

# COLLECTIVE AGREEMENT

- Between -

CKPG-TV, CKDV-FM & CKKN-FM

DIVISIONS OF JIM PATTISON

BROADCAST GROUP LP

and

COMMUNICATIONS, ENERGY

AND PAPERWORKERS UNION

OF CANADA (CEP) – CLC



APRIL 1, 2011 – MARCH 31, 2014

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## PARTIES

THIS AGREEMENT is made and entered into this 31 day of May, 2011

**Between:**

CKPG-TV, CKDV-FM & CKKN-FM, Divisions of  
Jim Pattison Broadcast Group LP  
Hereinafter referred to as “**the Company**”  
OF THE FIRST PART

**and**

Communications, Energy and Paperworkers  
Union of Canada – CLC  
hereinafter referred to as “**the Union**”  
OF THE SECOND PART

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## ARTICLE 1

### Intent

- 1.1 It is the intent and purpose of this Agreement to recognize the community interest between the Company and the Union and to this end, this Agreement is signed in good faith by the two Parties. The Agreement is therefore designed to set forth Clearly the rates of pay, hours of work and conditions of employment to be observed between the Parties.

## ARTICLE 2

### Definition of Bargaining Unit

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit as defined by the Canada Labour Relations Board in its decision of July 10, 1995, certifying CEP as the bargaining agent for a unit comprising of:

“all employees of CKPG-TV, CKDV-FM & CKKN-FM, Divisions of Jim Pattison Broadcast Group LP, excluding:

Board of Directors, President and Chairman, FM Sales Manager, AM Sales Manager, Salesperson(s), Creative Director, Administrative Secretary/Office Manager, Chief Accountant, Chief Engineer, Assistant General Manager, General Manager, Program Director(s), Promotion Co-ordinator, News Director, Traffic and Data Processing Manager,

Television Sales Manager, General Sales Manager, Payroll/Accounts Payable Clerk, Secretary to the Chief Accountants, Operations Manager(S).”

and any amendments thereto as mutually agreed by the Parties or as ordered by the Canada Industrial Relations Board.

### ARTICLE 3

#### Employee

- 3.1 The term “employee” as used in this Agreement shall mean any person, either male or female, employed in any classification included within the bargaining unit as defined in Article 23.3 of this Agreement. With regard to any future positions there shall be discussions between the Company and the Union as to whether or not the job shall be included within the bargaining unit; if agreement is not reached either party may refer the matter to the Canada Labour Relations Board.
- 3.2 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

### ARTICLE 4

#### Employee Categories

- 4.1 All regular 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 three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring after prior notice (and before the expiration of the first three (3) month period) to the Union (i.e. the CEP Regional Representative of the Local CEP President). During the probationary period (or any extended term thereof), the Company may release the employee at any time; however, such termination may be subject to the grievance procedure.
- 4.2 A part-time employee is defined as one hired to work on a regular basis for less than 40 hours per week, with a minimum tour of four (4) hours. Such employees shall be paid on an hourly basis at a rate equal to 1/80<sup>th</sup> of the bi-weekly salary applicable to the classification to which the employee is assigned. Part-time employees may work the standard work week for the purposes of relieving full-time employees who are off work due to the following reasons:
- (a) on vacation
  - (b) on leave of absence
  - (c) on maternity leave
  - (d) on sick leave
  - (e) on union business
  - (f) on training

- 4.2.1 Articles 30, 33, 34 & 36 shall not apply to part-time employees until or unless he/she has completed a tour of eight (8) hours in a day or forty (40) hours in a week, whichever is applicable.
- 4.2.2 The Parties recognize that circumstances do prevail which necessitate the hiring of part-time employees.
- 4.2.3 Part-Time employees who are subsequently hired on permanent staff without a break in service of more than ninety (90) calendar days shall be credited for all purposes with total accumulated hours, and seniority shall be calculated accordingly, except for purposes of calculating the probationary period, which begins with the start of regular full time work.
- 4.2.4 A part-time employee work less than the standard work week will be scheduled to work the days required. Days not so scheduled shall not be considered as scheduled days off.
- 4.2.5 The Company will not hire part-time employees for the deliberate purpose of avoiding hiring or reducing the number of fulltime employees.
- 4.3 Part-time employees shall be probationary employees for a period of Five hundred twenty (520) hours worked from the commencement of their employment with the company. The employer may extend the probation period up to a total of seven hundred fifty (750) hours from the commencement of their employment. The employee and the Union Local President shall be advised of such extension and the reasons therefore, in writing. Part-time employees shall retain their part-time status upon completion of the probationary period described herein. During the probationary period, the Company may release the employee at any time.
  - 4.3.1 In the event a regular part-time employee on lay-off works 20 or more hours per week (excluding sick leave) averaged over the previous twelve (12) week period, they shall be considered to have reverted to regular part-time status.
  - 4.3.2 Part-time employees shall be entitled to accumulate one (1) day of paid sick leave for every one hundred seventy three (173) hours worked, to a maximum of 12 (twelve) days, after establishing regular part-time status.
  - 4.3.3 When an aggregate number of part-time hours worked in any one job function exceeds forty (40) hours per week on a regular basis (maximum thirteen(13) 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 positions(s). Further, when the number of hours worked by any part-time employees in one or more part-time job functions averages forty (40) hours or more on a regular basis (maximum thirteen(13) consecutive weeks), the part-time employee shall convert to full time status. The calculation with respect to the foregoing shall exclude hours worked to cover for the absence of a full time employee on leave under this Agreement.

#### 4.4 Temporary Employees

The Company may utilize temporary employees to host or provide talent or other services for any production, produced or co-produced by the Company, as provided below:

- 4.4.1** A temporary employee is defined as one hired for a particular show or particular production. On any one day the number of temporary employees will not exceed ten percent (10%), rounded off to the nearest whole person, of the total bargaining unit. A waiver to allow the Company to exceed the above maximum for occasional labour intensive projects such as telethons, elections or special coverage of holiday weekends or festivals, will not be unreasonable withheld.
- 4.4.2** Temporary employees will not be used to displace employees as defined in Article 21.2.2, or to avoid hiring full-time employees.
- 4.4.3** None of the Articles of this Collective Agreement shall apply to “temporary employees” except as hereinafter provided:
- (a) Article 24 – Temporary employees shall be paid at an hourly rate appropriate to the scale and step to which they are assigned in accordance with industry experience.
  - (b) Article 27 – Tour of Duty: the following shall apply: basic hourly rate shall be paid at a minimum tour of four (4) hours.
  - (c) Article 29 – Days Off: Temporary employees working forty (40) hours or more per week shall have two (2) scheduled days off per week, designated by the Company.
  - (d) Article 30 – Work on Days Off
  - (e) Article 33 - Overtime
  - (f) Article 36 – Posting of Schedules: Temporary employees shall have their schedules posted (written in) as soon as reasonably possible after they are hired by the Company.
  - (g) Article 41 – Paid Holidays shall not apply. However, temporary employees required to work on a statutory holiday shall be paid one and one-half (1 1/2) times their basic 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) hours. In addition, temporary employees, working fifteen (15) over the previous thirty (30) days, shall receive statutory holiday pay calculated at five percent (5%) of regular earnings over the previous thirty (30) days.
- 4.4.4** Where such temporary employees are paid for their services by the Company, the Company will remit to the Union, an amount equivalent to the Union dues as defined in Article 6.1.1.
- This Article shall not apply to:
- (i) those people, duties or services contemplated in Article 21.2;
  - (ii) productions purchased from other Companies.
- 4.4.5** Temporary employees will not be hired for a period longer than three (3) consecutive calendar months. Any extensions thereof shall only be made by mutual agreement between the Parties and such mutual agreement will not be unreasonably denied.



## ARTICLE 5

### Management Rights

- 5.1 The Company shall be the sole judge of a performer's suitability for program requirements. Notwithstanding the foregoing, it is agreed that the Company must justify such decision on reasonable grounds should it deem an employee covered under this provision to be unsuitable.
- 5.1.1 Performers include all those who appear or are heard on air as regular program hosts and as more specifically identified in Letter of Understanding #8 of this Agreement.
- 5.1.2 Employees who are deemed unsuitable under the provisions of Article 5.1 may exercise their right to bump as per Article 18 or may forfeit their right to bump and accept a severance payment equal to ten (10) weeks pay plus an additional payment equal to three (3) weeks pay per year of service, to a maximum of fifty two (52) weeks, all inclusive.
- 5.2 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.
- 5.3 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 operations; judgment 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.
- It is further recognized that the responsibility of 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

### Union Security and Dues Check-Off

- 6.1 For all employees who are in the bargaining unit as defined in Article 2.1 as of the signing date of this Agreement, and all new employees who are hired within the bargaining unit, the Company agrees to deduct Union dues as defined in Article 6.1.1.
- 6.1.1 During the term of this Agreement, the Company agrees to deduct bi-weekly from each employee, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross by-weekly earnings of every employee

in the bargaining unit beginning on the date of signing of this Agreement, and for new employees on the date of hiring in the bargaining unit. The present rate of deduction is equal to two percent (2%) of the gross earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

- 6.1.2 The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian funds. The Company shall remit such dues by the fifteenth (15<sup>th</sup>) of the month following the month for which the dues are deducted, and shall include with such remittance a statement showing the names of the employees from whom deductions have been made, the respective amounts deducted and the employees within the bargaining unit who have left or joined the Company since the last payment.
- 6.1.3 A copy of this dues check-off list is to be forwarded to the Local Union Treasurer at the same time it is sent to the National Union Office.
- 6.1.4 Each year the Company will indicate on the T4 slips issued to employees the total amount of dues deducted at source and forwarded to CEP.

## ARTICLE 7

### Non-Discrimination

- 7.1 The Company and the Union agree to abide by the Canadian Human Rights Act and its regulations in regard to refusing to employ, or continuing to employ, any individual for reason of race, national or ethnic origin, colour, religion, age, sex, marital status, conviction for which a pardon has been granted, or physical handicap.
  - 7.1.1 The Company and the Union recognize that every individual has the right to a workplace that is free from personal harassment. Any employee who believes that they are being subjected to harassment must advise a member of management or the Company Harassment Committee. Complaints will be taken seriously and will be immediately investigated by the Company. If the complaint is found to be justified, action will be taken against the harasser, such action could include but not be limited to: apology, reprimand and possible termination of employment. When an employee is not satisfied with the outcome of an investigation he or she may file a grievance in accordance with Article 22 of this Agreement. The Parties agree that the discharge of normal supervisory duties does not constitute personal harassment.
- 7.2 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 7.3 A member of the bargaining unit who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union in respect of actions of any such member acting in a supervisory capacity in carrying on his/her

duties for the Company. Notwithstanding the foregoing, a bargaining unit supervisor shall not participate in any disciplinary meeting which involves another bargaining unit employee.

## ARTICLE 8

### Notification

- 8.1** The Company shall mail to the Regional Office of the Union and provide to the Local 824 President one (1) copy of each of the following, within seven (7) days, excluding Saturdays, Sundays and Paid holidays:
- (a) notice of hire, dismissal, promotion, transfer or demotion of any employee in the bargaining unit;
  - (b) notice of suspension or written warnings placed on an employee's file in the bargaining unit who has completed his/her probationary period;
  - (c) any notice pertaining to the agreed interpretation of this Agreement.
- 8.2** The Company will furnish two copies of seniority records once annually.
- 8.3** The Company shall, when notifying a person of his/her acceptance as an employee, provided in writing the starting rate of pay and the classification into which he/she is assigned.
- 8.4** Any notification to any employee required under the provisions of this Collective Agreement is understood to mean that the Company will notify the employee directly.

## ARTICLE 9

### Leave for Union Activities

- 9.1** Upon request by the Union, the Company will, where it is not disruptive to operations to do so, release with pay, up to two (2) employees named by the Union, plus the grievor, to attend grievance meetings with the Company. A request for release from work under this sub-section indicating the reasons for the request shall be submitted in writing at least two (2) working days in advance.
- 9.2** Upon request by the Union, the Company will, where it is not disruptive to operations to do so, release three (3) employees without pay to attend negotiation meetings with the Company. A request for release from work under this sub-section indicating the reasons for the request shall be submitted in writing at least seven (7) days in advance.
- 9.3** Efforts will be made to schedule grievance meetings without disrupting normal scheduling arrangements.
- 9.4** Subject to production and scheduling requirements, leave without pay will be granted for a reasonable time to no more than two (2) employees who have been duly authorized to

represent employees in order to attend Executive Council Meetings, Labour Conventions and Congresses. A request for leave under this sub-section, indicating the reasons for the leave and the period of time requested shall be submitted in writing at least fifteen (15) days in advance.

#### **ARTICLE 10**

##### **Union Access to Premises**

- 10.1** Where an accredited Union official wishes access to the Company's premises, or any of its operations, he/she shall submit a request to do so in writing to the Company not later than twenty-four (24) hours in advance. This time limit restriction and the request in writing may be waived in specific instances by an arrangement between the Union Representative and a Senior Representative of the Company. The notification shall indicate the reason for which access is requested.
- 10.2** Where authorization is given pursuant to 10.1 herein, it shall only be given to carry out observations at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Company.
- 10.3** Authorization requested pursuant to this Article shall not be unreasonably withheld.

#### **ARTICLE 11**

##### **No Strike Clause**

- 11.1** The Union will not cause, or permit its members or members of the Bargaining Unit to cause, nor will any member of the bargaining unit take part in any strike as defined in the Canada Labour Code, either sit down or stay in or any other kind of strike or any other kind of interference or any other stoppage, total or partial, during the life of this Agreement. The Company will not cause, engage in or permit a lockout during the life of this Agreement.

#### **ARTICLE 12**

##### **No Strike Breaking**

- 12.1** An employee covered by this Agreement shall have the right to cross or refuse to cross a legal picket line and such crossing or refusal to cross shall not be considered grounds for disciplinary action by either party to this Collective Agreement.
- 12.2** The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property owned or operated by a person other than the Company where a strike of any persons whose functions are similar to those covered by this Agreement is in progress.

## ARTICLE 13

### Use of Bulletin Boards

- 13.1** The Company agrees to the posting by the Union on designated notice boards, announcements regarding Union meetings, Union elections, Union social events, Union appointments and Union election results. All other matters concerning labour affairs will require prior authorization by the Company and approval by the Union before posting.
- 13.2** The notice boards referred to in Article 13.1 above shall be furnished by the Company.
- 13.3** The Company shall be furnished with a copy of all Union notices at the time of the Union's authorization request.

## ARTICLE 14

### Seniority

- 14.1** Seniority is defined as length of continuous service in the bargaining unit and shall be applied in determining preference for promotion, transfers, layoffs, recalls, vacation entitlement and Christmas/New Year's work scheduling as set out in the provisions of this Agreement.
- 14.2** Company seniority shall be deemed to have commenced upon completion of the initial probationary period and shall be retroactive back to the date of hiring by the Company.
- 14.3** Those employees who are transferred by the Company into a bargaining unit position shall receive full recognition under this provision for all continuous length of service.

## ARTICLE 15

### Seniority After Interrupted Service

- 15.1** In the event an employee who has completed his/her probationary period is laid off:
- 15.1.1** Such employee shall retain his/her seniority and recall rights as follows:
- (a) Six (6) months for those employees with less than one (1) year of Company seniority;
  - (b) One (1) year for those employees with one (1) year or more of Company seniority, but less than ten (10); and
  - (c) Eighteen (18) months for those employees with ten (10) or more years of Company seniority.

15.2 Seniority shall not accrue on leaves of absence of thirty (30) calendar days or longer.

15.3 In the event an employee is transferred to a position within the Company not covered by this Agreement, and subsequently returns to the status of an employee covered by this Agreement, his Company seniority shall be considered unbroken.

15.4 **Loss of Seniority**

Seniority shall be lost and the employee shall be considered terminated if;

- (a) he voluntarily leaves the employ of the Company;
- (b) he is discharged for just cause, and is not reinstated through the grievance procedure;
- (c) after a lay-off, fails for two (2) days to report for work on the date of return in accordance with the terms of recall or such other mutually agreed upon date;
- (d) the period of recall rights as outlined in Article 15.1.1 above has lapsed and such employee has not been recalled back to work in accordance with Article 19.

15.5 Seniority will continue to accrue while an employee is taking Maternity and/or child care leave as described in Article 48 (Maternity/Paternity Leave).

**ARTICLE 16**

**Promotions and Transfers**

16.1 The employee, in order of Company seniority, If he/she meets the occupational qualifications and ability set for the position by the Company, will be considered for transfer to fill a vacancy or to be promoted to fill a vacancy in a higher rated job. The employee, where appointed, will be given assistance and instruction in the higher rated job. Nothing in this Article precludes the Company from hiring outside when no person within the bargaining unit satisfies the ability and occupational qualification requirements.

16.2 Any vacancy in respect of a regular or part-time job shall be posted for a minimum of five (5) days (exclusive of Saturdays, Sundays, and Paid Holidays) prior to hiring outside or non-bargaining unit personnel for such vacancies. Nothing herein precludes the Company from staffing the posted job on an interim basis until the vacancy is filled.

Where the Company does not fill such job within ninety (90) days from the date of posting, the vacancy shall be deemed to be unfilled. Any decision to fill the job following the ninety (90) day period shall require re-posting in accordance with the provisions of this Article.

Postings shall include a general description of job requirements and other pertinent information. The Company shall not be unreasonable when setting such requirements.

- 16.2.1** All regular full and part-time employees applying for a posted position shall be interviewed.
- 16.2.2** Upon request, unsuccessful applicants will be informed of the reasons therefore by the Company.
- 16.3** An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of three (3) months. The Company may, with just cause, at any time during this trial period, return the employee to his former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that his promotion has been made permanent.
- 16.4** Without his/her consent, no employee shall be transferred to or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.
- 16.4.1** Without his/her consent, no employee shall be permanently assigned or transferred to another classification and the employee will not be penalized for such refusal.
- 16.5** Where an employee is promoted to a higher pay classification, he/she shall immediately move into the higher salary scale and receive a salary increase which is at least equivalent to one full increment in his former group, plus the amount necessary to place him on the scale in the new classification, and shall automatically progress upward on the annual or semi-annual anniversary date of the upgrading.
- 16.6** Full increment means the scale increases in pay that the employee would have next received had he/she remained in his/her former classification, or if he/she is at the top of his/her scale, the increase he/she last received in reaching the top rate.
- 16.7** Acceleration or progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progressions shall automatically occur on the annual or semi-annual date of the acceleration implementation.
- 16.8** No employee who has completed their initial probationary period shall be discharged without just cause.
- 16.9** An employee, when resigning, will give the Company two (2) weeks' notice in writing and where possible, three (3) weeks' notice unless otherwise specifically agreed upon between the Company and the Employee.
- 16.10** Should an employee voluntarily revert to a job group which is lower than his/her current job group, his/her rate will remain "red-circled" until such time as the increases in the lower group attain the level of his/her "red-circled" salary.

This provision shall not apply where such an employee posts under Article 16 (Promotions and Transfers) to a lesser classification or to an employee who, after having been promoted, fails to successfully complete his/her probationary period and is returned to his/her former classification.

## ARTICLE 17

### Upgrading

- 17.1** When an employee is temporarily assigned to perform work in a higher rated classification for any period in excess of one (1) hour in a tour the following shall apply:
- (a) the employee shall receive an additional premium of one dollar and twenty five cents (\$.25) for each hour so worked.
  - (b) at the time of such assignment, and employee shall be verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.
  - (c) the provisions of Article 17.1 shall not be used for the purposes of reducing the number of employees in the classification to which such employee is being upgraded.
- 17.2** The provisions of Article 17.1 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, 17.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods.
- 17.3** 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 and LTD), The employee so temporarily upgraded shall be verbally advised at the time of his/her assignment to a higher classification. Such advice shall also stipulate the probable duration of such temporary upgrading.
- 17.4** Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall have their workload adjusted when assigned to train other bargaining unit employees. Where adjustment is not possible, they shall be entitled to claim upgrading as per Article 17 when assigned to train other employees. The parties recognize that there is a difference between training and familiarization.
- 17.5** Should an employee be assigned additional duties on a permanent basis such that it results in a significant change in job content, the Parties agree to meet and negotiate an appropriate rate of pay. For the purpose of this clause, permanent basis means in excess of six (6) months. Where such negotiations fail to reach an agreement, either Party may refer the matter to arbitration in accordance with the provisions of Article 22.3. Step 4 of this Agreement.

## ARTICLE 18

### Layoffs

- 18.1** 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 23.

- 18.1.1** 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 18.3.1 or such amount as may be agreed between the employee and the Company.
  
- 18.2** 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. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualification of the job filled by the employee with less seniority. Employees must declare their intent to bump within seven days of receiving layoff notice or notice they are being bumped.
  - 18.2.1** Should an employee bump into a lower salary group in accordance with Article 18.2, his/her pay rate in effect at the time of the bump shall be frozen or “red-circled” until such time as the pay rate for the lower salary group catches up to the red-circled rate, after which such employee shall receive pay increases in accordance with the provisions of Article 24.
  - 18.2.2** 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.
  - 18.2.3** Employees who bump into a different classification shall retain recall rights, as set out under Article 15, to their former classification.
  - 18.2.4** Laid off employees must declare their intent to bump within seven (7) days. 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.
  
- 18.3** The Company shall provide advance written notice of lay off to an affected employee and the Union, or pay in lieu of such notice, in accordance with the following:

Notice Required	Length of Service
5 weeks	After Completion of Probation
6 weeks	5 years
8 weeks	10 years

Article 18.3 shall not be applicable in those instances where an employee is laid off (not working for the Company) and is subsequently offered temporary work and upon completion of such, is laid off again.

- 18.3.1** A laid off employee who has completed his/her probationary period may, at any time prior to the employee's recall period, opt to receive severance pay in an amount equal to three (3) weeks' pay per year of service, or portion thereof, with a minimum payment of four (4) weeks up to a maximum payment of sixty six (66) weeks. Where an employee accepts severance pay he/she shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.
- 18.3.2** Notwithstanding Article 18.3, the employee may elect to receive severance pay at any time after the date of layoff, in which case the employee shall be considered terminated and have no further rights of recall.
- 18.4** Upon request, an employee shall be paid all vacation pay, banked time off, overtime or any other outstanding monies owing on the last day of work prior to lay-off.
- 18.5** The Company agrees that it will not consistently schedule overtime in order to affect or extend lay-offs.
- 18.6** 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.
- 18.7** While an employee is laid off, the Company will continue both the employee's and its own portion of the payment of premiums for Medical Services Plan of B.C., dental, extended health and group life insurance, at the employee's request for the period of layoff up to a maximum of three (3) months or until the employee is eligible for benefits elsewhere, which ever first occurs. The employee's portion of this cost shall be recoverable by the Company from the employee after he/she has returned to work, and on a basis mutually satisfactory to the Company and the employee. Employees not called back to work prior to the expiry of their recall rights shall have such prepaid expenses deducted from any monies owing to them by the Company. The above mentioned benefits will be extended for a further three (3) months, provided the employee pays the full premium for such coverage in advance to the Company on a monthly basis.

If the laid off employee has five (5) or more years of continuous service with the Company as at the day of layoff, they shall be entitled to such payments being made on their behalf for a period of six (6) months from such date of layoff and the costs thereof shall not be recoverable from him/her by the Company.

## ARTICLE 19

### Recall From Layoff

- 19.1** 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. Re-

engaged employees must meet the qualifications and abilities set for the position by the Company.

Definition: “re-engage” means to return to work in a full time or regular part-time position.

- 19.2** Where any other part-time or temporary bargaining unit work becomes available for which a laid-off employee is qualified, the Company agrees to re-call, in order of Company seniority. However, re-call shall exclude all hours offered to the employee at the time of lay-off and rejected. Re-engaged employees must meet the qualifications and abilities set for the position by the Company.

Definition: “re-call” means to be called to work for any part-time or temporary work available.

Full-time employees laid off under Articles 18 or 21 shall be entitled to re-engagement or re-call rights for a term consistent with Article 15.

- 19.2.1** 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. For the purposes of this Article “regular hours” shall exclude overtime. However, hours worked on a day off (Article 30) to a maximum of eight (8) shall be included.
- 19.3** The Company’s responsibility will be considered fulfilled if the Company gives notice of re-engagement either by personal contact, by telephone or by registered mail to the employee’s last known address. The employee must notify the Company of his/her intentions within forty eight (48) hours of receipt of such telephone call or letter.
- 19.3.1** Where the employee is required to give notice to an employer prior to returning from recall, or is required to travel back from out of town and that travel cannot be accomplished in time to meet the date of recall indicated in the notice of re-engagement, the Company and the employee may mutually agree to an appropriate alternate date.

## **ARTICLE 20**

### **Expressions of Dissatisfaction**

- 20.1** An employee shall be given any written expression of dissatisfaction concerning his/her work within a period of ten (10) days of the circumstances or incident becoming known to his/her department supervisor which gave rise to the need for an expression of dissatisfaction.
- 20.1.1** The employee shall sign the expression of dissatisfaction acknowledging receipt. Such signature shall not be considered as concurring with the contents.
- 20.2** The employee’s written reply to such complaint or accusation, if received within ten (10) working days after he/she has been given the notice referred to above, shall become part of his/her record. If such reply is not so received, it will not become part of his/her record for use by him/her at any time.

- 20.3** An Employee shall have access to his/her personnel file in the presence of his/her immediate non-bargaining unit supervisor during office hours, at a mutually agreeable time.
- 20.4** The foregoing time limits are exclusive of absences with leave, including vacation, or out-of-town assignments.
- 20.5** The Company shall give serious consideration to any request by an employee for a review of his/her personnel file for the purpose of removing any disciplinary letter which is at least two (2) years old. In addition, and subject to receiving a request to do so by the employee, the Company shall remove any disciplinary letter that is three (3) years old, and return it to the employee, if there has been no subsequent related or unrelated letters placed on the employee personnel file.
- Employees may make such requests on a semi-annual basis.
- 20.6** The employee shall be informed, at least two hours prior to the scheduled meeting time, of his/her right to have a Union Officer present at any meeting where the employee will be given any form of discipline in writing.

## ARTICLE 21

### **Jurisdiction and Technological Change**

- 21.1** The Company agrees that it will not transfer, assign, contract or subcontract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other person(s) or to any other company or its employees unless otherwise specifically allowed under provisions of this Collective Agreement or as required under CRTC licensing provisions.
- 21.2** 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 are recognized by the Union and the Company and there shall be no requirements to alter such practices:
- (a) outside contractors retained by the Company for specific installation and modification of equipment.
  - (b) the Chief Engineer may perform maintenance and installation functions and operation work.
  - (c) the News Director may perform duties of a News or Sports Reporter/Announcer, and all other news, sports, and public affairs duties in the execution of his/her normal job function.
  - (d) the Radio and Television Stations Managers, Promotion Managers, Program Directors, Creative Directors and Salespersons may perform on air and/or production functions, or operation and productions functions.

- (e) for the purpose of New/Sports/Public Affairs coverage the Union agrees that the Employer shall not be restricted in any way in the use of casual freelance reporters. Nothing in the Article shall preclude the Employer from using such services as Western Information news Service, Broadcast News and/or any accredited or affiliated news or network service or any voice reports or news or sports material supplied by outside sources.
- (f) the Union agrees that for the purposes of “live” play by play sports broadcasts the employer may use freelance commentators and announcers. It is understood that freelance sports commentators and/or play by play personnel will not displace news/sports positions or personnel.
- (g) the Union agrees that the Employer may use advertising copy and materials prepared and/or performed by persons or firms outside the bargaining unit.
- (h) computer functions.
- (i) notwithstanding Article 21.1, the Company may at its discretion contract out work where suitably qualified staff and/or equipment are not available to complete the work within the time limits required.
- (j) the Administration Secretary/Office Manager and the Secretary to the Chief Accountant may perform any clerical function.

**21.2.1** It is agreed by the parties that subsections (a) – (j) inclusive represent a clear understanding of duties performed by certain non-bargaining unit employees.

The Parties recognize that further expansion of duties may be subject to the grievance procedure in this contract if either party feels the intent of the Article is being abused.

**21.2.2** The Company agrees it will not use the provisions of Article 21.2 above, where such results in or contributes to: a reduction in hours of work; a layoff; failure to recall a laid off employee; or failure to fill a bargaining unit position. It is agreed that the foregoing is not intended to restrict the existing practices with respect to Article 21.2.

**21.2.3** Notwithstanding Article 21.2.2, the parties agree that current operating practices, as at the date of signing of this Agreement, shall continue.

**21.2.4 Practicum Students**

The Union agrees to allow the use of students on practicum to perform bargaining unit functions when such students are assigned to work under the supervision of a manager or bargaining unit member. The Company and the Union agree that the purpose of a practicum is to compliment the student’s learning experience through on the job work experience. The Union therefore agrees to allow practicum students to perform bargaining unit work. Practicum students shall not be used to displace regular employees or to reduce or eliminate any payments, premiums or benefits that would normally be available to bargaining unit members.

### 21.3 Technological Change

“Technological Change” shall be defined as:

- 1) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; and
- 2) A change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of the equipment or material that affects the terms, conditions or security of employment of one or more employees to whom this Collective Agreement applies

**21.3.1** Any equipment or process introduced under the provisions of this Article that replaces equipment or a process currently operated by the employees of the bargaining unit shall be operated by the employees in the bargaining unit. Nothing in this Article shall preclude the operation of such equipment or process by persons outside of the bargaining unit as permitted under Article 21.2.

**21.4** Where employees affected by technological change cannot be retrained in order that they continue in their existing function, or choose not to accept work in a different classification, the following provisions of Article 21 shall apply. However, opportunities for retraining shall not be unreasonably denied.

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

The Company shall give the above notice to the Union in writing, stating the nature of changes contemplated and the number of jobs likely to be affected. Within a reasonable period following the receipt by the Union of such notice, the Parties shall meet to discuss the implications of such technological change for the purpose of determining available and reasonable alternatives to the layoff of employees.

In addition, an employee laid off due to technological change shall receive severance pay in accordance with Article 18.

**21.6** Notwithstanding Article 21.5, the employee may elect to receive severance pay at any time after the date of layoff, in which case the employee shall be considered terminated and have no further rights of recall.

**21.7** The Company will provide such employees reasonable time off to a maximum of eight (8) hours per week without loss of basic pay to the interviewed for positions outside the Company.

**21.8** Upon request, an employee shall be paid all vacation pay, banked time off, overtime or any other monies owing on the last day of work prior to lay-off.

**21.9** It is understood between the Parties, that any bargaining unit employee displaced by programming originating from a satellite or network feed will be considered displacement

because of a change in technology. This will not stand as the only description of a change in technology.

- 21.10 It is agreed that the above provisions satisfy all of the requirements under the Canada Labour Code respecting technological change.

## ARTICLE 22

### Grievance Procedure

#### 22.1 Definition of Grievance

“Grievance” means any complaint or claim brought by the Company or the Union or by any employee concerning discipline or discharge, or relating to wages, hours of work or working conditions, or related to interpretation, application or alleged violation of this Agreement.

- 22.2 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.
- 22.3 In the event of a grievance in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

All grievances shall first be discussed informally with the appropriate department manager or management designee in an attempt to settle the same before reducing the matter to writing and filing of same in Step 1 herein. If an employee so wishes, he/she may be accompanied by his/her local union representative.

**Step 1:** A grievance shall be reduced to writing and a copy thereof received by the General Manager of the Company or his/her designee and the International President of the Union or his/her designee within ten (10) working days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.

**Step 2:** The Grievance shall be discussed with the General Manager of the Company or his/her designee and the Local Grievance Committee consisting of not more than two (2) members plus the grievor. Such discussions will deal with grievances of which at least two (2) days notice shall be received. Such meetings shall take place within ten (10) working days of the request by either party for a meeting.

**Step 3:** If the grievance is not settled within ten (10) working days after the meeting described in Step 2, the matter shall be referred to the General Manager of the Company and the International President or their designees for further discussion and consideration.

**Step 4:** 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 3, submit the grievance to binding arbitration. The Parties shall, within ten (10) days of 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 the 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 the express consent of both Parties. 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.

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

**22.5 Time Limits**

Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, and paid holidays, and may be extended by mutual consent.

**22.6** In dismissals and matters of general concern where time is of the essence, the grievance may be discussed at Step 3 by mutual agreement 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 this Article.

**ARTICLE 23**

**Jobs and Groups**

**23.1** The term “job” as used in this Agreement means a specific assignment of work. More than one employee may be employed in the same job.

**23.1.1** It is further recognized that a particular assignment of work may include duties performed by employees in higher or lower rated jobs on a regular or temporary basis.

**23.1.2** Article 23.1.1 above is intended for clarification purposes only with regard to a claim(s) for upgrading in accordance with Article 17 of this Agreement and does not contemplate the implementation of major structural changes to any job covered by this Agreement except in emergency circumstances of a temporary nature.

**23.2** The term “group” as used in this Agreement means a number of jobs grouped together and to which a common wage or salary scale is applicable.

**23.2.1** Co-op Education Student (part-time or temporary relief) contemplates student employment in various classifications where the student does not have the skills to do the complete job, but can nevertheless be a contributor and assist in covering holidays, etc. May include technical maintenance, accounting or other functions not presently listed in Group 1. Co-op Education Student employment shall not exceed three (3) months



23.3 The Following are the jobs and groups to which this Agreement applies:

Group 1: Switchboard/Receptionist, Clerk/Typist, Traffic/EDP, Switcher (part-time), Radio Operator, Part-Time Announcer, Co-op Education Student (part-time or temporary relief)

Group 2: News/Sportsperson, Traffic/EDP 2, Secretary, Master Control Operator, ENG/EFP Cameraperson, Writer/Producer, Announcer, Accounting, Photojournalist I

Group 3: Maintenance Technician, Accounting 2, Writer/Producer 2, News/Sportsperson 2, Production Switcher/Director, Announcer 2, ENG/EFP Cameraperson 2, Photojournalist 2, Editor /Computer Graphics 1

Group 4 New/Sportsperson 3, Maintenance Technician 2, Technical Director, Sports Director, Announcer 3, Editor/Computer Graphics 2, Master Control Supervisor

Group 5: Announcer 4, Assistant Technical Manager, Editor/Computer Graphics 3  
 With the exception of Announcer, where any of the above job titles is designated by the number 2 or 3 it shall denote either merit or senior consideration.

23.4 It is agreed that the hiring of employees in the Photojournalist job classification as set out in Articles 23 and 24 of this Agreement shall not directly or indirectly result in the layoff or displacement of any employee.

**ARTICLE 24**

**Salary Scales**

24.1 The following rates are minimum:

Group I: Switchboard/Receptionist, Clerk/Typist, Traffic/EDP, Switcher (part-time), Radio Operator, part-time Announcer, Co-op Education Student (part-time or temporary relief)

<b>Group I</b>					
<b>April 1/10</b>	<b>1.5%</b>	<b>1.0%</b>	<b>1.0%</b>	<b>1.5%</b>	<b>1.5%</b>
\$908	\$922	\$931	\$940	\$954	\$969
\$1,058	\$1,074	\$1,085	\$1,095	\$1,112	\$1,129
\$1,097	\$1,113	\$1,125	\$1,136	\$1,153	\$1,170
\$1,202	\$1,220	\$1,232	\$1,245	\$1,263	\$1,282
\$1,244	\$1,263	\$1,275	\$1,288	\$1,307	\$1,327
\$1,287	\$1,306	\$1,319	\$1,333	\$1,353	\$1,373
\$1,329	\$1,349	\$1,362	\$1,376	\$1,397	\$1,418
\$1,365	\$1,385	\$1,399	\$1,413	\$1,435	\$1,456

Group II: News/Sportsperson, Traffic/EDP 2, Secretary, Master Control Operator, ENG/EFP Cameraperson, Writer/Producer, Announcer, Accounting

**Group II**

<b>April 1/10</b>	<b>1.5%</b>	<b>1.0%</b>	<b>1.0%</b>	<b>1.5%</b>	<b>1.5%</b>
\$1,232	\$1,250	\$1,263	\$1,276	\$1,295	\$1,314
\$1,280	\$1,299	\$1,312	\$1,325	\$1,345	\$1,365
\$1,402	\$1,423	\$1,437	\$1,452	\$1,473	\$1,496
\$1,451	\$1,473	\$1,487	\$1,502	\$1,525	\$1,548
\$1,504	\$1,527	\$1,542	\$1,557	\$1,581	\$1,604
\$1,550	\$1,573	\$1,589	\$1,605	\$1,629	\$1,653
\$1,591	\$1,615	\$1,631	\$1,647	\$1,672	\$1,697

Group III: Maintenance Technician, Accounting 2, Writer/Producer 2, News/Sportsperson 2, Production Switcher/Director, Announcer 2, ENG/EFP Cameraperson 2, Photojournalist, Editor /Computer Graphics 1

**Group III**

<b>Apr 1/10</b>	<b>1.5%</b>	<b>1.0%</b>	<b>1.0%</b>	<b>1.5%</b>	<b>1.5%</b>
\$1,437	\$1,459	\$1,473	\$1,488	\$1,510	\$1,533
\$1,492	\$1,514	\$1,530	\$1,545	\$1,568	\$1,592
\$1,636	\$1,661	\$1,677	\$1,694	\$1,719	\$1,745
\$1,689	\$1,714	\$1,731	\$1,749	\$1,775	\$1,802
\$1,751	\$1,777	\$1,795	\$1,813	\$1,840	\$1,868
\$1,805	\$1,832	\$1,850	\$1,869	\$1,897	\$1,925
\$1,856	\$1,884	\$1,903	\$1,922	\$1,951	\$1,980

Group IV New/Sportsperson 3, Maintenance Technician 2, Technical Director, Sports Director, Announcer 3, Editor/Computer Graphics 2, Master Control Supervisor

**Group IV**

<b>Apr 1/10</b>	<b>1.5%</b>	<b>1.0%</b>	<b>1.0%</b>	<b>1.5%</b>	<b>1.5%</b>
\$1,668	\$1,693	\$1,710	\$1,727	\$1,753	\$1,779
\$1,731	\$1,757	\$1,775	\$1,792	\$1,819	\$1,846
\$1,895	\$1,923	\$1,943	\$1,962	\$1,992	\$2,021
\$1,963	\$1,992	\$2,012	\$2,032	\$2,063	\$2,094
\$2,030	\$2,060	\$2,081	\$2,102	\$2,133	\$2,165
\$2,097	\$2,128	\$2,150	\$2,171	\$2,204	\$2,237
\$2,153	\$2,185	\$2,207	\$2,229	\$2,263	\$2,297

Group V: Announcer 4, Assistant Technical Manager, Editor/Computer Graphics 3

**Group V**

<b>Apr 1/10</b>	<b>1.5%</b>	<b>1.0%</b>	<b>1.0%</b>	<b>1.5%</b>	<b>1.5%</b>
\$2,053	\$2,084	\$2,105	\$2,126	\$2,158	\$2,190
\$2,135	\$2,167	\$2,189	\$2,211	\$2,244	\$2,277
\$2,339	\$2,374	\$2,398	\$2,422	\$2,458	\$2,495
\$2,420	\$2,456	\$2,481	\$2,506	\$2,543	\$2,581
\$2,504	\$2,542	\$2,567	\$2,593	\$2,632	\$2,671
\$2,587	\$2,626	\$2,652	\$2,679	\$2,719	\$2,760
\$2,654	\$2,694	\$2,721	\$2,748	\$2,789	\$2,831

**24.2 Remote Technical Set-Up**

Where an employee has been assigned to perform set-up and tear-down work on remotes and he/she is not being compensated for such time spent under any other Article of this Agreement, he/she shall be paid a flat fee of fifty two dollars (\$52.00) per remote.

**ARTICLE 25**

**General Wage Provisions**

- 25.1 Employees shall be paid according to the wage schedule in Article 24 at the step of the salary group to which they are assigned with credit for years of service within the salary group and any credit for industry experience, educational qualifications recognized by the Company at the time of hiring, however temporary assignments to a job in a higher pay group shall be paid in accordance with the provisions of Article 17.
- 25.2 Progression up the salary schedule within each salary group on an increment step shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of employment with the Company, as per Article 24, I.e. employees hired from the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) of the month shall receive increases effective the first (1<sup>st</sup>) day of the month and employees hired from the sixteenth (16<sup>th</sup>) to the last day of the month shall receive increases effective the first (1<sup>st</sup>) day of the next month unless otherwise specified.
- 25.3 For the purpose of calculating an employee's hourly rate, his/her bi-weekly salary shall be divided by eighty (80).
- 25.4 An employee shall be paid every second Friday. Where a regular pay day falls on a Paid Holiday, employees shall be paid the working day immediately prior.

- 25.5** Each employee shall complete a time sheet as prescribed by the Company. This time sheet shall be signed by the employee and submitted to his/her immediate supervisor for verification. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the time sheets. It is the responsibility of the employee to complete and submit time sheets in an accurate and timely manner as directed by the Company. 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 time sheets, the employee involved shall have access to his/her pay records upon reasonable notice to the Company.
- 25.6** Payment of overtime and other premiums shall be made not later than the pay period following the pay period such overtime or other premiums are earned and the required information is properly recorded on time sheets.

## **ARTICLE 26**

### **Work Week**

- 26.1** Unless otherwise mutually agreed between the Parties, the full-time work week shall be forty (40) hours per week. Notwithstanding the foregoing, clerical/administration staff hired at thirty seven and one-half (37 ½) hours per week shall continue to work thirty seven and one-half (37 ½) hours per week. The normal work week shall commence at 12:01 a.m. on Sunday.
- 26.1.1** Clerical/Administration of Creative Department staff are those employees working in secretarial positions, receptions, traffic, computer operators, accounting department and writer/producers.

### **26.2 Optional Work Weeks**

Optional work weeks are described in Articles 26.3 and 26.4 of this Agreement. Where an Optional Work Week proposal is made, in accordance with Articles 26.3 and 26.4 of this Agreement, that violates any Article (s) of this Collective Agreement, such proposal shall be referred to the CEP Regional Office for review prior to the implementation of such proposal. Where the Union deems appropriate, it may provide a written waiver for Articles that are in conflict in order that the proposal becomes acceptable to both Parties.

- 26.2.1** The Optional Work Weeks may be discontinued at any time by either party. Where the employee initiates such action, two (2) weeks written notice shall apply. Where the Company initiates the discontinuance, all waivers shall be discontinued simultaneously and the Company will pay any premiums that may result from the discontinuance.

### **26.3 Flexible Work Week**

Employees may, subject to approval by the Department Manager, determine the most suitable arrangements of hours of work in accordance with the following guidelines:

- (a) variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.

- (b) meal periods shall be at a mutually agreeable time and duration.
- (c) the hours of work selected must be adequate as to perform the work required.

Operation/Production employees must work a minimum of eight (8) hours per day and forty (40) hours per work week, over a minimum of four (4) days per work week, exclusive of lunch periods.

#### **26.4 Modified Work Week**

Modified work week is an organization of the hours of work agreed to by the Company and the Union to provide fewer, but longer working days, or work days with irregular lengths such as those created by assignments to road trips for play by play sports broadcasts. Any such modification shall be arranged so the total number of hours worked biweekly is 80 (eighty) hours.

**26.4.1** Employees, or the Company may submit proposals to each other to establish a Modified Work Week.

**26.4.2** The Criteria necessary for operation of the Modified Work Week are:

- (a) The hours of work selected must be adequate as to perform the work required.
- (b) No appreciable additional cost to the Company will result from the implementation of it.

**26.4.3** All parties shall be informed of the decision regarding proposals within fifteen (15) working days of submission. The time limit may be extended if mutually agreed between the parties.

#### **26.4.4 Days Off and Additional Meal Periods**

Employees working "Modified Work Week" will be entitled to three (3) consecutive days off whenever operationally possible and shall only have access to the provisions of Article 31.3, second meal periods, after working ten and on quarter (10 ¼) hours in any one day.

### **ARTICLE 27**

#### **Tour of Duty**

**27.1** A tour of duty shall mean the scheduled and/or assigned time worked by an employee, including overtime, during any twenty-four (24) hour period, calculated to the last quarter (1/4) hour in which work was performed; provided that if it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

**27.1.1.** The normal full-time tour of duty shall be eight (8) hours per day and shall be exclusive of meal breaks unless otherwise provided for in this Agreement.

**27.1.2** No Employee may refuse overtime scheduled within a tour of duty.

27.2 Split shifts may be assigned to operational/production personnel, where coverage of a local or network political, economic, social, sporting, or production event would disrupt the applicable employee(s) normal tour of duty.

## ARTICLE 28

### Excessive Hours and Safety

28.1 The Company agrees to give proper attention to the health and safety of its employees.

28.2 Having due regard to health and safety and having regard for the work to be performed, the Company agrees to try to schedule the work load so that any individual employee is not unnecessarily and repeatedly scheduled to work excessive overtime hours.

28.3 Where potentially dangerous or hazardous work conditions are involved, all reasonable safety and precautionary measures shall be taken.

28.3.1 Maintenance Technicians will not be required to climb transmitter towers.

28.4 The Company agrees to supply protective safety clothing, and/or safety devices for employees on assignments (e.g. remotes, towers) where conditions require their use and to supply other special attire where required by the Company. It is understood that such safety apparel and/or safety devices and special attire will remain the property of the Company and shall be returned in good condition on demand. It is expected that employees supply attire appropriate to climatic conditions in which work is to be performed.

28.5 The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to him by the Company.

28.6 The Employer shall make every reasonable effort to reassign a pregnant employee required to regularly work on VDT's (Video Display Terminals), providing such employee request in writing the re-assignment.

## ARTICLE 29

### Days Off

29.1 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 29.5 (below) there shall be eighty-four (84) hours between the end of the last tour and the beginning of the next tour. When an employee is moved or transferred from one shift to another shift, the twelve

(12) hour turn-around period shall not be included for the purpose of defining the scheduled days off.

**29.2** A 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.

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

**29.4** There shall be two (2) consecutive days off, except by mutual agreement between the Company and the employee. Further, these two (2) days off may be in separate work weeks (i.e. Saturday and Sunday)

Where, by mutual agreement, days off are not consecutive, the provisions of Article 30 (work on days off) shall not apply [i.e. where a sixth (6<sup>th</sup>) day in a given work week is worked in order to facilitate a shift change].

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

**29.6** The Company shall make every reasonable effort to schedule days off on weekends as frequently as possible.

**29.6.1** Persons hired to fill positions or who are transferred to positions which include weekend shifts or programs are excluded from Article 29.6 above.

## ARTICLE 30

### Work on Days Off

**30.1** When an employee works on a scheduled day off, work performed up to and including eight (8) hours on that day shall be compensated as follows:

**30.1.1** If work is performed or credited on one (1) day off in a week, time and one-half (1 ½) for all hours worked with a minimum credit of four (4) hours.

**30.1.2** If work is performed or credited on consecutive days off, time and one-half (1 ½) basic for the first day worked and double (2) time for the other day off work in that sequence with a minimum credit of four (4) hours.

**30.1.3** If work is performed or credited on one (1) day off in a week, double (2) times basic for all hours worked between the finish of the eighth (8<sup>th</sup>) hour worked and the twelfth (12<sup>th</sup>) hour worked.

**30.1.4** If work is performed or credited on consecutive days off, double (2) times basic for the first (1<sup>st</sup>) day for all hours worked between the finish of the eighth (8<sup>th</sup>) hour worked and the twelfth (12<sup>th</sup>) hour worked; and two and one-half (2 ½) times basic for any other day

worked in that sequence for all hours worked and between the finish of the eighth (8<sup>th</sup>) hour worked and the twelfth (12<sup>th</sup>) hour worked.

- 30.2** When the hours worked or credited on any day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at two and one-half (2 ½) times basic for all hours worked.
- 30.3** The provision of Article 33 (Overtime) of this Agreement shall not apply to work on (a) day(s) off.
- 30.4** The provisions of Article 35 (Turn-around) of this Agreement shall not apply to work on (a) day (s) off.
- 30.5** All work on days off, in order to qualify for compensation must be authorized or approved by the appropriate manager prior to the work being performed.
- 30.6** Part-time employees are excluded from this provision unless and until a full-time work week has been completed immediately prior to such additional work being worked on the sixth or seventh day in a work week.

## ARTICLE 31

### Meal Provisions

#### **31.1 First Meal Period**

For all employees whose tour of duty is eight (8) hours or more, the following shall apply:

- 31.1.1** A first meal period of sixty (60) minutes shall be assigned beginning not earlier than the start of the third (3<sup>rd</sup>) hour of the tour and ending not later than the end of the sixth (6<sup>th</sup>) hour of such tour.
- 31.1.2** When an employee is not given a first meal period as provided in Article 31.1.1 above, he/she shall receive, in addition to his/her regular pay, compensation equal to one-half (1/2) times his/her basic hourly rate for each hour worked, with a minimum credit of one (1) hour, until the start of his/her actual first (1<sup>st</sup>) meal period.
- 31.1.3** The sixty (60) minute meal period referred to in Article 31.1.1 above, may be reduced or eliminated by mutual agreement between an employee and he/she department manager, provided this does not result in the employee working more than eight (8) hours at the basic rate of pay. Where an employee requests to eliminate the meal period, he/she will not receive meal displacement compensation.
- 31.2** Notwithstanding Article 31.1.1, Master Control, on-air personnel, News Personnel and mobile crews shall continue the present practice in receiving meal break:

It is therefore understood that unscheduled meal breaks may be taken at any time within the tour of duty, subject to operational requirements. Employees shall continue to eat in designated areas only unless his/her assignment has required them to work outside the station.



Where meal breaks are neither scheduled nor taken due to operational requirements, such affected employees shall be entitled to claim a maximum of one (1) hour meal displacement credit.

- 31.2.1 The Company will provide a suitable area near Master Control so employees working in that department can consume food and beverages while on shift.
- 31.2.2 Employees who receive meals while on an assignment are not entitled to receive meal displacement compensation, but will be entitled to receive overtime or other premiums where applicable.
- 31.3 A second meal period of not less than thirty (30) minutes shall be assigned for tours of duty of ten (10) or more hours. In the event that the second meal period is not taken the employee will receive thirty (30) minutes pay as time worked, at the appropriate rate.

## ARTICLE 32

### Rest Period

- 32.1 All employees shall be entitled to two (2) inclusive fifteen (15) minutes rest periods during each full-time tour of duty. One such rest period may be taken in the first half of the tour prior to taking their meal break and the other in the second half of the tour following such meal break. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods will not be unreasonably withheld.  
It is recognized that employees may not, from time to time, be able to formally take breaks periods as contained herein. It is understood that in such instances there shall be no claim by the employee or the union for restitution in any form.

## ARTICLE 33

### Overtime

- 33.1 Except as indicated in Article 27.1.2, employees may refuse to work overtime. If all qualified employees in the job classification refuse to work, the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of the Company seniority within the functional group. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime, except in an emergency.

Definition: "Qualified Employee" shall be any as determined by the Company.

- 33.2 When an employee works overtime, except for overtime where provision is made for the payment thereof elsewhere in this Agreement, the employee shall be compensated as follows:
  - 33.2.1 All employees:

All time worked or credited in excess of the first eight (8) hours of work in a tour of duty shall be compensated as follows:

- (a) For the first four (4) hours of overtime work, time and one-half (1 ½) the employee's basic hourly rate.
  - (b) For all overtime hours worked in excess of the first four (4) hours of overtime work, double (2) times the employee's basic hourly rate.
- 33.3** 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.
- 33.4** All overtime, in order to qualify for overtime compensation, must be authorized or approved by the appropriate manager prior to work being performed.
- 33.5** Where operational requirements permit, at the request of the employee and providing mutual agreement between the appropriate Manager and the affected employee is obtained, and employee may complete an overtime assignment at a convenient time, however, no additional expense shall accrue to the Employer where such flexibility is afforded.

## **ARTICLE 34**

### **Call-Back**

- 34.1** Call-Back is defined as time worked or credited by an employee who, having completed his/her tour of duty and having left his/her place of work, returns to perform further work during the period following the end of one tour of duty and prior to the start of his next tour of duty exclusive of work on a day off. Where a call-back extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.
- 34.1.1** Call-back is not scheduled overtime as defined in Article 33. Where an employee is advised during his/her tour of duty that additional work is required before the start of the next tour of duty, the provisions of Article 33 apply. Where an employee has not been advised of the requirements for such additional work before the end of his/her tour and the employee has left the workplace assuming the tour of duty is complete, he/she is entitled to compensation under Call-back provisions.
- 34.2** An employee called back to work shall be paid one and one-half (1 ½) times his/her basic hourly rate for work performed on call-back, with a minimum credit over three (3) hours including travel time. If work performed on call-back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at double (2) times the basic hourly rate.

## **ARTICLE 35**

### **Turn Around Period**

- 35.1** 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.
- 35.2** To the extent that time worked by an employee encroaches on a turn-around period, as referred to in Article 35.1 above, the start time of his/her next tour of duty may by mutual

agreement between the employee and his/her department manager be adjusted to the extent of the encroachment. In such cases, the posting requirements of Article 36 shall not apply.

**35.2.1** Where scheduled start time of the employee's next tour of duty is not adjusted pursuant to Article 35.2 above, he/she shall be compensated as follows:

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 (½) times basic for the portion of such assignment which encroaches on such turn-around period.

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

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

**35.3.2** On a swing-shift where employees are on a regular rotating shift pattern, in conjunction with an employee's regular scheduled day off, or where there is a regular shift pattern change normally scheduled within a work week provided that such shifts have been mutually agreed between the Company and the affected employee.

**35.3.3** A regularly rotating shift pattern is characterized as follows: the employee regularly works three night shifts and two day shifts, or two night shifts and three day shifts, or some other similar combination of nights and days.

**35.3.4** Time credited but not worked.

## ARTICLE 36

### Posting of Schedules and Change of Starting Time

**36.1** Each employee's schedule for any week shall be posted as early as possible, but in no event later than twelve (12:00) noon on the Wednesday immediately prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his/her work schedule at the earliest possible time.

**36.1.1** Each employee's schedule shall state clearly daily starting time, meal period(s), finish time and days off.

**36.1.2** In the event that the employee's schedule for any week is not posted in accordance with Section 36.1 and 36.1.1, his/her previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of this Agreement.

**36.1.3** After posting and subject to 36.1.5 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being posted by twelve o'clock (12:00) noon of the day prior to the day in question. The Company shall make every reasonable effort to contact the employee with notice of such change.

**36.1.4** Notice of change of starting time shall be given by 12:00 noon two (2) days before the day affected. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.

**36.1.5** The notice referred to in 36.1.3 and 36.1.4 herein shall be deemed to be waived where unforeseen circumstances such as natural disaster, sickness, accident, network scheduling changes, compassionate leaves, late breaking news stories and news conferences called by the organizers with less than forty-eight (48) hours notice, beyond the control of the Company prevail on the day in question.

**ARTICLE 37**

**Automobile Expenses**

**37.1** Where an employee uses his/her motor vehicle for transportation in connection with Company business where the same is authorized or approved by a designated Supervisor or Department Manager, he/she shall be reimbursed at the rates set out below, with a minimum payment of three (\$3.00) dollars for each completed trip:

<b>Effective Date</b>	<b>Reimbursement</b>
01-Apr-08	.45 per kilometre
01-Apr-09	.48 per kilometre
01-Apr-10	.50 per kilometre

**37.2** The use of an employee’s car on Company business is not compulsory, and he/she may decline to do so.

**37.3** The Company will pay the deductible portion of collisions insurance to a maximum of three hundred fifty (\$350) dollars for any claim arising out of an accident which occurs while an employee is required to use his/her own vehicle in the performance of their duties.

The Company will not consider any payment where the accident was due to employee negligence and/or such negligence was proven in a Court of Law to be the result of the illegal use of alcohol or drugs (i.e. impairment).

**ARTICLE 38**

**Location Definition and Expenses**

**38.1** For the purpose of this Agreement an out-of-town location is defined as any point beyond a forty-five (45) mile or seventy-two (72) kilometer radius of 1810 – 3<sup>rd</sup> Avenue, Prince George, B.C. or requiring overnight accommodation.

**38.2** When an employee is assigned to an out-of-time location where he/she is not required to remain overnight, the Company shall pay the following meal compensation:

	<b>April 1/08</b>	<b>April 1/09</b>	<b>April 1/10</b>
Breakfast	\$10.00	\$11.00	\$12.00
Lunch	\$12.00	\$13.00	\$14.00
Dinner	\$22.00	\$23.00	\$24.00

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

**38.3** When an employee is assigned to an out of town location where he/she is required to remain overnight, the Company will provide reasonable single room accommodation.

**38.3.1** Employees who are provided overnight accommodation shall receive a per diem as set out below to cover the costs of meals and personal expenses:

Effective Date	Per Diem
April 1, 2008	\$50.00
April 1, 2009	\$51.00
April 1, 2010	\$52.00

**38.3.2** The Company will pay actual expenses for the following:

- (a) Air Travel – economy air fare.
- (b) Ground Transportation – Airport Limousine shall be used where available, otherwise actual taxi expenses will be paid.

**38.4** Where an employee requires an advance to cover travelling and location expense, he/she shall apply for such advance as far ahead of his/her scheduled departure time as is practical. An employee who had incurred expenses shall submit an accounting of expenditures and accompanying receipts within five (5) days of his/her return.

**38.5** The Employer reserves the right to make contra and/or all-inclusive package arrangements for the provision of meals, accommodation and/or travel. Any such meal inclusion shall be deducted at the appropriate value from any listed entitlements.

**38.6 Promotional Travel**

Notwithstanding any other provisions contained in this Agreement, where promotional opportunities are offered by the Company to employees, the specific terms and conditions of acceptance and compensation therefore shall be mutually agreed between the Company and the employee(s) concerned. Employees may choose to not participate in such offers and shall not be disciplined for any such refusal. Employees shall be made aware that such opportunities may be a taxable benefit.

**ARTICLE 39****Travel**

- 39.1** When an employee travels out-of-town (as defined in Article 38) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty.
- 39.2** When the employee's travel time on a out-of town assignment extends beyond his/her tour of duty, such time shall be compensated as hours of work.
- 39.3** For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on a assignment of the Company. Such time will be computed:
- 39.3.1** From the time of the employee's departure, when the employee departs from his/her home for travel by common carrier.
- 39.3.2** From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment.
- 39.3.3** From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.
- 39.3.4** From the assigned hour of departure from his/her lodging when an employee is using overnight accommodation.
- 39.3.5** When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purposes of this section, a single occupancy berth or a first class type of seating arrangement on a plane is construed to be suitable facilities. When travel is designated by the Company on conveyances that do not have sleeping facilities, full time credit shall be allowed.
- 39.4** Time credited for the return journey under the above conditions will be computed in the same manner.
- 39.5** The Company agrees to maintain adequate liability insurance on all vehicles owned, leased or rented by the Company which it requests any employee to operate or to travel in as a passenger.
- 39.6** It is mutually agreed that where an employee is in transit, and where either a meal is supplied by the carrier or where meals are readily available and the service or the timing of taking such meal(s) is beyond the control of the Company, the Company shall not be penalized under any provision of this Agreement for not meeting any requirement regarding the timing thereof.

**ARTICLE 40**

**Vacations**

**40.1** All employees are entitled to annual vacations calculated as in the table below:

Completed Years of Service at Employee's Anniversary Date	Duration of Vacation in Working Days
After 1 year	10 Days at Basic Rate
After 5 year	15 Days at Basic Rate
After 12 year	20 Days at Basic Rate

**40.1.1**In addition to the table of vacation set out above, those employees who have completed two or more years of continuous service shall earn an additional one-half (1/2) day of vacation per month of employment [to a maximum of five (5) additional days] per vacation years, providing such employees complete the year of employment. Such additional vacation shall not be cumulative from year to year.

**40.1.2**In the event that an employee terminates his/her employment or is terminated, additional vacation earned as per Article 40.1.1 above shall not be considered as vacation entitlement owing. Further, any employee who has taken such additional vacation and who does not complete the year of employment shall have the value of such deducted from any monies owing at the time of termination.

**40.2** Part-time employees shall receive four (4%) percent of their previous year's pay annually in lieu of vacation pay. A part-time employee, after the completion of one year's continuous employment, may elect to take vacation with pay equivalent to vacation pay earned. Such vacation shall be scheduled in accordance with Article 40.4 below.

**40.3** Employees employed for less than one (1) year may be granted leave of absence without pay prior to their first anniversary date.

**40.4** The annual vacation period will be between January 1<sup>st</sup> and December 31<sup>st</sup> of a given year. Preference shall be given to the time period May 1 to September 15. Vacations will be scheduled by the Company according to operating requirements with full consideration given to the preference of individual employees to the extent permitted by efficient operations. Where conflict arises as a result of two or more employees applying for the same vacation period, preference shall be granted on the basis of seniority within the department concerned, subject to the March 31<sup>st</sup> deadline indicated in Article 40.4.2.

**40.4.1** There shall be no vacations scheduled and taken by regular full time on air performers during rating periods. Exceptions may be granted by the Company at its discretion. Requests for such exceptions will not be unreasonably denied.

- 40.4.2 Employees shall submit their preference for vacation to their immediate supervisor prior to March 31<sup>st</sup>, covering April 1<sup>st</sup> to the following March 31<sup>st</sup>. Vacation schedules shall be posted by April 15<sup>th</sup> of each year. Subsequent changes requested in writing by the employee shall be subject to operational requirements. The seniority provisions of Article 40.4 will not apply to vacation requests issued after March 31<sup>st</sup>.
- 40.5 In the event that a paid holiday to which the employee is entitled falls during his/her vacation, one (1) additional day for each such holiday shall be added to the employee's vacation credit in lieu of such holiday.
- 40.6 In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his/her estate.
- 40.7 Vacation credits shall not accrue during leaves of absence without pay longer than thirty (30) days. In such instances, vacation credits shall be granted on a pro-rata basis to time worked during the year.

**ARTICLE 41**

**Paid Holidays**

41.1 The following shall be paid holidays:

- |                                    |                  |
|------------------------------------|------------------|
| New Year's Day                     | Labour Day       |
| Good Friday                        | Thanksgiving Day |
| Victoria Day                       | Remembrance Day  |
| Canada Day                         | Christmas Day    |
| B.C. Day                           | Boxing Day       |
| (1 <sup>st</sup> Monday in August) |                  |

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

In addition to the above, one (1) additional paid holiday per year will be available at a time mutually agreed between the employee and Company. This additional paid holiday will be deemed to have been earned by those employed at Easter Monday, and must be taken prior to Easter Monday of the following year. The additional paid holiday is not available to employees on a leave of absence greater than thirty (30) days or who have taken such a leave within the period between Easter Mondays.

- 41.1.1 The actual day of a holiday shall be deemed to be the holiday for pay purposes for any employee working on the holiday.
- 41.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, he/she shall received his/her normal basic pay for such day at the straight time rate.
- 41.1.3 When a holiday falls on a scheduled day off and the employee does not work, he/she shall receive at the employee's option, either one (1) additional days pay at his/her straight time basic rate or a day with pay to be taken on a day mutually agreeable to the Company



and the employee. The option elected by the employee shall be noted by the employee on his/her time sheet covering the week in question.

**41.1.4** When a holiday falls on a employee's scheduled work day and the employee is required to work, he/she shall be compensated as follows:

- (a) for the first eight (8) hours of work, two and one-half (2 ½) times his basic hourly rate.
- (b) for all hours worked in excess of eight (8) hours, but not in excess of twelve (12) hours, three (3) times his basic hourly rate.
- (c) for all hours worked in excess of twelve (12) hours, three and one-half (3 ½) times his/her basic hourly rate.

**41.1.5** When a holiday falls on a employee's scheduled day off and the employee is required to work, he/she shall be compensated as follows:

- (a) for the first eight (8) hours of work, three (3) times his/her basic hourly rate.
- (b) for all hours worked in excess of eight (8) hours, three and one half (3 ½) times his/her basic hourly rate.

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

**41.2** Part time employees will receive compensation for holidays listed in Article 41.1 on the following basis:

**41.2.1** If the employee worked on any of the holidays, holiday pay will be calculated on the average number of hours worked in the previous thirty (30) days, plus 1.5 times the hourly rate for the hours worked on the holiday.

**41.2.2** If the employee did not work on the holiday and he/she worked in fifteen (15) of the previous thirty (30) days, holiday pay will be calculated on the average number of hours worked in the previous thirty (30) days.

**41.2.3** If the employee worked less than fifteen (15) of the previous thirty (30) days, he/she will receive holiday pay on the basis of the total number of hours worked divided by twenty (20).

**41.3** Full-time employees will be entitled to a paid holiday providing they have completed thirty days of employment prior to the paid holiday occurring.

**ARTICLE 42****Scheduling of Christmas & New Year's Holidays**

- 42.1** Before November 15<sup>th</sup> of each year the Company will ascertain the wishes of the employees regarding the scheduling of Christmas and New Year's holidays.
- 42.2** These Christmas and New Year's holiday schedules shall be posted no later than the 30<sup>th</sup> of November.
- 42.3** An employee shall be scheduled off on either:
- (a) Christmas, or
  - (b) New Year's Day

If requested by the employee. The employee shall not be scheduled past 7:00 p.m. on the eve of the holiday which he receives off. In event of conflict between employee requests, the senior employee shall be given preference.

- 42.4** This Article shall not apply where an employee requests in writing to the Company that he/she be allowed to work both days.

(N.B, the Union undertakes to supply a letter authorizing the employees and the Company to work out details of application which will waive all premium payments, eg: overtime, turnaround, etc. to ensure that there is no additional cost to the Company as a result of accommodating employee preferences and further, will ensure that any grievances resulting from such application will only involve the time limits or lack of applying seniority appropriately.)

**ARTICLE 43****Sick Leave**

- 43.1** A full time employee absent from work because of illness or injury not compensable through Worker's Compensation shall be entitled to claim sick leave with pay for a maximum of ten (10) days per sick leave claim or until he/she becomes eligible for such leave under the Weekly Indemnity Plan, whichever is the shorter. A maximum of twelve (12) days sick leave with pay may be taken by a employee in any one fiscal year of the Company.
- 43.2** When taken ill, the employee shall notify his department head as far in advance as is reasonably possible of his/her scheduled start time.
- 43.3** If requested to do so by the Company, the employee shall offer satisfactory proof of illness by (eg: medical examination and report, at the expense of the Company), for an illness that exceeds four (4) days.

## ARTICLE 44

### Compassionate Leave

- 44.1** When an employee is required to be absent from work due to a death in his/her immediate family, (i.e.: spouse, child, father, mother, brother, sister, mother-in-law, grandparents or any relative permanently residing in the employee's household or with whom the employee resides) he will be granted compassionate leave of absence for up to three (3) work days, for the purpose of attending/arranging the funeral.
- 44.2** When expected travel will exceed three hundred and fifty (350) kilometers, up to two (2) additional days without loss of pay will be granted.

## ARTICLE 45

### Emergency Leave

- 45.1** The Company agrees to grant an employee up to twenty-four (24) hours per fiscal year leave of absence without loss of pay when an employee is required to be off work:
- (a) to care for their family due to the incapacitation of their spouse because of illness, accident or maternity which sufficiently debilitates the spouse so as to effectively cause them to be incompetent to care for their children, and the employee is unable to secure suitable care for their children, or
  - (b) for the purpose of taking care of their sick child and to arrange alternate care, or
  - (c) for the purposes of attending medical, dental or eye appointments for themselves, their spouse or other dependents, where such appointments cannot be scheduled outside the employee's normal working hours, or
  - (d) for the purpose of attending to the spouse at the actual birth of his child or the act of taking into his custody a newborn child through adoption provided the employee has given reasonable notice and scheduled such appointments and times on dates which shall minimize the disruption of the Company's operations.

## ARTICLE 46

### Jury and Witness Duty

- 46.1** When an employee is called to serve as a juror or is subpoenaed as a witness he/she shall be compensated for the difference between the payment received for such jury or witness duty and payment he/she would have received at his/her basic hourly rate unless such jury duty payment is the greater of the two.

Employees are required to return to work on those regular work days where attendance is not required or where only a portion of a day was spent serving as juror or witness, providing there is one and one-half (1 ½) hours or more remaining in their tour of duty. In any event,

no employee will be expected to work more than a combined total of eight (8) hours in any one day.

#### ARTICLE 47

##### Common-Law Spouse

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

#### ARTICLE 48

##### Maternity /Paternity Leave

48.1 The maternity/paternity provisions of the Canada Labour Code shall apply to all cases of such leave.

#### ARTICLE 49

##### Leave of Absence

49.1 All leaves of absence shall be granted at the sole discretion of the Company except as specifically otherwise provided for in this Agreement.

#### ARTICLE 50

##### Clothing Allowance

50.1 As it is recognized by the Parties that on-camera news/sports personnel are required to meet certain standards of appearance as determined by the Company, and as a result, the Company will:

- (a) provide for proper hair grooming once per month, to a maximum of thirty dollars (\$30.00) for men and forty dollars (\$40.00) for women, but not on Company time. The Parties will work together to implement a mutually agreeable contra arrangement.
- (b) upon presentation of appropriate receipts, the Company will pay or provide the above-mentioned employees a clothing allowance twice per year as set out below:

Effective Date	Per Diem
April 1, 2008	\$ 450.00
October 1, 2008	\$ 450.00
April 1, 2009	\$ 475.00
October 1, 2009	\$ 475.00
April 1, 2010	\$ 500.00
October 1, 2010	\$ 500.00
April 1, 2012	\$ 525.00

(c) only employees who have completed their probationary period will be entitled to the provisions of this Article.

(d) it is understood that the clothing allowance is for purchase of clothing that is acceptable to the Company for “on-air” appearance.

50.2 On-camera TV New/Sports announcers are defined as: An in-studio or ENG (porta-pak) news or sports announcer who appears as a announcer regularly a minimum of three (3) times per week on a continuing basis inclusive of regular off-air attendance at major civic or other meetings. The October 1<sup>st</sup> to April 1<sup>st</sup> payment will apply to the News/Sports Announcer regularly assigned to play by play broadcasts of hockey games.

50.3 Upon provision of receipts, employee classified as ENG/EGP Cameraperson, Photojournalist and Maintenance Technician shall be reimbursed up to a maximum of one hundred twenty five dollars (\$ 125.00) per contract year, for the cost of winter clothing. Such Clothing shall include jackets, boots gloves and headwear.

50.4 Employees classified as ENG/EFT Cameraperson, Photojournalist and those News/Sportspersons who are assigned to reporting and/or on-camera duties shall be provided with a Company jacket every two (2) years.

**ARTICLE 51**

**On-Air Talent Fees**

51.1 An announcer who is required to work at a remote location shall be paid at the appropriate overtime rate and shall receive an additional performance fee as follows:

Announcer Group II	twenty dollars	(\$ 20.00)
Announcer Group III	thirty dollars	(\$ 30.00)
Announcer Group IV	forty dollars	(\$ 40.00)
Announcer Group V	fifty dollars	(\$ 50.00)

**ARTICLE 52**

**Air Credits and Union Seal**

52.1 The Company will give air credits to employees where, in its opinion, credits are due.

52.2 The CEP seal or the lettering “CEP” shall be legibly exhibited at the end of all locally produced television programs.

**ARTICLE 53****Health, Welfare and Pension Benefits**

**53.1** There shall be no reduction in Health and Welfare benefits during the term of this Agreement. The Company agrees to make available to eligible employees benefits and premium sharing ratios as follows:

100% Employee Paid:

Long Term Disability

100 % Company Paid:

Life Insurance

Accidental Death and Dismemberment

Extended Health Benefits

Weekly Indemnity

B.C. Medical Services Plan

Increase Vision Care to \$300.00 every twenty four (24) months

Dental insurance Premiums shall be cost-shared as follows:

April 1, 2008 – Company 85%/employee 15%

April 1, 2009 – Company 90%/employee 10%

April 1, 2020 - Company 95%/employee 5%

**53.2** A part-time employee shall be entitled to enrol in the plans set out in Article 53.1 provided such employee has worked a minimum of five hundred twenty (520) hours during the preceding six (6) month period. Benefits and premium sharing shall be as follows:

100% Company Paid:

Life Insurance

Accidental Death and Dismemberment

50% Company Paid:

Extended Health Benefits

B.C. Medical Services Plan

50% Company Paid:

Dental Insurance

**53.3** Group RRSP – The Company Group RRSP shall continue to be made available to full time employees, subject to the following:

- (a) for every one dollar (\$1.00) an employee contributes to the Group RRSP in a calendar year, the Company shall contribute to such employees account, an amount up to the maximum set out below:

Effective Date	Company Contributions	Maximum
April 1/12	Forty five cents (55¢)	\$ 1,900.00
Apr 1/13	Fifty cents (55¢)	\$ 2,000.00

- (b) employees become eligible after one (1) year of seniority.
- (c) dates for joining the plan are March 1<sup>st</sup> and September 1<sup>st</sup>.
- (d) contribution increases can only be made on above joining dates.
- (e) one plan per employee;
- (f) if the Company portion is withdrawn, the employee must wait at least one (1) year before becoming eligible again and in accordance with the above joining dates; and
- (g) the employee must be eighteen (18) years or older.

**ARTICLE 54**

**Professional Activities**

**54.1** The Company will provide legal counsel to its employees under conditions and in circumstances the Company deems appropriate.

**ARTICLE 55**

**Education, Seminars, Etc.**

**55.1** The Company will continue to support staff development and education considered by the Company to be relevant to the employee’s work and/or the Company’s objectives. Employees will be reimbursed for tuition and books for courses and programs approved in advance by the Company. Reimbursement may be in full, or pro-rata to the employee’s final mark.

**ARTICLE 56**

**Contracts**

**56.1** The Union is to pay full cost of printing the Collective Agreement.

**ARTICLE 57**

**Non-Competition**

**57.1** An employee shall not engage in activities or work which in any way is a direct competition with the Company except with the prior written approval of the Company.

57.2 An employee within the bargaining unit may provide talent services to outside agencies, including other Radio and Television stations, providing specific written approval has been granted by the Company.

## ARTICLE 58

### Union Activities and Responsibilities

58.1 The Union or its members shall not transact union business of any kind on the premises of the Company except where such is provided for in a specific Article of this Collective Agreement, or is provided for by the Canada Labour Code.

58.1.1 Union business on Company premises is to be confined to contract interpretation and related matters on break (rest) periods or meal periods, or otherwise only with permission of the appropriate supervisor(s).



**ARTICLE 59**

**Duration of the Agreement**

**59.1** This Agreement shall commence on the 1<sup>st</sup> day of April 2011 and remain in force for a period of thirty six (36) months, ending at midnight on March 31<sup>st</sup>, 2014 and from year to year thereafter unless either party notifies the other by registered mail, not more than one hundred twenty (120) days or not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until a lawful strike or lawful lockout is executed pursuant to the provision of the Canada Labour Code, whichever first occurs. Further, a meeting shall be held within twenty (20) days for the purposes of beginning the negotiation for a new Collective Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed by their duly authorized representative this     day of             ,2011.

Communications, Energy and  
Paperworkers Union of Canada

CKPG-TV, CKDV-FM & CKKN-FM  
Divisions of Jim Pattison  
Broadcast Group LP

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

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

**LETTER OF UNDERSTANDING # 1**

**Volunteers**

It is understood between the Parties that any employee who wishes to volunteer his/her professional services and broadcasting expertise to a public service event may do so without any payment, however, no employee will be penalized or disciplined for refusing a request to so volunteer.

It is further agreed that the public at large may perform similar services during such events, i.e. Shrine Telethon, or Rotary Auction; and work so performed shall not be considered as a violation of the Collective Agreement.

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For the Union

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For the Company

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

**LETTER OF UNDERSTANDING #2**

**On Call**

It is mutually agreed that the carrying of pagers and cellular phones during off hours by bargaining unit employees is entirely voluntary and that no employee will be disciplined or penalized for being unable to respond to a page.

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For the Company

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**LETTER OF UNDERSTANDING #3**

**Part-time Employees**

All regular Part-time employees shall progress up the salary schedule as described in Article 25.2 Cumulative hours of work will be used to determine progress.

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

**LETTER OF UNDERSTANDING # 4****Re: Master Control Supervisor**

The Parties agree that the job classification of Master Control Supervisor will appear in Salary Group 4 as set out in Article 24 of the Collective Agreement. Notwithstanding the foregoing, the incumbent employee will continue to be paid as a Group 5 employee, including increases as outlined in the current Agreement.

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**LETTER OF UNDERSTANDING #5****Definition of “Mutually Agreeable”**

Throughout this Collective Agreement, there are frequent references to “mutually agreeable”, or “mutually agreed”. For clarity, any option for mutual agreement, or withdrawal of mutual agreement between the employee and the Company within the collective agreement will be confirmed for the Company’s records in a brief memo form, prepared by the Company and initialed by both the employee and his/her department manager. It is understood that the employees will not lose any entitlements under this agreement through the absence of a memo.

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**LETTER OF UNDERSTANDING # 6**

**Announcer Classifications**

It is understood that the Announcer classifications of 1,2,3,4 denote the following On Air shifts and comparative wage rates:

Announcer 1 – evenings and weekends

Announcer 2 – mid day

Announcer 3 – drive shift

Announcer 4 – morning drive shift

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**LETTER OF UNDERSTANDING # 7****Re: Jurisdiction (Article 21)**

The parties agree the assigning of bargaining unit duties to non-bargaining unit employees will continue as per current practice.

It will not be considered an expansion of duties as per Article 21.2.1 under the following circumstances:

1. When a vacancy occurs and management intends to fill the position, management may perform the work in question for a temporary period, not to exceed sixty (60) days. The sixty (60) days may be extended by mutual agreement.
2. Prior to management performing the duties of the vacant position, the union will be notified of the nature of the work to be performed and the intended time period.

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For the Company

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**LETTER OF UNDERSTANDING # 8**

**RE: Performer's Suitability**

With respect to the provisions of Article 5.1.1 of the Collective Agreement, the undersigned Parties agree that the following positions are captured by said Article:

Television – Evening TV News Anchor, Late Night TV News Anchor, Sports Anchor

Radio – Morning and Afternoon Drive Announcers, Morning, Day and Drive News Readers and Mid Day Announcers

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For the Company

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**LETTER OF UNDERSTANDING # 9**

**RE: Group Benefits Coverage**

The Parties agree that the following amendment shall be made to the Jim Pattison Broadcast Group health and Welfare Plane:

Drugs & Medical Expenses: Increase maximum per person per Calendar year to \$ 25,000.

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**LETTER OF UNDERSTANDING # 10**

**RE: Newsperson-working as TV Evening News Anchor**

A newperson who performs the work of supper TV Evening News Anchor at 6:30 PM Monday through Friday and who is below Group 3, shall receive upgrading as per Article 17 of the current Collective Agreement.

The issue of parking at night will be referred to the Health and Safety Committee.

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