239
7 year	\$ 2,279	\$ 2,336	\$ 2,406

Group 11: News Writer/ Producer; Commercial Writer Producer; Assistant Assignment Editor/ Writer; Program Co-ordinator; On-Air Operator; Quality Control Operator; Maintenance Technician, Promotion Writer Producer; Sales Promotions Coordinator; System Analyst; Graphic Designer

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,732	\$ 1,775	\$ 1,828
1 year	\$ 1,826	\$ 1,871	\$ 1,927
2 year	\$ 1,926	\$ 1,974	\$ 2,033
3 year	\$ 1,990	\$ 2,039	\$ 2,101
4 year	\$ 2,120	\$ 2,173	\$ 2,239
5 year	\$ 2,211	\$ 2,267	\$ 2,334
6 year	\$ 2,345	\$ 2,404	\$ 2,476
7 year	\$ 2,413	\$ 2,473	\$ 2,547
8 year	\$ 2,487	\$ 2,549	\$ 2,626

Group 12: Art Director; Director/Camera; Promotion Supervisor; Commercial Production Supervisor; Senior Maintenance Technician; Supervising Technician; Technical Services Supervisor; On-Air Supervisor; Producer/Director; Post Production Editor; Senior Program Co-ordinator; Quality-Control Supervisor; Senior On-Air Operator; Commercial Writer Producer Supervisor; ENG Edit Supervisor; Supervisor ENG Editor; Supervisor ENG Camera; Technical Producer

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,749	\$ 1,793	\$ 1,847
1 year	\$ 1,886	\$ 1,933	\$ 1,991
18 months	\$ 1,990	\$ 2,039	\$ 2,101
2 year	\$ 2,044	\$ 2,095	\$ 2,158
3 year	\$ 2,214	\$ 2,270	\$ 2,338
4 year	\$ 2,309	\$ 2,367	\$ 2,438
5 year	\$ 2,587	\$ 2,652	\$ 2,732
6 year	\$ 2,703	\$ 2,771	\$ 2,854

Group 13: Assignment Editor/Writer; News Reporter; Sports Reporter/Anchor; Senior Producer/Director; Senior Post-Production Editor;

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 1,615	\$ 1,655	\$ 1,705
6 Months	\$ 1,773	\$ 1,818	\$ 1,872
1 year	\$ 1,871	\$ 1,917	\$ 1,975
2 year	\$ 2,017	\$ 2,067	\$ 2,129
3 year	\$ 2,162	\$ 2,216	\$ 2,283
4 year	\$ 2,456	\$ 2,517	\$ 2,593
5 year	\$ 2,600	\$ 2,665	\$ 2,745
6 year	\$ 2,746	\$ 2,815	\$ 2,899
7 year	\$ 2,897	\$ 2,969	\$ 3,058

Group 14: Senior News Writer/Producer; Senior News/Sports Reporter; Anchor/Reporter, Sports Anchor, Weather Anchor

	<u>Sept. 1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 2,331	\$ 2,390	\$ 2,461
1 year	\$ 2,465	\$ 2,527	\$ 2,603
2 year	\$ 2,600	\$ 2,665	\$ 2,745
3 year	\$ 2,746	\$ 2,815	\$ 2,899
4 year	\$ 2,897	\$ 2,969	\$ 3,058
5 year	\$ 3,013	\$ 3,089	\$ 3,182
6 year	\$ 3,136	\$ 3,214	\$ 3,310

30.2 Monthly Rates of Pay for Global Lethbridge

Group 1 – Receptionist; Traffic; Production Assistant

	<u>Sept. 1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 2,273	\$ 2,330	\$ 2,400
6 Months	\$ 2,365	\$ 2,424	\$ 2,497
1 year	\$ 2,463	\$ 2,524	\$ 2,600
2 year	\$ 2,559	\$ 2,623	\$ 2,701
3 year	\$ 2,660	\$ 2,727	\$ 2,808
4 year	\$ 2,765	\$ 2,834	\$ 2,919
5 year	\$ 2,871	\$ 2,943	\$ 3,031
6 year	\$ 2,983	\$ 3,058	\$ 3,149

Group 3 – ENG Camera; ENG Editor; News Reporter; Promo Writer/Producer; Writer/Producer

	<u>Sept. 1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 2,603	\$ 2,668	\$ 2,748
1 year	\$ 2,710	\$ 2,778	\$ 2,861
2 year	\$ 2,814	\$ 2,884	\$ 2,971
3 year	\$ 2,924	\$ 2,998	\$ 3,087
4 year	\$ 3,036	\$ 3,112	\$ 3,206
5 year	\$ 3,155	\$ 3,234	\$ 3,331
6 year	\$ 3,279	\$ 3,361	\$ 3,461
7 year	\$ 3,407	\$ 3,492	\$ 3,597

Group 4– Graphic Artist; Producer/Director; Anchor/Producer I; Post Production Editor; News/Community Promotion; EFP Camera; Videographer; Technical Operator; ENG Camera/Editor; News Editor/Director; Senior Writer Producer

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 2,728	\$ 2,796	\$ 2,880
1 year	\$ 2,841	\$ 2,912	\$ 2,999
2 year	\$ 2,951	\$ 3,024	\$ 3,115
3 year	\$ 3,066	\$ 3,142	\$ 3,236
4 year	\$ 3,187	\$ 3,266	\$ 3,364
5 year	\$ 3,311	\$ 3,394	\$ 3,496
6 year	\$ 3,440	\$ 3,526	\$ 3,631
7 year	\$ 3,577	\$ 3,666	\$ 3,776

Group 5– Maintenance Engineer; Anchor/Producer II; Sales Assistant

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 3,031	\$ 3,107	\$ 3,200
1 year	\$ 3,153	\$ 3,232	\$ 3,329
2 year	\$ 3,278	\$ 3,360	\$ 3,460
3 year	\$ 3,406	\$ 3,491	\$ 3,596
4 year	\$ 3,539	\$ 3,627	\$ 3,736
5 year	\$ 3,678	\$ 3,770	\$ 3,883
6 year	\$ 3,820	\$ 3,915	\$ 4,033
7 year	\$ 3,973	\$ 4,072	\$ 4,194

**Group 6 – Senior Maintenance Engineer, ENG Editor
Supervisor**

	<u>Sept.1/11</u>	<u>Sept. 1/12</u>	<u>Sept. 1/13</u>
Start	\$ 3,178	\$ 3,258	\$ 3,356
1 year	\$ 3,308	\$ 3,391	\$ 3,492
2 year	\$ 3,438	\$ 3,523	\$ 3,629
3 year	\$ 3,574	\$ 3,664	\$ 3,774
4 year	\$ 3,713	\$ 3,806	\$ 3,920
5 year	\$ 3,859	\$ 3,955	\$ 4,074
6 year	\$ 4,008	\$ 4,108	\$ 4,232
7 year	\$ 4,168	\$ 4,272	\$ 4,400

ARTICLE 31
General Wage Provisions

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

31.2 The parties recognize that certain employees are receiving higher salaries than those specified in Article 30, as a result of individual negotiations prior to this agreement. It is agreed that no employee shall suffer a loss of income as a result of the wage scales herein negotiated.

31.2.1 An employee who is being paid more than the "top of the scale" will receive an increase as determined by the Company but in no event shall such increase be less than the dollar amount accorded to the "top of the scale" in the wage group to which such persons are assigned.

31.3 Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest to the employee's semi-annual or annual anniversary date of appointment.

31.4 Employees shall complete their weekly time sheets by the end of the first working day of the week following the week covered by the time sheets. Overtime that is submitted late may not be authorised unless the employee can demonstrate the reason overtime was worked. The company will provide photocopies of each altered time sheet, within one (1) week of the alteration, to the employee.

31.5 Salaries will be paid on the 15th and the last day of each month. Should the 15th or last day of the month be a non-banking day, it will be paid on the last preceding legal banking day.

31.6 A breakdown of overtime hours and penalties shall be shown on pay stubs.

31.7 Payment for overtime work, premiums, and penalties will be made not later than the pay period following the pay period that such overtime, etc., is worked.

31.8 For the purposes of computing an employee's hourly rate of basic pay, his/her semi-monthly salary shall be divided by 86.67 hours.

31.9 Each year the Company will indicate on the T4 and TP4 slips issued to employees, the total amount of dues deducted at source and forwarded to CEP. All T4 and TP4 slips will be issued no later than February 24th.

ARTICLE 32

Work Week

32.1 Calgary / Lethbridge
The forty (40) hour week shall obtain and shall commence at 00:01 a.m. Monday, and shall be inclusive of the first thirty (30) minutes of the first meal period and all other meal and break periods.

Edmonton

The work week for all employees, other than freelance, temporary (casual), part-time employees and office staff shall be forty (40) hours per week and shall commence at 00:01 hours, Monday. The hours of work will be exclusive of the first meal period and inclusive of break periods and all subsequent meal periods.

ARTICLE 33 **Tour of Duty**

33.1 A tour of duty 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 (1/4) 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. Split shifts may be assigned where mutually agreeable between the Company, the employee, and the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 34 **Excessive Hours and Safety**

34.1 The employer shall adopt and use methods and procedures which are adequate to render its employment or place of employment safe, and shall do everything necessary to protect the life, health and safety of its employees.

34.2 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.

34.3 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 his employment with the Company.

34.4 The employer shall give consideration to the capabilities of an employee for an assignment involving climbing towers and ladders.

34.5 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 Employer. 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.

34.5.1 The Company shall pay fifty percent of the cost of cold weather clothing to mobile, ENG, EFP, and maintenance personnel. The Company will replace worn out clothing on the same cost sharing basis no more often than once every two years. Employees shall be solely responsible for lost or misplaced clothing and for clothing damaged other than by reasonable wear and tear.

34.5.2 For those employees listed in Article 34.5.1, the Company shall pay fifty percent (50%) of the cost of cold weather clothing. The company will replace worn out clothing on the same cost sharing basis no more often than once every two (2) years. Employees shall be solely responsible for lost or misplaced clothing and for clothing damaged other than by reasonable wear and tear.

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

34.7 The parties agree to give proper attention to the health and safety of employees. To this end, there shall be a safety committee made up of Company and Union representatives.

ARTICLE 35
Posting of Schedules

35.1 Each employee's schedule for any week shall be posted as early as possible, but in no event later than 12:00 noon on the Tuesday, two (2) weeks prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time.

35.1.1 Each employee's schedule shall state clearly the daily starting time, finishing time, days off and meal periods. An employee's scheduled days off, can be changed up to seven (7) calendar days before the days in question. Any work scheduled on a posted day off shall fall under the provisions of Article 39.

35.1.2 In the event that an 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.

35.2 Employees shall have the right to refuse to work a permanent midnight shift, however, if all qualified employees in the job classification refuse to work, the Company may assign the work to the most junior employee within that job classification.

ARTICLE 36
Change of Starting Time

36.1 Notice of change in starting time shall be given as much in advance as possible, but not later than 16:00 of the last working day of the employee prior to the day of the change. 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, the Company will notify the employee directly. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.

36.2 Prior to going on leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be re-scheduled later but not earlier than the pre-arranged time. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a registered letter of notification has been mailed to the employee's normal mailing address designed to arrive prior to the pre-arranged reporting time.

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

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

ARTICLE 37

Lateness

37.1 An employee who reports late at his work or for a tour of duty may be subject to a reduction in pay in the following manner when such lateness is not due to an unusual circumstance beyond the control of the employee:

37.1.1 Between three (3) and fifteen (15) minutes - fifteen (15) minutes pay.

37.1.2 Between fifteen (15) and thirty (30) minutes - one-half ($\frac{1}{2}$) hour's pay.

37.1.3 Between thirty (30) and forty-five (45) minutes - forty-five (45) minutes pay.

37.1.4 Between forty-five (45) minutes and one (1) hour - one (1) hour's pay.

37.1.5 If an employee is more than one (1) hour late he shall be permitted to start work subject to the above deductions, unless that employee is instructed to the contrary by his supervisor in writing or verbally by his supervisor and then subsequently confirmed in writing by the supervisor within forty-eight (48) hours after the occurrence in question.

37.2 Notwithstanding any of the above, no pay shall be deducted from an employee when he is late provided that the said employee has arranged for another employee to perform his duties until such time as the employee in fact reports for work. It is understood that the employees shall not make it common practice to arrange for other employees to assume their duties due to lateness and that such arrangements shall only be made infrequently.

ARTICLE 38

Days Off

38.1 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Article 38.5, there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.

38.2 An additional day off is defined as twenty-four (24) hours plus the turn-around period, where applicable, i.e. where the day off in question is not scheduled conterminously with regular days off as defined in Article 38.1 and shall be scheduled at a mutually agreeable time. The additional day off shall be clearly indicated on the posted schedule.

38.3 There shall be two (2) consecutive days off in each work week. The Company shall make every effort to schedule the days off on weekends as frequently as possible and will endeavour to avoid requiring an employee to work more than two (2) weekends in a row. The Company may average these weekends off over a three (3) month period. However, an employee must receive a minimum of five (5) weekends (Saturday and Sunday) off during each three (3) calendar months. Where an employee does not receive a minimum of five (5) weekends off during each calendar quarter, commencing on January 1st in each year, such employee shall receive, in lieu of any such missed weekends, a penalty computed at one-half ($1/2$) his basic rate for regular hours worked on such weekend. Such penalty shall not be deemed overtime or part of basic pay.

38.3.1 The Company may hire employees to work consecutive weekends. The successful applicant shall be so advised in writing. Such employees shall not be entitled to the weekends off provisions of Article 38.3.

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

38.5 Two (2) scheduled days off may be separated by a holiday when no work is scheduled on that holiday.

ARTICLE 39
Work On A Day Off

39.1 An employee may refuse to work on his scheduled day off. When all employees in the job classification refuse work on their day off, the most junior person on a day off within that job classification may be assigned. No employee except the most junior qualified employee, in exercising the foregoing right of refusal will be penalized for refusing to work on a scheduled day off.

39.2 When an employee works on a scheduled day off, in accordance with Article 39.1, work performed on that day shall be compensated as follows:

39.2.1 If work is performed or credited on one day off in a week, time and one-half ($1\frac{1}{2}$) computed separately from the work week for all hours worked with a minimum credit of eight (8) hours.

39.2.2 If work is performed or credited on any days off scheduled conterminously to his first day off, and work was performed or credited on such first day off, double (2) time computed separately from the work week for all hours worked on this day(s), with a minimum credit of eight (8) hours.

39.2.3 If work is performed or credited on consecutive days off in different work weeks, (i.e. 4 consecutive days off), then any first day worked shall be paid at time and one half ($1\frac{1}{2}$) and any second, third or fourth day off worked in those four (4) days shall be paid in accordance with Article 39.2.2.

39.2.4 Should the hours worked or credited on a day off exceed eight (8) hours, all time worked or credited in excess of eight (8) hours, [but less than twelve (12) hours] will be paid at an additional one-half ($\frac{1}{2}$) the basic rate over and above the rates contained in Article 39.2.1 and 39.2.2.

39.2.5 Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) will be paid at an additional one (1) times the basic rate over and above the rates contained in Article 39.2.1 and 39.2.2.

Hours worked/ Credited	Art. 39.2.1	Art. 39.2.2
0 – 8	1 ½ basic	2 basic
8 – 12	2 basic	2 ½ basic
over 12	2 ½ basic	3 basic

39.3 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given not later than 16:00 of the previous work day. If such notice is not given, the employee shall receive four (4) hours pay at the basic rate.

ARTICLE 40

Meal Periods

40.1 First Meal Period: To all tours of duty a first meal period of sixty (60) minutes shall be assigned beginning not earlier than the third hour of such tour and ending not later than the end of the sixth (6th) hour of such tour.

40.1.1 First Meal Period News: Photographer/ENG, News Reporter/Anchor, Sports Reporter/Anchor, and Assignment Editor/Writer shall receive an inclusive first meal period of thirty (30) minutes and shall be assigned not beginning earlier than the third (3rd) hour of the tour of duty and ending not later than the end of the sixth (6th) hour of the tour of duty. The normal tour of duty for those receiving a thirty (30) minute meal break shall be eight (8) hours.

40.1.2 Where a first meal period is displaced outside the time defined in Article 40.1, displacement shall be calculated from the

start of the originally scheduled meal period until the meal is actually received. Where a meal period has not been scheduled, it shall be deemed to have been scheduled from the start of the fifth (5th) hour.

40.1.3 The penalty for first meal displacement shall be 0.5 times the employee's basic rate of pay for the duration of the displacement. For a displacement of one hour or less the penalty paid shall be for a minimum of one hour. For a displacement of more than one hour, the penalty paid shall be in one-half hour increments for each half-hour or part thereof.

40.2 Second Meal Period: A second meal period of not less than thirty (30) minutes shall be assigned in tours of duty of ten (10) hours or more. The second meal shall be assigned so as to be completed before the end of the third hour of overtime.

40.2.1 Where a second meal period is displaced so as not to have been completed by the end of the third (3rd) hour of overtime, a meal displacement penalty of one-half hour at the basic rate shall be paid.

40.3 Subsequent Meal Periods: A subsequent meal period of not less than thirty (30) minutes will be assigned within the third (3rd) hour after the completion of a prior meal period.

40.3.1 Where a subsequent meal is displaced so as not to have been received three (3) hours following a previous meal, a meal displacement penalty of one-half hour at basic pay shall be paid.

40.4 Except where the Company provides and pays for the meal in a time-frame that overlaps the meal window period, Article 40.1, 40.2 and/or 40.3 meal displacement penalties shall be paid.

40.4.1 If a meal encroachment is fifteen (15) minutes or less, no penalty shall apply.

40.4.2 Meal displacement shall be calculated for each meal period and where displacements overlap, meal displacement allowances shall compound.

40.5 Unless the Company provides and pays for the meal, six dollars (\$6.00) shall be paid to compensate for the cost of the second and each subsequent meal whether such meal is received or not.

40.6 In the event a remote location is so situated that facilities to obtain an appropriate meal are readily available for the crew during their assigned meal period, the Company shall:

a: Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or

b: At the Company's expense, furnish the crew with an appropriate meal.

40.6.1 In the event a remote location is so situated that no facilities are readily available for the crew during their assigned meal period the Company may give advance notice to an employee that he will be required to provide his first meal. Such notice must be given not later than twenty-four (24) hours prior to the start time of the employee for the day in question.

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

ARTICLE 41 **Break Periods**

41.1 The past practice with regard to break periods during a normal tour of duty shall continue.

41.2 On a tour of duty of more than eight (8) hours an employee shall not be required to work more than three (3) hours without receiving a break period.

ARTICLE 42 **Overtime**

42.1 Except for employees on priority call, employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty-eight (48) hours of the schedule being posted. Furthermore, the employee shall have the right to refuse any overtime scheduled or assigned thereafter. No employee, except for employees on priority call, in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

Should no employee(s) at the job site in the job classification (5.1.1) be willing to work overtime, the most junior employee(s) on site or off site within the classification may be assigned. In the case of work or an assignment of a continuing nature, the employee who has been assigned to the work may be required to extend their shift and perform the overtime.

Hours worked/ credited	Payment
0 – 8	Basic
8 – 12	1 ½ x basic
12 – 16	2 x basic
over 16	2 ½ x basic

42.2 When an employee works overtime in accordance with Article 42.1 such overtime hours shall be compensated as follows:

42.2.1 All time worked or credited in excess of eight (8) hours [but less than twelve (12) hours] in one (1) day, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate of the employee, computed separately from the work week.

42.2.2 Should the time worked or credited exceed twelve (12) hours, all hours worked or credited in excess of twelve (12) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate over and above the rates contained in Article 42.2.1.

42.2.3 Should the time worked or credited exceed sixteen (16) hours all hours worked or credited in excess of sixteen (16) will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate over and above the rates contained in Article 42.2.1.

Article 42.3 not illustrated in recap

42.3 Employees involved in unscheduled overtime or unscheduled work on a day off (i.e. overtime, or work on a day off, which is scheduled and/or worked without notice being given to the employee by 16:00 on the employee's last working day prior to the day involved) will be paid at one-half ($\frac{1}{2}$) the basic rate, in addition to any other payments received under this agreement for all such time scheduled and/or worked.

42.3.1 ENG Camera, News/Sports Announcers, and News/Sports Reporters will not be paid an additional penalty for the first hour of unscheduled overtime if such overtime is a direct result of an unexpected event (events of major political, economic, or social importance of which the Company had not or could not be expected to have prior knowledge).

42.4 All overtime must be authorized by a department supervisor in order to qualify for compensation.

ARTICLE 43

Call-Back

43.1 An employee called back to work shall be paid at the time and one-half ($1\frac{1}{2}$) rate with a minimum credit of four (4) hours including a thirty (30) minute travelling period. If call-back is extended over four (4) hours the additional hours will be paid at the double (2) time rate. Call-back shall be computed separately from the work week. The above payment shall not be made where News Reporter/Anchors or Sports Reporter/ Anchors are required to correct or recut their stories because of a factual inaccuracy of which the reporter should have been aware.

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

43.3 An employee on call-back shall not be required to work more than three and one-half ($3\frac{1}{2}$) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Articles 40 and 41 shall apply.

43.4 Where ENG Photographers are provided with a permanently assigned Company news vehicle they shall be on call and shall respond to calls on a rotating priority basis. Where an employee is absent on vacation or on an approved leave of absence, the Company may require the vehicle to be returned for the period of such a leave. Company vehicles will not be taken out of the province except on Company approved business.

43.5 Photographer/ENG on priority call who is called in to work on a scheduled day off shall be paid in accordance with Article 39 and Article 42.3 shall not apply.

43.6 The ENG Photographer on priority call shall be required to respond to a call at any time during their on-call period. Other

ENG Photographers may respond to a call, however, it is agreed such response shall be on a voluntary basis.

ARTICLE 44

Turn-Around Period

44.1 A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

44.2 All time scheduled or worked, including any meal period, within twelve (12) hours of the actual end of the previous tour of duty shall be compensated by one of the following premiums in addition to the basic rate of pay.

44.2.1 Where the period of time off duty is eight (8) or more hours but less than twelve (12) hours, one-half ($1/2$) times basic.

44.2.2 Where the period of time off duty is four (4) or more hours but less than eight (8) hours, one (1) times basic.

44.2.3 Where the period of time off is less than four (4) hours, one and one-half ($1\frac{1}{2}$) times basic.

Recap:

Hours Between Stop and Start Time	Compensation
0 – 4	1 ½ times basic rate
4 – 8	1 times basic rate
8 – 12	½ times basic rate

44.3 No payment shall be made for the following encroachments:

44.3.1 On a shift where an employee is released from duty for the entire tour of duty to attend negotiation or grievance meetings with Management.

44.3.2 On a swing in shift, in a regular rotating shift pattern, which has been approved by the Union, and occurs in conjunction with an employee's scheduled days off.

ARTICLE 45 **Night Differential**

45.1 When an employee works between 01:00 hours (1:00 a.m.) and 06:00 (6:00 a.m.) all hours shall be additionally compensated for at varying rates according to the following scale:

Between the hours of: Rate per hour:

01:00 - 03:00	\$2.50
03:00 - 06:00	\$4.50

Night differential shall not be deemed overtime or part of basic pay.

ARTICLE 46 **Expenses and Automobiles**

46.1 The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.

46.2 It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory, and he may at his discretion decline to do so. If any employee declines to use his vehicle in executing the business of the Company, the Company shall have the right to request another qualified employee in the bargaining unit to do so.

46.2.1 The Company agrees to supply employees with transportation or a vehicle when said employee performs his daily job function away from the Company premises and does not wish to use his own vehicle. The Company also agrees to maintain vehicles it owns or leases at a roadworthy level.

46.2.2 If an employee is authorized to use the employee's own

automobile for transportation in connection with work related duties, the employee shall be compensated at a rate of forty cents (\$0.40) per kilometre, with a minimum of three dollars and fifty cents (\$3.50) for each round trip or one-way trip to a location that would complete the employee's tour of duty.

46.2.3 When an employee on Company business is involved in an accident resulting in damage to his car, and the amount of damage cannot be recovered from any other person or persons, the Company agrees to re-imburse the employee to a maximum of \$250.00, such amount being regarded as the deductible amount on the employee's car insurance policy. Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

46.2.4 The Company shall notify on commencement of employment that the said employee may be required to occasionally use his vehicle on Company business. The Company must advise each employee that personal insurance rates may increase and agrees to re-imburse him for any additional premiums charged above the "pleasure only" rates.

46.3 An employee shall be reimbursed for all parking expenses while on Company business.

ARTICLE 47

Travel Conditions

47.1 When an employee travels out-of-town (as defined in Article 48) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty.

47.2 When an employee's travel time on an out-of-town assignment extends beyond his/her tour of duty, such time shall be compensated as hours of work.

47.3 For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed.

47.3.1 When the employee departs from his home for travel by common carrier, from one hour before departure of the common carrier.

47.3.2 From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment.

47.3.3 From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.

47.3.4 From the assigned hour of departure from his/her lodging when an employee is using overnight accommodation.

47.3.5 When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, an economy class seat on a regularly scheduled commercial airline is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have sleeping facilities, full time credit shall be allowed.

47.3.6 When travel is by charter transportation, from the local airport, from the assigned report time.

47.4 Time credited for the return journey under the above conditions will be computed in the same manner.

47.5 The Company agrees to maintain adequate liability insurance on all vehicles owned and rented by the Company which it requests any employee to drive.

47.6 When an employee is required to work at a studio or remote location other than his/her normal place of employment, he/she shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

47.7 When an employee is assigned to an out-of-town location where he/she is required to remain overnight, the Company will provide, if available, reasonable single room accommodation with a shower and/or bath.

ARTICLE 48
Location Definition and Expenses

48.1 For the purpose of this Agreement the following definition of "location" shall apply:

48.1.1 "Local" location is considered to be any point within a fifty kilometre radius of the Company's offices.

48.1.2 "Out-of-town" location shall be any point beyond the limits defined as "Local" location.

48.2 Employees on "Local" photographic assignments shall receive an expense allowance to cover the cost of first (1st) meals in the amount of six dollars (\$6.00) for each such meal. This expense allowance shall only be paid if no other meal penalties apply.

48.3 Employees who are assigned to an out-of-town location and are provided overnight accommodation shall receive per diem to cover the cost of meals and personal expenses for each completed twenty-four hour period in the amount of \$47.00.

In addition:

- (a) Hotels - payment will be for actual expenses
- (b) Air Travel - economy air fare
- (c) Ground Transportation - airport limousine or bus shall be

used where available, otherwise actual taxi expenses will be paid.

Where travel and overnight accommodation is required in the United States the per diem rate shall be paid in United States dollars at the then current rate of exchange. Where travel is required outside Canada it shall be the employee's option to accept per diem or submit actual expenses.

48.3.1 When an employee is assigned to an out-of-town location where the employee is not required to remain twenty-four (24) hours or more, the company shall pay following meals compensation:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$20.00

This provision shall only apply when the employee is out of town on assignment during the time of the employee's normally assigned meal periods.

48.3.2 Breakfast compensation will only be paid where the tour of duty begins in an out-of-town location.

48.4 Employees on remote assignments shall be reimbursed upon presentation of proper accounts and receipts, for all reasonable expenses incurred while on Company business.

48.5 Where an employee requires an advance to cover travelling and location expenses, the employee shall apply for such advance as far ahead as the employee's scheduled departure time as is practical. An employee who has incurred expenses shall submit an accounting of expenditures and accompanying receipts within five (5) days of the employee's return.

ARTICLE 49

Vacations

49.1 Except as modified by subsequent clauses of this Article, employees shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

49.1.1 Employees' vacation pay will be their basic rate at the time the vacation is taken.

Service: Seniority as defined in Article 18 computed as of June 30 th each year	Duration of vacation in working days	Payment
Start – 6 months	5/6 days/mo.	4%
6 – 12 months	15 days/year	6%
12 – 60 months	15 days/year	6%
60 – 180 months	20 days/year	8%
180 months & over	25 days/year	10%

Payment: % of gross earnings since July 1st of previous year to June 30th of current year to be paid within two (2) weeks of completion of vacation credits.

49.1.2 Part-time employees shall be paid the appropriate % of gross earnings as per 49.1.1 from July 1st of the previous year to June 30th of the current year to be paid by July 15th.

49.2 Every employee shall be entitled to have all of his vacation period consecutively unless requested otherwise by the employee and approved by the Company.

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

49.4 An employee will be entitled to begin and end his vacation in conjunction with his days off, plus any additional days resulting from the activation of Article 49.3.

49.5 Employees shall have the right to take their vacations throughout the calendar year subject to Management approval. Where there is a conflict within a job function as listed in Article 5.1.1 Company seniority shall apply. Each employee's application shall be submitted in writing on the form prescribed by the Company prior to April 15th for the 12 month period commencing the following July 1st. Vacation schedules for the same period will be posted by May 1st.

49.5.1 Employees who do not submit a vacation request by March 30th of the applicable vacation period may have their vacation assigned by the Company.

49.5.2 An employee's vacation, once posted in accordance with Article 49.5, shall not be rescheduled except by mutual consent.

49.6 Upon termination of employment an employee (or his estate in the case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previous June 30th, plus pay for any vacation period previously earned but not taken.

49.7 In special circumstances and with the leave of the Company, employees shall be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year such that their maximum entitlement in any vacation year is 6 weeks.

49.8 In the event that an employee desires leave without pay, he shall apply in writing to the Company, stating the reason for such leave. An employee will not suffer loss of seniority, but vacation, pension and other contributory benefits tied to income will be re-calculated on a pro-rata basis.

ARTICLE 50
Legal Holiday and Payment

50.1 The following shall be paid holidays:

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

If any additional day is proclaimed as a public holiday by the Federal Government, it shall replace a day from the above list.

50.1.1 If any of the above days fall on a Sunday and the day following is proclaimed a holiday by Federal, Provincial or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

50.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal pay for such day so that his basic monthly income will not be affected.

50.1.3 If a holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half ($2\frac{1}{2}$) times his basic rate (which amount shall include his basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half ($\frac{1}{2}$) times the basic hourly rate, and where applicable, the hours worked and/or credited shall be subject to any or all provisions of Article 42.1, 42.2.2 and 42.3.

50.1.4 If the holiday falls on a scheduled day off he shall receive one (1) additional day's pay for that week unless in lieu of such pay one (1) additional day off is given which is contiguous to the holiday or to the weekend in which the holiday occurs.

50.1.5 If the holiday falls on a scheduled day off and an employee is required to work, he shall receive three (3) times his basic rate, with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic hourly rate; and where applicable the hours worked and/or credited shall be subject to any or all provisions of Article 42.1, 42.2.2 and 42.3.

Hours worked/ credited	Article 50.1.2	Article 50.1.3	Article 50.1.5
0 – 8	8 hrs x Basic	2½ x Basic	3 x Basic
8 – 12 hrs	_____	3 x Basic	3½ x Basic
Over 12 hrs		3½ x Basic	4 x Basic

Recap shows calculation exclusive of basic rate.

50.2 When the Company and the Union agree to move a holiday to a date different from the scheduled date, all holiday premiums and penalties will be earned on the new agreed date.

ARTICLE 51

Scheduling of Christmas and New Year's Holidays

51.1 Before November 15th of each year the Company will ascertain the wishes of the employees regarding the scheduling of Christmas and New Year's Holidays.

51.2 These Christmas and New Year's Holiday schedules shall be posted not later than the 30th of November.

51.3 An employee shall be scheduled off on either:

- (a) Christmas and Boxing Day
or
- (b) New Year's Day

if requested by the employee and the employee shall not be scheduled past 6:00 p.m. on the eve of the holiday which he receives off. In the event of conflict between employee requests, the senior employee shall be given preference.

ARTICLE 52
Sick Leave
Calgary

52.1 An employee who is absent because of illness or accident shall receive sick leave computed on the basis of one and one quarter (1-1/4) working days credit for each month of Company seniority for a maximum credit equivalent to fifteen (15) working days within the calendar year, cumulative from year to year to a maximum credit of 130 working days, provided that the employee complies with the following requirements:

52.1.1 When taken ill he shall notify his Department Head at the earliest possible opportunity.

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

52.2 Absence because of illness or accident shall not interrupt an employee's vacation credits or seniority earned under the Agreement.

52.3 In the event an employee becomes entitled to monthly indemnity under the Company's Long Term Disability Plan, he

shall be entitled to apply any unused sick leave over and above such indemnity to maintain full regular income until such sick leave has been entirely used.

52.4 The plan guarantees a minimum benefit of 66 2/3% of insured earnings up to fifteen (15) weeks for each separate period of disability. Successive periods of absence due to the same or related causes separated by less than one (1) month of active employment may be considered as one period of disability.

Sick Leave **Lethbridge**

52.5 An employee who is absent because of illness or accident shall receive sick leave in accordance with the current short term disability plan. Sick leave is a benefit offered for the employee's personal illness or accident (not the illness of any dependent, relative, or friend). An employee who is unable to report to work shall contact his supervisor, or any member of management, at the earliest possible opportunity.

52.6 The employee may be required to offer proof of satisfactory to the Company of any illness if requested to do so by the Company.

ARTICLE 53

Health and Welfare Plans **Calgary**

53.1 The Company agrees to pay one hundred percent (100%) of the cost of the Company Group Life Plan and will continue the benefits so provided. In the event that the existing plan is changed, replaced or amended the Company agrees that it will continue to pay one hundred percent (100%) of the cost and provide benefits no less favourable than those provided at the date of signing of this Agreement.

53.2 The Company agrees to pay 100% of the premiums relating to the Company's dental and optical plans.

Maternity Leave

53.3 An employee with at least one (1) year of seniority shall be entitled to maternity or adoptive leave pay of two weeks basic pay payable as at the time the employee commences maternity leave.

53.3.1 An employee with at least one (1) year of Company seniority shall be entitled to paternity or adoptive leave of three (3) days with no loss of pay or benefits commencing the day of the birth or adoption.

53.4 Every employee who has completed six months of continuous service with the Company is entitled to and shall be granted a leave of absence without pay from employment as follows:

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

53.4.2 Subject to Article 53.5, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing as the employee elects,

- (i) in the case of a female employee,
 - (a) on the expiration of any leave of absence from employment taken by her under Article 53.4.1,
 - (b) on the day the child is born, or
 - (c) on the day the child comes into her actual care and

- custody, and
- (ii) in the case of a male employee,
 - (a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 53.4.1,
 - (b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
 - (c) on the day the child is born, or
 - (d) on the day the child comes into his actual care and custody, and

53.4.3 Subject to Article 53.5 below, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.

53.4.4 During maternity or adoptive leave as described in Article 53 the Company shall continue to pay 100% of the cost of the Medical Plans outlined in Article 53.

53.5 The aggregate amount of leave taken from employment that may be taken by two employees under Articles 53.4.2 or 53.4.3 in respect of a birth or adoption of any one child shall not exceed twenty-four (24) weeks.

53.6 Every employee who intends to take a leave of absence from employment under Article 53.4 shall,

- (a) give at least four weeks notice in writing to the employer unless there is a valid reason why such notice cannot be given, and
- (b) inform the employer in writing of the length of leave intended to be taken.

53.6.1 Every employee who intends to take or is on leave of absence from employment under Article 53.4 shall give at least four 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 such notice cannot be given.

53.7 Subject to Article 53.5 the Company shall not require an employee to take a leave of absence from employment because the employee is pregnant, unless the employee is unable to perform an essential function of her job and no appropriate job is available for that employee. The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

53.7.1 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.

53.8 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 Article 53.4 shall accumulate during the entire period.

53.9 Any other issue respecting maternity leave shall be dealt with in accordance with the provisions of the Canada Labour Code Part III.

53.10 There shall be a joint Company/Union benefits committee comprised of two (2) representatives of each party. The committee shall meet at least once annually, or more often if requested by either party, to review the benefit plan and consider changes or improvements.

53.11 Any changes to the benefits plan during the term of this agreement must be agreed to by a majority of the committee and subject to the ratification of both parties to this collective

agreement.

53.12 The cost incurred by the Company in the administration of the benefits and short-term disability plan shall not be charged against the level of contributions by the Company to the plan and shall be an extra cost to be borne by the Company.

Health and Welfare Lethbridge

53.13 The Company agrees to pay one hundred percent (100%) of the premiums as of the date of signing of this Agreement for business travel insurance, Alberta Health Care, basic group life, dependant life, AD & D, LTD, medical, dental, and optical plans. The Company agrees to provide the aforementioned benefits at a level that is no less favourable than those provided at the date of signing.

The employees shall pay any premiums for voluntary additional coverage.

53.14 Every employee who has completed six months continuous service with the Company is entitled to and shall be granted a leave of absence without pay from employment as follows:

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

53.16 Subject to Article 50.3, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing

as the employee elects,

- i) in the case of a female employee:
 - a) on the expiration of any leave of absence from employment taken by her under Article 50.2.1
 - b) on the day the child is born, or
 - c) on the day the child comes into her actual care and custody.

And

- ii) in the case of a male employee:
 - a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 50.2.1,
 - b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
 - c) on the day the child is born, or
 - d) on the day the child comes into his actual care and custody, and

53.17 Subject to Article 50.3, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.

53.18 The aggregate amount of leave taken from employment that may be taken by two employees under Articles 50.2.2 or 50.2.3 in respect of a birth or adoption of any one child shall not exceed twenty-four (24) weeks.

53.19 Every employee who intends to take or is on leave of absence from employment under Article 50.2 shall give at least four 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 such notice cannot be given.

53.20 Subject to Article 50.3 the Company shall not require an employee to take a leave of absence from employment because the employee is pregnant, unless the employee is unable to perform an essential function of her job and no appropriate job is available for that employee. The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

53.21 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

53.22 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 Article 50.2 shall accumulate during the entire period.

53.24 Any other issue respecting maternity leave shall be dealt with in accordance with the provisions of the Canada Labour Code Part III.

Health and Welfare Edmonton

53.25 The Company will pay fifty percent (50%) of all premiums during the first (1) year of full time Employee's employment and seventy five (75%) of all premiums thereafter in respect to the Insurance Benefits listed in this clause. The employee will pay the balance of all such premiums and costs.

53.26 The Company will pay fifty percent (50%) of all premiums of a part-time employee when that employee works twenty (20) or more hours per week. Participation in these benefits is optional.

The benefits are:

For Employees

Life Insurance

Accidental Death and Dismemberment

Weekly Income Insurance

Long Term Disability Insurance

For Employees and Dependents

Major Medical Health Insurance

Alberta Health Care

Dental Care Insurance

Edmonton Benefits

53.27 The benefits referred to in Article 44.2 that are currently in effect will not be altered during the term of this Agreement without the Union ratifying this change prior to it becoming operative.

53.28 Notwithstanding Article 44.1 the Company is entitled to alter the insurance carrier as determined from time to time by the Company so long as the benefits and conditions are not affected thereby.

53.29 A brochure outlining the insurance plan in Article 44.2 will be made available to all eligible employees.

53.30 The actual benefit coverage will be governed by the insurance contracts in place.

53.31 All employees, as defined in 2.3 (a) are eligible to join the Pension Plan and monthly contributions shall be made by both the employee and the Company. It is agreed that two (2)

members of the Union and two (2) representatives of the Company shall convene and review this Agreement's terms and conditions. The Pension Plan shall be annexed hereto as Schedule "B ". The Company agrees to match the employee's contribution up to but not exceeding those levels described above.

ARTICLE 54 **Pension**

54.1 The Company Pension plan in existence for each station at the signing of this Collective Agreement shall be kept in force for the term of this Agreement. Each employee enrolled in the aforementioned Pension Plan shall receive annually an audited statement of his status in the plan.

54.2 The parties hereto shall meet during the term of this Agreement to discuss changes and/or improved benefits in the Pension Plan.

ARTICLE 55 **Compassionate Leave**

55.1 When an employee is required to be absent due to death in his immediate family, i.e. legal guardian, husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, common law spouse, grandparents, he will be granted compassionate leave of absence with pay up to three (3) days, for the purpose of arranging/ attending the funeral.

55.1.1 When travelling time is required, up to two (2) additional days with pay shall be granted.

55.2 The Company at its discretion will continue the past practice of granting time off to employees for medical, dental and eye appointments where reasonable notice is given. Time off to attend such appointments shall not automatically extend the

employee's tour of duty that day nor shall overtime or penalty provisions apply during that tour of duty until the employee has actually worked the equivalent of his regular tour of duty.

55.3 The employer will consider requests for specified leave for emergencies, e.g. birth of a child, critical illness in the immediate family, however, payment for such leave will be at the sole discretion of the employer. Such leave, where granted, shall not be classified as part of an employee's annual vacation or sick leave.

ARTICLE 56 **Jury Duty**

56.1 Employees called to serve on juries or to obey a Crown Subpoena shall receive their regular salaries during such periods.

ARTICLE 57 **Education, Seminars, Etc.**

57.1 When an employee is advised by the Company to attend seminars, educational courses, etc., pertaining to the television industry, he shall receive eight (8) hours base pay for a whole tour or more, or his basic hourly rate for hours involving less than a full tour. It is agreed that Article 39, Article 40.4, Article 42, and Article 44 shall be waived to allow an employee to attend classes of instruction, seminars, etc. pertaining to the television industry. The Company shall, after prior approval, reimburse an employee for fees paid by the employee for any courses taken on his own time pertaining to the television industry. It is agreed that the Union can terminate this article upon ten (10) days notice to the Company in the event that the Union feels the intent of this article is being misconstrued. The Company shall have the right to terminate this article upon ten (10) days notice to the Union.

ARTICLE 58
Classification Changes

58.1 The parties agree to maintain a Classification Committee, which shall meet jointly, as required, to discuss job descriptions and classification matters. The Committee shall be comprised of three (3) Union members and three (3) Company members.

58.2 Where a new job classification is created or deleted either party may refer the matter to the Classification Committee for discussion and resolution of any differences that may arise with respect to the job title and/or rate of pay.

58.3 Should the Committee fail to resolve the differences between the parties, such issues that remain unresolved may be referred by either Party to binding arbitration. The cost of the arbitrator shall be paid by the Union. The selection of the arbitrator will be by mutual consent.

ARTICLE 59
Duration of Agreement

59.1 This Agreement shall be effective on September 1, 2011 and shall remain in force until December 31, 2014 and from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of their 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.

59.2 If such notice of desire to modify this Agreement is given as specified above, (Article 59.1), a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation. If

the resultant negotiations extend beyond the expiry date of this Agreement all provisions of the new Agreement shall be retro-active to such expiry date.

59.3 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds those parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any statute of Canada or any Order-in-Council or regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

APPENDIX A **Personal Harassment Policy**

The Company and the Communications, Energy and Paperworkers Union are committed to providing a workplace environment that is free from all forms of discrimination, personal and sexual harassment. Harassment of any kind violates the dignity and self-esteem of its victims, can negatively affect workplace stability and will not be tolerated.

The Company will make every possible effort to ensure that no employee is subjected to discrimination or harassment of any kind during the course of their employment. Complaints about harassment/discrimination will be dealt with in a serious manner. To this end, the Company encourages all employees to read and be familiar with the Company's policy on "Sexual Harassment and Non-discrimination".

LETTER OF AGREEMENT #1

It is agreed that both parties recognize that when producing on-air local programming, Guest Hosts may be required for their expertise on a particular subject matter. Guest Hosts will not be engaged for the production of News and Current Affairs programming.

LETTER OF AGREEMENT #2

The parties agree that the Company may use the services of non-bargaining unit personnel, who will have access to Company equipment and facilities, for specific work projects of a fixed duration. It is agreed that full-time bargaining unit personnel will not directly or indirectly be displaced as a result of implementation on this letter. Such work projects shall include independent productions, commercial ventures and other revenue generating projects which might otherwise not be obtainable by the Company. The intent is to allow the Company to be competitive in these areas, and is not intended in any way to affect the security of members covered by the collective agreement. In all such endeavors the Company shall attempt to make maximum use of bargaining unit members.

The Company agrees to pay dues to the Union for any non-bargaining unit personnel used under the terms of this letter, who perform work that would fall within a job classification contained in the agreement. Dues shall be calculated at the current rate applied to bargaining unit employees, based on top-of-scale rate for the job classification.

The Company will inform the Union of any project or production that is being contemplated under this letter prior to any agreement being signed. Further, it is understood and agreed that this article may be cancelled by either party with 30 days notice. For any project where a signed agreement exists, and the Union was notified in advance, such projects will be allowed to continue to completion for a maximum period of 12 months.

LETTER OF AGREEMENT #3
ANCHOR/REPORTERS

- 1) The Parties recognize that certain employees in the Anchor/Reporter job classification may be featured in promotional material of the Company. This letter of Agreement applies to such employees, termed "Anchor/Reporters" in this letter.
- 2) All terms and conditions of the Collective Agreement continue to apply to Anchor/Reporters.
3. Anchor/Reporters may negotiate individual agreements with the Company providing that any such terms do not alter, amend, or contradict any terms of the Collective Agreement, except as follows:
 - a) The Anchor/Reporter's salary must be 10% above top of scale Group 14.
 - b) Any non-competitive or restrictive covenant shall not exceed six months after the end of any such agreement.
 - c) The employee must give the Company a minimum of three months notice of their intention to leave the Company.
 - d) The Company will provide the employee with a minimum of three months notice of their intention to remove the employee from the Anchor/Reporter position.
 - e) If the Anchor/reporter ceases to be an Anchor/reporter, the employee shall have the option to:
 - i) To receive the lump sum severance payment outlined in

their individual Anchor contract, if applicable, and forfeit all rights and privileges under the Collective Agreement.

ii) Exercise all rights and privileges under the Collective Agreement.

4. Any individual agreements under paragraph 3 will survive the end of one collective agreement and the commencement of the replacement collective agreement.
5. The individual Anchor/Reporter contract shall be supplied to the CEP National Representative in Vancouver. Upon receipt, the CEP will have five (5) business days to object to any terms of the agreement. The contents of these agreements shall be deemed to be strictly confidential and may not be disclosed by the Union.

LETTER OF AGREEMENT #4

The company undertakes that during the term of this Collective Agreement, it will not establish a production facility remote from Calgary Television Centre

LETTER OF AGREEMENT #5 **RE: TRANSFER OF WORK**

Notwithstanding the provisions of Article 26, where the Company transfers or assigns bargaining unit work to a Shaw Media Ltd Partnership or to any other Shaw Communications facility, and where this results in the direct or indirect displacement of bargaining unit employees, said employees shall retain bumping rights in accordance with Article 23. In addition to the foregoing the following provisions shall apply:

Where there is mutual agreement between the Company and the employee, option (a) or (b) may be exercised:

- a) Where the Company offers alternative employment, the

employee may accept a transfer to another job classification and shall receive appropriate and adequate training. It is agreed that no other bargaining unit persons will be displaced as a result of exercising this option.

- b) The Company may offer the opportunity to relocate to a related Company. Where this option is exercised full severance and reasonable relocation expenses shall be paid.

Where mutual agreement with respect to options (a) or (b) cannot be achieved, the employee affected shall receive the following severance package:

- 1) 3 months notice and 3 months pay in lieu of notice
- 2) a severance payment of 4 weeks per year of service and pro-rated for partial year of service to a maximum of 78 weeks.
- 3) A retraining or equivalent benefit of \$5000 for employees with 1 to 24 years of service and \$7500 for employees with service of 25 years or more.

The above severance will be offered to those employees affected with first right of refusal to the department affected on a seniority basis and subsequently on a seniority basis throughout the remainder of the bargaining unit. Employees choosing to accept the severance package must notify the Company within two weeks.

In the event that those employees who are directly or indirectly affected wish to retain their employment, the Company agrees to offer the package to any department, on a seniority basis, that the affected employee believes represents a reasonable opportunity for successful retraining. Vacancies created by this process shall be filled, on a seniority basis, by those wishing to retain their employment, and they shall be provided reasonable and

adequate training. The individual shall have 3 months to demonstrate proficiency to an acceptable level. The training period and the demonstration of proficiency shall occur prior to but not exceed the 3 months notice period as described in (1) above. If additional training time is required the employee may utilize additional time drawn from the 3 month payment in lieu of notice period.

Any employee that volunteers to take a severance package in order for someone else to retain their employment shall remain at work during the trainee's training period and shall only receive the package if the trainee successfully completes the training period.

If no other employees choose to accept the severance package or if the individual does not achieve proficiency they must accept the above severance package.

It is understood employees who accept the above package shall relinquish all re-engagement rights and re-call rights and shall be considered terminated.

This letter of understanding continues during the term of this collective agreement, including any extended term under article 59.I.

LETTER OF AGREEMENT #6

PENSION PLAN SYNOPSIS CITV

Employees of CITV and CanWest Studios may join the CW Shareholdings Inc. Retirement Plan for former Allarcom employees after completion of three (3) months service. The plan is a money purchase plan to which the employee contributes four percent (4%) of earnings and the Company contributes four percent (4%) of earnings for the duration of this Agreement.

Each year interest is credited to both the employee contributions and Company contributions. The rate credited is determined by the investment earnings of the pension fund and the Company contributions forfeited by terminating members.

The normal retirement age is 65. However, employees are allowed to retire early within the ten year period to normal retirement age. The amount of pension at retirement depends on the following factors:

- age at retirement;
- the amount of employee and Company contributions accumulated with interest;
- the annuity rates available at retirement, and;
- the form of pension (i.e. single life annuity with a guaranteed period or a joint-survivor annuity with continuation to spouse.)

The termination and pre-retirement death benefits are determined by the amount of the employee contributions accumulated with interest and the vested portion of Company contributions accumulated with interest.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVE ON THIS 31st
DAY OF August, 2011.

CEP Media One



Wayne Seibel



Curtis Britton



Steve Hirlehey