

COLLECTIVE AGREEMENT

between

COMMUNICATIONS, ENERGY AND

PAPERWORKERS UNION

OF CANADA

CEP • CLC

and

CFRN-TV

A DIVISION OF Electrohome LIMITED

June 27, 1994 - March 31, 1997

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INDEX

Article		Page
	Parties	1
1	Intent	1
2	Bargaining Unit	2
3	Definition of Employee.	4
4	Jurisdiction	5
5	Part-time Employees	8
6	Probationary Period	15
7	Management Rights	17
8	Notice of Dissatisfaction	18
9	Grievance Procedure.	21
10	Outside Activities	25
11	Non-Discriminationfor Union Activities	27
12	Union Security/Dues	28
13	Notification	29
14	Union Leave	30
15	Union/Company Committees	32
16	Strikes or Lockouts	33
17	Seniority	35
18	Technological Change	36
19	Layoffs	40
20	Vacancies, Promotions and Transfers	48
21	Employee Classifications	50
22	Salaries	51
23	Salary Groups and Classifications . . .	54
24	Salary Schedules	57
25	Term of Agreement	68
26	Hours of Work	69

INDEX

Article		Page
27	Scheduling	73
28	Overtime	75
29	Work on Days Off	77
30	Premiums	78
31	Upgrading	81
32	Meal and Break Periods	83
33	Use of Private Automobile	87
34	General Holidays & Holiday Pay	90
35	Annual Vacations	93
36	Compensatory Leave	97
37	Illness Leave	99
38	Leaves of Absence	103
39	Maternity/Child Care Leave	107
40	Adoption and Paternity Leave	108
41	Group Benefits	109
42	Pension Plan	115
43	Educational Trust Fund	117
44	Staff Training & Familiarization	118
45	Safety	121
46	Work Environment.	122
47	Bulletin Boards	123
	Signatories	124
	Appendix A - Letter of Understanding re: Union Pension Services	125
	Appendix B - Letter of Understanding re: Cafeteria Service	126

INDEX

Article	Page
Appendix C - Letter of Understanding re: News Anchor Classification	129
Appendix D - Letter of Understanding re: Travel Conditions	130
Appendix E - Letter of Understanding re: Scheduling - Master Control All Night Shift	132
Appendix F - Letter of intent re: Jurisdiction .	134
Appendix G - Letter of Understanding re: Training and Development	135
Appendix H - Letter of Understanding re: Bargaining Unit Work	139

PARTIES

THIS AGREEMENT is made and entered into this 17th day of July, A.D., 1995

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

hereinafter referred to as "The Union"
Party of the First Part

AND: CFRN-TV

hereinafter referred to as 'The Company'
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 covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for

prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two Parties.

ARTICLE 2

BARGAINING UNIT

2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit as defined by the decisions of the Canada Labour Relations Board on February 8, 1984 and September 16, 1988 or any amendments by the Board or as mutually agreed to by the Parties. The bargaining unit shall consist of:

All employees of CFRN-TV, Edmonton, Alberta, except:

President and Chief Operating Officer, Vice-President/General Manager, Program Manager, Director of Operations, Assistant Operations Manager, General Sales Manager, Retail Sales Manager, Traffic Manager, Research Director, Commercial Production Manager, Account Executive, Manager-News/Sports, Assistant Manager-News/Sports/Public Affairs, Director of Engineering, Manager-Engineering, Manager of Finance, Controller, Accountant, Data Systems Supervisor, Credit Manager, Human Resources Director, Human Resources Assistant, Executive

Secretary, Manager of Program Development, Marketing and Promotion Manager.

2.2 Subject to the provisions of Article 4.4 of this Agreement, individuals ~~or~~ individuals represented by companies who enter into separate contracts ~~with~~ the Company pursuant to Article 4.4, **shall** be excluded from the bargaining unit and all other conditions set out in this Agreement.

2.3 New Job Classifications

- (a) The Company shall notify the Union in writing of any and all new job classifications created during the term of this Agreement. Such notice shall be given within thirty (30) calendar days of the establishment of such classification and shall contain the job description for the classification to be established.
- (b) Either Party to this Agreement may request that negotiations begin within thirty (30) calendar days of the issuance of ~~the~~ notice outlined in (a) above, to determine if such job classification shall be excluded from the bargaining unit. **If** agreement is not reached within thirty (30) calendar days of the request outlined above, the issue shall be referred to the Canada Labour Relations Board for a decision.

- (c) All new job classifications included in the bargaining unit shall be subject to further negotiations for the purpose of determining pay scales and the Company Division in which the new job classification is to be placed.
- (d) If agreement is not reached on the issues contained in (c) above within thirty (30) calendar days of the request outlined in (b), such issues as remain unresolved shall be referred in writing to arbitration pursuant to **Articles 9.5, 9.6 and 9.7** of this Agreement.
- (e) The Company shall be free to set an interim salary rate for any new job classification that is in dispute under the terms of (c) above, provided that the salary rate specified by an arbitrator shall be implemented retroactively to the date the new classification was created.

ARTICLE 3

DEFINITION OF EMPLOYEE

- 3.1** The term "employee" as used in this Agreement shall mean any person employed in a classification included in the bargaining unit referred to in Article 2 of this Agreement. It shall further include any person employed in any job classification added to the

bargaining unit in the future pursuant to Article 2.3 of this Agreement.

- 3.2** All employees as defined in Article 3.1 above shall be covered by this Agreement ~~from~~ their date of hiring except as specifically provided for in Article 5.
- 3.3** Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE 4

JURISDICTION

- 4.1** The Company shall not, without prior approval of the Union, transfer, assign or subcontract any work or functions performed by members of the bargaining unit to any other Company or its employee(s) or to any other individual(s) not covered by this Agreement.
- 4.2** Notwithstanding the provisions of Article 4.1 above, the Company may enter into separate contracts with independent contractors to obtain goods and/or services in the following categories:
- (a) Recognized professional services such as surveys, inspections, appraisals, legal functions and auditing functions.

- (b) Janitorial and security functions.
- (c) Construction, upgrading or renovations of physical plant and facilities.
- (d) Maintenance of rebroadcast transmitters.
- (e) Cases of expertise not resident in the bargaining unit. Wherever possible, the Company shall make efforts to develop such expertise within the bargaining unit.
- (9) Those contracts required for a specific purpose and a limited term, although they may be renewable, which are necessitated by commercial or program production, which is not of an ongoing, permanent nature.
- (g) Where an outside production client specifically requests the services of a third party to perform work in connection with a production or where it is necessary to engage a third party in order to secure a production contract. Such services shall be limited to Director or Camera.
- (h) Outside employment agency personnel may be hired by the Company to perform the work of Secretary and Clerk/Typist job classifications and shall be excluded from all provisions of the Collective Agreement provided that the duration

of employment is **less** than one (1) month. The Company shall remit on behalf of such personnel, an amount equivalent to Union dues as set out in Article 12.2 of this Agreement.

- (i) The Union agrees to allow the use of students on practicums to perform bargaining unit work or functions when such students are assigned to work along side a bargaining unit employee. Students shall not be used in order to replace a bargaining unit employee on vacation, sick leave or any other leave, or to avoid the payment of overtime or premiums to bargaining unit employees.

4.3 In circumstances where a qualified bargaining unit employee is not available, non-bargaining unit personnel of the Company may, on an occasional basis, be assigned to carry out work or functions performed by members of the bargaining unit.

4.4 Notwithstanding the provisions of Article 4.1 above, the Company may enter into personal employment contracts with individuals who perform the functions of Program **Host** and Weather Host. Such individuals shall be excluded from **all** terms and conditions of this Agreement, provided that:

- (a) *the* total number of such contracts **shall not** exceed three (3); and

(b) The Company shall pay to the Union, an amount equivalent to Union dues as set out in Article 12.2 of this Agreement, on behalf of such individuals.

4.5 The Company shall not use non-bargaining unit personnel as set out in Articles 4.2, 4.3 or 4.4 if such action:

- (a) results in the lay-off or displacement (bumping) of a bargaining unit employee; or
- (b) results in the failure to recall a laid off bargaining unit employee to a full time position; or
- (c) results in the failure to fill a bargaining unit position.

ARTICLE 5

PART-TIME EMPLOYEES

5.1 A Part-time employee is defined as one hired to work thirty-two (32) hours per week or less on a regular or irregular basis. It is agreed that such hours may be averaged over a period of twelve (12) weeks.

5.1.1 Notwithstanding the provisions of Article 5.1, the following hours worked by a part-time employee shall be excluded from the thirty-two (32) hour limit:

- (a) relief hours worked, provided the part-time employee is replacing another employee who is on vacation or approved leave:
- (b) overtime hours worked, provided such work is required for completion of an assignment on a continuous tour of duty.

5.1.2 Any employee who exceeds the hours of work limits as set out in 5.1 above, shall become a full-time, permanent employee and shall be covered by all provisions of this Agreement, effective the first day of the month following the reporting period in which such excess hours occurred.

5.1.3 Where a part-time employee is engaged for a temporary period for a specific purpose and for a limited time, the following shall apply:

- (a) Any period of temporary, part-time employment shall not exceed ~~six~~ (6) months in any twelve (12) month period. Notwithstanding the foregoing, the Company may engage a temporary part-time employee to a maximum of only three (3) consecutive months to cover a position where the Company is actively seeking a full time permanent replacement.
- (b) At time of hiring, the Company shall provide notice to the employee, with a copy to the Union,

which shall state the intended duration of employment.

- (c) Group Benefits provisions of Article 41.8 and maternity benefits of Article 39 shall not apply to such employee during any period of temporary employment.
- (d) During such period of temporary, part-time employment, the thirty-two (32) hour restriction set out in Article 5.1 shall not apply.

5.1.4 The Company shall provide to the Union within ten (10) calendar days of each ~~bi-weekly~~ pay period, with a copy to the Local Union, a report on the following:

- (a) Name, job classification and total hours worked by each part-time employee during each of the ~~previous~~ twelve (12) weeks.
- (b) ~~Where~~ the hours were accumulated as a result of the employee being assigned to relieve another employee on vacation or approved leave, such hours shall be ~~shown~~ separately. Where such hours are in excess of the maximum set ~~out~~ in Article 5.1, the report shall contain the name of the employee ~~who~~ was relieved.

5.2 The Company shall not engage part-time employees if such action shall result in the elimination or displacement of an available, full-time, permanent employee, or to avoid filling a vacancy with a full time permanent employee, subject to the provisions of 5.1.3(a) above.

5.3 The provisions of this Agreement shall apply to part-time employees, with the following exceptions:

- (a) The termination or discharge of a part-time employee shall not be subject to the grievance procedure contained in **Article 9** of this Agreement during the initial five-hundred (500) hours of **service** by said employee.
- (b) **Article 17 - Seniority**
- (c) **Article 18 - Technological Change**
- (d) **Article 19 - Lay-offs**
- (e) **Article 22 - Salaries**
- (g) Any provisions of **Article 27, 28 and 30** which provide a premium when the Company fails to give advance notice of overtime or shift changes.
- (g) **Article 34 - General Holidays and Holiday Pay**

- (h) Article 35 - Annual Vacations
- (i) Article 36 - Compensatory Leave
- (j) Article 37 - illness Leave
- (k) Article 38 - Leaves of Absence
- (l) Article 40 - Adoption and Paternity Leave
- (m) Article 43 - Educational Trust Fund
- (n) Article 44 - Staff Training/Familiarization

5.4 Part-time employees shall be paid at an hourly rate based on the Salary Groups and Schedules set out in Articles 23 and 24 of this Agreement, as a minimum pay requirement and further subject to the following:

- (a) At the time of hiring new part-time employees, the Company shall determine the salary step at which such employees shall commence employment.
- (b) Part-time employees shall advance at least one salary step upon accumulation of:
 - (i) 1,885 hours of work in the case of employees assigned to Division 1, or;

- (ii) 2,080 hours of work in the case of employees assigned to Division 2.

5.4.1 The provisions of 5.4 above shall not apply to part-time employees engaged as Regional **News** Correspondents. In lieu of such minimum pay requirement, the Company shall pay to Regional **News** Correspondents a minimum amount for each news item filed as follows:

- (a) June 27/94 - \$90.00
- (b) March 1/96 - \$95.00

5.4.2 In addition to the exceptions set out in Article 5.3, part-time employees engaged as Regional **News** Correspondents shall not be subject to overtime and premium provisions contained in the following Articles:

- (a) Article 27 - Scheduling
- (b) Article 28 - Overtime
- (c) Article 29 - Work on Days Off
- (d) Article 30 - Premiums
- (e) Article 32 - Meal and Break Periods.

- 5.5** The following vacation and holiday provisions shall apply to part-time employees:
- (a) A part-time employee who has completed twelve (12) months of part-time service with the Company, computed as of May 1st of each calendar year, shall receive six percent (6%) of his/her basic wages in lieu of vacations.
 - (b) A part-time employee required to work on a General Holiday as set out in Article 34.1 of this Agreement shall be paid at the appropriate overtime rate in accordance with the provisions of Article 34 of this Agreement.
- 5.6** Seniority for part-time employees shall be based on actual hours worked as a part-time employee from the date of hiring by the Company and shall apply only where such employees are appointed to full-time status.
- 5.6.1** A Part-time employee who has been appointed to full-time status shall be credited with seniority for part-time hours worked.
- 5.7** Where a vacancy occurs in a full-time position, the Company shall give preference in hiring, over outside candidates, to a part-time employee, provided the employee in question possesses equal or greater

ability, skill, potential and competence to perform the duties of the full-time position.

ARTICLE 6

PROBATIONARY PERIOD

- 6.1 All new employees shall be probationary employees from the date of their hiring in accordance with the following conditions:
- (a) A minimum probation period of three (3) months shall apply.
 - (b) Should the employee's performance not meet the level of proficiency expected by the end of the first three (3) months, providing the Company is reasonably satisfied that the employee may improve his/her proficiency with more guidance, then the probation period may be extended for a further period, but not beyond a maximum of six (6) months from the date of hiring.
 - (c) in exercising (b) above, the Company shall make such decision no later than ten (10) working days prior to the expiration of the first three (3) months and shall advise the employee and the Union, in writing, giving reason for such extension.

- (d) The probationary employees shall be entitled to all terms and conditions contained in this Agreement, unless otherwise specified in Article 5, except that the Company may terminate or dismiss the employee at any time during the initial three (3) months and such termination or dismissal shall not be subject to the grievance procedure contained in this Agreement.

6.2 Six Month Probationary Period

- (a) Notwithstanding the provisions of Article 6.1 (a) above, **Producer/Directors** and all Supervisors employed in bargaining unit positions shall be probationary employees for a period of six (6) months from the date of their hiring.
- (b) Prior to the end of the probation period in Article 6.2 (a) above and upon notification to the Union, the Company may extend the probationary period up to a total of twelve (12) months from the date of hiring.
- (c) In exercising (b) above, the Company shall make such decision no later than ten (10) working days prior to the expiration of the first six (6) months and shall advise the employee and the Union, in writing, giving reason for such extension.

- (d) All terms and conditions of this Agreement shall apply to the probationary employee covered by Article 6.2 (a) above, unless otherwise specified in Article 5, except that the Company may release the employee during the initial six (6) months without providing reason to the Union and such termination or dismissal shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 The Union agrees that nothing contained in this Agreement shall be construed as a delimitation of the Company's rights to manage its own 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 other than a probationary employee, that he/she has been disciplined, demoted, discharged or suspended

without just grounds may be the subject of a grievance and dealt with as hereinafter provided.

- 7.2** Provided further, and without limiting the generality of the foregoing, that the Union recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibility. The location, number and size of plants, the direction of the working forces; the amount or 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, are solely and exclusively the responsibility of the Company.

ARTICLE 8

NOTICE OF DISSATISFACTION

- 8.1** Notwithstanding the rights to discipline an employee as defined in Article 7.1 of this Agreement,

where dissatisfaction arises with respect to an employee's work performance that could have subsequent detrimental effect on his/her promotion or future employment, the following shall apply:

- (a) **The** Company shall give notice in writing to such employee, confirming the reasons for such dissatisfaction and stating action taken or to be taken. Such notice shall be clearly marked, "Notice of Dissatisfaction" and the Company shall make reference to Article 8.1 (c) of the Collective Agreement in giving such notice.
- (b) Such notice as outlined in (a) above, **shall** be given within ten (10) working days of such dissatisfaction being brought to **the** attention of the Company.
- (c) **The** Company shall afford the employee the opportunity to reply to a Notice of Dissatisfaction in writing, within ten (10) working days from receipt of such notice.
- (d) All written notice and any response from the employee shall become a part of such employee's record.
- (e) **The** Company shall notify the Union, in writing, of the name of an employee to whom a Notice of Dissatisfaction has been served in accordance

with sub-Article (a) above. **The** Company shall notify the Union no later than 17:00 hours of the next working day after the Notice of Dissatisfaction being given to the employee.

- (f) Notwithstanding the provisions of Article 9.4 (a) of this Agreement, where the Company fails to issue notice to the Union in accordance with Article 8.1 (e) above, the time period for submission of a grievance related to the Notice of Dissatisfaction shall not commence until such notice to the Union is provided by the Company.

8.2 All documents referring to any disciplinary action shall be removed from the employee's personal record three (3) years after the date of the infraction and shall be returned to the employee.

8.3 An employee shall have access to his/her personal record in the presence of the Director of Human Resources or his/her designate during office hours, within a reasonable period of time from his/her request for such access.

8.4 An employee shall have the right to have a Local Union representative present at any discussion with a supervisor or manager where the employee is to receive a Notice of Dissatisfaction, and/or a suspension, demotion or discharge.

ARTICLE 9**GRIEVANCE EDI**

- 9.1** For the purpose of this Agreement a grievance shall be defined as any difference between the Parties or persons bound by this Agreement regarding the interpretation, application, administration **or** any alleged violation of this Agreement.
- 9.2** Either Party shall inform the other, in writing, five (5) days prior to any meeting, of any change that may be necessary in the personnel of the Grievance Committee. The five (5) days notice may be waived upon mutual agreement of the Parties.
- 9.3** All time periods referred to in this Article shall be considered mandatory and shall refer to working days and shall not include Saturdays, Sundays and Company recognized holidays. All time periods may be extended by mutual agreement of the Parties.
- 9.4** If an employee, the Union, or the Company has a grievance, then an earnest effort shall be made by the Parties hereto to settle the grievance without delay and all grievances, disputes and misunderstandings shall be adjusted and settled without a stoppage of work as follows:

- (a) **Step 1** - An employee shall submit his/her grievance to the Department Head, or in the absence of the Department Head, to the Division Manager, in writing. The grievance shall be submitted within ten (10) days from the date the employee became aware of the occurrence giving rise to the grievance. The Department Head and/or Division Manager, on receipt of the grievance, shall attempt to settle the grievance with the employee and the employee may, if he/she so elects, have a member of the Union with him/her to represent or assist him/her.
- (b) **Step 2** - If the grievance is not settled within ten (10) days of it being initiated at Step 1, it shall be referred to the Company Grievance Committee and the union Grievance Committee who shall attempt to resolve the grievance within the next ten (10) days.
- (c) **Step 3** - If the grievance is not settled at Step 2, the grievance may, on written notice of either Party, but within the next ten (10) days, be submitted to arbitration by sending notice to the other Party, naming a sole Arbitrator from one of the persons named herein. The notice of the grieving Party submitting the grievance to arbitration shall contain a brief statement of the nature of the difference, controversy or dispute and identifying the Article or Articles of the

Collective Agreement alleged to have been violated.

- (d) Where a grievance arises as the result of a discharge, it may be submitted at Step 2 as set out in (b) above, within ten (10) working days of the employee becoming aware of such discharge.

9.5 The sole Arbitrator shall, upon receipt of the request for arbitration, immediately proceed to fix the time, place and date of the Arbitration Hearing, having sought the mutual consent of the Parties. Failing mutual consent, the Arbitrator shall fix the time, date and place immediately. The sole Arbitrator shall thereupon hear the Parties, establish if the grievance is properly before him/her, settle the question to be arbitrated, determine if the matter is arbitrable and make his/her award within ten (10) days of the hearing, except when the time within which he/she is to render his/her award is extended by agreement of the Parties. The Arbitrator shall deliver his/her award in writing to each of the Parties and the award of the sole Arbitrator shall for all purposes be final and binding on the Parties and shall be carried out forthwith.

9.6 Each Party to the arbitration shall bear his/her own expenses and costs of arbitration and one-half (1/2) of the fees and expenses of the sole Arbitrator. The Parties agree that the Union shall be responsible

for payment of salary to any employee called as a witness on behalf of the Union or grievor in any labour arbitration or hearing.

9.7 The grieving Party may select a sole Arbitrator in the manner described herein, for all arbitration proceedings that may arise through the terms of this Agreement. The selection of Arbitrators shall be on a rotating basis, provided that if the Arbitrator selected is not available to act within sixty (60) calendar days, the next named Arbitrator shall be requested to act in his/her place, and so on until an Arbitrator is selected. Once an Arbitrator has acted on a grievance, his/her name shall be placed at the bottom of the list of Arbitrators. The selection of an Arbitrator shall be made from the following in turn:

- (a) D.P. Jones
- (b) Bill McFetridge
- (c) David Elliott

9.8 The Arbitrator shall not rule contrary to, amend, or add to, or eliminate any of the provisions of this Agreement. In the case of a discharge or a suspension, the Arbitrator shall have the power to return the grievor to his/her employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Any damages

flowing from a grievance shall be limited to the time limits required to initially file a grievance.

- 9.9** Where the Union or the Company chooses to submit a grievance, this grievance shall be referred to the Company Grievance Committee and the Union Grievance Committee, who shall attempt to resolve the grievance. If the grievance is not settled within five (5) days, *the* grievance may be submitted to arbitration by sending notice to the other Party, naming a **sole** Arbitrator in accordance with Article 9.7 of this Agreement. Such notice requirements are as set out in Step 3 of Article 9.4.

ARTICLE 10

OUTSIDE ACTIVITIES

- 10.1** Employees shall be **free** to engage in outside activities for remuneration, in accordance with the following conditions:
- (a) Such activities shall not **be** in direct competition with the business interests of the Company; and
 - (b) **The** employee shall not utilize, without prior written permission of *the* Company, any connection with the Company in the course of such activities; and

- (c) Such activities shall not adversely affect the performance of the employee's duties for the Company; and
- (d) Such activities shall not be conducted during hours for which the employee is receiving compensation from the Company.

10.2 For the purposes of this Article, "direct competition with the business interests of the Company" shall be defined as any activity for remuneration involving the preparation or transmission of material for broadcast, cable or satellite distribution; or any activity involving the preparation of material for any print medium with which the Company is competing for advertising revenue; or any activity or analysis involving sales of Television commercial time.

10.3 An employee shall advise the Company in advance and in writing when he/she intends to engage in activities specified in Article 10.1 (a) through (d) above. An employee shall be required to cease an outside activity which violates one or more of the criteria in Article 10.1 (a) through (d) above, except where the Company waives such criteria in writing.

10.4 No employee shall be entitled to any Illness Leave for any injury or illness arising out of or related to outside activities covered by this Article.

ARTICLE 11**NON-DISCRIMINATION FOR UNION ACTIVITIES**

- 11.1** The Company shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or lawful activity on behalf of the Union. The Company shall 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 shall it discourage membership in the Union or attempt to encourage membership in another Union.
- 11.2** The Parties agree the Company shall not discriminate with respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement due to the revocation of membership by the Union. However, the Parties agree that the dues check-off procedure shall remain in effect for any employee whose membership in the Union is revoked by the Union.
- 11.3** Notwithstanding the provisions of Article 11.2 above, in any case where an employee's Union membership has been revoked for failure to pay Union dues, assessments or initiation fees, the Company shall discharge from employment such employee no

later than two weeks from receipt of notice from the Union that such revocation has occurred.

11.4 The Company and the Union acknowledge that every employee of the Company is entitled to employment that is free of discrimination and sexual harassment as defined in the Canadian Human Rights Act. The Company and the Union shall make every reasonable effort to ensure that no employee is subjected to such actions in the workplace.

ARTICLE 12

UNION SECURITY/DUES

12.1 All employees shall become and remain members of the Union, except as provided for in Article 11.2 of this Agreement.

12.2 Each employee shall be required, as a condition of continued employment, to pay to the Union a sum equal to the Union's monthly dues as may be established from time to time. Such sums shall be deducted from the employee and remitted to the Union by the Company bi-weekly.

12.3 When submitting the remittance set out in Article 12.2, the Company shall provide to the Union, a statement showing the name of each bargaining unit

employee, **the** total amount of dues deducted from each employee for **the** previous biweekly pay period and the gross earnings of each employee. In addition, such statement shall show **the** total amount of dues deducted from **all** bargaining unit employees as a group, with a further breakdown showing the portion **of** such dues that were deducted from base pay.

12.4 In the event an employee **is** relieved of membership in **the** Union under **the** conditions **se!** forth in Article 11.2, such employee shall pay the monthly dues as set forth in Article 12.2.

12.5 **The** Union shall admit to its membership any employee of the Company and **shall** not discriminate against any employee.

ARTICLE 13

NOTIFICATION

13.1 **The** Company shall within seven (7) calendar days, mail to the designated CEP office, with a copy to the Local Union, notification with respect to **the** following:

- (a) **The** name, job classification, hiring date and starting salary of each employee hired in a bargaining unit position.

- (b) The name, job classification and hiring date of each employee hired in a non-bargaining unit position.
 - (c) The name of each bargaining unit employee who is promoted or terminated.
 - (d) The name of each employee who is issued a Notice of Dissatisfaction.
- 13.2** The Company shall provide to the Union no later than thirty (30) calendar days prior to the expiry of this Agreement, a list of employees showing their names, job classifications, seniority and current salaries.

ARTICLE 14

UNION LEAVE

- 14.1** Union Representatives shall be entitled to leave without loss of pay to attend Union/Company Committee meetings as set forth in Article 15.1, subject to the following:
- (a) Up to three (3) Representatives for the Negotiating, Classification, Grievance and Joint Staff Benefits Committees and the Educational Trust Fund;

(b) Up to two (2) Representatives for the Joint Consultative Committee.

14.2 Union Representatives shall be entitled to a reasonable amount of leave without **loss** of pay to discuss and process any grievance and/or business arising out of the operation of this Agreement.

14.3 The Company shall make a reasonable effort to ensure Union Representatives who attend negotiating meetings and arbitration/labour board hearings are not required to return to work if such meetings/hearings are not concluded by 16:00 hours on the day in question, subject to operational requirements and provided no overtime shall be incurred.

14.4 Leave without pay shall be granted for a reasonable period of time to a Union Representative in order to conduct Union business not covered by Articles 14.1 and 14.2 above, subject to the following:

- (a) Approval for such leave shall be subject to the operational requirements of the Company and reasonable advance notice of such leave shall be provided by the Union.
- (b) **The** Union shall reimburse the Company for such leave at the Union Representative's hourly rate for the period of the leave or the **cost** of replacing

the Union Representative, whichever is the greater.

- 14.5** "Union Representative" shall be defined as any Union member duly appointed by the Union Directorate to carry out the business of the Union.

ARTICLE 15

UNION/COMPANY COMMITTEES

- 15.1** The Union and the Company shall exchange in writing, the names of their Negotiating, Classification, Grievance, Joint Staff Benefits, Joint Consultative Committee members and Educational Trust Fund Trustees.
- 15.2** There shall be a Joint Consultative Committee for the purpose of reviewing and discussing matters of mutual concern relative to the employees and the Company. This Committee shall not be empowered to alter or abridge any of the terms and conditions of the Collective Agreement but may make joint recommendations to the Union and the Company. The Committee meetings shall be held monthly at the call of either Party.
- 15.3** There shall be a Joint Staff Benefits Committee, comprised of three (3) representatives of the Company

and three (3) representatives of the Union. **The** Committee shall meet for the purpose of discussing matters and exchanging information relative to the benefits outlined in **Articles 41 and 42** of this Agreement. **The** Committee meetings shall **be** held four **(4)** times per year or at **the** call of either Party. it **is** understood that the Committee shall **have** no power to alter or **abridge** any terms or conditions of this Agreement.

15.4 **The** Union agrees that whenever possible, it shall avoid the appointment of more than one employee from **a** Company section to serve on a Committee as set out in Article **15.1** above. Should it become necessary to appoint more than one employee from a section to serve on a Committee, the Union shall give reason(s) to the Company, in writing, explaining why such action was necessary. A "section" is comprised **of** one or more employees who are responsible to a particular supervisor.

ARTICLE 16

STRIKES OR LOCKOUTS

16.1 There shall be **no** strikes or lockouts during the term **of** this Agreement and thereafter while negotiations are under way for a renewal or extension thereof, and the Union shall not during the

aforementioned period authorize, call, encourage, support or take part in any strike, walk-out, stoppage, slowing down or other cessation of work, until there has been compliance with the requirements of the Canada Labour Code, Section 180.

16.2 The Company shall not assign, transfer or require employees to cross a picket line at any radio or television station, transmitter (excluding broadcast transmitters), studio or station property where a legal strike or lockout of any person whose functions correspond to those covered by this Agreement is in progress. Further, the Company shall not originate a program or programs not normally fed to such facility nor shall the Company require any member of the bargaining unit to perform the duty of other workers engaged in a lawful strike or lockout.

16.3 Notwithstanding the provisions of Article 16.2 above, employees engaged in gathering news shall attend at a legal strike or lockout if they are so assigned and at their discretion, may cross a picket line in the execution of their duties.

ARTICLE 17

SENIORITY

- 17.1 Seniority with the Company shall be deemed to have commenced upon the employee's date of hiring and shall be equal to the length of such employee's continuous employment.
- 17.2 Seniority of an employee shall be considered broken, all rights forfeited and there is no obligation to rehire or recall him/her when:
- (a) He/she voluntarily leaves the service of the Company or is discharged for cause.
 - (b) A laid off employee fails to return to work and cannot be located after a reasonable effort on the part of the Company. A registered letter to an employee's last known address shall constitute reasonable effort on the part of the Company.
 - (c) A laid off employee is off the payroll of the Company for a period longer than twelve (12) months.
 - (d) He/she overstays any leave of absence granted by the Company.

- 17.3** Seniority of an employee shall not be considered broken by reason of absence on leave recognized by this Agreement.
- 17.4** Seniority rights shall apply only to layoffs, re-call of laid off employees, promotions, transfers, salary administration, refusal of overtime and allocation of vacations. However, in respect of promotions and transfers, the application of seniority rights shall be in accordance with Article 20.3 of this Agreement.

ARTICLE 18

TECHNOLOGICAL CHANGE

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

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

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

18.2.1 Notwithstanding the provisions of 18.2, the 120 days notice of technological change may be reduced upon mutual agreement of the Parties.

18.2.2 Upon receipt of such notice by the Union, the parties shall arrange a meeting within three (3) weeks

for the purpose of conducting discussions relating to technological change. This time period may be extended by mutual agreement.

18.3 Notwithstanding the provisions of Article 19 of this Agreement, no employee shall be laid off during the term of this Agreement due to the introduction of a technological change, except as hereinafter provided.

18.3.1 Where the introduction of a technological change results in a bargaining unit position being abolished, the incumbent employee shall be transferred to another position within the bargaining unit. **An** employee whose position will be abolished may be given ~~six~~ (6) months notice to that effect at any time after 30 days have passed from the date that the notice of technological change was provided to the Union. The employee and the Company shall attempt to mutually agree on such transfer within ~~two weeks~~ of the employee having received notice, however, in the absence of mutual agreement, the employee may exercise bumping rights in accordance with Article 19.8 of this Agreement.

18.3.2 Where an employee is transferred under the provisions of Article 18.3.1, ~~he/she~~ shall be placed ~~on~~ the salary scale of the new classification at the **closest** step that is not higher than his/her salary in the previous classification. Where the new salary step is lower than the employee's previous salary, ~~he/she~~

shall continue to receive the higher salary, which shall be red-circled (frozen) until such time as the salary in the lower group catches up, following which the employee shall receive salary increases in accordance with Article 22 of this Agreement.

18.3.3 An employee who is transferred under the provisions of Article 18.3.1 shall be subject to a three (3) month training and trial period, during which the employee's ability to perform the new job will be assessed. In the event the employee is unable to meet the basic qualifications for the new position at the end of the three (3) month training and trial period, the Company may implement a lay off in accordance with the provisions of Article 19 of this Agreement, provided the laid off employee is given no less than three (3) months notice of lay off or three (3) months pay in lieu of said notice plus all other benefits for the same period.

18.4 The provisions of 18.3 above shall not apply to the 25 least senior bargaining unit employees hired subsequent to January 1, 1990. Where the introduction of technological change results in a layoff among this least senior group, the Company may implement a lay off in accordance with the provisions of Article 19 of this Agreement provided the laid off employee is given as much notice as is practical, but not less than six (6) months notification of such layoff or six (6) months pay in lieu of said notice plus all

other benefits for the same period. This notice may be issued at any time after 30 days have passed from the date the notice of technological change was provided to the Union.

- 18.5** The Company agrees it shall provide adequate training or retraining for any and all employees affected by the introduction of technological change.
- 18.6** It is agreed that Sections 52, 54 and 55 of the Canada Labour Code, Part I, respecting technological change shall not apply to employees covered by this Article.

ARTICLE 19

LAYOFFS

- 19.1** When layoffs of employment are to be made, the Company shall determine what jobs are to be deleted and the number of employees to be laid off.
- 19.2** Layoffs shall proceed in the inverse order of Company seniority within the job classification affected.
- 19.3** The Company shall provide layoff notice to an employee and the Union in advance as follows:

- (a) an employee who has **less** than one **(1)** year of seniority at time of lay off shall receive two (2) weeks notice; or
- (b) an employee with one (1) but **less** than five (5) years of seniority at time of lay off shall receive four **(4)** weeks notice; or
- (c) an employee with five (5) but **less** than ten (10) years of seniority at time of lay off shall receive five (5) weeks notice; or
- (d) an employee with ten (10) or more years of seniority at time of lay off shall receive six (6) **weeks** notice.

19.4 A laid off full time employee with one (1) **year** or more of continuous service may, at his/her discretion, opt to receive severance pay, in addition to **the** notice requirements set out in Article 19.3, in accordance with the following:

- (a) Employees with one (1) year or **more** of continuous service shall receive severance pay equal to one (1) week's pay per year of service, or portion thereof, with a minimum payment of **two** (2) weeks.
- (b) Employees with eight years or more continuous service shall receive additional severance pay

equal to one (1) week's pay per year of service, or portion thereof.

(c) The maximum severance entitlement in any case shall be twenty-six (26) weeks.

19.4.1 Where an employee accepts severance pay as set out in Article 19.4, he/she shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.

19.4.2 Where an employee does not accept severance prior to the expiry of his/her recall period as set out in Article 19.7 of this Agreement, he/she shall have no entitlement to severance pay.

19.5 The Company shall extend to laid off employees, Group Benefits (with the exception of Salary Continuance/Long Term Disability) coverage at the applicable contribution rates as outlined in Article 41 of this Agreement, for a period not exceeding six (6) months, or until the employee has found employment elsewhere prior to the expiry of six (6) months.

19.6 The Company agrees that it shall not consistently schedule overtime in order to effect or extend layoffs.

19.7 Re-call

- (a) A laid off employee shall be placed on a recall list and shall be given an opportunity to rejoin **the** Company within the employee's former Functional Group or in any position **in** which the employee has previous Company service and has completed the probationary period and further provided **the** employee possesses the basic occupational qualifications for the job classification to be filled.
 - (b) The names of laid off employees shall be kept on the re-call list for a period of twelve (12) months. An employee who is re-called to **fill** a part-time position shall retain **his/her** right of re-call **to** a full-time position for the full twelve **(12)** month period.
 - (c) The Company shall make a reasonable effort to notify laid off employees of any vacancy that occurs. A registered letter to the **employee's last** known address shall constitute a reasonable **effort** on the part of the Company. The Company shall provide the Union with a copy of such registered letter.
- 19.7.1** Full time employees who are on lay off and have opted to retain recall rights shall be offered, on the basis of seniority, all part-time and temporary relief

work for which they are available, subject to the following:

- (a) Such work shall be within the employee's former Functional Group or in any position in which the employee has previous Company service and has completed the probationary period **and** further provided the employee possesses the basic occupational qualifications for the job classification to be filled.
- (b) The employee's entitlement to such work shall cease upon expiry of his/her recall period.
- (c) Where such work would result in overtime, the Company may assign such work to any available employee.

19.8 Bumping Rights

- (a) An employee to whom notice of layoff has been given, shall have the right to displace (bump) a more junior employee in another job classification within the senior employee's Functional Group, provided the senior employee meets the basic occupational qualifications for the job classification occupied by the less senior employee.

- (b) Notwithstanding the provisions of (a) above, an employee to whom notice of layoff has been given, shall have the right to displace (bump) a more junior employee in another job classification not within the senior employee's Functional Group, provided the senior employee has completed the probationary period and further provided that the senior employee meets the basic occupational qualifications for the job classification occupied by the less senior employee.
- (c) An employee who has bumped into another job shall retain the right of recall to a job in his/her former classification, should such a position become available.

19.9 For the purposes of this Article, the bargaining unit shall be divided into four (4) Functional Groups - Office, News, Technical, Production and as more particularly outlined as follows:

- (a) Office Group - clerk, clerk/typist, switchboard operator, program clerk, secretary, tape librarian, administrative secretary (Sales), stock librarian, scheduling assistant, publicity and promotion supervisor, publicity and promotion assistant, bookkeeper^I, bookkeeper^{II}, bookkeeper^{III}, traffic operator, traffic

supervisor, scheduling clerk, promotion resources assistant.

- (b) News Group - sports director, producer (news), public affairs director, reporter/anchor, news anchor, line-up editor, assignment editor, sports reporter/anchor, sports reporter/anchor II, sports announcer (hockey), assistant sports director, regional news producer, news assistant, **sports director II**, regional news producer II.
- (c) Technical Group - stock controller, stock control supervisor, property maintenance, general services supervisor, delivery driver, **ENG** camera operator, **ENG** camera operator II, **ENG** supervisor, **ENG** supervisor II, stagehand, camera operator, **EFP** camera operator, floor manager, lighting technician, audio operator, television operator, director/switcher, master control operator, **VTR** operator, video operator, video operator II, master control operator II, **VTR** operator II, general operator, master control supervisor, maintenancetechnician, maintenancetechnician II, **supervisor-transmission systems**, **ENG** editor, editing supervisor, technical co-ordinator, technical co-ordinator II, post production editor.

- (d) Production Group • production assistant, stock librarian, graphic artist, art director, *writer/producer*, creative director, **set** and display designer, producer/director, director/switcher, commercial corporate production co-ordinator.

19.10 Salary Administration

- (a) An employee who has exercised his/her rights under Article **19.8** and **who is** to be placed in a lower salary classification, shall continue to receive his/her former salary for a period of six (6) months, and then such employee shall be placed in the new classification salary scale at the step which is closest to but not greater **than** his/her previous salary step. Should an employee's anniversary date fall within **the** six month period, salary advancement shall **take** place on the former salary scale in accordance **with** the provisions of Article **22.1** of this Agreement. Where no equivalent step is available in **the** new classification, the employee shall be placed at **the** top level in the new classification.
- (b) An employee who has exercised his/her rights under Article **19.8** and **who is** to be placed in an equivalent or higher salary classification shall **be** placed at the closest salary step, provided that it **is** not higher than the employee's former salary.

19.11 Where a laid off employee has been recalled in accordance with Article 19.8, the provisions of Article 20 of this Agreement shall not apply.

ARTICLE 20

VACANCIES, PROMOTIONS AND TRANSFERS

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

20.1.1 Notwithstanding the provisions of Article 20.1, the Company shall not be required to post vacancies for part-time positions in the following circumstances:

- (a) where the duration of employment is for one (1) month or **less**, provided that such position shall be posted in accordance with Article 20.1 if its duration exceeds one (1) month; or
- (b) where the hours of work are less than twelve (12) hours per week, provided that such position shall be posted in accordance with Article 20.1 if the hours exceed twelve (12) per week, averaged over twelve (12) consecutive weeks.

- 20.2** Employees may make application for such position during the five (5) day posting period. Applicants shall be considered on the basis of the criteria set forth in Article 20.3. Such applications shall be made in writing to the Director of Human Resources or his/her designate. The Company shall acknowledge applications in writing, stating its decision.
- 20.3** Promotions and transfers within the bargaining unit shall be based on ability, skill, potential, competence and seniority; provided that where all other factors are sufficient, seniority shall prevail.
- 20.4** An employee who is promoted or transferred from a classification within the bargaining unit to another classification within the bargaining unit shall serve a probationary period of three (3) months in the new classification. The Company shall have the option of returning the employee to his/her former classification during the probationary period without loss of seniority upon its own initiative or upon the request of the employee. At the conclusion of the successful probation period, the employee shall be advised in writing that his/her transfer has been made permanent.
- 20.5** Without his/her consent, no employee shall be transferred, promoted or re-assigned to another job classification for a period exceeding three (3) months in any twelve (12) month period and no employee

shall be penalized for refusing such transfer, promotion or re-assignment.

20.6 When an employee is promoted into a higher-rated **job** classification, **he/she** shall be placed on the higher salary scale at the level **next** highest to his/her previous salary.

ARTICLE 21

EMPLOYEE CLASSIFICATION

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

21.2 The Company shall furnish the Union with up to date copies of all **job** descriptions.

21.3 Where the functions and/or duties of any **job** classification are significantly changed, either Party may refer the matter to the Classification Committee for discussion and resolution of any differences that may arise with respect to the rate of pay for the **job** classification.

- 21.4** Should the Committee fail to resolve the matters as set forth in Article 21.3, such issues as remain unresolved may be referred by either Party to the next round of negotiations.
- 21.5** It is recognized that it is the Company's right to establish job classifications and to assign duties to such classifications.

ARTICLE 22

SALARIES

- 22.1** Employees shall be paid according to the Classification and Salary Groups as set out in Articles 23 and 24 of this Agreement, subject to the following:
- (a) At the time of hiring new employees the Company shall determine the salary step at which such employee shall commence employment. Such step determined shall establish the employee's starting point for the purpose of salary administration.
 - (b) Salary advancement for all employees shall be at least once each year upon completion of twelve (12) consecutive months of employment. Notwithstanding the preceding, the employee

may be advanced more than once each year and by any number of steps agreed upon by the Company and each individual employee.

22.2 All those employees who were on the payroll of the Company as of December 31, 1969 and who continue to be on the payroll shall be moved to the next step up in their respective Classifications as of January 1st of each succeeding year. All those employees having completed less than twelve (12) consecutive months employment between January 1st and December 31st each year shall remain at the same step effective January 1st of each succeeding year but shall be moved to the next step up in their respective classifications effective on their earned anniversary date in each succeeding year, as defined in Article 17.

22.3 Salary Increases

- (a) Effective the date of signing of this Agreement, each full time employee shall receive a lump sum payment of \$500.00. Full time employees with less than one year of service as of the date of ratification of this Agreement, shall receive a prorated cash payment based on the number of weeks of completed calendar months of service divided by 12 times \$500.00.

- (b) Effective the date of ratification, each part-time employee shall receive a lump sum payment equivalent to 1% of their regular earnings over the past twelve months. The twelve month period shall be from July 25, 1994 to July 23, 1995.
- (c) Effective March 1, 1996, the bi-weekly rate of pay for each salary step in Salary Groups 1 through 22 shall be increased by two percent (2%) over the rate effective for each Group on March 1, 1994 and as more particularly set out in Article 24 of this Agreement.
- (d) Effective March 1, 1996 the rate for Regional News Correspondents shall be increased from \$90.00 to \$95.00 per news item filed.

22.4 All salaries are minimum and it is recognized that due to the varied **job** functions and responsibilities of positions, the Company is free at all times to grant a higher salary to any employee commensurate with their abilities and **performance**. The exercising of this right shall be between the Company and each individual employee only and shall not be subject to any grievance within the terms of this Agreement.

22.5 The following classifications shall be paid at a minimum of the Supervisory Level as outlined in the Salary Schedules as set out in Article 24 of this Agreement:

Bookkeeper III, Traffic Supervisor, Stock Control Supervisor, Editing Supervisor, Publicity and Promotion Supervisor, ENG Supervisor, Art Director, Creative Director, Master Control Supervisor, Producer (**NEWS**), Regional News Producer, Public Affairs Director, Sports Director, Assistant Sports Director, General Services Supervisor, Supervisor-Transmission Systems, Commercial Corporate Production Coordinator.

ARTICLE 23

SALARY GROUPS AND CLASSIFICATIONS

23.1 Groups for the purpose of salary classification shall be as follows:

- GROUP 1** Clerk
- GROUP 2** Clerk/Typist, Delivery Driver, Switchboard Operator
- GROUP 3** News Assistant
- GROUP 4** Bookkeeper I
- GROUP 5** Property Maintenance, Stagehand, General Services Supervisor

- GROUP 6** Secretary, Stock Librarian, Scheduling Assistant, Promotion Resources Assistant, Tape Librarian
- GROUP 7** Administrative Secretary (Sales), Program Clerk, Bookkeeper III, Stock Controller, Traffic Operator, Stock Control Supervisor
- GROUP 8** Bookkeeper II
- GROUP 9** Scheduling Clerk, Publicity and Promotion Assistant, Publicity and Promotion supervisor, Traffic Supervisor
- GROUP 10** Production Assistant, Staging Carpenter
- GROUP 11** Audio Operator, Camera Operator, ENG Editor, Floor Manager, Lighting Technician, Set & Display Designer, TV Operator, Video Operator, Editing Supervisor, General Operator, Writer/Producer, Creative Director, VTR Operator, Closed Captioning Operator, Commercial Corporate Production Co-ordinator

- GROUP 12** Reporter/Anchor, Sports Reporter/Anchor, Assistant Sports Director, Sports Director, Producer (News), Regional News Producer
- GROUP 13** EFP Camera Operator, Master Control Operator, Graphic Artist, Art Director, Master Control Supervisor
- GROUP 14** Director/Switcher, ENG Camera Operator, Master Control Operator II, VTR Operator II, Post-Production Editor, ENG Supervisor
- GROUP 15** Maintenance Technician, Technical Co-ordinator
- GROUP 16** sports Reporter/Anchor II
- GROUP 17** News Anchor, Sports Announcer (Hockey)
- GROUP 18** Producer/Director, Public Affairs Director
- GROUP 19** Line-up Editor, Assignment Editor, Regional News Producer II, Sports Director II
- GROUP 20** Video Operator II

GROUP 21 **ENG Camera Operator II, ENG
Supervisor II**

GROUP 22 **Maintenance Technician II, Technical
Co-ordinator II, Supervisor -
Transmission Systems**

ARTICLE 24

SALARY SCHEDULES

Jul 19/95 Mar 1/96

GROUP 1 Clerk

start	767.49	783
year 1	809.11	825
year 2	851.74	869
year3	892.34	910
year 4	934.97	954
year 5	977.60	997
year 6	1021.24	1042

	Jul 19/95	Mar 1/96
<u>GROUP 2</u>	Clerk/Typist, Delivery Driver, Switchboard Operator	
start	853.77	871
year 1	928.88	947
year 2	1002.97	1023
year 3	1078.08	1100
year 4	1153.19	1176
year 5	1204.96	1229

<u>GROUP 3</u>	News Assistant	
start	930.91	950
year 1	1011.09	1031
year 2	1090.26	1112
year 3	1169.43	1193
year 4	1253.68	1279

<u>GROUP 4</u>	Bookkeeper I	
start	937.00	956
year 1	1008.05	1028
year 2	1076.05	1098
year 3	1146.09	1169
year 4	1215.11	1239
year 5	1285.14	1311

Jul 19/95

Mar 1/96

GROUP 5Property Maintenance, Stagehand,
General Services Supervisor

start	891.32	909
year 1	966.43	986
year 2	1040.53	1061
year 3	1115.64	1138
year 4	1188.72	1212
year 5	1263.83	1289
year 6	1320.67	1347
year 7	1361.27	1389
supv	1427.24	1456

GROUP 6Secretary, Stock Librarian,
Scheduling Assistant, Promotion
Resources Assistant, Tape Librarian

start	871.02	888
year 1	940.04	959
year 2	1011.09	1031
year 3	1079.10	1101
year 4	1149.13	1172
year 5	1220.18	1245
year 6	1289.20	1315
year 7	1358.22	1385
year 8	1420.14	1449

Jul 19/95

Mar 1/96

GROUP 7

Administrative Secretary (Sales),
 Program Clerk, Bookkeeper III, Stock
 Controller, Traffic Operator, Stock
 Control Supervisor

start	937.00	956
year 1	1008.05	1028
year 2	1076.05	1098
year 3	1146.09	1169
year 4	1215.11	1239
year 5	1285.14	1311
year 6	1354.16	1381
year 7	1423.18	1452
year 8	1489.16	1519
supv	1560.21	1591

GROUP 8

Bookkeeper II

start	1285.14	1311
year 1	1354.16	1381
year 2	1423.18	1452
year 3	1489.16	1519

Jul 19/95

Mar 1/96

GROUP 9Scheduling Clerk, Publicity and
Promotion Assistant, Publicity and
Promotion Supervisor, Traffic
Supervisor

start	968.46	988
year 1	1040.53	1061
year 2	1113.61	1136
year 3	1184.66	1208
year 4	1256.72	1282
year 5	1329.80	1356
year 6	1399.84	1428
year 7	1472.92	1502
year 8	1544.98	1576
supv	1619.40	1652

GROUP 10Production Assistant, Staging
Carpenter

start	1099.40	1121
year 1	1174.51	1198
year 2	1248.60	1274
year 3	1322.70	1349
year 4	1397.81	1426
year 5	1472.92	1502
year 6	1537.88	1569
year 7	1608.93	1641

	Jul 19/95	Mar 1/96
<u>GROUP 11</u>		
	Audio Operator, Camera Operator, ENG Editor, Floor Manager, Lighting Technician, Set & Display Designer, TV Operator, Video Operator, Editing Supervisor, General Operator, Writer/Producer, Creative Director, VTR Operator, Closed Captioning Operator, Commercial Corporate Production Co-ordinator	
start	1172.48	1196
year 1	1268.90	1294
year 2	1367.36	1395
year 3	1463.78	1493
year 4	1560.21	1591
year 5	1659.13	1692
year 6	1758.45	1794
year 7	1845.22	1882
supv	1937.22	1976

Jul 19/95

Mar 1/96

GROUP 12 Reporter/Anchor, Sports Reporter/
Anchor, Assistant Sports Director,
Sports Director, Producer (News),
Regional News Producer

start	1169.43	1193
year 1	1253.68	1279
year 2	1362.28	1390
year 3	1470.89	1500
year 4	1578.48	1610
year 5	1689.45	1723
year 6	1801.31	1837
year 7	1915.26	1954
year 8		2070
supv	2130.67	2173

Jul 19/95

Mar 1/96

GROUP 13EFP Camera Operator, Master
Control Operator, Graphic *Artist, Art*
Director, Master Control Supervisor

start	1145.08	1168
year 1	1253.68	1279
year 2	1362.28	1390
year 3	1470.89	1500
year 4	1578.48	1610
year 5	1689.45	1723
year 6	1801.31	1837
year 7	1915.26	1954
supv	2011.02	2051

Jul 19/95 Mar 1/96

GROUP 14 Director/Switcher, ENG Camera
Operator, Master Control Operator II,
VTR Operator II, Post-Production
Editor, ENG Supervisor

start	1264.84	1290
year 1	1370.40	1398
year 2	1474.95	1504
year 3	1579.49	1611
year 4	1687.36	1721
year 5	1795.04	1831
year 6	1906.90	1945
year 7	1999.95	2040
supv	2099.26	2141

GROUP 15 Maintenance Technician, Technical
Co-ordinator

start	1300.37	1326
year 1	1409.99	1438
year 2	1520.62	1551
year 3	1631.95	1665
year 4	1744.86	1780
year 5	1860.90	1898
year 6	1976.95	2016
year 7	2095.08	2137

Jul 19/95 Mar 1/96

GROUP 16 Sports Reporter/Anchor II

start	1253.68	1279
year 1	1362.28	1390
year 2	1470.89	1500
year 3	1578.48	1610
year 4	1689.45	1723
year 5	1800.26	1836
year 6	1915.26	1954
year 7	2029.22	2070
year 8	2129.58	2172
supv	2236.22	2281

GROUP 17 News Anchor, Sports Announcer
(Hockey)

start	1801.31	1837
year 1	1915.26	1954
year 2	2029.22	2070
year 3	2129.58	2172

Jul 19/95

Mar 1/96

GROUP 18 Producer/Director, Public Affairs
Director

start	1672.00	1705
year 1	1761.58	1797
year 2	1853.58	1891
year 3	1944.54	1983
year 4	2036.54	2077
year 5	2129.58	2172
year 6	2221.58	2266
supv	2332.66	2379

GROUP 19 Line-up Editor, Assignment Editor,
Regional News Producer II, Sports
Director II

start	1801.30	1837
year 1	1915.26	1954
year2	2029.22	2070
year 3	2129.58	2172
year4	2221.58	2266
year 5	2312.54	2359
supv	2429.63	2478

Jul 19/95 Mar 1/96

GROUP 20 Video Operator II

start 1999.95 2040

GROUP 21 ENG Camera Operator II, ENG
Supervisor II

start 2048.04 2089
supv 2150.44 2193

GROUP 22 Maintenance Technician II, Technical
Co-ordinator II, Supervisor-
Transmission Systems

start 2245.63 2291
supv 2357.49 2405

ARTICLE 25

TERM OF AGREEMENT

25.1 The term of this Agreement shall be for a period of thirty-three (33) months, commencing on the 27th day of June, 1994, expiring the 31st day of March, 1997, and from year to year thereafter, until terminated

by either Party giving the other Party not more than ninety (90) days and not ~~less~~ than thirty (30) days notice .in writing prior to the expiration date. If amendments are contemplated by either Party to become effective in ~~the~~ ensuing term, the Party proposing such amendments shall give notice in writing not more ~~than~~ ninety (90) days and not less ~~than~~ thirty (30) days prior to the expiration of each year from the date hereof. During the period of negotiations, this Agreement shall remain in force.

ARTICLE 26

HOURS OF WORK

26.1 For the purpose of calculating hours of work under this Agreement, employees shall be designated as follows:

- (a) DIVISION 1 - consisting of clerk, clerk/typist, program clerk, secretary, administrative secretary (Sales), bookkeeper I, bookkeeper II, bookkeeper III, traffic operator, traffic supervisor, publicity and promotions supervisor, publicity and promotion assistant, scheduling assistant, tape librarian, promotion resources assistant.
- (b) DIVISION 2 - consisting of the remainder of employees in the bargaining unit.

26.2 The hours of work for Division 1 shall consist of seven-and-onequarter (7 1/4) hours per basic tour of duty. The basic work week shall consist of a five (5) day week, Monday through Friday inclusive, of thirty-six and onequarter (36 1/4) hours. Hours in excess of the basic tour of duty, when worked with the approval of Management, shall be paid at the overtime rate. However, where the demands on the service of the Company require, then the work week may consist of any five (5) consecutive days in the week.

26.3 The hours of work for Division 2 shall consist of eight (8) hours per basic tour of duty. The basic work week shall consist of five (5) consecutive days, of forty (40) hours within any seven (7) consecutive days. Hours worked in excess of eight (8) shall be paid at the overtime rate.

26.4 The work week shall commence at 00:01 hours Monday and shall cease at 24:00 hours Sunday and shall be inclusive of all break periods but shall not include meal periods.

26.5 Days Off

- (a) Employees designated in sub-Articles 26.1 (a) and (b) shall have two (2) consecutive days off in a week, such days off normally being Saturday and Sunday.

- (b) Employees designated in sub-Article 26.1 (b) who are required to work shifts, shall be limited to a maximum of eight (8) consecutive days on and a minimum of two (2) consecutive days off in the twenty-one (21) day period, which in total shall provide fifteen (15) working days and ~~six~~ (6) days off. **The two (2) consecutive days off shall be any two (2) consecutive days.**
- (c) Notwithstanding the conditions of this Article, staff changeovers and emergencies may temporarily not permit the scheduling of such days consecutively.

26.6 It is further acknowledged that Producer/Directors, Sports Announcers (hockey) and Sports Reporter/ Anchors shall have no fixed understanding concerning hours of work, or therefore overtime payments during their basic five (5) day work week. Producer/Directors, Sports Announcers (hockey) and Sports Reporter/ Anchors required to work on a sixth or seventh day of a work week or on a General Holiday shall be paid at overtime rates for hours worked on those days. Notwithstanding the provisions of Article 26.7 (b) (i), where such employee's tour of duty extends into a day off the employee shall be paid at the appropriate overtime rate for any hours in excess of a basic tour of duty.

26.7 Tour of Duty - Definitions

(a) Basic Tour of Duty

- (i) A basic tour of duty shall be defined as the hours in a day scheduled and/or assigned to an employee in accordance with Articles 26.2 and 26.3, including break periods, not including meal periods, calculated to the last one-quarter (1/4) hour in which the work was performed.
- (ii) A basic tour of duty shall consist of continuous hours and there shall be no assignment of split tours or shifts.
- (iii) A basic tour of duty shall not include overtime hours, which hours shall be paid at the appropriate overtime rate.

(b) Tour of Duty

- (i) A tour of duty shall be defined as the authorized and/or approved time worked by an employee during a day with a minimum credit of a basic tour, calculated to the last one-quarter (1/4) hour in which the 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.

- (ii) A tour of duty shall include break periods, overtime, call-back, work on days *off* and work on General Holidays, but shall not include meal periods.

26.8 The Company agrees it shall attempt to engage adequate numbers of relief personnel to cover scheduling of work during vacation periods in order to avoid assignment of excessive hours to permanent, full-time employees.

ARTICLE 27

SCHEDULING

27.1 Work schedules shall be posted one week in advance of the start of the scheduled shifting in a conspicuous place in the employee's general work area.

27.2 Schedules shall contain the start and finish times of each tour of duty, scheduled days off and intended meal periods.

27.3 Change of Schedule

- (a) **An** employee shall receive advance notice of the Company's intention to change his/her scheduled tour of duty. Such notice shall **be** provided no later than the half-way point in his/her basic tour of duty on the last working day prior to the change, but in any event there shall be a minimum notice of twelve (12) hours prior to the new starting time.
- (b) **The** Company shall be deemed to have given notice under the provisions of (a) above when such notice **is** posted and the Company has made a reasonable **effort** to reach **the** employee. Such notice shall not apply under the circumstances outlined in sub-Articles 28.7 (a) and (b) of this agreement.
- (c) Failure to provide notice as set forth in (a) above shall result in the employee being paid at the one and one-half (1 1/2) time rate for any hours scheduled which fall outside of the basic tour of duty in effect at the notice point set forth in (a) above.

27.4 **The** Company shall not change an employee's scheduled **day(s) off** unless notice of such change is provided to the employee no later than the halfway point of the **employee's** tour of duty, three (3) working

days prior to the change. If the employee is required to work on a day off without such notice, he/she shall be paid at the appropriate overtime rate for all such hours worked.

ARTICLE 28

OVERTIME

28.1 Overtime shall be defined as those hours worked in excess of a basic tour of duty. Overtime work must be assigned or authorized by a Supervisor, manager or another person as designated by the Company.

28.2 The basic hourly rate shall be calculated as follows:

(a) For Divisions 1:

$$\frac{\text{bi-weekly salary}}{72.5} = \text{hourly rate}$$

(b) For Division 2

$$\frac{\text{bi-weekly salary}}{80} = \text{hourly rate}$$

28.3 Excepting those employees referred to in Article 26.6, overtime hours during a tour of duty shall be paid as follows:

- (a) Up to four **(4)** hours at one-and-one-half **(1 1/2)** times the basic hourly rate.
- (b) Hours in excess of the first four **(4)** overtime hours at **two (2)** times the basic hourly rate.

28.4 When an employee is assigned to work any period of overtime that commences later than two (2) hours after completion of a basic tour of duty, he/she shall receive a minimum credit of three (3) hours at the overtime rate for each such overtime period.

28.5 Employees shall have the right to refuse the assignment of any overtime work in **excess of** the basic tour of duty or work week. No employee in exercising the foregoing right shall be penalized for refusing to work such overtime. The provisions of this Article shall also apply in the case of Call-back, Work on Days Off, Work on General Holidays and Stand-by.

28.6 In the event that all qualified employees refuse the assignment of work under provisions of Article 28.5 above, the Company shall have the right to require the least senior qualified employee(s) available to perform the work.

28.7 Notwithstanding the provisions of Article 28.5 above, the Company may require an employee to work overtime in any of the following circumstances:

- (a) emergencies arising as a result of accidents *or* urgent **and** essential work to be done to machinery, equipment or plant.
- (b) In the case of sick leave replacement.
- (c) other unforeseen or unpreventable circumstances.

ARTICLE 29

WORK ON DAYS OFF

29.1 When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- (a) On the first day off - one-and-one-half (1 1/2) times the basic rate for the first four (4) hours worked; and two (2) times the basic rate for hours worked **in** excess of four (4) hours overtime, with a minimum credit of four (4) hours.
- (b) On the second day off - **provided** the first day off has been worked, an additional one-half (1/2)

times the basic rate in addition to the rates outlined in (a) above, with a minimum credit of four (4) hours.

- (c) In the event an employee is entitled to more than two (2) consecutive days off and work is performed on more than one (1) of such days off, all work on any subsequent days off shall be paid at an additional one-half (1/2) times the basic rate, with a minimum credit of four (4) hours.

29.2 Notwithstanding the provisions of Article 29.1 above, an employee may elect to take compensatory leave at a later date in accordance with the provisions of Article 36 of this Agreement, in lieu of overtime payment for hours worked on a day off.

ARTICLE 30

PREMIUMS

30.1 Call-back

- (a) When an employee has completed his/her tour of duty and has left his/her place of work and is called back prior to his/her next scheduled tour of duty, he/she shall receive minimum credit of three (3) hours at twice the basic hourly rate. Hours in excess of three (3) hours in a Call-back

shall be paid in accordance with the provisions of Article 28 of this Agreement.

- (b) The employee on Call-back shall not be required to work more than four (4) hours without a meal period. After this meal period which is deemed to be a second or subsequent meal, the provisions of Article 32.5 shall apply.
- (c) Call-back on Christmas Day, notwithstanding the foregoing, shall be paid at the triple time (3X) rate.

30.2 Stand-by

- (a) Employees may be designated as being on 'Stand-by', which shall mean such employees are immediately available and able to return to work.
- (b) An employee designated as being on Stand-by shall be paid a premium of one quarter (1/4) times his/her basic hourly rate for those hours designated as Stand-by. The overtime provisions of Article 28 of this Agreement shall apply to actual hours worked if the employee on stand-by is called to work, however, the call back provisions of Article 30.1 shall not apply. The stand-by premium shall not apply to actual hours work.

- (c) When an employee is designated as being on Stand-by and such designation is not provided to the employee by the end of his/her tour of duty prior to the Stand-by period, the employee shall be paid a premium of one quarter (1/4) times his/her basic hourly rate in addition to the premium outlined in (b) above.
- (d) Any employee who is designated as being on Stand-by and who is not available for work when called during the Stand-by period shall receive no compensation for any hours of Stand-by.

30.3 Night Shift Differential

- (a) Employees who are scheduled to work tours of duty, any portion of which falls between 00:00 hours and 07:00 hours, shall receive a premium of two dollars (\$2.00) per hour for the hours so worked.
- (b) The minimum differential payment under this Article shall be two dollars (\$2.00) per tour. Night shift differential shall not be deemed overtime or part of the base pay.

30.4 Turn Around Period

- (a) An employee who works regularly posted tours of duty shall be entitled to a minimum of twelve (12)

consecutive hours off from the end of the last work performed, before resuming work on a new tour.

- (b) An employee who does not receive the minimum off duty hours specified in (a) above shall be paid a Turn Around Premium of one-half (1/2) times the basic hourly rate in addition to his/her salary, for the hours worked during what would have otherwise been off duty time.

30.4.1 Notwithstanding the provisions of 30.4 above, where one or more employees request a shift change and such change is approved by the supervisor, the Turn Around Premium shall not apply to the employees making such request.

ARTICLE 31

UPGRADING

31.1 In the event that an employee is temporarily assigned to perform work of a higher job classification than that to which he/she is normally assigned, or to act in a supervisory position, he/she shall be paid as follows:

- (a) Where the temporary assignment is of a duration of one-half (1/2) a basic tour of duty or longer - ten dollars (\$10.00) per occasion; or
- (b) Where the temporary assignment is of a duration of less than one-half (1/2) a basic tour - five dollars (\$5.00) per occasion.
- (c) At the time of such assignment, an employee shall be advised of his/her Temporary Upgrading and this shall be recorded on the employee's pay record.

31.1.1 Upgrading provisions shall also apply to any non-supervisory employee temporarily assigned by the Company to train another employee in the following circumstances:

- (a) where the employee is being trained in a job to which he/she is not normally assigned or is brought in to learn a job;
- (b) where the employee is being trained in new operational procedures or new equipment.

31.2 In the event that the accumulation of Temporary Upgrading in any one position or for any single employee exceeds one-hundred-twenty (120) days within any twelve (12) month period, the applicable premium as set out in 31.1 (a) and (b) above shall be

doubled (2X) for each occasion in excess of the 120 days.

31.3 The provisions of this Article shall not apply when:

- (a) The Upgrading is required to replace an employee who is on the first day of sick leave and the Company has not been notified of such sick leave by the end of the sick employee's previous tour of duty, or;
- (b) An employee is on a meal or break period.

ARTICLE 32

MEAL AND BREAK PERIODS

32.1 A meal period shall consist of one hour and shall normally be taken between 12:00 hours and 13:00 hours except as otherwise provided for shift workers.

32.1.1 The provisions of this Article shall apply to employees assigned to work the equivalent of a basic tour on a day off or a General Holiday.

32.2 Meal periods for shift workers shall be assigned by the Department Head or Supervisor at a time approximately half-way during the employees' basic

tour of duty, but shall commence not more than one (1) hour before or one (1) hour after such half-way point.

32.3 Meal Displacement Premium

- (a) A Meal Displacement Premium equivalent to one-half (1/2) hour at the basic rate shall be paid to an employee, in addition to any other premiums or payments received under this Agreement, when he/she does not receive a meal period within the time period commencing not more than one (1) hour before or one (1) hour after the half-way point of his/her basic tour of duty.
- (b) A Meal Displacement Premium equivalent to one-half (1/2) hour at the basic rate shall be paid to an employee, in addition to any other premiums or payments received under this Agreement, when he/she does not receive a meal period during his/her basic tour of duty.

32.4 Notwithstanding the provisions of Article 32.1 above the Company may assign a half-hour meal period under the following conditions:

- (a) The employee is engaged in shift work where it is not practical to provide relief for a one hour meal period; or

- (b) Where the employee and his/her supervisor mutually agree that a half-hour meal period is acceptable to them.

32.5 Second and subsequent meal periods shall be provided as follows:

- (a) A second meal period of not less than thirty (30) minutes duration nor more than ~~sixty~~ (60) minutes duration shall be assigned following tours of duty in which a first meal period was scheduled, provided the employee is required to work a minimum of two (2) hours beyond the scheduled basic tour of duty.
- (b) Subsequent meal periods of not less than thirty (30) minutes duration shall be given as nearly as is practical to the end of the fourth (4) hour of work after the completion of a prior meal period.
- (c) Second and subsequent meal periods shall not be included in the hourly overtime computation.
- (d) The Company shall compensate the employee at the rate of ~~seven-dollars-and-fifty~~ cents (\$7.50) per meal.

- 32.6** Where overtime requirements make provisions for a second or subsequent meal break impractical or impossible, the Company shall either:
- (a) provide a light meal which shall be consumed on the job, in lieu of a second or subsequent meal break; or
 - (b) pay to the employee who has missed this second or subsequent break the specified sum in Article 32.5 (d) above, upon receipt of proper authorization.
- 32.7** The Supervisor, Producer/Director or another person as designated by the Company is responsible for implementing the provisions of Articles 32.5 and 32.6.
- 32.8** A break period of not more than ten (10) minutes shall be provided each employee approximately mid-way between the start of a tour of duty and the assigned lunch break and mid-way between the end of the lunch break and completion of the tour of duty. Employees may be required to stagger their break periods so that their general work area is not left completely unattended at any given time.
- 32.9** No employee shall leave the Company's premises during working hours other than during the meal

period, without first obtaining permission of his/her Department Head or Supervisor.

ARTICLE 33

USE OF PRIVATE AUTOMOBILE

33.1 It is agreed that the use of an employee's vehicle for Company business is voluntary and employees may decline to provide such use without penalty. However, employees may be requested and authorized by the Company to use their personal vehicles on Company business. No employee shall be required to modify his/her private vehicle in any way to accommodate such use. Further, no employee shall be required to carry Company equipment in the interior of his/her private vehicle if such use is likely to cause damage to interior coverings or furnishings such as upholstery.

33.1.1 Subject to the provisions of Article 33.1, where an employee is assigned to report directly to a remote location and uses his/her personal vehicle, he/she shall be reimbursed for such travel in accordance with the provisions of Article 33.2, for all distance that exceeds his/her normal distance from home to usual place of work.

33.2 Employees authorized by **the** Company to use their personal automobiles shall be reimbursed at the following rates:

- (a) twenty-five cents (**25¢**) per kilometre
- (b) ENG Camera Operators shall be reimbursed an additional one and onequarter cents (1 **1/4¢**) per kilometre for such use.

33.3 Distance shall be calculated from the usual place **of** employment to the destination and return. However, if duties terminate at destination, return miles claimable shall be actual distance from destination to home, **less** distance from home to usual place of employment.

33.4 For reimbursement, employees shall submit to the appropriate Management a Monthly Claim, in such form **as** prescribed by **the** Company and such reimbursement shall be made to **the** employee once monthly, immediately following the end **of the** month in which mileage was incurred.

33.5 In addition to the reimbursement **set** out in Article **33.2** above, employees shall be reimbursed for parking meter costs, off-street parking and parking meter violations **while** on Company business. Such costs, other than parking meter costs, must be

substantiated with appropriate receipts together with the Monthly Claim.

- 33.6** In authorizing the use of a private automobile the Company assumes no liability to indemnity the user for any personal **loss** or injury which might be sustained as a result of such use and it remains the sole responsibility of the employee to provide adequate insurance protection.
- 33.7** Business Insurance- The Company shall reimburse an employee authorized to use his/her personal vehicle for Company business for the cost of Business Insurance placed *on* the employee's automobile, up to a maximum cost of one-hundred dollars (\$100.00) per year. The employee must obtain prior approval from the Company and submit a copy of his/her receipt for the Business Insurance premium.
- 33.8** An employee who uses a vehicle on a regular basis in the performance of his/her duties, shall be provided a single advance of **up** to one-hundred dollars (\$ 100.00) to cover parking and vehicle operation expenses that are reimbursed pursuant to Article 33.4. Upon termination, any advance monies outstanding shall be deducted from the employee's final paycheque.

ARTICLE 34

GENERAL HOLIDAYS AND HOLIDAY PAY

34.1 The following days shall be observed as paid holidays, subject to conditions of this Article:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	

* Effective April 1, 1996 Easter Monday shall no longer be recognized as a holiday under this Article.

34.2 Except as otherwise provided herein, the following shall apply with respect to granting of and payment for General Holidays:

- (a) Every employee is entitled to and shall be granted a holiday with pay on each of the General Holidays falling within any period of his/her employment.
- (b) When a General Holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a holiday with pay at some other time, which may be by way of

addition to his/her annual vacation or granted as a holiday with pay at a time convenient to him/her and the Company, but in any event, it shall be taken within the vacation year in which it was granted.

- (c) When a New Year's Day, Dominion Day, Remembrance Day, Christmas Day or Boxing Day falls on a Saturday or Sunday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the General Holiday.

34.3 An employee who is required to work on a day on which he/she is entitled to a holiday with pay shall be paid in accordance with the provisions of Article 29.1 of this Agreement for the time worked by him/her/hers on that day, with a minimum credit of four (4) hours, in addition to his/her regular rate of pay for that day. However, an employee required to work on Christmas Day shall be paid at triple time (3X) for such hours worked on that day, with a minimum credit of four (4) hours, in addition to his/her regular rate of pay for that day.

34.4 Notwithstanding the provisions of Article 34.3 above, an employee may elect to take compensatory leave at a later date in accordance with provisions of

Article 36 of this Agreement, in lieu of overtime payments for hours worked on a General Holiday.

34.5 Holiday with pay means an employee's normal or regular rate of pay shall continue to be paid for that General Holiday upon which the employee does not work.

34.6 An employee shall not be paid for a General Holiday on which he/she does not work, when:

- (a) he/she is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the General Holiday;
- (b) he/she did not report for work after having been called for work on that day.

34.7 Employees who are required to work a shift or tour of duty, any portion of which falls between 19:00 hours and 24:00 hours on Christmas Eve shall be paid at the rate of one-and-one-half (1 1/2) times the basic rate, in addition to his/her regular wages for that day, for all hours worked during such period.

ARTICLE 35

ANNUAL VACATIONS

35.1 Employees shall be entitled to and shall receive an annual vacation with pay on **the** following basis:

- (a) Leave with pay for vacation for employees with **less** than one (1) year's service with the Company shall be granted at the rate of one-and-one-quarter (**1 1/4**) days for each completed calendar month **of** employment, calculated **to** the nearest full day, up to **a** maximum **of** ten (10) working days, computed as **of** May **1st** of each calendar year, and his/her pay for such vacation leave shall be computed in accordance with **the** Canada Labour (Standards) Code.
- (b) An employeewho has completed one (1) year's service with the Company, computed **as of** **May** 1st of each calendar year, shall receivethree (3) weeks of vacation with pay amounting to:

15 X basic monthly salary
working days in month at time of vacation

- (c) Employeesupon attaining their eighth (8th) year **of** service shall receivefour (4) **weeks of** vacation with pay amounting to:

20 X basic monthly salary
working days in month at time of vacation

- (d) Employees upon attaining their twentieth (20th) year of service shall receive five (5) weeks of vacation with pay amounting to:

25 X basic monthly salary
working days in month at time of vacation

- (e) Employees upon attaining their thirtieth (30th) year of service shall receive six (6) weeks of vacation with pay amounting to:

30 X basic monthly salary
working days in month at time of vacation

* Effective April 1, 1996, one additional day of vacation shall be added to each entitlement under 35.1 (a) to (e) as Easter Monday will no longer be recognized as a holiday.

35.2 In the event a General Holiday (Article 34) occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits, according to Article 35.1. **The** additional day shall be taken within the vacation year in which it was granted.

- 35.3** Employees shall submit their preference for vacation to their immediate Supervisor prior to March 15th and vacation schedules shall be posted by April 15th of each year. Subsequent changes requested in writing by the employee to the vacation period so scheduled shall be subject to operational requirements determined by the Company.
- 35.4** Vacation preferences shall be given to employees on the basis of Company seniority within each Department and Section as defined by the Company. To effect proper and efficient operation of all Sections and Departments, the Company reserves the right to alter any requested vacation period, or to arbitrarily set such vacation period, prior to the posting date of April 15th. Alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee affected.
- 35.5** Notwithstanding the provisions of Article 35.4 above, the Company shall have the right to alter an employee's vacation subsequent to April 15th where such vacation falls during a BBM ratings period and further provided that:
- (a) The employee is engaged in on-air Television presentation in the capacity of Announcer, Television News Anchor, or Sports Director.

- (b) The Company shall provide no less than one (1) month's notice of its intention to alter the employee's vacation.
 - (c) The provisions of this Article shall not apply to vacations scheduled during the months of June, July and August.
- 35.6** An employee shall take the vacation outlined in the foregoing Articles during the vacation year, which shall be from May 1st in any given year to the following April 30th.
- 35.7** An employee whose annual vacation entitlement is fifteen (15) working days or more may postpone **up** to five (5) working days of vacation entitlement to the following vacation year, subject to the following conditions:
- (a) Such postponement shall be by mutual agreement between the employee and the Company and shall be authorized in writing by the Company.
 - (b) An employee shall not postpone vacation entitlement in ~~two~~ (2) successive years.
- 35.8** Except upon termination, no employee shall be entitled to pay in lieu of vacation.

ARTICLE 36**COMPENSATORY LEAVE**

- 36.1** Subject to making his/her intention known to his/her Supervisor, an employee may elect to accumulate and take Compensatory Leave in lieu of pay, in the following circumstances:
- (a) Work performed in excess **of the** employee's basic tour **of duty**, provided such work is one (1) hour or more in duration.
 - (b) Work performed on **a** scheduled day off or **a** General Holiday.
- 36.2** Compensatory Leave shall be subject to the following conditions:
- (a) Such leave shall **be** credited at the same premium rate as the work performed (**e.g.**: time-and-one-half, double time, triple time), times the number **of** hours worked.
 - (b) **The** total accumulation **of** Compensatory Leave under provisions of this Article shall not exceed ten (10) working days in **any** vacation year. Further, the total accumulation of Compensatory Leave, when combined with **the** employee's vacation entitlement shall not exceed thirty (30)

working days in any vacation year. Notwithstanding the foregoing, an employee who is entitled to six (6) weeks vacation shall be permitted to accumulate a maximum of five (5) days of leave under this Article.

- (c) Compensatory Leave may be taken in conjunction with an employee's vacation or at a time mutually convenient to the employee and the Company. Where unforeseen staffing requirements arise, the Company shall have the right to reschedule any Compensatory Leave not taken in conjunction with an employee's vacation to another mutually agreeable date by providing notice to the employee no later than one week prior to the start of such Leave.
- (d) Such Leave shall be taken in units of one-half (1/2) days or full days.
- (e) Where an employee wishes to split the hours worked between cash and Compensatory Leave, such claims for Leave shall be submitted in units of four (4) hours.

36.3 In the event that Compensatory Leave is not used by the employee within the vacation year in which it is earned, the hours worked by the employee shall be paid to the employee at the same premium rate in effect when the work was performed. Payment shall

be made within one (1) month of the end of the vacation year.

36.4 Notwithstanding the provisions of Article 36.3 above, Compensatory Leave credits earned during March and April of the vacation year which are not used by the end of the vacation year, may be carried forward until the end of June. If they are not used by the end of June, these hours worked shall be paid to the employee at the same premium rate in effect when the work was performed. Payment shall be made by the end of July.

36.5 When the maximum credit is earned under the provisions of Article 36.2 (b) above, or when the employee makes no election, payment for such work shall be made at the appropriate overtime rates.

ARTICLE 37

ILLNESS LEAVE

37.1 For the purpose of Illness Leave, each employee shall be credited with one (1) working day of Illness Leave for each month's continuous employment, subject to the following:

- (a) Illness Leave shall be calculated from the first of the month of employment, if the employment date

is between the first and the **fifteenth** days inclusive; or from the first of the following month if the employment date is between the sixteenth and the last day inclusive.

- (b) Illness Leave credits shall be cumulative during the employment of the employee to **a** maximum of one-hundred-nineteen **(119)** consecutive working days for any one illness.

37.2 Absence due to illness or due to the illness of an employee's child, when approved in accordance with Article **37.4** shall not constitute an interruption of **the** employee's continuous employment for the purpose of accumulating credits.

37.3 Notwithstanding the provisions of Article **37.1** above, an employee shall not receive Illness Leave credit(s) for any period during which the employee is on Leave arising from **the** provisions of Article **38.3** and Article **40** of this Agreement.

37.4 Absence due to illness or due to illness of an employee's child must be reported **immediately to the** employee's immediate Supervisor. **An** illness of more than three (3) working days duration must **be** substantiated by a medical certificate. if the duration is not longer than ten (10) working days, the employee shall bring the medical certificate on **his/her** return to work. Should the illness be more than ten (10)

working days, the Company shall contact the employee's home and request a medical certificate be forwarded to the Company. Failure to produce such evidence shall not entitle the employee to Illness Leave pay for those days beyond the initial three (3) days of any one illness. The Company shall satisfy itself that an employee is medically fit to resume work after any period of illness prior to allowing the employee to resume work.

37.5 Illness Leave shall be reported by the employee's Supervisor to the Company, on a form provided by the Company. A copy of such form, detailing Illness Leave taken and the amount of credits remaining shall be forwarded to such employee.

37.6 An employee who becomes sick or otherwise disabled during his/her vacation period shall receive vacation time ~~so~~ lost at a later date, provided he/she reports the sickness or disability immediately to the Company and brings with him/her ~~when~~ he/she returns to work, a doctor's certificate showing the length and nature of the illness. Vacation time ~~so lost~~ shall be exclusive of Saturdays and Sundays and shall be taken at a time convenient to the Company. The period of illness shall be treated as Illness Leave in accordance with Article 37.4; however, the illness of an employee's child shall not constitute reason for reinstatement of Illness Leave pursuant to the provisions of this Article.

37.6.1 An employee who is absent on sick leave on the working day before and after a General Holiday shall be paid sick leave for such Holiday.

37.7 Benefits provided for working days off due to illness in accordance with Article **37.1** shall be on the following basis:

- (a) The employee shall receive full salary up to the maximum days credit earned; or
- (b) Maximum days credit at full salary, **then** sixty-six and two-thirds percent ($66 \frac{2}{3} \%$) of salary during a continued illness, for days in excess of earned credits to the conclusion of one-hundred-nineteen (**119**) days for any one illness.

37.8 In the event any one illness extends beyond one-hundred-nineteen (119) days, the employee **shall** become eligible for benefits as set forth in the Salary Continuance Insurance Plan as outlined in Article **41** of this Agreement.

37.9 The Parties agree that Illness Leave is for the insurance of income that would otherwise **be** lost due to a legitimate illness.

37.10 Deductions from accumulated Illness Leave credits shall **be** made in the following manner:

- (a) For daily absences under two (2) hours - no deduction.
- (b) For daily absences of **two** (2) to six (6) hours - a half day shall be deducted.
- (c) For daily absences over six (6) hours - one full day's credit shall be deducted.

37.11 An employee who elects to receive treatment under the Employee Assistance Program shall **be** eligible for Illness Leave coverage for the time spent in a treatment centre, in accordance with **the** provisions of this Article.

ARTICLE 38

LEAVES OF ABSENCE

38.1 Leave of Absence is defined as leave granted for **pre-planned** personal or professional reasons. Leave of absence may **be** granted under the **following** conditions, depending on the circumstances at the time:

- (a) Such request **must** be made in writing to the Company well in advance of **the** anticipated or desired time.

- (b) No such requests shall **be** granted until **an** employee has completed ~~two~~ **(2)** full years of employment with the Company.
 - (c) No employee shall be granted leave of absence more often than once **every** three (3) full years of employment.
 - (d) Leaves of Absence shall be without pay and no additional credit shall **be** given for a General Holiday falling within such period.
 - (e) Under certain employment conditions, the Company may approve a Leave of Absence at an earlier date, providing such approval **is** agreed upon at the time **of** employment with **the** understanding that such employee shall **be** bound by the conditions set out in (a) through ~~(d)~~ above in any future **requests** for Leave of Absence.
 - (f) Any Leave granted pursuant to this Article shall be subject to the operational needs and requirements of the Company.
- 38.2** Where an employee is granted Leave of Absence without pay pursuant to **Article 38.1** above, for **the** purpose of an extended vacation and such leave extends beyond one (1) month, the following shall apply:

- (a) Notwithstanding the provisions of Article 22.1 (b) of this Agreement, an employee's anniversary date for salary advancements shall be delayed one month for each full month of absence.
 - (b) Notwithstanding the provisions of Article 35.1 of this Agreement, an employee's vacation entitlement shall be pro-rated in the following vacation year to reflect the number of full months absent.
 - (c) Notwithstanding the provisions of Article 37.1 of this Agreement, an employee shall not ~~earn~~ sick leave credits during each full month of absence.
 - (d) Notwithstanding the provisions of Article 41.3 of this Agreement, where an employee takes an extended leave of absence beyond one month, the employee shall be responsible for the full cost of Group Benefits coverage. Eligibility for benefits coverage shall be in accordance with the existing plan.
- 38.3 Compassionate Leave** is defined as leave granted for unexpected personal reasons. Such Leave must have prior approval of the Company.
- 38.4 Witness and Jury Leave** - employees required to ~~serve~~ on juries or to obey a subpoena or a notice to

attend a judicial proceeding shall suffer no **loss** of pay, provided that:

- (a) all fees received from the service **are** paid to the Company; and
- (b) employees shall return to work if released prior to 13:00 hours on the day in question; and
- (c) except for **the** last day of **leave** for this purpose, an employee shall not be required to work beyond 17:00 hours on the day in question.

38.5 Educational Leave

- (a) Educational Leave may be granted to an employee **who** qualifies under terms **of** the Educational Trust Fund **as** set forth under Article 43 of this Agreement.
- (b) Educational Leave as outlined in (a) above shall be subject to the operational requirements of the Company.
- (c) Educational Leave as outlined in (a) above shall be authorized by the Company at least **two (2)** weeks prior to **the** start of **the** leave. Such authorization shall not be unreasonably withheld.

ARTICLE 39

MATERNITY/CHILD CARE LEAVE

- 39.1 Employees with six (6) months or more of continuous service with the Company shall be granted Maternity/Child Care Leave in accordance with the provisions set out in the Canada Labour Code, except as further provided herein.
- 39.1.1 Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, the employee shall receive one (1) week of prenatal leave with pay upon commencement of her leave. Additionally, she shall receive one (1) week of post-natal leave with full pay, payable on the first bi-weekly pay day following her return to work.
- 39.1.2 Notwithstanding 39.1.1 part-time employees shall only be entitled to paid maternity leave when they work in excess of an average of 100 hours per month during the six months prior to the commencement of maternity leave.
- 39.1.3 A part-time employee's entitlement to paid prenatal and post-natal leave shall be based on a daily rate of 1/20th of the wages earned during the 30 calendar days preceding the commencement of maternity leave.

- 39.2** The Company shall extend to employees on Maternity/Child Care Leave, Group Benefits coverage as set out in Article 41 of this Agreement, at the appropriate contribution rates for the period of Maternity/Child Care Leave provided for under the Canada Labour Code.
- 39.3** Should an employee be unable to return to work owing to complications related to the pregnancy, the employee shall be entitled to Illness Leave provisions as outlined in Article 37 of ~~this~~ Agreement.
- 39.4** Continuity of service for purposes of seniority shall be considered unbroken upon return to work in accordance with the period for which leave of absence is authorized.

ARTICLE 40

ADOPTION AND PATERNITY LEAVE

- 40.1** Employees with one (1) or more years of service shall be granted three (3) days paid Adoption Leave at the time of the legal adoption of a child.
- 40.2** Male employees with one (1) or more years of service shall be granted three (3) days of paid Paternity Leave at the time of the birth of a child.

ARTICLE 41**GROUP BENEFITS**

41.1 Group Benefit plans such as Life Insurance, Accidental Death and Dismemberment Insurance, Supplementary Medical Benefits, Dental insurance, Salary Continuance and Alberta Health Care shall continue to be made available to employees at no **less** a level of benefit.

The Company agrees that no change shall be made in such benefit plans without prior approval of the Union.

41.2 The Company shall continue to provide Alberta Health Care as a group benefit, subject to the terms and conditions as established by Government regulations. Premiums for Alberta Health Care shall be shared, with the Company paying fifty percent (50%) of the costs and **the** employee paying the remaining fifty percent (50%).

41.3 The premiums on the plans outlined above shall be shared as **follows**:

	EMPLOYEE PORTION	COMPANY PORTION
(a) Life Insurance Accidental Death & Dismemberment Supplementary Medical Salary Continuance Dental Insurance	33 %	67 %
(b) Alberta Health Care	50 %	50 %

41.4 Notwithstanding the provisions of Article 41.3 above, the cost of any optional coverage provided through these plans shall be borne by the employee.

41.5 All new employees shall become members of the entire basic package of benefits plans covered by this Article as a condition of employment. Coverage under the plans shall be effective beginning the first day of the month following the employee's date of hiring.

41.6 It is agreed that any surplus accumulated by the bargaining unit group benefits package shall be applied against future bargaining unit group benefits plan(s) premiums.

41.7 Information with respect to the above noted plans shall be made available to a participating employee or the Union, regarding the terms and conditions of the plans. However, it is understood that the Union shall

not be entitled to any information of a personal nature concerning an individual employee.

41.8 Notwithstanding the provisions of Article 5.3 (l) of this Agreement, the following group benefits provisions shall apply to part-time employees:

- (a) Part-time employees shall be eligible for Alberta Health Care Insurance coverage as set out in Article 41.1 as follows:
 - (i) A part-time employee who works an average of one hundred (100) hours per month or more shall be eligible for such coverage effective beginning the first day of the month following the employee's date of hiring.
 - (ii) A part-time employee who works less than an average of one hundred (100) hours per month shall be eligible for such coverage effective immediately following completion of his initial twelve (12) months of service with the Company.
 - (iii) Premiums for such coverage shall be shared, with the Company paying twenty-five percent (25%) of such premiums and the employee paying seventy-five percent (75%) of such premiums on a monthly basis.

- (b) A part-time employee who has completed twelve (12) months of service with the Company shall be required, as a condition of employment, to participate in the Life Insurance and Accidental Death and Dismemberment Insurance plans as set out in Article 41.1, subject to the following:
- (i) Part-time employees shall be eligible for basic Life Insurance coverage in the amount of thirty-seven-thousand dollars (\$37,000) and additional Life insurance coverage on an optional basis in the amount of thirty-seven thousand dollars (\$37,000). Basic and optional coverage under the Accidental Death and Dismemberment plan shall be provided at the same insurance levels as set out under the Life Insurance coverage above.
 - (ii) Premiums for coverage outlined in (i) above shall be shared, with the Company paying sixty-five percent (65%) of such premiums and the employee paying thirty-five percent (35%) of such premiums on a monthly basis, for basic coverage. The cost of any optional coverage provided herein shall be borne by the employee.

Effective August 1, 1996 41.8(a) and (b) shall be replaced by the following:

41.8 Part-time employees, as a condition of employment, shall be covered by **the** Supplementary Medical Benefits and Dental Insurance as set out in Article 41.1 subject to the following:

- (a) coverage shall commence on **the** first day of **the** month following six (6) months **of** employment;
- (b) to be eligible for coverage, the employee must have worked **a** total **of Two Hundred Seventy-Six (276)** hours in the previous **twelve (12)** week period;
- (c) notwithstanding the provisions **of Article 41.3, the** premiums for such benefits shall be shared on the basis **of** fifty percent (50%) paid **by the** Company and fifty percent (50%) paid **by** the employee.

41.8.1 Part-time employees shall **be** eligible for Alberta Health Care Insurance coverage **as set out** in Article 41.1 as follows:

- (a) **A** part-time employee who works **a** total **of Two Hundred Seventy-Six (276)** hours in the previous twelve (12) week period shall be eligible for such coverage effective beginning **the** first day of **the**

month following **the** end of **the** twelve (12) week period.

- (b) A part-time employee who works **less** than Two Hundred Seventy-Six (276) hours, shall be eligible for such coverage effective on the first of **the** month following completion **of** his/her initial twelve (12) months **of** service with the Company.
- (c) Premiums for such coverage shall **be** shared, with the Company paying twenty-five percent (**25%**) of such premiums and the employee paying seventy-five percent (75%) of such premiums on a monthly basis.

41.8.2 A part-time employee who has completed six (6) months **of** service with the Company shall be required, as a condition of employment, to participate in the Life Insurance and Accidental Death and Dismemberment Insurance Plans as set out in Article 41.1, subject to the following:

- (a) Part-time employees shall **be** eligible for basic **Life** Insurance coverage in **the** amount of Forty Thousand Dollars (\$40,000) and additional Life Insurance coverage on an optional basis in **the** amount of Forty Thousand dollars (\$40,000). Basic and optional coverage under the Accidental Death and Dismemberment plan shall be

provided at the same insurance levels as set out under **the Life Insurance** above.

- (b) Premiums for coverage outlined in (f) above shall be shared, with the Company paying Sixty-Five percent (65%) **of** such premiums and **the** employee paying Thirty-Five percent (35%) **of** such premiums on a monthly basis, **for** basic coverage. **The** cost of any optional coverage provided herein shall be borne by **the** employee.

ARTICLE 42

PENSION PLAN

42.1 **The** Company Pension Plan now in existence shall continue to be made available to all employees on a voluntary basis and at no **less** a level **of** benefit during the term **of** this Agreement. **The** Company shall notify the Union not **less** than ninety (90) days prior to the implementation **of** any change(s) to the terms, conditions or administration **of** the Pension Plan. **The** ninety (90) days notice period may be waived by mutual agreement **of** **the** Parties.

42.2 Each employee **who** agrees to enroll in **the** Pension Plan shall receive an annual statement **of** his/her position in the Plan.

42.3 *The* Parties agree to meet during the term **of** this Agreement for **the** purpose **of** reviewing the Pension Plan.

- (a) Such discussions shall **be** referred to the Joint Staff Benefits Committee, which shall present recommendations for Plan improvements to **the** Company during the term of this Agreement.
- (b) The Company shall furnish to **the** Committee any data related to **the** bargaining unit portion **of** the Pension Plan as may **be** necessary **to** carry out such review.
- (c) It is understood that **the** Company **is** not bound by, or in any way **obligated** to implement **the** Committee's recommendations.

42.4 The Company shall continue **to** provide such payroll deduction services as may be required to facilitate the Union Group Registered Retirement Savings Plan. Employee deductions shall be subject to receiving written authorization **from the** employee involved.

ARTICLE 43**EDUCATIONAL TRUST FUND**

- 43.1** The Educational Trust Fund shall continue in effect for the term of this Agreement.
- 43.2** The administration of the Fund shall be governed by the conditions set forth in the Trust Deed as executed separately from this Agreement.
- 43.3** The Company shall continue to pay into the Educational Trust Fund the total amount of the Unemployment Insurance Commission premium rebate less the amount specified in Appendix B - Cafeteria Service.
- 43.4** In the event that the Unemployment Insurance Commission premium rebate applicable to the bargaining unit exceeds the sum of four-thousand-five-hundred dollars (\$4,500.00) during either year of this Agreement, the Company shall pay into the Trust Fund such amount of the rebate that exceeds four-thousand-five-hundred dollars (\$ 4,500.00) upon receipt of the excess rebate.
- 43.5** In the event that the Unemployment Insurance Commission premium rebate to the Company is cancelled in its entirety by the Federal Government, or falls short of the four-thousand-five-hundred dollars (\$

4,500.00), the terms and conditions of Articles 43.3 and 43.4 shall be subject to negotiation by the Parties for whatever period remains in the term of this Agreement.

ARTICLE 44

STAFF TRAINING AND FAMILIARIZATION

- 44.1** The Company recognizes the value of training and vocational development and agrees to provide employees in the bargaining unit with opportunities to participate in programs that will enhance the employee's skills. The Company shall post notification of such opportunities on all Company bulletin boards.
- 44.2** The Company may grant leave without pay and may pay all or a portion of registration and tuition fees, or course materials, of an extension course or seminar which has been approved by the Company and which relates to the type of work done by the employee. The Company agrees that it shall give fair and equitable consideration to all applications under this Article. All such applications shall be directed to the office of the Director of Human Resources or his/her designate.
- 44.3** Any employee who takes any instructional course as set forth in Article 44.2 above provided for by the Company and who subsequently terminates

his/her employment with the Company within **two (2)** years after the completion of such instruction, shall be obliged to repay the Company any unamortized portion of its costs. The Company shall amortize such costs monthly over a period of **twenty-four (24)** months. ~~Costs~~ repayable under this Article shall be limited to costs incurred by the Company ~~for~~ transportation, accommodation, meals, registration and tuition.

44.4 When an employee is requested by the Company to obtain vocational instruction as a ~~job~~ requirement, the Company shall pay ~~for~~ all registration and tuition fees and course materials involved in such instructional courses. While such employees are attending such instructional courses at the Company's request, the employees shall be paid at ~~their~~ regular salary rate and all overtime and premium provisions contained in Articles **26, 27, 28, 29, and 30** shall be waived. In the event such instructional courses are held at a location more than **forty (40)** kilometers ~~from~~ the City limits, the Company shall pay all reasonable expenses of the employee, including transportation, accommodation, meals and gratuities.

44.5 Any leave requested or granted pursuant to this Article shall be subject to the operational requirements of the Company.

- 44.6** The Company shall provide an employee on the occasion of his/her first employment with a minimum of one (1) week of supervised job function familiarization. During such period of familiarization, the normal complement of employees, that is to say, staff sufficient to meet normal workloads, shall be maintained, unless a reasonable reduction in the workload is affected.
- 44.7** An employee who is designated to supervise a trainee, or familiarization of another employee, shall be given time during his/her regular tour of duty to perform such training, or shall be paid at the appropriate overtime rate if the training takes place outside of the basic tour of duty.
- 44.8** The Parties agree that the determination as to which employees shall be granted training or shall be requested to take training shall be at the Company's discretion and shall not be subject to the grievance procedure contained in this Agreement.
- 44.9** When new technology related to any of the job classifications covered by this Agreement is introduced, the Company shall provide for employee's training and/or familiarization as deemed appropriate with respect to such new technology when employees are required to work with such technology.

ARTICLE 45**SAFETY**

- 45.1** If an employee considers himself/herself to be in imminent danger or threat of injury, he/she may refuse to commence or complete a job, pending the elimination of the hazardous situation. It shall be the employee's responsibility to immediately notify his/her Supervisor or the Manager in charge of the work if such circumstances arise. In the event that the appropriate Supervisor or Manager is not available, it shall be the employee's responsibility to summon help, provided such help will eliminate or alleviate the hazardous situation.
- 45.2** Refusal of work under provisions of this Article applies only to that part of the job considered hazardous.
- 45.3** The Company shall make every effort to take immediate remedial action on safety procedures brought to its attention. Matters of concern with regard to health and safety of employees shall be referred to the Joint Consultative Committee for discussion.
- 45.4** Subject to prior Company approval, those employees who pass and maintain the St. John's First Aid Certificate or its equivalent shall be compensated

for the cost of the instruction plus one-hundred dollars (\$ 100.00) per year. For the purposes of this Article the year shall be computed from the date of successful completion of the course.

ARTICLE 46

WORK ENVIRONMENT

- 46.1** The Company shall give proper attention to the conditions of space, air, heating, air conditioning, light, noise levels and cleanliness as they affect employees.
- 46.2** The Company shall provide and continue to maintain adequate working space for each employee in any area of the Company's buildings that are renovated, or in any addition to such buildings, or in any new building(s), or in any leased space, in which employees are required to work. "Adequate working space" shall mean no less than **9.3** square metres per employee normally occupying office areas where typing and/or general desk work is done and no less than **4.6** square metres per employee normally occupying workshops, control rooms and production areas. The provisions of this Article shall apply only to working space developed subsequent to the date of signing of this Agreement. The Parties may, by mutual agreement, waive the application of the above standards.

- 46.3** The Company shall ensure that safe illumination and noise standards are maintained as set out in the Canada Labour Code as they affect employees.
- 46.4** During the life of this Agreement, the Parties agree to meet to discuss such issues as may arise with respect to the conditions outlined in Article 46.1 above, with a view toward identifying areas that require improvement and recommending improvements to the Company. Such discussions shall take place at the Joint Consultative Committee.

ARTICLE 47

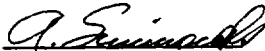
BULLETIN BOARDS

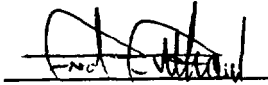
- 47.1** The Company agrees to the posting by the Union, on Company bulletin boards of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union, provided that such announcement is first submitted to the Company for authorization and authorized and such announcement shall not be altered by either Party thereafter. Company authorization shall not be unreasonably withheld.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their authorized representatives on this ^{29th} day of *May* A.D., 19*76*.

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APPENDIX A

LETTER OF UNDERSTANDING

RE: UNION PENSION SERVICES

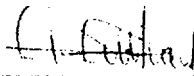
Should the Union decide to implement a Pension Plan for bargaining unit members during the term of the Collective Agreement, the following shall apply:

- 1. The Company agrees that it shall provide such payroll deduction services as may be required to facilitate the operation of an Union Pension Plan.
- 2. Any employee contribution deductions for such Union Pension Plan shall be subject to written authorization from the employee involved.

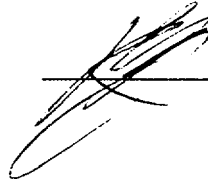
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DATE: _____



APPENDIX B**LETTER OF UNDERSTANDING**

RE: CAFETERIA SERVICE

The Company agrees to continue to provide a hot meal cafeteria service for employees, subject to the following:

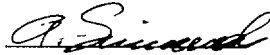
1. The Company shall provide all facilities necessary to operate a hot meal service in the existing coffee room and as generally outlined in the Russell Food Equipment Limited submission dated October 19, 1984.
2. The Company shall maintain an agreement with the Canadian National Institute for the Blind to provide the service staff necessary to operate the cafeteria.
3. The Company shall pay the entire cost of renovation and/or upgrading of the existing coffee room to accommodate the cafeteria.
4. The Parties agree that two-thousand dollars (\$2,000.00) per year for eleven years, effective January 1, 1987 (total \$ 22,000.00), in Unemployment Insurance Commission rebate funds shall be paid to the Company to assist in the recovery of capital costs incurred under paragraph 3 above. Effective January 1, 1987, the total amount shall be recovered

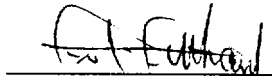
- in one-hundred-thirty-two (132) equal monthly instalments of one-hundred-sixty-six dollars and sixty-six cents (\$ 168.66).
5. In the event that the Unemployment Insurance Commission rebate is cancelled or falls short of the amount specified in paragraph 4 above, the terms of this Agreement shall be subject to negotiation by the Parties.
 6. **The** hours of meal service shall be extended from 8:00 a.m. to 8:00 p.m., Monday through Friday (subject to paragraph 7 below).
 7. **The** Parties agree that if the usage of the **service** by employees **is** not sufficient to maintain **the services** of the Canadian National Institute for the Blind, then **the** cafeteria **service** shall be discontinued or the hours of service may be reduced. **The** usage will be reviewed every **six** months.
 8. The Company shall receive all profits over and above the amounts retained by the Canadian National Institute for *the* **Blind**.
 9. Should the Company be subject **to** unanticipated legal, food or health restrictions, then **the** Parties agree to renegotiate this agreement to resolve such problems.

APPENDIX B

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APPENDIX C

LETTER OF UNDERSTANDING

RE: NEWS ANCHOR CLASSIFICATION

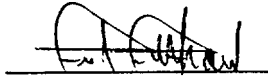
With respect to the Classification of News Anchor as set out in Article 23 of the Collective Agreement, the following employees shall be classified as News Anchor, Salary Group 17:

- 1. Any employee regularly assigned on a Monday to Friday basis in the position of TV News Anchor during the early evening major television news program.
- 2. Fred Kazakoff

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APPENDIX D

LETTER OF UNDERSTANDING

RE: TRAVEL CONDITIONS

1. The Company agrees to maintain its current practice regarding reimbursement for all reasonable expenses on out-of-town work assignments. An employee will receive either reimbursement for reasonable meal expenses, or, meals at the expense of the Company, or a daily meal allowance. Where a daily meal allowance is provided, the amount shall be as follows:

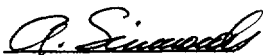
Breakfast	\$ 9.00
Lunch	\$12.00
Dinner	\$22.00

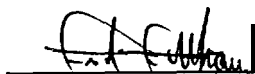
2. Employees who are assigned to out-of-town locations where overnight accommodation is required shall be provided with reasonable, single room accommodation with a shower and/or bath.

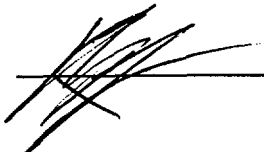
APPENDIX D

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APPENDIX E**LETTER OF UNDERSTANDING**

RE: SCHEDULING - MASTER CONTROL ALL NIGHT SHIFT

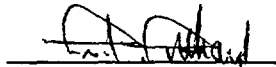
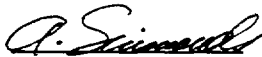
With respect to the scheduling of Master Control Operators on the 12:00 midnight to 8:30 am shift, the following shall apply:

- (a) Employees so scheduled shall not be assigned a meal period as set out in Articles 32.1 or 32.4 of the Collective Agreement. In addition, the Meal Displacement Premium contained in Article 32.2 shall not apply.
- (b) In return, such employees shall normally be released from work at 7:00 a.m. and shall be considered to have completed a full basic tour of duty.
- (c) In the event that such employees are required to work more than seven hours in a basic tour, items (a) and (b) above shall no longer apply to such basic tour and the full provisions of Article 32 shall be in effect.
- (d) Either Party may cancel this arrangement upon providing two weeks notice to the other Party.

APPENDIX E

COMMUNICATIONS
ENERGY AND
PAPERWORKERS
UNION OF CANADA

CFRN-TV
A DIVISION OF
ELECTROHOME
LIMITED



Date: _____

APPENDIX F

LETTER OF INTENT

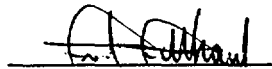
RE: JURISDICTION

With respect to the provision of Article 4.2, 4.3 and 4.4 of the Collective Agreement, it is agreed that such provisions are not intended to permit the use of non-bargaining unit personnel in the event a job classification covered by the Agreement becomes redundant. Subsequent to a job classification becoming redundant, the Company agrees that bargaining unit personnel will be assigned to any work that should arise in such classification.

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DATE: _____

APPENDIX G
LETTER OF UNDERSTANDING

Re: TRAINING AND DEVELOPMENT

The Parties to the Collective Agreement recognize the need to encourage employees to upgrade and enhance their basic skills in order to meet the challenges presented by changes in the broadcasting industry and the potential for their jobs to become redundant.

Having regard for the foregoing, the Company agrees it shall make a reasonable effort to assign full time employees to fill part-time/temporary vacancies (that need to be filled) as such occasions arise, subject to the following:

1. Where it is known at least five (5) days in advance that a temporary vacancy will be filled, the Company shall notify all interested employees as far in advance as is reasonably possible of such vacancy. It is further agreed that the Company **shall** attempt, where possible, to transfer interested employees to temporary positions of which the Company has less than five (5) days advance notice.
2. To be eligible for transfer to a temporary position, an employee must:

- (a) notify the Company in advance, in **writing**, of his/her desire to work in another **job** or **jobs** on a temporary basis;
 - (b) meet the educational requirements for the **job** in question:
 - (c) in the opinion ~~of~~ the Company, ~~be~~ capable of performing the work in question after being given reasonable assistance.
3. Where an employee has been ~~deemed to be~~ incapable ~~of~~ performing the temporary **job** in question and in the opinion ~~of~~ the Company, there is a reasonable expectation ~~that he/she~~ will become capable with appropriate training, the Company shall make a reasonable effort to provide such training to assist the employee in meeting the job requirements when future temporary opportunities arise. Such training may be provided during the employee's non-working hours or during idle periods of a working **shift**.
 4. Where more than one employee requests a transfer to the **Same** temporary position, the Company **shall** transfer the most senior applicant, provided such applicant meets all other criteria contained herein.

It is agreed that the Parties will encourage employees to initiate additional **Job** training during non-working hours, to enrol in off the **job** training programs that may **be**

available and to discuss their career goals with their Department managers. The Company agrees to provide reasonable financial assistance to employees who obtain prior approval, for the cost of course fees and/or materials.

The Union agrees to consider, on an individual basis, the provision of waivers regarding hours of work and scheduling provisions of the Collective Agreement, where such waivers will encourage on the job or own time training at no additional cost to the Company and further provided that the individual affected is in agreement.

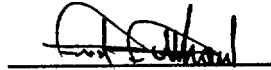
It is agreed that the Parties' representatives shall meet as required during the term of the Collective Agreement to assess the implementation of the provisions of this Letter, to review changing industry conditions and to discuss the impact those changing conditions may have on the Company and its employees. Either party may terminate this letter of understanding upon provision of one month's notice to the other party.

APPENDIX G

COMMUNICATIONS
ENERGY AND
PAPERWORKERS
UNION OF CANADA

CFRN-TV
A DIVISION OF
ELECTROHOME
LIMITED







Date: _____

APPENDIX H

LETTER OF UNDERSTANDING

RE: BARGAINING UNIT WORK

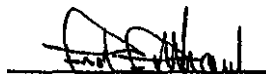
The Company agrees that where bargaining unit work or functions as set out in Article 4.1 are transferred or expanded to another location, such work or functions shall continue to fall under the provisions of this Agreement.

The Company agrees that the application of Article 4.2(f) shall be exercised in a manner consistent with the Company's past practice with respect to utilization of non-bargaining unit/freelance personnel and outside producers and contractors.

This letter of understanding shall expire and have no force and effect after March 30, 1997.



Communications, Energy and
Paperworkers Union



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143