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## **COLLECTIVE AGREEMENT**

between

**CHEK-TV,**  
a Division of WIC TELEVISION LTD.

and

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

**March 1, 1996**

to

**February 28, 2001**

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**PARTIES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1998.

**BETWEEN: CHEK-TV, A DIVISION OF WIC TELEVISION LTD.,**

hereinafter referred to as **"The Company"**

Party of the First Part

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

hereinafter referred to as **"The Union"**

Party of the Second Part

\*\*\*\*\*

**ARTICLE 1**

**Intent**

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost

co-operation and friendly spirit between the Company and its employees to set forth conditions 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.

- 1.2** To this end, the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to Employees, and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees the concept that each Employee shall give a fair return of his services.

## **ARTICLE 2**

### **Definition of Bargaining Unit**

- 2.1** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of June 3rd, 1965 certifying CEP and any amendments thereto as mutually agreed by the parties, or as ordered by the Canada Labour Relations Board or in any

of the positions listed in the wage schedule in this contract.

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

### **ARTICLE 3**

#### **Employee**

- 3.1** The term "employee" as used in the Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.
- 3.1.1** Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.



**ARTICLE 4****Employee Categories**

**4.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided. These full-time employees shall be probationary employees for a period of six months from the date of their employment with the Company. During the probation period the Company at its discretion may release the employee at any time, and such release may be subject to the grievance procedure up to but not including arbitration.

**4.2** A part-time employee is defined as one hired on a regular basis to work less than thirty-five (35) hours per week. Such employee shall be paid on an hourly basis at a rate equal to 1/80 or 1/75, whichever is applicable, of their bi-weekly salary. A part-time employee may work a standard work week when relieving a full-time employee.

Regular part-time employees shall be defined as those employees who work a minimum of 16 hours per week averaged over the previous twelve weeks.

**4.2.1** Part-time employees shall be paid on the salary scale of the group to which they are assigned and progression shall occur at 1040 or 2080 (which ever is applicable) hours worked for those employees working 40 hours per week or 975 or 1950 hours worked for those employees working a 37.5 hour work week. This calculation shall include all hours worked including paid sick leave.

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

a) Article 16 - Company Seniority; shall apply, however, seniority shall be calculated and accumulate according to all hours of work including all hours on paid leave but excluding all hours worked prior to establishing part-time status. For example, 173 hours equal one (1) month of seniority.

b) Article 21 - Lay-Off; Lay-off shall apply to regular Part-time employees, however, in the event of a lay-off, affected employees shall receive four (4) weeks' notice, or four (4) weeks' salary in lieu of notice. It is further agreed that Part-time employees shall be entitled to severance pay on a pro-rated basis.

c) Article 22 - Re-Engagement; shall apply to regular Part-time employees, however, recall rights as set out in Art. 22.3 shall not exceed six (6) months. In the event a regular part-time employee on lay-off works 16 or more hours per week (excluding sick leave) averaged over the previous 12 week period their re-call rights shall be re-established for another six (6) months.

d) Article 27 - Technological Change shall apply to a regular Part-time employee, however, the notice referred to under Article 27.2.1 shall be 12 weeks or 12 weeks' pay in lieu of notice.

e) Article 33 - Tour of Duty; shall not apply, however, the minimum scheduled tour of duty shall be four (4) hours. All hours worked in excess of the scheduled hours shall be paid at one and one-half (1½) the basic rate for all hours worked. There shall be no assignment of split shifts except by mutual agreement between the employee, Union, and the Company. Any extension of the posted tour of duty may be refused with the exception of the most junior part-time employee on location at the time of the shift extension.

f) Article 37 - Days Off; Part-time employees working 24 scheduled hours or more per week shall have two (2) consecutive scheduled days off

per week, designated by the Company. Days off may be changed without penalty by mutual agreement between the Company and the employee with subsequent notice to the union.

g) Article 49 – Legal Holiday; shall not apply, however, part-time employees required to work on a statutory holiday shall be paid one and one half (1½) times their regular rate for all hours worked with a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition, the employee will receive five percent (5%) of regular earnings over the previous thirty (30) calendar days.

h) Article 51 - Sick Leave; shall apply, however, part-time employees shall be entitled to accumulate one and one-half (1½) days of paid sick leave for every one hundred and seventy-three (173) hours worked, which shall include all hours worked.

i) Article 52 - Regular part-time employees who work a scheduled shift of 24 or more hours per week shall be entitled, upon completion of a 3 month period, to the Health and Welfare benefits as contained in this agreement, excluding Long Term Disability and Pension Plan. It is understood that the Company's portion of the

employee benefit premiums will be paid on a pro-rata basis.

Those part-time employees who do not qualify for Health and Welfare benefits shall be paid fifty cents (\$.50) per hour in lieu.

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

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

**4.2.5** A part-time employee may refuse additional work outside their regularly scheduled work assignment. However, part-time employees must submit in writing shifts that they are not available to work and shall update that information when any change occurs.

**4.2.6** Part-time employees shall be offered, on a seniority basis, all part-time (including sick relief) and/or temporary work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding

night differential) then the Company may offer the work to the next senior qualified part-time employee. If a qualified part-time employee is unavailable then the company may offer the work to a temporary employee. This Article shall exclude hours offered to an employee at the time of lay-off and rejected.

- 4.3** A "Temporary employee" is defined as one hired on a sporadic, occasional basis or for a particular show or occasion. It is further understood and agreed that the purpose in utilising temporary employees is not to lay-off regular or full-time employees nor exclude the hiring of regular or full-time employees where a regular job exists.

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

- (a) Article 31 - Temporary employees shall be paid at a minimum hourly rate appropriate to the scale and step to which they are assigned in accordance with previous industry experience.
- (b) Article 33 - Tour of Duty - the following shall apply: basic hourly rate shall be paid at a minimum tour of four (4) hours.

- (c) Article 35 - Posting of Schedules - Temporary employees shall have their schedules posted (written in) as soon as reasonably possible after they are hired by the Company.
- (d) Article 37 - Days Off; Temporary employees working 37.5 hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company, however they are exempt from the minimum weekend off provisions.
- (e) Article 38 - Work on Days Off- shall apply subject to the application of Article 37.
- (f) Article 41 - Overtime
- (g) Article 49 - Legal Holiday; shall not apply, however temporary employees required to work on a statutory holiday shall be paid one and one half (1½) times their regular rate for all hours worked with a minimum credit of four (4) hours and two (2) times their basic rate for all hours worked over eight (8). In addition, temporary employees shall receive statutory holiday pay calculated at 5% of gross earnings over the previous 30 days.

**4.3.1** Temporary employees will not be used to displace bargaining unit employees, *or* to avoid the recall from layoff of a bargaining unit employee or to avoid hiring regular or full-time employees.

**4.4** The Company agrees to consult with the Union prior to any further permanent combination of job functions which will result in the elimination or displacement of regular employees or the hiring of said regular employees.

**4.5** Part-time and temporary employees hired to perform bargaining unit functions will pay Union dues pursuant to Article 7 of this agreement.

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

When the number of hours worked by any part-time employee in one or more part-time job functions averages forty (40) hours or more on a regular basis, (max. six consecutive weeks) the company shall post a full-time position provided



that the full-time position can eliminate the need for the part-time position(s).

When an aggregate number of hours worked (excluding maternity and paternity leave) in any combination of job functions exceeds 910 hours (excluding overtime) in any 180 consecutive day window, the Company shall post a full-time position that reflects the combined job function provided that the full-time position can eliminate the need for the part-time position(s).

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

## **ARTICLE 5**

### **Management Rights**

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

**5.2** Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to decide the number and location of plants; and the amount and type of machinery and technical equipment required; the amount and type of supervision necessary; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.

**5.3** It is further recognized that the responsibility of the management of the Company for the selection, direction, and determination of the size of work forces, including the right to hire, suspend or discharge for proper cause, or transfer, or promote or relieve employees from duty because of lack of work, is vested exclusively in the Company.

**5.4** The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

## ARTICLE 6

### No Strike Breaking

- 6.1** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter (excluding rebroadcasting transmitter only), studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress. Nor will it originate a program or programs not normally fed to such facility, nor will the Company require any employee to perform the duty of other staff members engaged in a lawful strike.

## ARTICLE 7

### Union Dues

- 7.1** All employees of the Company, in the bargaining unit, who were members of the Union as of March 1st, 1976, and any employee who was employed prior to March 1st, 1976 who subsequently joins the Union, and all new employees who join the Union, shall remain members of the Union, in good standing, as a condition of employment.

**7.1.1** The Canada Labour Code, Part I, Section 95 (e) provides that: "No trade union or person acting on behalf of a trade union shall require an employer to terminate the employment of an employee because he has been expelled or suspended from membership in the trade union for a reason other than failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union".

**7.1.2** The Company will discharge any employee covered by the provisions of Article 7.1 within two (2) weeks after receiving written notice from the Union that the membership of such employee has been revoked or cancelled in accordance with the Union's Constitution and By-Laws and provided further that there is compliance with Article 7.1.1.

**7.2** During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee who is presently paying dues, and all new employees in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds per cent (1.666%) of gross monthly

earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

**7.3** The Company agrees to remit the monies so deducted to the Union or its nominee monthly by cheque payable at par in Canadian funds. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted and shall include with such remittance a statement on computer disk in ASCII format, showing the following:

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

**7.3.1** A copy of this dues check-off list is to be forwarded to the local Union Secretary at the time it is sent to the National Union office.

**ARTICLE 8****Non-Discrimination**

- 8.1** The Company will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.
- 8.2** The Union agrees that it will not discriminate against, coerce or restrain any employee covered by this Agreement or attempt to do any of the foregoing because of his membership or non-membership, his activity or lack of activity in any labour organization.
- 8.3** No employee covered by this Agreement shall be required as a condition of employment to become a member of the Union.

## **ARTICLE 9**

### **Notification**

- 9.1** The Company shall immediately [not later than five (5) days excluding Saturdays, Sundays and Legal Holidays] mail to the CEP Western Region office in Vancouver and to the CEP Local President, one **(1)** copy of each of the following:
- 9.1.1** Notice of hiring, promotion, transfer, resignation, dismissal, suspension or any written disciplinary action affecting any employee within the bargaining unit.
- 9.1.2** Any written notice pertaining to the application or agreed interpretation of this Agreement.
- 9.2** Any notification to an employee required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee directly.
- 9.3** The Company shall, when notifying a person of his acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be sent to the Union in accordance with Article 9.1 of this Agreement.

- 9.4** The Company shall provide the Local Union with a report containing the name, job classification and hours worked by each part-time and temporary employee on a weekly basis. This report will be forwarded to the Local Union within ten (10) calendar days of each week.

## **ARTICLE 10**

### **Leave for Union Activities**

- 10.1** Upon request by the Union, the Company will release without loss of pay or other benefits, up to three (3) employees named by the Union to attend grievance meetings and three (3) employees for negotiation meetings. Not more than one (1) employee from each job function shall be released to attend negotiation meetings.
- 10.2** Leave without pay will be granted to any employee duly authorized to represent employees in order to:
- 10.2.1** Attend Executive Council meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance, and such leave shall not be in excess of seven (7) days, plus travelling time if necessary.



**10.2.2** Accept a full-time elective position with the Union for a period not exceeding four **(4)** years, or a full-time appointive position with the Union for a period not exceeding one **(1)** year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the President of the Union.

**10.2.3** Attendance at Labour Educational Seminars will be approved at the Company's discretion and approval will not be unreasonably withheld.

**10.2.4** It is agreed that not more than two **(2)** employees shall be released at any one **(1)** time, with a limit of one **(1)** in each of the above clauses **(10.2.1, 10.2.2 and 10.2.3)** at any one **(1)** time.

**10.3** Leave provided for in Article 10.2.2 shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 10.2.1, shall not constitute a break in the continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

## ARTICLE 11

### Union Access to Premises

**11.1** Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or a card of identification for the representative entitling him to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

## ARTICLE 12

### Union Activities

**12.1** The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Company without Company permission.

## **ARTICLE 13**

### **Outside Employment**

**13.1** No employee shall accept outside employment where such employment is in direct competition with the Company, or adversely affects his work with the Company.

## **ARTICLE 14**

### **No Strike Clause**

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

## ARTICLE 15

### Union Use of Bulletin Boards

**15.1** The Company agrees to the posting by the Union on scheduling boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by management and approved by the Union.

**15.1.1** The Company agrees to provide a Notice Board exclusively for the posting of Union notices.

**15.2** The Company agrees to provide space in which the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievance forms, etc.

## ARTICLE 16

### Company Seniority

**16.1** Unless otherwise provided, all seniority shall be based on Company seniority, which shall be deemed to have commenced on the date of hiring by the Company into the bargaining unit. Continuous service within the bargaining unit shall be necessary in all cases to which seniority

applies, except where the Collective Agreement provides otherwise.

- 16.2** Company seniority shall relate only to the order of lay-offs, promotions, severance pay and the choice of vacation periods, as provided for in the applicable article.

## **ARTICLE 17**

### **Interruption of Service**

- 17.1** In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or is temporarily transferred to a position within the Company (not to exceed one year) not covered by this Agreement the following shall apply:
- 17.1.1** Continuity of service for the purpose of Company seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, or
- 17.1.2** If he returns to the status of an employee after one (1) year has elapsed, his Company seniority upon returning shall be that which he had on the effective date of such layoff, transfer or leave of absence

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

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

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

## **ARTICLE 18**

### **Promotions, Hirings and Transfers**

**18.1** The employee with the most Company seniority shall, if he meets the qualifications for the position as set by the Company, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher rated job function. The employee will be given reasonable assistance and time to train for the higher rated job function. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted.

**18.1.1** Upon request, employees not promoted or transferred will be informed of the reasons for not being given the job or for not being transferred.

**18.2** An employee promoted to fill a vacancy in a higher rated job function or laterally transferred to another job function shall be on a trial period in such job function for a period of up to sixty (60) days. The Company may, at any time during this trial period, return the employee to his former job function with no **loss** of seniority. At the conclusion of a successful trial period, the employee will **be** advised in writing that his **new** position has been made permanent.

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

**18.3.1** No employee shall be transferred or assigned, except on a temporary, per occasion basis, to another classification within the bargaining unit, except by mutual consent.

**18.3.2** No employee shall be permanently transferred to a location, outside the Greater Victoria area, except by mutual agreement, unless all existing employees within a job classification refuse such a transfer. In that case, the Company may, at its discretion, transfer the least senior employee(s) within that job classification.

**18.4** Employees required to perform in a job function different from their regular function will not be penalized for errors committed during such performances, without considering the adequacy of training.

**18.5** When an employee is promoted into a higher rated job function he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his former group plus the amount necessary to place him on step in the new group, and he shall automatically progress upward on his annual or semi-annual anniversary date of employment, i.e. the date of anniversary increases shall not be affected by any change in job function.

**18.5.1** An employee who is "over-scale" or at the top-of-scale with regard to wages, and who is subsequently promoted shall in lieu of the increment outlined in Article 18.5, receive an amount equal to the average increase in his former group (i.e. the total difference between the start and top rates divided by the number of steps = average), plus any amount necessary to place the employee on a step in the new scale.

**18.6** Any full-time and part-time positions within the bargaining unit shall be posted for a minimum



of five **(5)** days prior to hiring outside of non-bargaining unit personnel to fill such vacancies. If ensuing vacancies are caused by such promotions or transfers within the bargaining unit, they need not be posted for this five (5) day period if mutual agreement is reached between the Company and the Union. Such agreement will not be unreasonably withheld.

## ARTICLE 19

### Upgrading

**19.1** In the event that **an** employee is temporarily assigned to perform **work** which involves a meaningful function of a higher classification than that to which he is permanently assigned, he shall be paid two dollars (\$2.00) per hour with a minimum credit of four **(4)** hours. In the event that an employee is upgraded beyond an eight (8) hour tour of duty he shall be paid eight dollars (\$8.00) for every subsequent four **(4)** hours or part thereof. This clause shall not be used for the purpose of reducing the number of employees in the job function to which such employee is being upgraded. When an employee **is** upgraded through more than one wage classification (e.g. Group II to Group IV), the rate mentioned above will be doubled. At the time of such assignment

an employee shall be verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.

**19.1.1** The provisions of Article 19.1 shall not apply when an employee is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days and where a qualified staff member is assigned to assist in such training. Further, 19.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods or when a reporter performs news assignment editor duties on a weekend, statutory holidays or evenings, except where a news assignment editor would normally be required, e.g. Election coverage, Royal or Papal visits.

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

**19.3** Where upgrading involves a job combination(s) the duration of upgrading may be

extended to a period of six (6) months. If the combination job function averages 16 or more hours per week and continues beyond six (6) months the employee shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 18.5.

- 19.4** Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 19 when assigned to train other employees. The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization.

## **ARTICLE 20**

### **Dismissals**

- 20.1** Dismissal of an employee shall be for just and sufficient cause and it is agreed that dismissal may be subject to the grievance procedure. With the exception of probationary employees, any employee dismissed for just and sufficient cause (except for gross misconduct) shall be entitled to two (2) weeks notice or in lieu of such notice, shall be given two (2) weeks pay plus accrued vacation

pay and any severance pay earned under Article 54.

**20.1.1** Gross misconduct shall be defined as any stand alone incident that would lead to immediate dismissal, which is not overturned by the grievance procedure or by an arbitrator.

**20.2** An employee, when resigning, will give the Company two (2) weeks notice in writing and where possible, three (3) weeks notice.

## **ARTICLE 21**

### **Lay-Offs**

**21.1** The Company will consult with the Local Union executive with respect to any planned lay-off prior to any discussions with those employees that may be affected. At this meeting the Company shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for lay-off. It is understood that this consultation will be deemed strictly confidential and **as** such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual **employee(s)**. Notice of such meeting shall be a minimum of **forty-eight (48)** hours. When lay-offs are to be

made, such lay-offs shall proceed in inverse order of Company seniority within those job functions and/or categories affected where the work has been reduced or eliminated; said job functions are listed in Article 30.

**21.1.1** Notwithstanding the foregoing, a more senior employee in a job classification may offer to **be** laid off in the place of a more junior employee. If the offer is accepted by the company the more senior employee will waive his bumping rights and will receive the severance provided for in Article 21.3.1.

**21.2** Any employee about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply his Company seniority and revert to such other function. Such qualifications shall be set in a bona fide manner. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority. Employees must declare their intent to bump within two weeks of receiving layoff notice. An employee bumped under either Article 21 or 27 shall receive the notice appropriate to the applicable Article, plus the remainder of the notice period of the employee that bumped.

Notwithstanding employees may not exercise bumping rights to anchor classifications.

- 21.2.1** Employees who bump into a lower job group shall be paid at a rate within the new group closest to their rate of pay prior to the bump.
- 21.2.2** Employees who bump into a higher job group shall be paid at a rate within the new group closest to, but not less than,, their rate of pay prior to the bump.
- 21.2.3** Employees who bump into a different classification shall retain recall rights, for up to one year, as per Article 22, to their former classification.
- 21.2.4** Employees laid *off* under Article 27 must declare their intent to bump within 2 weeks. However, should a bumping opportunity, or job posting arise during the notice period that was not available at the time of declaration, the employee shall retain their right to bump or apply.
- 21.3** In the event of lay-offs, employees affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

**21.3.1** In the event of lay-offs, under either Articles 21 or 27, employees affected will receive two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. Up to two (2) weeks of the total may be actual notice with the balance paid in a single lump sum.

**21.4** While an employee is laid off, the Company will continue the total group health and welfare payments (excluding LTD) for the period of lay-off up to a maximum of one year or until the employee is eligible for benefits at the new place of employment.

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

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

**21.7** Employees who revert to a lower salary group at their own request, shall be placed in the lower group at the closest equivalent salary to their previous higher group.

It is agreed that employees who are currently "red-circled" shall be grandfathered with respect to the above.

- 21.8** An employee on layoff who has worked on a part-time basis shall retain part-time status upon the expiration of recall rights. Seniority shall be calculated from the date of employment by the company.

## **ARTICLE 22**

### **Re-Engagement and Re-Call**

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

Employees who are recalled or re-engaged under this provision to a job function other than previous function shall be paid at a level within the new group that is closest to their previous rate of pay.

- 22.2** Employees who fail to return to work on a full-time basis, to their previous position, when



notified by the Company, will lose their re-engagement rights.

**22.3** Where any other part-time or temporary bargaining unit work becomes available for which a laid-off employee is qualified, the Company agrees to re-call, in order of company seniority. However **re-call** shall exclude all hours offered to the employee at **the** time of lay-off and rejected. The qualifications shall be set in a reasonable manner.

For the purpose of this Article "re-call" means to be called to work for any part-time or temporary work available.

Full-time employees laid off under Articles 21 or 27 shall be entitled to re-engagement or recall rights for one (1) year from the date of lay-off.

**22.3.1** When an employee on lay-off has worked more than **910** regular (non overtime) hours over any **180** consecutive day window, the employee shall be considered to have reverted to full-time status.

The Company will not manipulate or re-schedule productions, projects and shifts in order to avoid the re-establishment of recall rights as described above.

In the event an employee on lay-off works 240 or more regular hours within a ten (10) consecutive week window, their recall rights shall be re-established for another twelve (12) months.

For the purposes of this Article "regular hours" shall exclude overtime. However, hours worked on a **day-off** (Article 38) to a maximum of eight shall be included.

**22.3.2** Where an employee has been re-engaged pursuant to this Article and has been paid severance in accordance with Article 21, the employee's seniority for the purposes of severance shall be considered that of a new employee.

**22.4** The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. The employee must notify the Company of his intention within seven (7) days of receipt of said letter.

## **ARTICLE 23**

### **Performance Reports**

**23.1** An employee shall be notified in writing, of any written expression of dissatisfaction

concerning his work within ten (10) working days of cause for dissatisfaction becoming known to his Supervisor. He shall be furnished with a copy of any complaint or accusation which may be detrimental to his advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of his record for use against him at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an employee's record.

**23.2** The employee's written reply to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 23.1 above, shall become part of his records. If such reply is not so received, it will not become part of his record for use by him at any time.

**23.3** An employee shall have access to his personnel performance file in the presence of his supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request

**23.4** Upon request for review by an employee, there shall be an evaluation of the employee's

performance record. Where there exists a complaint or accusation which may be detrimental to the employee's advancement, and where the employee's record shows no related occurrences within the previous twenty-four **(24)** month period, the Company shall remove such complaint from the employee's record or provide the reasons for leaving it in the employee's record in writing within ten (10) **days**.

## ARTICLE 24

### Duties and Responsibilities

**24.1** The Company agrees to continue the present practice of assigning all duties relating to the preparation, staging, audition, rehearsal, recording and/or broadcast of the Company's material to employees defined in Article 2.1 of the Agreement. Employees as defined in Article 2.1 of the Agreement shall install, set-up, modify, assemble, operate and maintain all the Company's television equipment used, owned, rented, leased and obtained by the Company; or any equipment obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical, and optical equipment and otherwise, used for broadcasting TV material, including that used in transmitting,

control and/or conducting audio and video frequencies, and signals for use in broadcast, closed circuit broadcast, rebroadcast, pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, inter-communication equipment for broadcast purposes, and/or on-air playback.

**24.2** The Company agrees that it will not transfer, assign or subcontract any work or functions covered by this Agreement to which **employee(s)** are entitled under the terms of this Agreement to any other **employee(s)** of the Company not covered by this Agreement, or to any other company or its employees.

**24.2.1** Where bargaining unit work currently being performed by bargaining unit employees, as set out in Article 24.1, **is** transferred or relocated to another location of the Company, said work shall continue *to* fall under the provisions of this Collective Agreement.

**24.3** The Company itself shall not, nor shall it permit anyone to use its premises, facilities, or equipment owned, operated or controlled by it in any manner, which affects or changes the work, duties or working conditions of employees in the bargaining unit herein unless employees in the bargaining unit are assigned to the work involved.

In such instance the Company will negotiate with the Union as to the work to be performed, the wage to be paid therefore, and the wage rate of other jobs filled by employees represented by the Union which are made more onerous or difficult thereby. The new rate or rates shall be effective as of the date when the work was first performed. The Union agrees that the operation of the Company shall not be interrupted pending agreement upon the matters under negotiation in accordance with the provisions of this section.

**24.4** The Company may use a specialist to maintain, test, adjust or repair any equipment or device operated or maintained by members of the bargaining unit. A member of the bargaining unit shall be assigned to assist or accompany such specialist in order to familiarize himself with the maintenance, and adjustment, or repair being performed by the specialist, if such duties of the specialist are to be assumed by member(s) of the bargaining unit.

**24.5** The Company agrees not to assign to persons outside the bargaining unit duties performed by members of the bargaining unit, but it is agreed that the following work practices by persons outside the bargaining unit as defined in Article 2.1 are recognized by the Union, and the

Company shall not be required to alter such practices:

- 24.5.1** The Chief Engineer/Chief Studio Technician may continue to perform maintenance functions for training purposes, familiarization and in cases of emergency.
- 24.5.2** The News Director may continue, as in the past, to perform the duties of a News Reporter in the execution of his normal job function.
- 24.5.3** The Production Manager(s) and/or assistant Production Manager(s) may perform the functions of a producer in the execution of his normal job function.
- 24.5.4** The present practice of interchange of personnel between CHAN/CHEK-TV.
- 24.5.5** Staff personnel who may be required to use portable technical equipment [e.g. three-quarter (3/4) inch VTR] in presentations or screenings to clients, advertising agencies and Company Executives,
- 24.5.6** The parties agree that the present style of interdependence (between CHAN and CHEK) in the area of news and public affairs will continue.

The parties further recognize that Article 6.1 would prevent such practice under certain conditions.

**24.5.7** The Union agrees to allow the use of students on practicums to perform bargaining unit functions when such students are assigned to work under the supervision of a bargaining unit member. Students will not be used in such a way as to replace a bargaining unit employee on leave or vacation or to avoid payment of penalties or premiums to regular or fulltime employees.

Payment to students is left to the discretion of the Company.

**24.5.8** The Executive Secretary/Administration Manager may perform the function of a Switchboard Operator/ Receptionist during meal periods and break periods, and for training purposes, familiarization and emergencies.

**24.5.9** The Operations Manager may perform operational functions for training purposes, familiarization and emergency.

**24.6** It is agreed that the provisions of Article 24.5.5 shall not be used for the purpose of eliminating regular or full-time employees or to avoid hiring regular or full-time employees



**24.7** The parties recognize that the intent of Article 24 is to have bargaining unit personnel perform their duties as defined in Article 24. The parties further recognize that the efficient operation of CHEK-TV makes it desirable to have only one (1) bargaining unit person for each single bargaining unit function, eg.-one camera operator per each manned camera, therefore when a waiver of the foregoing Article 24 is deemed necessary the procedure shall be as follows:

- (a) The Company shall, within twenty-four (24) hours of receiving a request from an outside agency, notify the union of the pertinent details concerning any waiver request.
- (b) The Union shall, within twenty-four (24) hours, reply to the waiver request.
- (c) The above time limits shall be exclusive of Saturdays, Sundays, and Legal Holidays.

## ARTICLE 25

### Air Credits and Union Seal

**25.1** Every audio/video tape recording produced

for or by the Company shall have the CEP seal or videograph legibly exhibited on the following:

- (a) Tape Billboard
- (b) End Credits
- (c) All tape containers

**25.2** The Company shall give air credits to employees where, in its opinion such credits are merited by their contribution to the performance in accordance with its current policy.

## ARTICLE 26

### Waivers

**26.1** The Company recognizes that ~~no~~ provisions of this Collective Agreement may be waived by the Local Union Officers or by individual members. The responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its Western Region office at Ste. 540, 1199 West Pender Street, Vancouver, B.C.

**26.2** Where the Company for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, they shall, as early as possible, request a waiver from the Union. Such request will provide all pertinent

information to allow the Union to assess the situation. Within twenty-four **(24)** hours the Union will reply to the request, either granting the waiver or giving in writing the reasons for refusal.

## **ARTICLE 27**

### **Technological Change**

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

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

**27.2** Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would

fall under the jurisdiction of the employees in the bargaining unit, result in the lay-off (as distinguished from layoffs caused by changes in programming) of employees, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations:

**27.2.1** The Company will give the Union and the employees as much advance notice as is practical, but not less than six (6) months notification of such lay-offs or six (6) months pay in lieu of said notice plus all other benefits for the same period.

**27.2.2** The Company shall in writing state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement decide upon.

The Company will provide such employees reasonable time off during their normal work week without **loss** of salary, to be interviewed for positions outside the Company.

## **ARTICLE 28**

### Grievance Procedure

- 28.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 28.2** The parties recognize that the "Canada Labour Code" provides that any employee may present his personal grievance to his employer at any time. Any such grievance shall be subject to consideration and adjustment as provided in the following articles on grievance procedure.
- 28.3** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

- Step 1:** Any complaint by an employee should first be personally tendered to the employee's manager, or a complaint by a manager or supervisor shall first be discussed with an employee, as soon as possible. Deadline for response to the complaint shall be within three working days.
- Step 2:** Following completion of Step 1, if the complainant remains unsatisfied, the grievance shall be reduced to writing and a copy thereof delivered to the President of the Company, or his designee, or the International President of the Union, or his designee, within ten (10) working days of the occurrence leading to the grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.
- Step 3:** The grievance shall be discussed with the President of the Company or his designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within ten

(10) working days of the filing of such grievance. Appropriate records of such meetings shall be kept.

**Step 4:** If the grievance is not settled within ten (10) working days after the meeting described in Step 3, the dispute shall be referred to the President of the Company and the International President or their designees for further discussion and consideration.

**Step 5:** In the event that the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 4, submit the dispute to binding arbitration. The parties shall, within ten (10) working days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of a

stenographic transcript without express consent. The person selected/appointed in accordance with the above, must agree prior to his/her appointment, to render an award within thirty (30) days from the date of the last day of the hearing.

**28.4** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he thinks proper, that any employee who has been suspended, discharged, or otherwise disciplined without just and sufficient cause, shall be reinstated with any other benefit under this Agreement which may have been lost.

**28.5** In dismissals and matters of general concern where time is of the essence, the matter shall be discussed between the representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 28.3.

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



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

## ARTICLE 29

### Rates

**29.1** The following rates are minimum:

	<b>March 1 1998</b>	<b>March 1 1999</b>	<b>March 1 2000</b>
<b><u>Group 1:</u></b>			
Start	1,093	1,115	1,137
6 mos.	1,130	1,153	1,176
1 yr.	1,176	1,200	1,224
2 yrs.	1,227	1,252	1,277
3 yrs.	1,278	1,304	1,330

	<b>March 1 1998</b>	<b>March ■ 1999</b>	<b>March ■ 2000</b>
<b><u>Group 2:</u></b>			
Start	1,159	1,182	1,206
6 mos.	1,210	1,234	1,259
1 yr.	1,258	1,283	1,309
2 yrs.	1,309	1,335	1,362
3 yrs.	1,377	1,405	1,433
4 yrs.	1,444	1,473	1,502
5 yrs.	1,509	1,539	1,570
6 yrs.	1,575	1,607	1,639
7 yrs.	1,676	1,710	1,744

<b><u>Group 3:</u></b>			
Start	1,377	1,405	1,433
6 mos.	1,425	1,454	1,483
1 yr.	1,477	1,507	1,537
2 yrs.	1,526	1,557	1,588
3 yrs.	1,575	1,607	1,639
4 yrs.	1,626	1,659	1,692
5 yrs.	1,693	1,727	1,762
6 yrs.	1,791	1,827	1,864
7 yrs.	1,909	1,947	1,986

	<b>March 1 1998</b>	<b>March 1 1999</b>	<b>March 1 2000</b>
<b><u>Group 4:</u></b>			
Start	1,400	1,428	1,457
6 mos.	1,468	1,497	1,527
1 yr.	1,531	1,562	1,593
2 yrs.	1,626	1,659	1,692
3 yrs.	1,728	1,763	1,798
4 yrs.	1,825	1,862	1,899
5 yrs.	1,942	1,981	2,021
6 yrs.	2,059	2,100	2,142

<b><u>Group 5:</u></b>			
Start	1,771	1,806	1,842
1 yr.	1,854	1,891	1,929
2 yrs.	1,952	1,991	2,031
3 yrs.	2,059	2,100	2,142
4 yrs.	2,173	2,216	2,260
5 yrs.	2,287	2,333	2,380

<b><u>A: Maintenance Technician, Transmitter Technician</u></b>			
Start	1,531	1,562	1,593
1 yr.	1,626	1,659	1,692
2 yrs.	1,728	1,763	1,798
3 yrs.	1,825	1,862	1,899
4 yrs.	1,942	1,981	2,021
5 yrs.	2,059	2,100	2,142
6 yrs.	2,140	2,183	2,227

	<b>March 1 1998</b>	<b>March 1 1999</b>	<b>March 1 2000</b>
<b>B: <u>Senior Maintenance Technician, Senior Transmitter Technician</u></b>			
Start	1,951	1,990	2,030
1 yr.	2,059	2,100	2,142
2 yrs.	2,173	2,216	2,260
<b>3 yrs.</b>	<b>2,287</b>	<b>2,333</b>	<b>2,380</b>
4 yrs.	2,384	2,432	2,481
<b>C: <u>Supervising Technician</u></b>			
	2,614	2,666	2,719

## **ARTICLE 30**

### **Salary Groups**

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

**GROUP 1:** Studio Assistant; Switchboard Operator- Receptionist; Secretary Typist.

**GROUP 2:** ENG/EFP Assistant; Video Operator; Camera Operator; Shipper/Receiver; Assistant Scheduler; Senior Switchboard Operator-Receptionist; Senior

Secretary-Typist; Production Assistant; Lighting Person; Audio Operator; Computer Graphics Operator; Group 1 on a merit basis.

**GROUP 3:** ENG/EFP Camera Operator; Switcher-Crew Chief; ENG/EFP Editor; Senior Camera Operator; Senior Computer Graphics Operator; Scheduler; Traffic Co-ordinator; Senior Production Assistant; Artist; Announcer; Senior Audio Operator; Associate Producer/Director; Lighting Director; On-Air Operator; Writer; Group 2 on a merit basis.

**GROUP 4:** Producer/Director; Senior Switcher Crew Chief; Senior Announcer; Scheduling Supervisor; Senior ENG/EFP Camera Operator; Senior News Editor; Post Production Editor; Reporter; Senior On-Air Operator; Designer/Animator; Director; Anchor 1; Writer/Producer; ENG Editor/Camera; Out of Town (Resident) ENG Camera Operator; Group 3 on a merit basis.

**GROUP 5:** Master Control Room Supervisor; Senior Producer/Director; Assistant News Director; Sports Director; News Assignment Editor; Director of Photography; Video Journalist; Senior Reporter; Anchor 2; On-air Supervisor; Senior Director; Senior Writer/Producer; Group 4 on a merit basis.

**GROUP A:** Maintenance Technician;  
Transmitter Technician

**GROUP B:** Senior Maintenance Technician;  
Senior Transmitter Technician

**GROUP C:** Supervising Technician

## **ARTICLE 31**

### **General Wage Provisions**

**31.1** Employees shall be paid according to the wage schedule in Article 29 at the step of the salary group to which they are assigned with credit of years of service within the salary group and any credit for industry experience, educational qualifications recognized by the Company at the time of hiring.

**31.1.1** The parties also recognize that the Collective Agreement allows the Company to promote an employee, on a merit basis, to the next higher job group. The Union also acknowledges that, should the promotion be deemed inappropriate for any performance related reason, the Company reserves the right to transfer the employee back to his/her original job group which he/she held immediately prior to the promotion with the appropriate wage adjustments. It is agreed that the foregoing shall only apply to those merit increases made after January 1, 1998.

**31.2** Progression up the salary schedule within each salary group on an increment step shall automatically occur on the first (1st) complete pay period of the month nearest the employee's semi-annual or annual anniversary date of employment with the Company. i.e. Employees hired from the first (1st) to the fifteenth (15th) of the month shall receive increases effective the first (1st) day of the month and employees hired from the sixteenth (16th) to the last day of the month shall receive increases effective the first (1st) day of the next month unless otherwise specified.

**31.3** Each employee will complete a timesheet daily as prescribed by the Company, and this timesheet will be kept in a place prescribed by the Company. This timesheet shall be signed by the

employee and submitted to the Company by 8:00 a.m. Monday of the following week and will be retained as a permanent record by the Company in accordance with the Canada Labour Code. The Company will provide photocopies of each corrected timesheet to the employee and these will be attached to the pay cheque for the period in question. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the timesheets. The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or timesheets the employee involved and the Local President of the Union shall have access to the employee's pay records upon reasonable notice to the Company.

**31.3.1** Employees assigned off premises shall submit timesheets as soon as is possible upon returning from such assignment.

**31.4** All overtime must be authorized or approved by a Company Supervisor.

**31.5** When an employee reports late for an assignment he may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee



(e.g. Act of God). For purposes of determining the amount of reduction, the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter (1/4) hour in which the employee reported for duty.

**31.6** Payment for overtime work, premiums and penalties shall be made not later than the end of the month following the month that such overtime, etc. is worked, provided the employee's timesheet is filled out as described in Article 31.3.

**31.7** Full time employees will be paid every second Friday for the two (2) week period ending the following Sunday. Non-full time employees will be paid for the two (2) week period ending on Sunday, on the second following Friday. However, where a pay day falls on a Legal Holiday (Article 49), employees shall be paid the working day before.

**31.7.1** All current full time employees will receive their pay via an electronic transfer of their net pay from the Company's payroll to their bank account. All requirements for typed cheques (e.g. Holiday advances) must be submitted in writing to payroll ten (10) calendar days before payday.

**31.7.2** All part-time and temporary employees will continue to be paid via payroll cheques. Such

cheques will be available by 0900 hours on the pay day.

- 31.8** The parties recognize that certain employees are receiving salaries higher than those specified in Article 29, as a result of individual negotiations prior to this Agreement. It is agreed that no employee shall suffer a **loss** of income as a result of the wage scales herein negotiated.
- 31.9** The terms "basic rate", "regular rate", etc. are understood to mean the basic hourly rate of the employee involved.
- 31.10** For the purpose of calculating an employee's hourly rate of basic pay, his bi-weekly salary shall be divided by 80, or 75 in the case of clerical staff.
- 31.11** Each year the Company will include **with** the T4 slips issued to employees, CEP dues receipts, or total amount of dues deducted at source and forwarded to CEP. All T4 slips will be issued no later than February twentieth (20th) of each year.

**ARTICLE 32****Work Week**

**32.1** The forty (40) hour week shall apply and commence at 12:01 a.m. Monday. The hours of work shall be exclusive of the first (1st) meal period and inclusive of all second (2nd) and subsequent meal periods and break periods, except where otherwise provided in Article 39.

An employee may opt, upon mutual agreement with the Company, to work ten (10) hours a day for four (4) days in a week. The shift pattern will remain in effect for a minimum of six (6) consecutive months, unless the Company and the employee agree otherwise. Any employee working this shift pattern will be entitled to three (3) consecutive days off whenever operationally possible, and one (1) of those three (3) days may fall conterminously (i.e. Sunday and Monday) in a different work week. Any employee working this shift pattern shall only have access to the provisions of Article 39.2 after working ten and one quarter (10 1/4) hours in any one day. All penalties involving overtime as laid out in this agreement would commence with the start of the eleventh (11th) hour worked in any one day.

**32.1.1 Clerical Staff**

The normal work week shall be five (5) days, Monday to Friday inclusive, seven and one-half (7 1/2) hours per day. The hours of work shall be exclusive of the first (1st) meal period and inclusive of all second (2nd) and subsequent meal periods and break periods, except where otherwise provided in Article 39.

**32.2** The parties recognize that many negative factors resulting from shift patterns in broadcasting do exist and that it is advantageous to reduce, as much as possible, the impact such factors have on the employee and his family. The parties therefore agree to meet during the term of this Agreement, to discuss and implement changes to the shift patterns, in an effort to minimize these negative factors. The purpose of such meetings is not to actually reduce the forty (40) hour work week but rather to provide a flexible means of reaching that amount through a different shift pattern other than the standard eight (8) hour - five (5) day week. No ongoing changes in the present shifts will occur unless mutually agreed by both parties.

**ARTICLE 33****Tour of Duty**

**33.1** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during the day, with a minimum credit of eight (8) hours for Technical and Production Staff and seven and one-half (7 1/2) hours for the Clerical Staff, calculated to the last one quarter (1/4) hour in which work was performed. Where a shift extends beyond midnight and the majority of hours scheduled occur before midnight the shift shall be considered to fall wholly within the calendar day in which it starts. However, where the majority of hours scheduled occur after midnight, the shift shall be considered as falling wholly within the day in which it ends. There shall be no assignment of split shifts, except that those employees presently working on a self-assigning basis, shall continue to do so.

**33.2** The parties agree that wherever the question of work week or tour of duty arises throughout this Agreement it is agreed and understood that notwithstanding the particular clause in question, there exists a difference between the "Technical and Production Staff" and the "Clerical Staff" as outlined in Articles 32 and 33.

- 33.2.1** For the purposes of this Article, the following job classifications are classified clerical: Switchboard Operator-Receptionist, Secretary Typist, Senior Switchboard Operator-Receptionist, Senior Secretary Typist, Librarian.

## **ARTICLE 34**

### **Excessive Hours and Safety**

- 34.1** The Employer agrees to give proper attention to the health and safety of its employees.
- 34.2** The Company agrees to adhere to all the provisions of the Workers' Compensation Act of British Columbia and all rules and regulations thereto and any other statute Provincially or Federally dealing with the safety and health of the Company's employees.
- 34.3** Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive hours of work.
- 34.4** When dangerous and hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. No employee shall be disciplined or discharged for

refusal to work on a job or in any work place or to operate any equipment where he has reasonable grounds to believe that it would be unsafe or injurious to his health to do so or where it would be contrary to applicable Federal, Provincial or Municipal regulations or legislation.

Problems involving safety and health are to be discussed between the Safety Committee members prior to calling in inspectors from either the Federal Department of Labour or the Workers' Compensation Board. The Safety Committee shall be comprised of a representative of the Company and of the Union, and in the event of disagreement, a mutually acceptable third-party referee shall be appointed. Where precautionary measures, as agreed by the Safety Committee, have not been taken, an employee's refusal to undertake such work will in no way be held against the employee or prejudice his employment with the Company. The representatives of the Safety Committee will advise employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.

**34.5** An employee may, before performing potentially hazardous duties, request the assistance of another employee. The Company will not deny any reasonable request. On

assignments involving climbing on remote locations or work involving high voltage on remote locations a minimum of two **(2)** employees shall be assigned.

**34.5.1** The Company shall consider the capability of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

**34.6** For all time worked involving climbing of transmitting and/or receiving masts, employees will be paid an additional one-half (1/2) the basic hourly rate of the employee computed separately from the work week.

**34.7** The Employer agrees to supply adequate protective clothing, safety footwear and/or safety devices/equipment for employees on assignment (e.g. remotes, towers) where conditions require their use, and to supply other special attire where required by the employer. It is understood that such protective clothing and/or safety devices/equipment are and remain the property of the employer and shall be returned in good condition on demand.

**34.8** The Company will supply lead aprons for employees using VDT's.



**ARTICLE 35****Posting of Schedules**

**35.1** Each employee's schedule for any week shall be posted in a scheduling office as early as possible, but in no event later than three (3 p.m.) on the Wednesday one (1) week prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time.

**35.1.1** Each employee's schedule shall state clearly daily starting time, finishing time, and days Off.

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

**35.2** After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by three (3 p.m.) of the day prior. If such notice is not given, the employee shall be credited with all hours originally scheduled.

- 35.3** An employee's days off will not be changed once the schedule has been posted, i.e. no change after three o'clock p.m. (3:00 p.m.) on the Wednesday of the week prior, unless mutually agreed.

## **ARTICLE 36**

### **Change of Starting Time**

- 36.1** Notice of change of starting time shall be given as much in advance as possible, but no later than twelve (12:00 p.m.) noon of the day prior to the day of the change. However, those employees working a regular shift pattern, whose start time is later than 12:00 p.m., shall be given notice no later than one-half hour after the start of their shift. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee who is covering the first (1st) day of absence of another employee. The first day of absence of another employee shall be defined to include each day for which the Company did not receive notification of that employee's absence by twelve (12:00) noon of the day prior.

**36.2** Prior to going on leave of absence or vacation of four **(4)** days or more, when a schedule covering the period of the leave is not posted an employee shall be given a written prearranged time to report back. This time, however, may be rescheduled later but not earlier than the prearranged time. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a registered letter of notification has been mailed to the employee's normal mailing address and arrives prior to the **pre-arranged** reporting time.

**36.3** In the event of absence an employee will comply with the written policy concerning notification of absences as prescribed by his/her Department Manager, or make every reasonable effort to notify his/her Department Manager at least one **(1)** hour in advance of the commencement of the employee's shift. It is the Company's responsibility to inform the employee of any change in his/her schedule.

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

**ARTICLE 37****Days Off**

- 37.1** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Article 37.5, there shall be eighty-four (84) hours between the end of the last tour of duty and the beginning of the next tour.
- 37.2** An extra day off or day off in lieu is defined as twenty-four (24) hours plus the turn-around period and shall be scheduled at a mutually agreeable time.
- 37.3** There shall be two (2) consecutive days off in each work week or conterminously (i.e. Sunday and Monday). Further, the Company agrees that under no circumstances will an employee be scheduled to work more than ten (10) consecutive days. The Company shall make every effort to schedule the days off on weekends as frequently as possible and will endeavour to avoid requiring

an employee to work more than two (2) weekends in a row. The Company may average these weekends off over a three (3) month period; however, an employee must receive a minimum of four (4) weekends (i.e. Saturday and Sunday) off during each three (3) calendar months. An employee who does not receive the minimum number of weekends off during a three (3) month period shall receive one (1) times his basic rate of pay for all hours worked and/or credited for each tour of duty on the Saturday and/or Sunday in question. The payment shall be in addition to any other payment received under the terms of this Agreement.

**37.3.1** Notwithstanding the above, Article 37.3 shall not apply to employees hired specifically for a position posted as involving regular weekend work (i.e. successive weekends). Any employee hired to work regular weekends under this Article shall be informed in writing that it is a condition of their employment. The Company agrees to prior consultation with the Union, before the introduction of any additional employees being assigned to work a shift pattern that involves working weekends on a regular basis.

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

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

## **ARTICLE 38**

### **Work on Day Off**

- 38.1** An employee may refuse to work on a scheduled day off. However, if all employees qualified in that job function refuse to work, the Company may assign the work to any employee qualified to perform the work, in the inverse order of the Company seniority and this assignment of work cannot be refused but otherwise, an employee will not be penalized for refusing to work on a scheduled day off. When an employee works in accordance with the above, on a scheduled day off/extra day off, work performed on that day shall be compensated as follows:

- 38.1.1** If work is performed or credited on one (1) day off in a week, time and one half (1 1/2) computed separately from the work week for all hours worked with a minimum credit of four (4) hours. Should the hours worked or credited on a day off exceed the scheduled hours or eight (8) hours, an additional one half (1/2) times the basic

rate over and above the rates contained in Article 38.1.1 and 38.1.2 will be paid on excess hours.

**38.1.2** If work is performed or credited on any days off scheduled conterminously to his first day off, and work was performed or credited on such day off, double (2) time computed separately from the work week for all hours worked on his day(s) off, with a minimum credit of four (4) hours. Any time greater than four (4) hours would automatically go to eight (8) hours of payment. [Clerical Staff - Reference Article 33.2 - minimum credit four (4) hours; anything greater than four (4) hours would go to a minimum credit of seven and one-half (7 1/2) hours.]

In the event that days off scheduled conterminously to the first day off fall in separate work weeks, employees shall be compensated as follows:

<b>DAY</b>	<b>WEEK 1</b>	<b>WEEK 2</b>
1 - Sat.	1-1/2 X	-----
2 - Sun.	2 X	-----
3 - Mon.		2 X

4 - Tues.		2 X
5 - Wed.		2 X

**38.1.3** Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (**12**) will be paid at an additional one (1) times the basic rate over and above the rates contained in Article 38.1.1 and 38.1.2.

Hours worked/ credited	Art. 38.1.1	Art. 38.1.2
	1 ½ x Basic	2 x Basic
8 - 12	2 x Basic	2 ½ x Basic
over 12	2 ½ x Basic	3 x Basic

Clerical Staff -Reference Article 33.2 -  
minimum credit 7 1/2 hours.



- 38.2** It is understood that the provisions of Article 41.2.3 will apply to this Article when unscheduled overtime is worked.
- 38.3** Notice of cancellation of assigned work on a scheduled day *off* or extra day *off* shall be given no later than three p.m. (3:00 p.m.) of the day prior to the day in question. If such notice is not given, the employee shall receive eight (8) hours pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty. (Clerical Staff -Reference Article 33.2 -minimum credit 7 1/2 hrs.)
- 38.4** Employees assigned to transmitter and/or rebroadcast transmitter duties may be required to work on their days *off*. However, compensating time off at the applicable rate for each hour worked on regular days off will be given within forty-five **(45)** days of return to base. If the Company is unable to schedule mutually acceptable compensating time off within forty-five **(45)** days of return to base, the employee shall have the option of receiving the monetary compensation.

## ARTICLE 39

### Meal Periods

#### **39.1 First Meal Period**

To all tours of duty a first meal period of sixty (60) minutes shall be scheduled beginning not earlier than the start of the third hour of the tour and ending not later than the end of the fifth hour of such tour.

**39.1.1** Notwithstanding Article 39.1, maintenance, designated master control, on-air VTR, news, and cable overcut personnel shall continue the present practice of receiving inclusive meal breaks in lieu of the first meal periods (i.e. eat on the job). It is understood that meals may be eaten at any convenient time within the eight (8) hour tour of duty. Such employees will continue to be allowed to eat anywhere in the building, operational requirements permitting, but are not allowed to leave the building during inclusive meal breaks. Article 39.4 does not apply to inclusive meal breaks received in accordance with Article 39.1.1.

#### **39.2 Second Meal Period**

A second meal period of not less than thirty (30) minutes shall be scheduled in tours of duty of ten (10) hours or more during which a first meal period was scheduled/assigned. This second

meal period shall be scheduled within the third, fourth, or fifth hour after the completion of the first meal period, as defined in Article 39.1 or 39.1.1. Six dollars (\$6.00) shall be allowed to compensate for the cost of the second meal, whether received or not.

**39.2.1** In the event that a second meal period is not assigned or taken, thirty (30) minutes shall **be added** to the end of the shift **as** time worked.

### **39.3 Subsequent Meals**

A subsequent meal period of not less than thirty (30) minutes will be scheduled within the third (3rd), fourth (4th), or fifth (5th) hour after the completion of a prior meal period. Six dollars and fifty cents (\$6.50) shall be allowed to compensate for the cost of each subsequent meal, whether received or not.

**39.3.1** In the event that the subsequent meal is not assigned or taken, thirty (30) minutes shall be added to the end of the shift as time worked.

**39.4** When an employee is not given a meal period within the time limits required by this Article, he shall receive, in addition to his regular salary, compensation in the amount equal to one-half (1/2) his basic hourly rate for each hour or part thereof worked with a minimum credit of one

(1) hour until the meal period is actually received or should have been assigned.

Encroachment allowances shall be calculated from the end of the window. The allowances shall be one half (1/2) of the employee's basic hourly rate for each hour or part thereof worked with a minimum credit of one (1) hour. The encroachment allowances as described above shall not compound.

**39.4.1** For the purpose of calculating meal encroachment regarding second and subsequent meal periods, employees who receive inclusive **first meal** breaks (**Art. 39.1.1**) shall be considered to have received their first meal period during the fifth (5th) hour of their tour of duty.

### Article 39 – RECAP

Article Article	Hours in which meal break could have been taken	\$ Allowance
39.1 (First Meal Period)	3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> hour after commencing shift*	-----

39.2 (Second Meal Period)	3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> hour after completion of prior meal*	\$6.00
39.3 (Subsequent Meal)	3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> hour after completion of prior meal*	\$6.50
<p><b>*39.4</b> (In addition to regular salary)          If meal period is not given within these time limits, one-half (1/2) basic hourly rate for each hour or part (min. credit of one (1) hour) until meal is received, from beginning of last hour in which meal could have been given, to start of meal given, or <b>from</b> end of prior meal to first hour in which meal could have been assigned.</p>		

**39.4.2** In the event that meal encroachment is fifteen (15) minutes or less, no penalty shall apply.

**39.5** In the event a remote location is so situated that no facilities to obtain an appropriate meal are readily available for the crew during their assigned meal period, the Company shall:

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

**39.5.2** At its own expense, furnish the crew with an appropriate meal.

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

## **ARTICLE 40**

### **Break Periods**

**40.1** Employees shall be entitled to and shall receive rest periods as follows:

- (i)** A fifteen (15) minute rest period between the beginning of a tour of duty and the scheduled meal period.
- (ii)** A fifteen (15) minute rest period between the scheduled meal period and the end of a tour of duty.
- (iii)** These break periods shall not be assigned during the first or last hour of a tour of duty or as part of a meal period. During live productions, these break periods shall not be assigned during the first or last half (1/2) hour of a tour of duty or as part of a meal period.

- (iv) On a tour of duty of more than eight (8) hours an employee shall not be required to work more than three (3) hours (e.g. 11th, 14th, 17th, etc.) without a break period being assigned.
- (v) When an employee is required to work through a break period, fifteen (15) minutes for each such break period shall be added to the end of the shift as time worked.

## ARTICLE 41

### Overtime

**41.1** Employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty-eight (48) hours of the schedule being posted. Furthermore, the employee shall have the right to refuse any overtime scheduled or assigned thereafter.

**41.1.1** All overtime that is the result of a shift extension, shall be offered to full-time employees on shift, at the same location, within the job classification. If all qualified full-time employees in the job classification refuse to work, the Company may assign the work to any qualified

full-time employee in inverse order of Company seniority within the bargaining unit.

**41.1.2** Unless otherwise scheduled at the time of posting as per Article 35.1, work that arises on a day off within a classification shall be offered to full-time employees, within that classification. Should all full-time employees refuse to work or be unavailable, the Company may assign the work to any qualified full-time employee in inverse order of Company seniority within the bargaining unit.

**41.1.3** No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

**41.2** When an employee works overtime in accordance with Article 41.1 such overtime hours shall be Compensated as follows:

**41.2.1** All time worked or credited in excess of eight (8) hours [but less than twelve (12) hours] in one (1) day, shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of the employee, computed separately from the work week. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hours.)

**41.2.2** Should the time worked or credited exceed twelve (12) hours, all hours worked or credited in



excess of twelve (12) will be paid at an additional one-half (1/2) times the basic rate over and above the rates contained in Article 41.2.1.

## RECAP

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

Article 41.2.3 not illustrated in recap.

Clerical Staff - reference Article 33.2 - minimum credit 7 1/2 hours.

**41.2.3** Employees involved in unscheduled overtime [i.e. overtime which is scheduled and/or worked without notice being given to the employee by three (3:00 p.m.) on the day prior to the day involved] who are assigned unscheduled overtime in excess of two (2) hours beyond the scheduled finishing time of a tour of duty, shall be compensated at one-half (1/2) times his basic rate in addition to any other payments received under this agreement, for work performed in excess of the two (2) hours referred to above. If the employee is assigned a second extension of unscheduled overtime, the additional one-half (1/2) rate shall apply from the beginning of the originally unscheduled overtime.

News-ENG/Production personnel will not be paid an additional penalty for unscheduled overtime if such overtime is a direct result of an unexpected event. (see definition)

**41.2.4** Unscheduled overtime will not be paid to an employee who is covering the first (1st) day of absence of another employee. First day of absence of another employee shall be defined to include each day for which the Company did not receive notification of that employee's absence by twelve (12:00) noon of the day prior.

**41.3** By mutual agreement time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time.

## **ARTICLE 42**

### **Call-Back**

**42.1** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty (Article 33), is called back to perform further work on the day in question.

**42.2** If an employee is scheduled, assigned or notified of a callback prior to the time he leaves his place of work on the day of the call-back, all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered continuous.

**42.3** An employee scheduled, assigned, or notified of a call-back after having left his place of work on the day in question shall be paid at the time and one-half (1 1/2) rate with a minimum of four (4) hours credit. Call-back under these conditions shall be computed separately from the work week.

**42.3.1** An employee with a reasonable and legitimate excuse may refuse to **work** callback as outlined in Article 42.3, and shall not be penalized for such refusal.

**42.3.2** In the event that all qualified employees refuse to work call-back as defined in Article 42.3.1, the Company may assign the required duties to any qualified employee within the bargaining unit in inverse order of seniority.

**42.4** When an employee works between the hours of four (4:00) p.m. and midnight, call-back shall apply (rather than change of start time) if

less than seven (7) hours have elapsed from the time the employee was released from his shift.

## ARTICLE 43

### Turn Around Period

- 43.1** A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.
- 43.2** All time scheduled and/or worked, and any meal period, during any of the above turn-around periods shall be compensated for in addition to the regular basic rate, at one-half (1/2) times basic for the portion of such assignments which encroaches on such turn-around period, except that the compensation shall be one and one-half (1 1/2) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the six (6) hour period immediately following the end of the employee's original schedule or any extension thereof.

**RECAP**

Hours between stop And start time	Compensation
0 – 6	1 ½ x Basic Rate
6 – 12	½ x Basic Rate

**43.3** No payment shall be made for the following encroachments:

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

**43.3.2** Encroachment on a swing-in shift where employees are on a regular rotating shift pattern in conjunction with an employee's regular scheduled days off.

**43.4** In cases where an employee is released prior to the scheduled finish time of his tour of duty, encroachment on the turn-around period will be computed from the time of release, provided that: the employee shall, in each instance, have the option of being released early, or of staying until his scheduled finish time. In cases where an employee's tour of duty is extended in accordance with Articles 39.2.1 and/or 39.3.1 and the employee is not required to perform work or report for duty after commencement of such second or

subsequent meal period, turn-around shall be computed from the time of release.

## **ARTICLE 44**

### **Night Differential**

**44.1** When an employee works between 0000 hrs (12:00 midnight) and 0700 hrs (7:00 a.m.) all hours shall be compensated for at an additional one dollar and seventy-five cents (**\$1.75**). Night differential shall not be deemed overtime or part of basic pay. Where night differential is one-half (1/2) hour or less no premium shall be paid.

## **ARTICLE 45**

### **Automobile Expenses**

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

**45.2** If an employee is authorized to use his own automobile for transportation in connection with his duties he/she shall be reimbursed at the rate of twenty-six cents (\$.26) per kilometre with a

minimum of three dollars and fifty cents (\$3.50) for each completed trip.

**45.3** When an employee on Company business is involved in an accident resulting in damage to his/her vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee to a maximum of \$500.00, such amount being regarded as the deductible amount on the employee's car insurance policy.

**45.4** If any employee requires higher automobile insurance rates due to using his personal car for business purposes, the Company shall reimburse him for any additional premium charged above the "Pleasure and To and From Work" insurance rate.

**45.5** It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory, provided that the employee's vehicle is not one for which payment of insurance has been made by the Company as provided for in Article 45.4.

**ARTICLE 46****Travel Conditions**

- 46.1** For pay purposes, employees engaged only in travelling, except as provided for in Article 59.3, shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed:
- 46.1.1** From the time of the employee's departure, when the employee departs from his home by common carrier.
- 46.1.2** From the assigned hour of departure from his home when an employee travels by automobile direct to the assignment.
- 46.1.3** From the time he leaves his normal place of employment when the employee reports there before proceeding **to** travel.
- 46.1.4** From the assigned hour of departure from his lodging when an employee is using overnight accommodation.
- 46.1.5** When travelling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited up **to** and only for the first eight **(8)** hours of travel.



- 46.1.6** When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, a single occupancy berth or a first class seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have sleeping facilities, full time credit shall be allowed.
- 46.1.7** The turn-around provisions of Article 43 will apply from the time an employee completes his travel.
- 46.2** Time credited for the return journey under the above conditions will be computed in the same manner.
- 46.3** The Company agrees to maintain adequate liability insurance on all vehicles owned and rented by the Company which it requests any employee to drive.
- 46.4** When an employee is required to work at a studio or remote location other than his normal place of employment, he shall **be** credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

**ARTICLE 47****Remote Expenses**

- 47.1** Employees on remote assignments which require overnight accommodation shall receive a per diem allowance of thirty-eight dollars (\$38.00) to cover the cost of all reasonable expenses incurred while on Company business for each completed twenty-four hour period. An advance to cover the estimated per diem cost will be given to each employee prior to departure unless the nature of the work assignment does not allow for it. (i.e. immediate remote coverage of breaking news). Employees are entitled to a single room accommodation. When available at the locations concerned, a single room with shower and/or bath facilities will be provided.
- 47.2** Employees on remote assignments (outside GVRD) who do not receive a per diem allowance (Article 47.1) shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 39 if the meal entitlement was earned within the time frame that the employee was on the actual remote.

Breakfast	\$ 7
Lunch	\$11
Dinner	\$20

In accordance with Article 39.1.1, employees receiving inclusive meal breaks shall not be entitled to a meal allowance for the first meal falling within the regular tour of duty unless they are assigned to a remote location and are required to stay overnight. However, the employees shall be entitled to a meal allowance for the **first** meal if they opt to forego the inclusive meal period for the duration of the remote assignment.

Where a second or subsequent meal is required, the employee may choose to be re-imbursed, as per Article 39, or to a maximum amount currently allowed under Company policy, with receipts provided.

An employee may choose, on a per occasion basis, to exercise their rights under this provision or to continue with the past practise of submitting receipts for payment, as set out in the company policy handbook.

## **ARTICLE 48**

### **Vacations**

**48.1** Except as modified by subsequent clauses of this Article, employees shall be entitled to an

annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

<b>Service</b>	<b>Duration of vacation</b>	<b>Payment</b>
Less than 12 mo.	1 day per completed calendar month	4%
12 mo. to 96 mo.	15 days	6%
96 mo. to 180 mo.	20 days	8%
180 mo. & over	25 days	10%

**Service** =Seniority as defined in Article 16 computed as of March 31st of each year.

**Duration** =Duration of vacation in working days.

**Payment** =% of gross earnings since April 1st of previous year.

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

**48.3** An employee may request to begin and end his vacation in conjunction with his days off, plus any additional days added because of 48.2 and such request will not be denied.

**48.4** Vacation periods shall be scheduled between April 1<sup>st</sup> and March 31<sup>st</sup> of each year. Employee's shall submit their preference for vacation to their Manager in writing on a form prescribed by the Company by March 1<sup>st</sup> of each year. Failure to submit such application will result in vacation periods being assigned by the Company. Vacation schedules shall be posted by March 21<sup>st</sup>, any alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee affected.

**48.4.1** Vacation preference shall be given to employees on the basis of Company seniority within each job function as listed in Article 30; or within a group of operationally related job functions as reasonably defined by the Company. Where there is a conflict over vacation preference within a job function or group of job functions, Company seniority shall apply.

**48.4.2** Vacation periods shall be scheduled between May 1<sup>st</sup> and September 30<sup>th</sup>; and preference shall be given on the basis of seniority. Every

employee shall be entitled to have at least three (3) weeks of his/her vacation period consecutively unless requested otherwise by the employee and approved by the Company.

**48.5** Upon termination of employment an employee (or his estate in the case of death), shall receive accrued vacation pay earned in accordance with the provisions of Article 48.1, plus pay for any vacation period previously earned but not taken.

**48.6** In special circumstances and with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

**48.7** In the event that an employee desires leave without pay, he shall apply in writing to the Company stating the reason for such leave. No employee shall suffer **loss** of seniority or other benefits as a result of such leave, which may be granted at the sole discretion of the Company.

**ARTICLE 49****Legal Holiday and Payment**

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

- New Year's Day
- Good Friday
- Victoria Day (Empire Day)
- Canada Day
- B.C. Day (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Plus any day duly proclaimed by Federal, Provincial, or Municipal Authority as a public holiday. In addition to the holidays listed above, one (1) additional holiday per calendar year will be available at the mutual discretion of the employee and the Company. In the case of new employees, the one (1) additional holiday shall not be credited to the employee until the completion of twelve (12) months employment with the Company.

The credited additional holiday shall be taken within the calendar year, however, new employees when credited with their first holiday earned in accordance with the foregoing, shall

receive this holiday within six (6) months from their first (1st) year anniversary date of employment with the Company.

A second additional holiday as described above will be granted; however, if Heritage Day becomes a Federally recognized statutory holiday, this additional day will not be granted, but Heritage Day will be added to the present list of paid holidays listed under Article 49.1. Failure of an employee to take an additional holiday will not result in any penalty payment by the Company.

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

**49.1.2** If a holiday falls on a scheduled work day and the employee is not required to work he shall receive his normal basic pay for such day [eight (8) hours] at the basic rate. (Clerical Staff - Article 33.2 - minimum credit 7 1/2 hrs.)

**49.1.3** If a holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half (2 1/2) times his basic rate (which amount shall include his basic rate) with a minimum credit of eight (8) hours, except



that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (1/2) times the basic hourly rate of the employee. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hrs.)

**49.1.4** If the holiday falls on a scheduled day off he shall, at the employee's option, receive either one (1) additional day's pay for that week, or add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time.

**49.1.5** If the holiday falls on a scheduled day off and an employee is required to work, he shall receive three (3) times his basic rate with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (1/2) times the basic hourly rate. Further, all hours beyond twelve (12) in the day shall be paid at a further additional one-half (1/2) times the basic hourly rate of the employee. (Clerical Staff - Reference Article 33.2 - minimum credit 7 1/2 hours.)

**Recap on page following.**

Hours worked/ Credited	Article 49.1.2	Article 49.1.3	Article <del>Article</del> 49.1.5
0 – 8	8 hrs./ Basic	2 ½ x Basic	3 x basic
8 – 12	7.5 hrs/ Clerical	3 x basic	3 ½ x basic
Over 12		3 ½ x Basic	4 x basic

**49.1.6** It is understood that the provisions of Article 41.2.3 will apply to this Article when unscheduled overtime is worked.

**49.1.7** With respect to Article 49.1.3 and 49.1.5 an employee shall receive payment at the applicable rate or, if mutually agreed, may be permitted to:

- (a) add time off in lieu at the applicable rate to his annual leave.
- (b) take time off in lieu at the applicable rate at a mutually agreeable time.

The employee shall indicate his preference on his time sheet.

**49.2** Any period of time off allowed by the Company for:

- (a) Employee's participation in organized recreational activities,
- (b) because of inclement weather,
- (c) and for any other reasons,

shall not be considered as a holiday for the purpose of this Agreement. It is understood that such time off shall be granted at the discretion of the Company, having due regard to the work requirements in each department. Such authorized time off which falls within the assigned worked day of an employee shall be considered as time worked.

## **ARTICLE 50**

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

**50.1** Before November 15th of each year the Company will ascertain the wishes of the employees regarding scheduling of Christmas and New Year's holidays. An employee shall be scheduled off on either:

- (a) December 24<sup>th</sup>, (which shall be considered Christmas Day);  
or
- (b) Christmas Day  
or
- (c) New Year's Day

based on seniority and an employee choosing Christmas Day shall not be scheduled to work past 12:00 a.m. on the eve of the holiday. An employee choosing New Year's Day shall not be scheduled to work past 7:30 p.m. on the eve of the holiday.

**50.2** These Christmas and New Year's holiday schedules shall be posted no later than the **30<sup>th</sup>** of November.

**50.3** It is recognized that normal shift patterns will be affected by the Christmas and New Year's schedules and turn-around will not apply on these statutory holidays. (i.e. Christmas Day, Boxing Day, New Year's Day)

**ARTICLE 51****Sick Leave**

**51.1** An employee who is absent because of illness or incapacity shall receive sick leave computed on the basis of one and one-half (1 1/2) days for each calendar month of seniority, cumulative from year to year to a maximum of ninety-one (91) days provided that a minimum benefit of two-thirds (2/3rds) of salary (to the maximum current level of U.I.C. benefit) per week is paid for fifteen (15) weeks following fourteen (14) days of disability, and further provided such employee complies with the following requirements:

- (a)** For absences of three (3) days or less, the employee may be required to supply written declaration of illness.
- (b)** If requested to do so by the Company, the employee shall offer satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses that exceed (3) days
- (c)** Where an employee has exhibited a pattern of absence, the Company may require satisfactory proof of illness for absences of three (3) days or less. The Company will

inform the employee of any perceived sick leave abuse prior to requesting proof of illness.

- 51.2** Absence because of illness or incapacity shall not interrupt an employee's vacation credits, sick leave credits or health and welfare benefits as in this Agreement.
- 51.3** Should an employee fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.
- 51.4** If an employee, having received sick pay under Article 51.1, subsequently receives a settlement of judgement for lost wages, he shall reimburse the Company for any amount received. The employee is required to reimburse the Company only for the amount received in a settlement of judgement which may not necessarily be equivalent to the sick pay received from the Company. The amount of reimbursement to the Company shall in no event exceed the amount of sick leave pay received from the Company.

**ARTICLE 52****Health & Welfare Plans**

**52.1** The Company agrees to continue to make available to eligible employees the following benefits at the following premium sharing ratios.

The Company shall pay 80% of the following premiums:

1. B.C. MEDICAL SERVICES PLAN

2. EXTENDED HEALTH

- \$25.00 deductible per person or \$50.00 per family based on 100% reimbursement.

- Plan includes: prescription drugs, ambulance, registered nurse, hearing aids, private hospital room, and vision care of \$150.00 every two years for adults and every year for dependent children when prescription eyeglasses or contact lenses are purchased for employee, spouse, or dependent children under nineteen years of age.

### 3. DENTAL

- 80% of basic services
- 50% of full upper and/or lower dentures
- 50% of major restorative - no dollar limit
- 50% of orthodontic services for dependent children only - \$1,500 per lifetime

The Company **shall** pay 50% of the following premium:

#### 1.GROUP LIFE INSURANCE

- Single employees covered at one (1) times annual salary; employees with dependents at three (3) times annual salary; and retired employees \$5,000.00.

Employee Paid:

#### 1. LONG-TERMDISABILITY

- 60% of normal monthly earnings payable after 119 days to age 65 if totally disabled.



## 2. VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

-Provided coverage in event of an accident resulting in death, dismemberment or **loss** of use of limbs, anywhere, anytime - 24 hours a day in multiples of \$10,000 subject to a maximum of \$300,000.00.

## 3. VOLUNTARY GROUP LIFE INSURANCE

-Coverage **is** available in increments of \$10,000 to a maximum of \$300,000.

-An evidence of insurability form must be completed by employees who wish to apply for this coverage.

**52.2** The Company will discuss with a Union representative any proposed changes to the Health and Welfare plans before these changes are implemented.

### **52.3 Pension Plan**

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 the Agreement. The Company shall notify the Union of any change(s) to the terms of conditions of the Pension Plan.

**52.4** The Parties agree to meet during the term of this Agreement for the purpose of reviewing the Pension Plan. The Company shall furnish to the Union any data related to the bargaining unit portion of the Pension Plan as may be necessary to carry out such review.

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

- (a) The Company agrees that it shall provide such payroll deduction services as may be required to facilitate the operation of a Union Pension Plan; and
- (b) Any employee contribution deductions for such Union Pension Plan shall be subject to written authorization from the employee involved.

## ARTICLE 53

### **Employees' Assistance Program**

**53.1** It is recognized by the parties that drug and alcohol addiction and chronic abuse is an ever-increasing problem in today's society. In an effort

to provide a more compassionate means of assisting and rehabilitating personnel affected by such illnesses, the parties agree to the establishment of a permanent committee to be comprised of one (1) nominee from each of the parties, with these two (2) members selecting a third (3rd) person to serve as Chairman. The methods and manner of operation will be decided by the committee itself, however, no disciplinary action of a permanent nature will be taken by the Company against an employee without prior consultation of this committee.

#### ARTICLE 54

##### Severance Pay

**54.1** Severance pay will be paid in accordance with the Canada Labour Code, except that "dismissal for gross misconduct" will be substituted for "dismissal for just cause".

#### ARTICLE 55

##### Compassionate Leave

**55.1** When an employee is required to be absent from work due to a death in his immediate family,

(i.e. legal guardian, husband, wife, common-law spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents) he will be granted compassionate leave of absence of up to three (3) days, for the purpose of attending/arranging the funeral.

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

**55.2** The Company at its discretion will continue the past practice of granting time off to employees for medical, dental, and eye appointments where reasonable notice is given.

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

**ARTICLE 56**

**Paternity Leave**

**56.1** A male employee whose spouse becomes pregnant will be given leave of absence without **loss** of seniority on the occasion of the birth of his child on the following basis:

- (a) the employee will inform the Company at least one (1) month before the desired leave of absence which may be before and/or after the birth, and will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.
- (b) leave of absence with full pay and benefits shall be granted for a period of four (4) days.
- (c) additional periods of leave may be granted at the discretion of the employer.
- (d) or the purposes of this clause, "spouse" includes common-law wife.
- (e) unscheduled overtime will not apply to employees covering persons on Paternity Leave.

**Common-Law Spouse**

A common-law spouse is defined as a cohabitant of one (1) year or more who has been publicly represented as a spouse.

**ARTICLE 57****Maternity Leave**

**57.1** Maternity Leave will be in accordance with the provisions of the Canada Labour Code which may be amended from time to time.

**57.2** Employees who have completed one (1) year of service and who return to work after maternity leave will receive unused sick leave credits to make up the difference between unemployment insurance benefits (U.I.C.) received during maternity leave and 80% of their regular wages, with the exception that a single mother would receive the difference between U.I.C. and her regular wages.

First Payment - 50% upon their return to work.

Second Payment - 25% after three months of continued employment.

Final Payment - 25% after six months of continued employment.

## **ARTICLE 58**

### **Jury Duty**

**58.1** Employees called to serve on juries or to obey a subpoena shall receive their regular salaries in addition to their jury or witness compensation provided that the employees concerned shall return to work if released before 1:00 p.m. and further provided that employees shall not be required to work any tour except the normal day shift tour during periods when serving on juries or appearing as a witness.

## **ARTICLE 59**

### **Education, Seminars, Etc.**

**59.1** The Company shall, after prior approval, reimburse an employee for fees paid by an employee, as tuition, for any industry related courses including Workers' Compensation Board (W.C.B.) Industrial First Aid Certificate courses. Payment is to be made after successful completion of such courses.

**59.2** The Company shall pay a monthly bonus (not to be included in the base rate) to one (1) bargaining unit member, upon successful completion of the Industrial First Aid Course and who maintains a valid certificate, for as long as the individual is designated to be the Company's First Aid representative. The intent of this clause is to have the individual contribute towards the Company's health and safety programs, and the selection will therefore be made after prior consultation with the Union.

The monthly bonus will be as follows:

Level 3 Ticket - \$110.00

Level 2 Ticket - \$100.00

Level 1 Ticket - \$ 90.00

In addition, the Company agrees to provide training for a Standard First Aid Ticket for up to five (5) other individuals at any one time. These individuals will be selected from volunteers from the Victoria and Nanaimo locations, following consultation with the Union. No monthly bonus will be paid to these volunteers.

**59.3** When an employee attends seminars, educational courses, etc, he shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel



**59.4** The parties agree to the establishment of an educational fund. Each party will contribute one thousand dollars (\$1000) to start the fund and the fund will be maintained by each full-time employee contributing one dollar (\$1.00) per month and the Company contributing one dollar (\$1.00) per month per full time employee.

The fund will be administered by both parties through a joint committee of two (2). Unanimous agreement of the committee will be required for approval of any application.

## **ARTICLE 60**

### **Clothing and Grooming Allowance**

**60.1** Employees working on-camera on a regular basis are required to meet specific standards regarding appearance and to assist them the Company agrees to provide the following:

- a) a benefit for proper hair grooming equivalent to \$25 per month.
- b) a benefit for clothing equivalent to \$800 per year for regular anchor persons, weather broadcasters, and public affairs persons, provided in equal amounts of \$400 effective

as of September 1st, 1991 and \$400 on or after March 1 of each year.

- c) a benefit clothing equivalent to \$400 per year for regular reporters or other performers, provided in equal amounts of \$200 effective as of September 1st, 1991 and \$200 on or after March 1 of each year.

**60.2** For the purposes of this Article, employees referred to in (b) above, are those employees assigned to appear on-air on a daily basis for the duration of a program or segment, who have performed in that role in the previous six (6) months. Employees referred to in (c) above are those employees assigned to appear on air a minimum of 2 times per week in a reporter or other role, for a portion of a program, or a promotional or feature presentation other than a sustaining program, who have performed in that role in the previous six (6) months.

## ARTICLE 61

### Joint Union-Management Committee

**61.1** Whereas the parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the

Company agree to meet periodically during each year of this Agreement in a sincere effort to establish and maintain a Union-Management relationship that, without any sacrifice of principle of either party, will provide for honest discussions and an efficient way to resolve differences and reach a greater understanding of respective problems.

## ARTICLE 62

### Existing Benefits

**62.1** The Company recognizes that on or before the commencement of this Agreement, employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein. The Company agrees not to alter or change these benefits except as they may be specifically amended herein, in such manner as to discriminate against employees in the bargaining unit. The Company further agrees it shall not alter a job function for the sole purpose of removing it from the bargaining unit.

## ARTICLE 63

### Duration of Agreement

**63.1** This agreement shall commence on the 1st day of March, 1996, and remain in force for a period of sixty (60) months, ending on the 28th day of February 2001 and from year to year thereafter, unless either party notifies the other by registered mail not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of **its** intent to modify the Agreement, or until seven (7) days after a Report of a Conciliation board has been received by the Minister of Labour of desire to modify this Agreement. If such notice is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

**63.2** The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by this Agreement. The parties further understand and declare that if any

provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner **as** will conform with law.

## ARTICLE 64

### Classification Changes

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

**64.2** Where available the Company shall furnish the Union with up to date copies of all bargaining unit job descriptions.

**64.3** Where a new job classification is created or the functions and/or duties of any job classification are substantively 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 job title and/or rate of pay.

**64.4** Should the Committee fail to resolve the differences between the parties, such issues that remain unresolved may be referred by either Party to binding mediation.

The cost of the Arbitrator shall be paid by the Union. The selection of the Arbitrator shall be by mutual agreement.

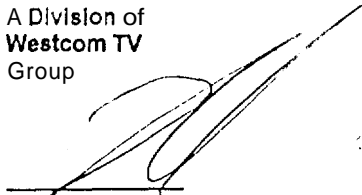
IN WITNESS WHEREOF THE PARTIES HERETO  
HAVE CAUSED THIS AGREEMENT TO BE  
EXECUTED BY THEIR DULY AUTHORIZED  
REPRESENTATIVES ON THIS 26<sup>th</sup> DAY OF  
*April,* , 1988~~9~~.

**Communications, Energy &  
Paperworkers Union of  
Canada**


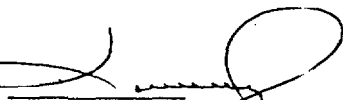
**CHEK-TV**  
A Division of  
**Westcom TV**  
Group



Rob Lumgair  
Representative




Warren Olson  
Vice-President  
General Manager

  
Murray Langdon  
President, Local 815  
Brian Kavanagh  
Chairman  
Negotiating  
Committee

Letter of Intent #1Legislative Reporters

Due to the nature of the work performed by the Legislative Reporter(s) it is agreed the person working on this assignment may be on a self-assigned basis. The provisions of the Canada Labour Code shall apply and the employee shall be paid at the overtime rates in accordance with the provisions of the Collective Agreement for any authorized and/or approved time worked beyond forty (40) hours in any week or eight (8) hours in any day. Articles 35, 36, 37.3, 38, 39, 40, 41.1, 41.2.3, 42 and 43 shall not apply. Scheduling of work will be left to the individual concerned who shall submit records of time worked at the end of each week.



For the Union                      For the Company

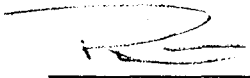
April 26/99  
Date




Letter of intent #2

Transmitter Maintenance

Subject to the Company's right to direct changes, full-time employees assigned to transmitter maintenance shall be entirely self-assigning and Articles 35, 36, 37.3, 38, 39, 40, 41.1, 41.2.3, 42 and 43 shall not apply. The provisions of the Canada Labour Code shall apply and such employees shall be paid for any authorized and/or approved time worked beyond forty (40) hours in any week at the time and one half (1 1/2) rate.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company

April 26, 1991  
Date

Letter of Intent # 3

No request by an ENG Cameraman for an assistant will be unreasonably denied.



For the Union



For the Company

April 26/99  
Date

## Letter of Intent #4

### Professional Activities

1. The first professional obligation of the employee shall be to the employer.

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

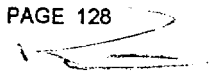
(b) Where the employer has authorized the employee in writing to release for broadcast, material whose source is to be kept confidential then if the employee is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all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

obtained in accordance with accepted journalistic practices.

3. An employee's byline/credit shall not be used over his protest. Substantive, factual changes in script/material content shall be brought to the employee's attention before broadcast. The employee shall be given the reason(s) for the change(s). Where it is not possible to reach an employee and providing all reasonable efforts have been made to do so, the Company shall have the option of dropping the by-line/credit of the employee before broadcast.

4. Except in the case of an allegation of defamation, where a question arises as to the accuracy of the material for broadcast, no major editorial change(s); retraction or apology shall be aired without prior consultation of the employee concerned or without every effort being made to first consult the employee. Except where libel has been proven, no criticism of an employee's work will be broadcast without presenting such criticism to the employee concerned and providing that employee with equal time for reply in the same broadcast.

PAGE 128

  
\_\_\_\_\_  
For the Union

CHEK-TV

  
\_\_\_\_\_  
For the Company

April 26/99  
Date

Letter of Intent #5Special Productions

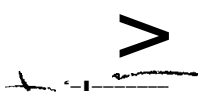
The parties agree that the Company may use the services of non-bargaining unit personnel, who will have access to Company equipment and facilities, for specific work projects of a fixed duration. Such work projects shall include independent productions, commercial ventures and other revenue generating projects which might otherwise not be obtainable by the Company. The intent of this Article *is to* allow the Company to be competitive in these areas, and is not intended in any way to affect the long term security of members covered by this Collective Agreement. It is further agreed that no bargaining unit persons shall be displaced either directly or indirectly as a result of the implementation of this letter. In all such endeavours the Company shall attempt to make maximum use of bargaining unit members covered by this agreement.

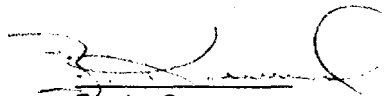
The Company agrees to pay dues to the Union for any non-bargaining unit personnel used under the terms of this letter, who perform work that would fall within a **job** function contained in this agreement. Dues shall be calculated at the current rate applied to bargaining unit employees,

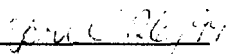
based on the top of scale rate for the applicable **job** function.

Should the intent of this letter or the terms of this agreement be violated it is understood and agreed that the union may cancel this Article with **sixty (60) days** written notice. However, for **any project** where a signed agreement exists such project will **be** allowed to continue up to completion to a maximum of twelve (12) months of production. The Union shall be informed of any project that is being considered under this letter, prior to any contract being executed.

It is further agreed that where the Company exercises the provisions of this letter and employees are on lay-off status said employees **shall** be recalled to any work that exists or arises within their former classification.

  
\_\_\_\_\_  
For the Union

**\***  
  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
Date:

## Letter of Intent #6

### Definitions

#### **News ENG Production Department**

Persons employed in the News Production Department as Editors, Camera Persons and News Reporters.

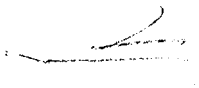
#### **Unexpected Events**

Events of major political, economic or social importance of which the Company had not or could not be expected to have prior knowledge, i.e. death of a politician or celebrity, or a provincial crisis. A provincial crisis may be defined as an item of concern or impact to the majority of the provincial population, e.g. Vancouver Island and/or Lower Mainland.

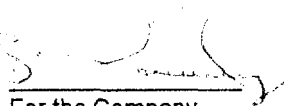
For purposes of the unscheduled overtime sections of this Agreement except where otherwise specified, unexpected events shall also include events requiring responses of emergency services of fire, police or ambulance of which the Company had not or could *not* be expected to have prior knowledge.



For News-ENG personnel no compensation will be paid for meals displaced during that portion of an assignment within the definition of an 'unexpected event'.



For the Union



For the Company

Date: April 26/99

## APPENDIX A

### Personal Harassment Policy

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

CHEK-TV, as an operating division of WIC Television Ltd., will make every possible effort to ensure that no employee is subjected to discrimination or harassment of any kind during the course of their employment at CHEK-TV. Complaints about harassment/discrimination will be dealt with in a serious manner. To this end, CHEK-TV encourages all employees to read and be familiar with WIC's Policy on 'Sexual Harassment & Non-Discrimination'.

## Letter of Understanding

Anchor Contracts

It is understood and agreed that the employer and News Anchors may enter into individual contracts of employment on the following conditions and understandings.

a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee and the employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the **collective** agreement. An employee entering into an individual contract shall be entitled to exercise all of the **benefits** and provisions of this agreement.

b) A copy of an individual contract shall be forwarded to the CEP National Representative in Vancouver for review (not approval) prior to any contract coming into effect. The contents of the individual contract shall be deemed to be strictly confidential and shall not be disclosed by the CEP National Representative to any other person, firm, or corporation without the written agreement of the Employer and the Employee.

c) If the collective agreement and the personal service contract conflict, the collective agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.

d) It **is** understood **and** agreed, due **to** the nature of Broadcasting and audience acceptance, the Company reserves the sole right *to* recruit, select, determine and assign all anchor (talent) personnel, unless otherwise specifically excluded in this agreement.

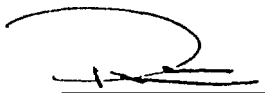
In the event the Employer seeks to replace an anchor person, the following procedure shall **apply**:

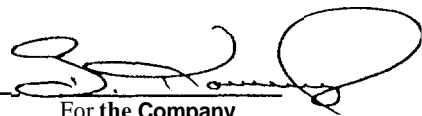
a) the Employee affected and the Union shall be informed in writing:

b) within 10 days of receiving notice, the employees shall select one of the following options:

i) to receive the lump sum severance payment outlined in their individual anchor contract, and forfeit all rights and privileges under the collective agreement

ii) to exercise all rights and privileges under the collective agreement.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company

April 26/99  
Date

## Letter of Understanding

### Transfer of Work

Notwithstanding the provisions of Article 24, where the Company transfers bargaining unit work to a related WIC Television Company, and where this results in the direct or indirect displacement of bargaining unit employees, said employees shall retain bumping rights in accordance with Article 21.2. In addition to the foregoing the following provisions shall apply:

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

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

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

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

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

It is further understood and agreed that the above severance will be offered to the entire bargaining unit with first right of refusal to the department affected on a seniority basis and subsequently on a seniority basis throughout the remainder of the bargaining unit. Employees choosing to accept the severance package must notify the Company within two weeks.

In the event that those employees who are directly or indirectly affected wish to retain their employment, the Company agrees to offer the package to any department, on a seniority basis,

that the affected employee believes represents a reasonable opportunity for successful retraining. Vacancies created by this process shall be filled, on a seniority basis, by those wishing to retain their employment and they shall be provided reasonable and adequate training. The individual shall have 3 months to demonstrate proficiency to an acceptable level. The training period and the demonstration of proficiency shall occur prior to but not exceed the 3 months notice period as described in (1) above. If additional training time is required the employee may utilize additional time drawn from the 3 month payment in lieu of notice period.

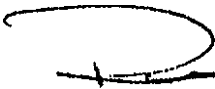
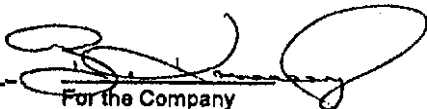
Any employee that volunteers to take a severance package in order for someone else to retain their employment shall remain at work during the trainee's training period and shall only receive the package if the trainee successfully completes the training period.

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

It is understood employees who accept the above package shall relinquish all re-engagement rights



and re-call rights and shall be considered terminated.

  
\_\_\_\_\_  
For the Union  
\_\_\_\_\_  
For the Company

Date: April 26/99

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