

COLLECTIVE AGREEMENT

between

U.TV, A Division of
CANWEST TELEVISION INC.

- and -



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

September 1, 1995

to

August 31, 1998

TABLE OF CONTENTS

Article		Page
1	INTENT	1
2	BARGAINING UNIT	1
3	MANAGEMENT RIGHTS	2
4	EMPLOYEE DEFINITION	3
5	EMPLOYEE CATEGORIES	5
6	WORK ASSIGNMENTS	8
7	OUTSIDE ACTIVITIES	11
8	NOTIFICATION	12
9	UNION SECURITY	13
10	UNION ACTIVITIES	15
	Bulletin Boards	15
	Union Access to Premises	15
	Union Activities	16

TABLE OF CONTENTS

Article		Page
11	UNION LEAVE,	16
12	NON-DISCRIMINATION	17
13	STRIKE OR LOCK-OUTS	19
	Picket lines and Struck Work . . .	20
14	SENIORITY	21
15	PROBATIONARY PERIOD	23
16	LAYOFFS	24
17	TECHNOLOGICAL CHANGE	33
18	VACANCIES AND PROMOTIONS . .	34
19	JOINT COMMITTEE	36
20	DISCIPLINE	37
21	GRIEVANCE AND ARBITRATION . . .	39

TABLE OF CONTENTS

Article		Page
22	ANNUAL VACATIONS	43
	Vacation Scheduling	45
23	GENERAL HOLIDAYS	47
24	COMPENSATORY LEAVE	50
25	LEAVES OF ABSENCE	51
	Compassionate Leave	51
	Educational Leave	51
	Other Leave	51
	Maternity/Child Care & Paternity Leave	52
	Jury Duty	53
	Witness Leave	54
26	SICK LEAVE	55
27	HEALTH AND WELFARE	57
28	HOURS OF WORK	58
29	WORK WEEK AND DAYS OFF	59

TABLE OF CONTENTS

Article		Page
30	SCHEDULING	61
	Posting of Schedules	61
	Changes in Schedules	61
31	MEAL PERIODS	62
32	REST PERIODS	65
33	OVERTIME	66
34	CALLBACK	68
35	TURNAROUND	69
36	NIGHT PREMIUM	71
37	UPGRADING	71
38	CLOTHING AND TOOL ALLOWANCE	72
39	AUTO EXPENSES	73
40	TRAVEL	75

TABLE OF CONTENTS

Article		Page
41	SAFETY	77
42	CLASSIFICATION AND SALARY	
	GROUPS	81
	Compensation - Contract Year 1 ..	85
	<i>Compensation - Contract Year 2</i> ..	86
	<i>Compensation - Contract Year 3</i> ..	87
	Memorandum re:	
	Lump Sum Payment	88
	Salary Group Levels	91
43	GENERAL SALARY PROVISIONS ..	100
44	DURATION OF AGREEMENT	102
	SIGNATORIES	103
	LETTER OF INTENT #1	104
	LETTER OF INTENT #2	106
	LETTER OF INTENT #3	108
	LETTER OF INTENT #4	109
	LETTER OF INTENT #5	111
	LETTER OF INTENT #6	114

ARTICLE 1**Intent**

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

ARTICLE 2**Bargaining Unit**

- 2.1** The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the Canada Labour Relations Board decision dated February 28, 1979 certifying the CKVU Employees' Association as amended from time to time or as altered by agreement between the parties.

ARTICLE 3
Management Rights

- 3.1** The Company shall retain sole and exclusive jurisdiction and control over all matters not expressly limited by the clear and explicit language of this Agreement. Such matters **shall** include **but** in no respect be limited to the following:
- (a)** the right of the Company to hire, promote, transfer, demote and lay off employees, and to suspend, discharge ~~or~~ otherwise discipline employees for just cause, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided;
 - (b)** the right of the Company to operate and manage ~~or~~ discontinue its operation in all respects, and to maintain and improve order and efficiency in its facilities, and to determine ~~the~~ scheduling of its production; and
 - (c)** the Company has the right to make, alter and enforce reasonable rules and regulations to be observed by employees including regulations arising from legislation provided that the rules and

regulations are not in conflict with this Collective Agreement.

The functions of management as herein set out shall be exercised at the sole discretion of the Company from time to time but always in a manner which shall not violate the terms of the Collective Agreement.

ARTICLE 4

Employee Definition

- 4.1** The term "employee" as used in this Agreement shall mean any person included within the bargaining unit referred to in Article 2.1.
- 4.1.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided.
- 4.2** Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

- 4.3** "Employee" shall include any person employed in any job classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board. Such person shall be included within the bargaining unit until the Canada Labour Relations Board rules on the referred matter.
- 4.4** The Company will give the Union, in writing, the **proposed job** description and proposed **salary** level where:
- (a) the company wishes to create a new job classification within the bargaining unit; **or**
 - (b)** the Canada Labour Relations Board determines that a new job classification, referred to it in accordance with Section 4.3, and included within the bargaining unit.

Failing agreement on the appropriateness of the new classification **or** on the salary level, either party may refer the matter to an arbitrator named in this

Agreement. The arbitrator shall have the authority of an interest arbitrator and shall make a final determination of the matter, notwithstanding any provision of this Agreement that otherwise would limit the arbitrator's authority.

ARTICLE 5

Employee Categories

- 5.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as provided herein.
- 5.2** A part-time employee is defined as one hired on a regular basis to work a limited shift but less than thirty-two (32) hours per week. Such employees shall be paid on an hourly basis at a rate equal to 1/173rd of the monthly salary of the wage group to which the employee is assigned. Where a part-time employee performs work of a temporary nature as defined in Article 5.3 such hours worked shall be excluded from the thirty-two (32) hours per week limit.
- 5.2.1** Part-time employees shall receive credit on the ~~salary~~ scale of the group to which they are assigned

for the total accumulated hours from the initial date of hiring, calculated to the last completed month.

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

(a) Article 14 - Company seniority shall be calculated separately for part-time employees as distinct from full-time employees. The provisions in respect of lay-offs and recall are not applicable.

(b) Article 17 - Technological change.

(c) Article 23 - General holidays - part-time employees shall be paid one and one-half (1 1/2) times their basic rate for all hours worked on a holiday with a minimum credit of four (4) hours. In addition, part-time employees shall receive holiday pay, at their basic rate calculated on a pro rata basis, based on the average number of hours worked per day in the previous thirty (30) calendar days, whether work is performed on the holiday or not.

(d) Article 26 - Sick leave.

(e) Article 27 • Health and welfare.

(9) Article 28 • Hours of Work - a four (4) hour minimum tour shall apply.

5.3 A temporary employee is defined as one hired for a particular show; one who covers child care leaves, vacation leaves or the absence of any other employee who is temporarily absent from work, or who is engaged for employment during peak workload periods.

5.3.1 All Articles of this Agreement shall apply to temporary employees except as follows:

(a) Article 23 • General holidays. In lieu thereof, temporary employees shall be paid one and one-half (1 1/2) times their basic rate for all hours worked on such holidays.

(b) Articles relating to seniority, lay-off, recall, sick leave, health and welfare plan and annual vacation shall not apply.

- 5.4** Part-time and/or temporary employees will not be used to replace or to avoid hiring regular or full-time employees.
- 5.4.1** Where a full-time employee is capable and available to supplement the Company's requirements for a particular show or occasion, a temporary employee will not be used. The foregoing shall not **apply** where such circumstances would result in the full-time employee being required to work more than five (5) days in any work week.

ARTICLE 6

Work Assignments

- 6.1** It is recognized that circumstances and conditions ~~exist and will~~ continue to ~~exist~~ which may necessitate the use of non-bargaining unit personnel to carry out work covered by this Agreement, such work having been performed exclusively by bargaining unit employees in the past.
- 6.1.1** Notwithstanding the provisions of Article 6.1, the Company agrees that use of non-bargaining unit

personnel, as contemplated by Article 6.1, shall not either directly cause nor significantly contribute to:

- (a) the lay-off of a Bargaining Unit employee; or
- (b) the failure to recall a laid-off Bargaining Unit employee in accordance with the provisions of Article 16.6 of this Agreement; or
- (c) the failure to fill a full-time Bargaining Unit position or a part-time position, where the part-time position had been scheduled for work on a regular and recurring basis.

6.2 Where the Company hires non-bargaining unit personnel to perform work as contemplated by Article 6.1, the following shall apply, notwithstanding that the Collective Agreement does not apply:

- (a) Such personnel shall be paid for a minimum of four (4) hours, at a rate not less than the top rate for the most senior classification to which the person would have been assigned had he/she been a Bargaining Unit employee.

(b) The Company shall deduct from such personnel, ~~an~~ amount equal to the regular monthly dues ~~of~~ the Union. Such remittances shall include a statement showing the names of ~~the~~ non-bargaining unit persons from whom the deductions were made, an identification of the work performed and the amounts deducted.

6.3 Nothing in Article 6.1, 6.1.1 or 6.2 shall affect in any way the Company's rights or employees' rights respecting lay-offs, nor the Company's rights ~~or~~ employees' rights respecting ~~technological~~ change as those rights existed prior to the coming into effect of the said Articles.

6.4 The Company may make work assignments within and without an ~~employee's~~ classification for valid business reasons, subject to the following:

(a) Temporary assignments outside an employee's classification shall be for specified periods.

(b) A work assignment shall not ~~be~~ made for disciplinary reasons.

- (c) A claim by an employee that an assignment is discriminatory, in bad faith, unreasonable, ~~or~~ otherwise contrary to the Collective Agreement, may be made the subject of a grievance.
- (d) Employees performing in a **job** function different from their regular function will not be penalized for errors, except where the same is caused by carelessness, ~~or~~ by a deliberate ~~or~~ malicious act.
- 6.5** Without his/her consent, no employee shall be transferred ~~or~~ assigned to a position outside the bargaining unit. The employee **will** not be penalized for such refusal.

ARTICLE 7

Outside Activities

- 7.1** A full-time employee shall not engage in outside activities ~~or~~ work which in any way are in direct competition with the Company ~~or~~ its subsidiaries, except with the prior approval of the Company.
- 7.2** "Direct competition" **shall** be defined as the production of television material ~~or~~ video productions

intended for sale or broadcast that would compete with material produced by the Company or its subsidiaries.

ARTICLE 8

Notification

- 8.1** The Company shall notify the Union President or his/her designate, in writing, within five (5) days, of any hiring, promotion or transfer or leave of absence affecting any employee.
- 8.2** The Company shall, when notifying a person of his/her acceptance as an employee, provide in writing, the starting rate of pay, level, job title and description to which he/she is assigned. A copy of this notice shall be sent to the Union. The Company shall also include, at the same time, a copy of the current Collective Agreement if provided by the Union.
- 8.3** The Company shall provide to the Union no later than the 15th day of each month, copies of all bargaining unit employees' time sheets for the previous month.

ARTICLE 9
Union Security

9.1 All employees of the Company shall remain members of the Union in good standing as a condition of employment. New employees shall become members of the Union within thirty (30) days of commencement of employment as a condition of employment.

9.1.1 The Canada Labour Code, Part V, ~~Section 185(e)~~ provides that "no trade union and no person acting on behalf of a trade union shall require an employer to terminate the employment of an employee because ~~he/she~~ has been expelled or suspended from membership in the trade union for a reason other than failure to pay the periodic dues, assessments and Initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union".

9.1.2 The Company will discharge any employee within two (2) weeks after receiving written notice from the Union that the membership of such employee has been revoked or cancelled in accordance with the

Union's Constitution and By-laws and provided that there is compliance with sub-section 9.1.1.

9.2 During the term of this Agreement, the Company agrees to deduct monthly an amount equal to the periodic dues, assessments and initiation fees as levied by the Union. The amount of such deductions will be determined from time to time by the Union, and the Company will be notified by Registered Mail.

9.2.1 The Company agrees to remit the monies so deducted to the Union by the fifteenth of the month following the month for which the dues are deducted. The Company shall include with such remittance, a statement showing the following:

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

ARTICLE 10
Union Activities

10.1 Bulletin Boards

The Company agrees to the posting by the Union on Union bulletin boards of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union.

10.2 Union Access to Premises

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. The notification shall indicate the reason for which access is requested. Where permission is granted, it shall only be given to carry out Union business at reasonable times and in such a way as not to interfere with the normal operations of the Company.

10.2.1 Authorizations requested pursuant to this Article shall not be unreasonably withheld.

10.3 Union Activities

The Union and/or its representatives and agents **will** not engage in Union activities, including conducting discussions regarding grievances, during working hours without prior Company permission. Company permission will not be unreasonably withheld. Nothing in this section precludes casual conversation which does not interfere with an employee's work.

ARTICLE 11

Union Leave

11.1 Upon request by the Union, the Company shall release without loss of pay ~~or~~ other earned benefits up to a **maximum** of three (3) employees *named* by the Union to attend Grievance ~~Meetings~~ and/or Negotiation Meetings regarding the Company upon *reasonable* notice ~~being~~ given. The obligation ~~of~~ the Company to provide leave **without** loss of pay shall not apply to arbitration proceedings.

11.1.1 Leave without pay will be granted to no more than three (3) employees duly authorized to represent employees in respect of legitimate Union business (e.g.

conventions, congresses, labour-related courses) upon reasonable notice to the Company.

- 11.2.1** No more than five (5) employees will be granted leave for Union business at any one time, and no leave shall extend for longer than seven (7) days including travel time, except with the prior written approval of the Company. Such written approval will not be unreasonably withheld.

ARTICLE 12

Non-Discrimination

- 12.1** The Company will not interfere with, restrain, or coerce any employee because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect of hiring, tenure of employment, or any term of employment, because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another union. The Company will not act in any other way which is prohibited by Section 94 of the Canada Labour Code.

- 12.2** The Union will not apply its membership rules or its standards of discipline in a discriminatory manner against any employee. The Union will not act in any other way which is prohibited by Section 95 of the Canada Labour Code.
- 12.3** The Parties to this Agreement acknowledge that every employee of the Company is entitled to employment that is free of sexual harassment. The Company shall make every reasonable effort to ensure that no employee is subjected to such action in the workplace.
- 12.4** No employee shall engage in an act of sexual harassment.
- 12.5** Subject to Section 15 of the Canada Human Rights Act, no employee shall be discriminated against because of the employee's race, national or ethnic origin, colour, religion, age, sex, marital status, disability and conviction for which a pardon has been granted.

ARTICLE 13
Strike or Lockouts

13.1 The Union will not cause, nor permit its members to cause, nor will any member of the bargaining unit take part in a slow down or a strike, either a sit-down or stay-in, or any other kind of strike, or any other kind of interference or any work stoppage whatsoever, either total or partial, of any of the Company's operations during the term of this Agreement. The Company will not cause, nor permit its employees to cause, engage in or permit, a lock-out of any of its employees within the bargaining unit during the term of this Agreement.

13.2 Without restricting the generality of Article 13.1, it is agreed that neither the national Union nor its local Union at U.TV, nor its members, nor their agents or representatives shall participate in or solicit, encourage or counsel others to engage in a boycott or any other kind of activities which are designed or intended to adversely affect the interests of U.TV during the term of this Agreement.

13.3 Picket Lines and Struck Work

The Company will not require any employee to cross a lawfully established picket line. This shall not apply to a picket line established at the Company premises ~~or~~ facilities during the term of this Agreement.

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

13.4 The Company will not originate a program ~~or~~ programs not normally fed to a struck ~~or~~ locked-out facility. The recording ~~or~~ transmission of programming that is transmitted to the Company ~~from~~ another facility from which ~~programming~~ is normally received will not be impeded by an employee, even if the persons employed at that other facility are ~~on~~ strike ~~or~~ locked out.

13.5 The maintenance ~~or~~ operation of any piece of equipment owned ~~or~~ partly owned by another facility but normally maintained ~~or~~ operated by an employee, will not be discontinued by any employee ~~even if~~ persons employed at ~~the~~ other facility are ~~on~~ strike ~~or~~ locked out.

- 13.6** The Company ~~will~~ not require any employee to perform the duty ~~of~~ other staff members engaged in a lawful strike.
- 13.7** ~~In~~ the event of a breach ~~of~~ this article, the adversely affected party shall be left with all remedies available in law ~~or~~ equity.

ARTICLE 14

Seniority

- 14.1** Subject to this Agreement, seniority shall ~~be~~ determined as length ~~of~~ continuous service with the Company as a member in good standing of the Union.
- 14.2** A part-time employee ~~who~~ becomes a full-time employee shall ~~be~~ credited ~~for~~ all hours worked as a part-time ~~employee~~. A temporary employee ~~who~~ becomes a regular employee shall be credited for all ~~hours~~ worked as a ~~temporary~~ employee. The foregoing hours ~~of~~ credit will not apply where there is a break ~~in~~ service ~~of~~ more than ninety (90) days.

- 14.3** Employees shall **lose** their seniority only if they:
- (a) resign;
 - (b)** are discharged for just and reasonable cause;
 - (c)** **are** laid off for a period exceeding the specified recall period;
 - (d)** refuse recall to regular full-time employment; or
 - (e) accept a position with the Company which is outside the bargaining unit for more than thirty **(30)** days.
- 14.4** The Company shall provide the Union with a seniority list in January and July of each year, covering all full-time **and** part-time **employees**.
- 14.5** After the end of the next month following the month ~~of~~ layoff, an employee's seniority **does** not accumulate but is retained until the end of the specified recall period.

ARTICLE 15
Probationary Period

- 15.1** Full-time employees other than employees who perform on-air duties ~~will be on~~ probation for three (3) months from their date of hire. Employees who perform on-air duties ~~will be on~~ probation for six (6) months from their date of hire. Where an employee is hired in a capacity other than full-time and where ~~he/she~~ is subsequently moved to a full-time position within the job classification to which ~~he/she~~ has been assigned, ~~his/her~~ probation period shall be reduced by the amount of time already spent in such classification, but in no event shall it be reduced below a ~~period of two~~ (2) months for employees who do not perform on-air duties, and four (4) months for employees who perform on-air **duties**. The Company may extend the applicable probationary period up to three (3) additional months.
- 15.2** Part-time employees will be ~~on~~ probation for five hundred (500) working hours. The Company may extend the probationary period up to an additional five hundred (500) hours for employees who do not perform on-air duties and up to an additional one

thousand (1,000) hours for employees who perform on-air duties.

- 15.3** Employees will not attain any seniority during their probationary period. Upon completion of the probationary period, employees **will** be credited with ~~seniority~~ back to the date of hire.
- 15.4** The Company may terminate the employment of a probationary employee if the Company deems, after a bona fide trial, that the employee is unsuitable for continued employment.
- 15.5** For the purposes of this Article, "employees who perform on-air duties" means Reporters and Associate Producers but does not include Associate Producers who are not regularly assigned to do on-air news breaks.

ARTICLE 16

Layoffs

- 16.1** When lay offs are to be made, such lay offs shall proceed ~~within~~ the job classification affected in inverse order of seniority.

16.1.1 The Company agrees that it shall not consistently schedule overtime in order to bring about or to extend lay offs.

16.1.2 Notwithstanding the provisions of Article 16.1:

(a) in the event of a lay-off affecting employees classified as Reporter (Salary Groups 4, 5, 7) and employees classified as ENG Operator (Salary Groups 5,6) as of the date of signing of this Agreement, any such employee who is given a notice of a lay-off shall have a right to apply his/her seniority to a Photo/Journalist job where there is reasonable expectation he/she could perform the Photo/Journalist job satisfactorily after having been given reasonable assistance for not less than sixty (60) days.

(b) where a Photo/Journalist, who as of the date of signing this Agreement has accumulated seniority as a Reporter (Salary Groups 4, 5, 7) or ENG Operator (Salary Groups 5, 6) is given a notice of lay-off he/she may apply his/her seniority to a Reporter job where the seniority was accumulated as a Reporter or to an ENG Operator job where

the seniority was accumulated as an ENG Operator.

16.2 The Company shall provide notice to a laid off employee and the Union in advance, or in lieu of such notice shall pay the laid off employee as follows

- (a) an employee who has passed his/her probation and has less than twenty four (24) months seniority - three (3) weeks' notice or pay in lieu, **or;**
- (b) an employee with twenty four (24) months ~~or~~ more seniority - four (4) weeks' notice or pay in lieu, or
- (c) an employee with ~~sixty~~ (60) months or more seniority - five (5) weeks' notice ~~or~~ pay in lieu.

16.2.1 A laid-off employee with twelve (12) months or more continuous service may, at his/her discretion, opt to receive severance pay based on:

- (a) two (2) weeks' pay per year in respect of continuous service up to ten (10) years and,

- (b) two and ~~one~~-half (2½) weeks' pay per year in respect of continuous service after ten (10) years.

A portion of a year shall be calculated on a pro-rata basis.

The minimum payment shall be two (2) weeks at basic salary and ~~the~~ maximum payment shall be twenty-eight (28) weeks at basic salary. Severance payments provided herein shall be deemed to be inclusive of any severance payment required pursuant to law.

Where an employee accepts such severance pay, he/she shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.

- 16.3** The Company shall extend to a laid off employee with twelve (12) months ~~or~~ more of continuous service, basic medical and dental group benefits coverage for a period as follows:

- (a) three (3) months in the case of an employee with up to five (5) years of continuous service;

- (b) ~~six (6)~~ months in the case of an employee with more than five (5) years of **continuous service**;

During the applicable period the Company shall pay the group benefits premium ~~on~~ behalf of the laid off employee. The Company shall be released from such obligation if the employee becomes eligible for said benefits at a new place of employment ~~or~~ he/she is recalled within the three (3)~~or~~ six (6) month period as the case may be.

16.4 An employee who is reduced from his/her classification may displace a less senior employee in any classification within any **salary** group at the same ~~or~~ lower level by notifying the Company within **forty-eight (48)** hours of receiving a displacement ~~or~~ lay-off notice of his/her intention to displace and further provided that:

- (a) he/she has **worked** in the classification before and has successfully completed the probation period for such classification; ~~or~~
- (b) he/she has the qualifications, as well as the ability, to do the normal requirements of the **job** within a thirty (30) day trial period.

- 16.4.1** An employee who displaces a less senior employee in another **job** classification and who fails to demonstrate his/her ability to perform in that classification during the thirty (30) day trial period shall be considered laid off effective the end of the thirty day trial period. Recall rights under Article 16.5 shall begin at the end of the thirty (30) day trial period.
- 16.4.2** An employee who has reverted to a lower salary group and whose salary is higher than the maximum of the new group shall receive the highest rate in the lower group after three (3) months.
- 16.4.3** An employee who has displaced a **less** senior employee in the same salary group shall continue at his/her current pay level and shall continue to receive scheduled wage increases under Article 42.
- 16.4.4** An employee who reverts to a lower rated classification in accordance with Article 16.4 shall retain first recall rights to his/her previous classification should a vacancy occur therein.
- 16.4.5** The right of a full-time employee to displace a **less** senior employee shall include the right to revert to a part-time position, provided the employee scheduled

for layoff has at least as much service time (as contemplated by Article 5.2.1) as the part-time employee whom the full-time employee **seeks** to displace.

In seeking to apply **his/her** seniority as provided herein, and subject to the conditions set forth in this Article, a laid-off full-time employee may **seek** to apply **his/her** seniority to available part-time hours as defined in Article 5.2.

The full-time employee seeking to **so** revert must meet the qualifications set out in Article 16.4 for **the** part-time position. Such employee's seniority and right to recall to a full-time position shall not **be** affected by **the** employee accepting a part-time position.

16.4.6 Where a full-time employee is **on** layoff and a **part-time** **or** temporary position becomes available, the Company will give preference to offering the part-time **or** temporary position to the full-time employee **on** layoff, providing the full-time employee meets the qualifications as set out in Article 16.4 for the position. Such employee's seniority and right to recall to a full-time position shall not **be** affected by **the** employee accepting a part-time **or** temporary position.

This provision shall not apply where the Company is not aware of the work assignment in question prior to ~~twelve o'clock noon~~ **noon (12:00 p.m.)** of the day prior to the day in question ~~or~~ where such ~~assignment~~ would result in the employee working overtime.

16.5 Laid off employees shall retain recall rights as follows:

- (a) Employees with more than eighteen (18) months seniority at the time of lay off shall retain recall rights for twelve (12) months.
- (b)** Employees with less than eighteen (18) months seniority at the time of lay off shall retain recall rights for six (6) months ~~or~~ length of seniority, whichever is lesser.
- (c)** The Company agrees to give consideration to the ~~re-engagement~~ of laid off employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding twelve (12) months.

16.5.1 Employees ~~on~~ lay off will keep the Company informed of their current address ~~and~~ telephone

number for recall. Should an employee change his/her address or telephone number during the period of lay off, he/she will inform the Company of such change by registered mail.

16.5.2 Notice of recall will be sent by registered special delivery mail to the last known address of all employees on the recall list who are eligible for recall. Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work. An employee who fails to respond to a notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

16.6 A laid-off employee with recall rights as set out in Article 16.5 shall be recalled to the first available job in accordance with seniority, providing that:

- (a) he/she has worked in the classification before and has successfully completed the probation period for such classification; or
- (b) he/she has the qualifications, as well as the ability to do the normal requirements of the job, within a thirty (30) day trial period; and

(c) the recall is to the same or lesser classification from which he/she was laid off.

16.6.1 Where a laid off employee has been recalled in accordance with Article 16.6, the provisions of Articles 18.1 and 18.2 shall not apply.

16.6.2 Notwithstanding the provisions of Article 18, if recall results in the employee being recalled to other than his/her former position and the Company later decides to fill that position, the employee is entitled to such position, provided he/she applies for the position within the normal posting period.

ARTICLE 17

Technological Change

17.1 Before any technological change is to be implemented, the Company shall give the Union not less than onehundred-twenty (120) days written notice and shall advise the Union of the effects of such changes on the employees. Upon the request of either Party, the Company and the Union shall meet to discuss such changes with a view to avoiding or minimizing its adverse effects.

- 17.2** Wherever possible, the Company shall make every effort to retrain employees affected by technological change.

ARTICLE 18
Vacancies and Promotions

- 18.1** Any vacancy shall be posted for a minimum of five (5) days on two (2) bulletin boards which are reserved for Company notices and postings. The said bulletin boards shall be positioned at conspicuous locations. The Company will forward a copy of the posting of each bargaining unit posted job to the President of the local Union.

In the event of an emergency, the time period required by this article may be shortened provided the Union is advised and the employees have an opportunity to know of the vacancy.

- 18.2** The applicant employee with the most seniority shall be awarded the job provided he/she meets the qualifications for the position as established by the Company. If there are no qualified applicants, the Company may hire from outside sources.

18.3 After being awarded ~~the job~~, an employee will be given reasonable assistance and up to sixty (60) days' probation in the ~~new~~ position. During this period, the Company may, if the employee is unsuitable to be retained in the new classification after the probationary period, return him/her to his/her former classification. During the probationary period, ~~the~~ employee may elect to return to his/her former classification. On returning to his/her former classification, the time spent out of the classification shall be deemed to be time spent in the classification. At the conclusion ~~of~~ a successful probationary period, the employee will be advised in writing that his/her promotion has been made permanent.

18.4 At any time during the first thirty (30) days that an employee has been promoted to a position outside the bargaining unit, the Company may return the employee to his/her former ~~job~~, ~~or~~ the employee may elect to return to his/her former ~~job~~ and, upon his/her return, the time spent out of the classification shall be deemed to be time spent in ~~the~~ classification.

18.5 When an employee is promoted into a higher-rated job classification, he/she shall immediately move into the higher salary group and receive a salary

increase which is at least the equivalent of one full increment in his/her former group rounded up to the next highest ~~step in the~~ new group, and he/she shall automatically progress upward ~~on the~~ annual or semi-annual anniversary date of his/her promotion to ~~the~~ new group.

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

ARTICLE 19

Joint Committee

- 19.1** The Company and ~~the~~ Union shall establish a ~~Joint~~ Committee for ~~the~~ purpose of reviewing and discussing matters arising ~~out of~~ the Collective Agreement ~~or~~ matters of mutual concern between the Company and the Union.

- 19.2** The Joint Committee meetings shall be held at the call of ~~either~~ **Party** at a mutually agreed upon location.
- 19.3** The Joint Committee shall not be empowered to alter ~~or~~ abridge any of the terms and conditions of the Collective Agreement, but it may make joint recommendations to the Company and the Union.

ARTICLE 20

Discipline

- 20.1** No employee who has completed his/her probationary period shall be disciplined ~~or~~ discharged except for just and reasonable cause.
- 20.2** The employee and the Union shall be notified in writing of any written expression of dissatisfaction concerning his/her work within five (5) working days of ~~cause~~ for dissatisfaction becoming known to his/her Supervisor. They shall be furnished with a copy of any complaint ~~or~~ accusation which may be detrimental to their advancement ~~or~~ standing within the Company. If this procedure is not **followed**, such expression of dissatisfaction shall not become part of their records for use against them at any time. This Article shall not

prevent oral expressions of dissatisfaction, but such oral expressions must be reduced to writing before becoming part of an employee's record.

20.2.1 The employee's reply to such complaint or accusation, if received within five (5) working days after he/she has been given the notice referred to in Article 20.2 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.

20.2.2 An employee shall have access to his/her personnel file in the presence of his/her department manager or designate during office hours at a mutually agreeable time, but in no event later than five (5) days after the initial request.

20.3 An employee who has been discharged or suspended shall be given the opportunity of seeing his/her Union representative before he/she is required to leave the Company's premises.

20.4 The Company shall notify the Union President or his/her designate, in writing, within twenty-four (24) hours of any dismissal, suspension, or written

disciplinary action affecting any employee within the bargaining unit.

ARTICLE 21
Grievance and Arbitration

21.1 Should a dispute arise between the Company and any employee regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1: A grievance by an employee shall first be submitted to the employee's supervisor by the employee or his/her Union representative as soon as possible, but not later than ten (10) working days after the alleged grievance has occurred. The supervisor shall have three (3) working days to reply to the grievance.

STEP 2: When a grievance has not been settled at Step 1, the employee and/or his/her Union Representative shall present the grievance to the department manager within five (5) working days after completion of Step 1. The grievance shall be

submitted in writing on a standard record of grievance form and shall include:

- (a) grievor's name and occupation
- (b) supervisor's name
- (c) date of the event giving rise to the grievance;
- (d) nature of the grievance
- (e) the remedy sought from the Company
- (g) identification of the Article(s) allegedly violated.

The department manager shall have five (5) working days to reply to the grievance.

STEP 3 When a grievance has not been settled at Step 2, the Union representative may present the grievance to the Company President or his/her designate within five (5) working days of the expiration of step 2.

The Company President or his/her designate shall have five (5) working days to reply to the grievance.

STEP 4: When a grievance has not been settled at Step 3, either party may refer the grievance to

arbitration within thirty (30) days from the expiration of Step 3.

21.2 If any alleged violation of this Agreement affects more than one (1) employee ~~or~~ affects the interests of the Union as a party to the Agreement, the Union may sign and ~~file~~ the grievance ~~on~~ behalf of the ~~employee(s)~~ specifying the alleged violation of the Agreement. Such grievance shall ~~be~~ processed at Step 2 within five (5) days of the alleged violation having occurred ~~or~~ when it should reasonably have been known to the Union.

21.3 The Company may file a grievance in like manner as the Union may in 21.2 herein.

21.4 When a party invokes arbitration, it shall give notice in writing to the other party within the time limit and at the same time shall notify the next arbitrator ~~on~~ the following list:

- a) Tom Roper
- b) Allen Hope
- c) David McPhillips
- d) Colin Taylor

While ~~the~~ intent is to have a new arbitrator at each of the four arbitrations, that is subject to the availability of each arbitrator.

If ~~an~~ arbitrator selected from the preceding list is not available for a hearing within sixty (60) calendar days of ~~his/her~~ being named by the grieving party, the grievance shall be referred to the arbitrator who is the most readily available.

- 21.5** The Arbitrator shall hear and determine the difference and shall render ~~his/her~~ decision within a maximum ~~of sixty (60)~~ days following a hearing.
- 21.6** An arbitrator shall be governed by the provisions of this Agreement and shall not have the right to change, or make any decision contrary to those provisions, The decision of the arbitrator shall be binding ~~on~~ both sides.
- 21.7** If it is alleged that an employee has been discharged ~~or~~ suspended without just cause, the grievance shall start at Step 3 within five (5) working days.

- 21.8** If a grievance is not pursued within the time limits as set ~~out~~ in this Article, the grievance shall be considered abandoned.
- 21.9** ~~If~~ either party withdraws a grievance, it shall immediately notify the ~~other~~ party in writing.

ARTICLE 22
Annual Vacations

- 22.1** Except as modified by a subsequent clause in this Article, employees who have completed their probationary period shall be entitled to an annual vacation with pay ~~or~~ separation pay in lieu thereof, in accordance ~~with~~ the following table:

SERVICE	VACATION TIME	PAYMENT
Seniority as defined in Article 14 computed as of March 31 of each year	Duration of vacation in working days	% of gross earnings since April 1st of previous year
Less than 12 months	1 day per month worked to a maximum of 10 working days	4%
12 months to 84 months OR (1-7 years)	3 weeks (15 working days)	6%
84 months and over OR 7 years and over	4 weeks (20 working days)	8%

22.1.1 With respect to the application of Article 22.1 it is agreed that no employee shall receive less than the specified number of days per month of vacation at the employee's current rate of pay, regardless of the

amount of gross earnings. Where an employee's **gross** earnings exceed his/her entitlement in working days, such excess amount shall be paid to the employee on the last pay day of April in the year in question.

22.2 Every employee shall be entitled to have at least three (3) weeks of his/her vacation period consecutively scheduled unless requested otherwise by the employee and/or the Company and mutually agreed upon.

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

22.4 An employee may request to begin and end his/her vacation in conjunction with his/her days off, plus any additional days added because of Article 15 and such request will not be unreasonably denied.

22.5 Vacation Scheduling

- (a) Applications for vacations shall be submitted not later than **sixty (60)** days prior to the date requested.

- (b) Provided that an employee's application for vacation is submitted in writing by the last working day in March, he/she shall receive preference in scheduling his/her vacation on the basis of his/her Company seniority within the job function to which he/she is assigned in accordance with Article 42 of this Agreement.

22.6 Upon termination of employment, an employee (Or his/her estate in the case of death) shall receive accrued vacation pay earned in accordance with the provisions of Article 22.1 plus pay for any vacation period previously earned but not taken.

22.7 Generally, vacations will not be taken past the last day of February in the following year. In special circumstances and with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

ARTICLE 23
General Holidays

23.1 The following shall be treated as general holidays for the purpose of this Article:

Boxing Day
New Year's Day
Good Friday
Victoria Day
Canada Day
Christmas Day
British Columbia Day (first Monday in
August)
Labour Day
Thanksgiving Day
Remembrance Day

23.1.1 Employees may take one additional day off (floating holiday) per contract year, such holiday to be taken at a mutually agreeable time.

23.2 If a holiday falls on a scheduled work day and the employee is not required to work, he/she shall receive his/her normal basic pay for such day [eight (8) hours] at the basic rate.

- 23.3** If a holiday falls on a scheduled work day and ~~the~~ employee is required to work, ~~he/she~~ shall receive one and ~~one-half~~ (1 1/2) times his/her basic rate, in addition to the basic rate. with a minimum credit of eight (8) hours. All hours worked and/or credited in excess of eight (8) hours shall be paid at an additional ~~one-half~~ (1/2) times the basic rate. ~~All~~ hours worked and/or credited in excess of ~~twelve~~ (12) hours shall be paid at an additional ~~one-half~~ (1/2) times the basic rate.

Recap

0 - 8 hours	8 hr. minimum	1½ x basic rate plus basic rate
8 - 12 hours		2 x basic rate
12 hours plus		2½ x basic rate

- 23.4** In ~~the~~ event a General Holiday occurs during an employee's vacation ~~or~~ falls ~~on~~ a scheduled day off, ~~the employee~~ shall receive, at his/her option, either one (1) additional day's pay for that ~~week~~, ~~or~~ one (1) day added to his/her annual leave, ~~or~~ one (1) day off with pay at a mutually agreeable time.

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

23.6 Before November 15th of each year, the Company will ascertain the wishes of the employees regarding scheduling of Christmas and New Year's holidays. An employee shall be scheduled off either on Christmas Day or on New Year's Day based on seniority and the employee shall not be scheduled to work past 19:30 hours on the eve of the holiday which he/she receives off. In the case of an emergency, an employee may be required to perform work on both holidays.

23.6.1 The Christmas and New Year's holiday schedule shall be posted not later than the 30th day of November.

ARTICLE 24
Compensatory Leave

- 24.1** At the mutual agreement of the department manager and ~~the~~ employee, the employee may accumulate compensatory leave for work performed beyond eight (8) hours on a regular day or for work performed on a scheduled day off ~~or~~ a General Holiday.
- 24.2** Compensatory leave shall be credited to the employee at the applicable rate in effect for the time worked.
- 24.3** The ~~maximum~~ allowable accumulation of compensatory leave shall not exceed eighty (80) hours, which shall be taken ~~or~~ paid out by August 31st of each year.
- 24.4** Compensatory Leave credits may be added to the employee's annual vacation or may be taken at other mutually agreeable times.

ARTICLE 25
Leaves of Absence

25.1 Compassionate Leave

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

When travelling time is necessary, up to two (2) additional days without pay shall be granted.

25.2 Educational Leave

When an employee is advised by the Company to attend seminars, educational courses, etc. pertaining to the television industry, he/she shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel.

25.3 Other Leave

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

The employee will make all reasonable effort to schedule such appointments outside his/her tour.

25.4 If an employee desires a leave of absence for reasons other than those referred to herein, the employee must obtain written permission from the Company. All requests for such leave of absence must be submitted in writing no later than two (2) weeks in advance.

25.4.1 During authorized leaves of absence of one month or less, an employee shall accumulate seniority.

25.5 Maternity/Child Care and Paternity Leave

An employee who has completed the probationary period set out in Article 15 of this Agreement shall be entitled to Maternity/Child Care Leave in accordance with the provisions set out in the Canada Labour Code, except that the six (6) month restriction contained in Section 206(a) shall not apply.

25.5.1 During the period of Maternity/Child Care Leave, the Company shall continue to make payments on behalf of the employee to any pension, medical or other plan beneficial to the employee in the same manner as if the employee were not absent.

25.5.2 In addition to the benefits provided under ~~Section 209.1, 209.2 and 209.21~~ of the Canada Labour Code, an employee who is reinstated under this ~~Section~~ shall be entitled to all increments to wages and benefits in the same manner as if the employee were not absent.

25.5.3 The Company will grant five (5) days paid paternity leave on the occasion of the birth of a male employee's child, provided the employee submits a written request at least one month in advance and supplies written confirmation from the spouse's doctor.

25.6 Jury Duty

An employee called to serve on a jury shall suffer no loss of pay for the period he/she is required to attend in court, provided that:

- (a) the employee pays to the Company all fees received for such service; and
- (b) he/she returns to work if relieved prior to the expiration of one-half (1/2) of his/her tour of duty for that day.

25.6.1 Before making payment, the Company may require the employee to furnish evidence of the employee's attendance in court.

25.7 Witness Leave

An employee subpoenaed to give evidence in a judicial proceeding shall suffer no loss of pay for the period he/she is required to give evidence in such proceeding.

25.7.1 Before making payment, the Company may require the employee to furnish evidence of the employee's attendance in court, as well as evidence of the time spent by the employee giving his/her testimony.

25.8 Where an urgent family matter necessitates an employee being absent from work, the employee may, with the approval of the Company, utilize up to ~~two~~ (2) days of sick leave as accumulated pursuant to Article 26, in respect of such absence, or absences during each collective agreement year. Approval for the same shall not be unreasonably withheld.

An employee may use a minimum of one-half day (4 hours) of leave at any one time.

ARTICLE 26

Sick Leave

26.1 An employee who is absent because of illness or incapacity shall receive sick leave computed on the basis of one and one-half (1 1/2) days for each calendar month of seniority, cumulative from year to year to a maximum of ninety-one (91) days subject to the following:

26.1.1 A benefit of sixty-six and two-thirds percent (66 2/3%) of monthly salary to a maximum of two thousand six hundred and twenty-five dollars (\$2,625) per month shall be paid for fifteen (15) weeks following fourteen (14) working days of disability.

26.1.2 Where an employee is absent for three (3) days or less, the employee may be required to supply a written declaration of illness. Where the absence exceeds three (3) days, the employee may be required to offer satisfactory proof of illness, e.g. medical examination, at the expense of the Company.

Where the Company has reasonable grounds to believe that an employee's reported illness may not be illness of a bona fide nature, or where the employee's

attendance for reasons attributable to illness has become irregular, the Company may require satisfactory proof of illness at any time in ~~respect~~ of an absence from work attributable to illness.

An employee shall be advised as early as reasonably possible, but not later than the end of his/her scheduled shift (where the employee can be contacted by telephone) that satisfactory proof of illness is required.

26.1.3 In the event that an employee is unable to report for work as scheduled for any reason, the employee shall notify his/her Department Manager or immediate Supervisor as early as is reasonably possible to do so, prior to the ~~start~~ of his/her scheduled shift. Where it is not reasonably possible to provide notification prior to the start of the shift, ~~the~~ employee shall notify his/her Department Manager or immediate **Supervisor** at the earliest possible **time**.

26.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits, or health and welfare benefits as in this agreement.

- 26.3** Should an employee fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.

ARTICLE 27
Health and Welfare

- 27.1** The Company shall maintain life insurance, weekly indemnity, medical/dental and long term disability group plans at no less than the current level of benefit. The Company agrees that no change shall be made to the terms and conditions of such plans without prior consultation with the Union.
- 27.2** Part-time employees shall be entitled to enrol in the plans set out in Article 27.1, subject to the terms and conditions contained in Letter of Understanding #4 attached to this Agreement.
- 27.3** Part-time employees who do not qualify for health and welfare benefits as set out in Article 27.2 shall receive thirty-five cents (35¢) per hour, not to be added to the employee's base hourly rate for each regular hour worked.

ARTICLE 28
Hours of Work

28.1 **Definitions**

For the purposes of this Article:

"hours worked" are calculated to the end of the quarter hour in which work is performed and exclude the first meal period in a tour but include all rest periods and any meal period after the first meal period:

"**overtime**" means any hours worked which are authorized ~~or~~ approved, and which are :

- over ~~forty~~ hours in a ~~work~~ week; ~~or~~
- over eight hours in a ~~tour~~; ~~or~~
- on a scheduled day ~~off~~;

'**tour**' means authorized ~~or~~ approved hours worked during a calendar day which (except for the first meal period) are continuous; provided that if the tour extends beyond midnight it shall be considered as falling ~~wholly~~ within the calendar day ~~on~~ which it ~~starts~~:

"turnaround" means the **period** between the end of one tour and the start of the next tour. In the case of a callback, 'turnaround' means the period between the end of the call back and the start of the next tour.

Tours

A tour **shall** be a minimum of **8** hours **worked** which (except for the first meal **period**) shall be continuous unless otherwise agreed by **the** parties.

ARTICLE 29

Work Week and Days Off

29.1 The standard work week shall commence at 12:01 a.m. Monday and shall include five tours worked or paid, which need not be ~~on~~ consecutive days.

29.2 Definitions

- (a) "Day off" shall mean a period, not part of ~~an~~ employee's regular work week, consisting of at least **24** hours plus a turn-around. A certain number ~~of~~ "days off" means that number ~~of~~ 24-hour periods plus one turn-around: e.g. **"two** days off" equals at **least** **60** hours.

(b) 'Weekend' shall mean Saturday and Sunday.

(c) Weekend off shall include ~~two~~ days off.

29.3 Each employee is entitled to ~~two~~ days off during a work week, which shall be consecutive. However, days off may be separated by a ~~holiday~~ if no work is performed ~~on~~ the ~~holiday~~.

29.4 The Company shall make every effort to schedule days off on weekends as frequently as possible, and will ~~endeavour~~ to avoid scheduling an employee to work more than two weekends in a row. An employee must receive a minimum of four weekends during each three calendar months. Where an employee does not receive this minimum number of weekends off during a three-month period, ~~he/she~~ shall receive ~~his/her~~ basic rate of pay in addition to any other payments received under this Agreement for any day ~~on~~ which work is assigned and performed during any of the four weekends.

ARTICLE 30
Scheduling

30.1 Posting of Schedules

In order to ensure that each employee is advised of his/her work schedule at ~~the~~ earliest possible time, each employee's weekly schedule shall be posted as early as possible, but in no event later than Tuesday of the week prior to the week in question.

30.1.1 Each employee's schedule shall state clearly his/her start time, finishing time, meal start time, and days off.

30.1.2 In the event that an employee's schedule is not posted in accordance with ~~sub-sections~~ 30.1 and 30.1.1, the previous weekly schedule shall carry over until a new schedule is posted, subject to all of the provisions of this Agreement.

30.2 Changes in Schedules

After a schedule is posted, days off will not be changed unless there is mutual agreement between the employee and the Company.

30.2.1 The company shall give an ~~employee~~ notice ~~of~~ reduction in hours ~~or~~ change in starting time by 1500 hours (3:00 p.m.) on the day prior to the day in question.

30.2.2 Where sufficient notice in accordance with 30.2.1 is not given:

- in the case of reduction in hours, the employee shall receive credit for hours originally scheduled; and

- in the case of a change in starting time, the employee shall receive credit for hours originally scheduled, plus any additional hours.

ARTICLE 31

Meal Periods

31.1 A first meal period ~~of~~ sixty (60) minutes duration shall be scheduled not earlier than the start of the fourth hour of a tour and end not later than the start of the seventh hour ~~of~~ the tour.

31.1.1 Notwithstanding the provisions of Article 31.1, employees classified as Reporter and ENG Operator who are assigned to news gathering shall be subject to a first meal period of thirty (30) minutes duration. Such meal period shall be scheduled not earlier than the start of the fourth hour of a tour and end not later than the start of the sixth hour of the tour.

31.2 A second meal period of not less than thirty (30) minutes shall be scheduled in tours of ten hours or more. It shall be scheduled within the third, fourth, or fifth hour after the completion of the first meal period. Seven dollars (\$7.00) shall be allowed for the cost of the second meal, whether taken or not.

31.3 A subsequent meal period of not less than thirty (30) minutes shall be scheduled within the third, fourth, or fifth hour after the completion of a prior meal period. Five dollars (\$5.00) shall be allowed for the cost of the meal, whether taken or not.

31.4 When an employee is not given a meal period within the time limits required by this Article, he/she shall receive compensation, in addition to his/her regular salary, from the beginning of the fifth hour to the start of the meal period given, with a minimum

credit of one (1) hour. Compensation shall be an amount equal to ~~one-half~~ (1/2) the employee's basic hourly rate for each hour ~~or~~ part thereof worked ~~or~~ credited. It shall apply to each displaced meal period.

31.5 In the event that an employee is not given a second ~~or~~ subsequent meal period, thirty (30) minutes will be added to the end of his/her shift as time worked, for each missed meal period.

31.6 If an employee is working at a location where facilities to obtain an appropriate meal are not readily available during the ~~assigned~~ meal period, the Company shall either:

- (a) supply the employee with adequate transportation and allow him/her sufficient added time to travel to where an appropriate meal can be obtained; ~~or~~
- (b) furnish the employee with an appropriate meal, in which case the cost of the meal shall be deducted ~~from~~ the meal allowance payable ~~for~~ that meal.

31.7 Employees shall not be required to travel from *their* normal place of employment to ~~other~~ locations within the area during any part of their meal periods.

ARTICLE 32

Rest Periods/Smoke Breaks

- 32.1** Employees shall receive one fifteen-minute rest period/~~smoke~~ break between the start of the tour and the meal period, and a second fifteen-minute rest period between the meal period and the end of the tour. These rest periods/~~smoke~~ breaks shall not be assigned during the first hour or the last hour of the tour.
- 32.2** On a tour of more than eight hours, employees shall receive a rest period/~~smoke~~ break during every three-hour segment thereafter.
- 32.3** Rest periods/~~smoke~~ breaks shall not be assigned during meal periods.
- 32.4** When an employee is required to work through a break period, **fifteen** (15) minutes for each such break period shall be added to the end of the tour of duty as time worked.

ARTICLE 33

Overtime

- 33.1** An employee may refuse to work overtime. However, if all employees in a classification refuse to work, the Company may require the most junior qualified employee in the classification or in the Company to do the work, and in the case of work or an assignment of a continuing nature, the employee who had been assigned to the work ~~or~~ assignment may be required to perform the overtime.
- 33.2** Overtime will be scheduled within classifications in a manner that equalizes, as much as possible, the overtime opportunities for employees.
- 33.3** Overtime after eight hours in a tour shall ~~be~~ paid at one and one-half rate for the first four hours and ~~two~~ times rate for all hours thereafter.
- 33.4** Overtime on a scheduled day off shall be compensated as follows:
- 33.4.1** If work is performed ~~or~~ credited ~~on~~ one day off in a week, ~~he/she~~ shall receive time and one-half

computed separately from the work week for all hours worked with a minimum credit of eight (8) hours;

33.4.2 If the hours worked or credited on a day off exceed eight (8) hours, all hours worked or credited in excess of eight (8) hours or less than twelve (12) hours will be paid at an additional one-half (1/2) times the basic rate over and above the rates contained in **33.4.1**; and

33.4.3 If the hours worked or credited on the day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) times the basic rate over and above the rate contained in **33.4.1**.

33.5 Where the Company does not notify an employee of an overtime assignment by 1500 hours (3:00 p.m.) of the previous day, all overtime in excess of two hours shall be compensated at one-half times the employee's basic rate in addition to any other payments received under this Agreement for work performed in excess of the two hours referred to above; provided that overtime not in excess of four (4) hours, incurred under this provision with respect to sick relief of an employee who has not notified the Company of his/her inability to

work his/her scheduled shift at least two hours prior to the commencement of that shift, shall be deemed to be scheduled overtime.

- 33.6** Notice of cancellation of assigned **work on** a scheduled day off **or** extra day off shall be given no later **than** 1500 hours of the day prior to the day in question. If such notice is not given, **the employee** shall receive eight (8) hours pay at the straight time rate, computed separately from **the** work week, provided the employee is released from duty for the entire **tour**.

ARTICLE 34

Call Back

- 34.1** "Call-back" shall be defined as **work** assigned to an employee after he/she has completed his/her tour of duty, provided such **work** assignment is not continuous **with** the employee's **tour**.
- 34.2** An employee required to **work** a call back shall be **paid** in accordance **with** the unscheduled overtime provisions of **33.5**, with a minimum credit of four (4) hours.

- 34.3** Calculation of turnaround shall be made from the end of the last hour worked in the callback, regardless of the minimum credit.
- 34.4** An employee may refuse to work a call back. However, if all employees in a classification refuse to work, the Company may require the most junior qualified employee in the classification to do the work.

ARTICLE 35

Turnaround

- 35.1** There shall be a turn-around between tours. All turn-arounds shall be at least 12 hours.
- 35.2** All time scheduled and/or worked and any meal period during any of the turn-around periods shall be compensated for, in addition to the regular basic rate, at one-half (1/2) times such basic rate or the portion of such assignments which encroaches on the turnaround period.

Compensation shall be one and one-half (1 1/2) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on

the four (4) hours period immediately following the end of the employee's original schedule or any extension thereof, and shall be one (1) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the fifth, sixth, seventh, or eighth hours immediately following the end of an employee's original schedule or any extension thereof.

Recap :

Hours between stop and start time	Compensation
0 - 4 hours	+ 1½ x basic
4 - 8 hours	+ 1 x basic
8 - 12 hours	+ ½ x basic

35.3 Notwithstanding the provisions of 35.2 above, a premium shall not be paid when an encroachment or a turn-around period occurs in the following circumstances:

35.3.1 An employee is on a regular rotating shift pattern which is preceded or followed by a day off.

35.3.2 Matters pertaining to negotiations or the processing of grievances.

ARTICLE 36
Night Premium

36.1 When an employee's tour includes the hours of 0200 (2:00 a.m.) to 0500 (5:00 a.m.), he/she shall be paid a night premium (in addition to any ~~other~~ premium to which he/she is entitled) ~~of~~ fifteen percent (15%) over his/her basic rate for all hours worked.

ARTICLE 37
Upgrading

37.1 An employee who is required to temporarily work in a higher-rated ~~job~~ classification ~~or~~ to work outside the bargaining unit for four (4) hours ~~or~~ more, shall be paid at the higher rate, provided that such rate is not less than twenty percent (20%) above ~~the~~ employee's regular rate.

37.2 An employee who is not assigned to a senior classification and who is required to train ~~or~~ supervise a trainee, shall be paid at the premium rate as set out in 37.1 above.

37.3 The provisions of Article **37.1** and **37.2** shall not apply when an employee is assigned to work in a higher rated **job** function for training or trial, for a maximum of **twenty (20)** working days, and, where a qualified staff member is assigned for the entire tour to assist in such training.

ARTICLE 38

Clothing and Tool Allowance

38.1 Upon completion of their probationary **period**, full-time on-air reporters shall qualify for a clothing allowance to the **value** of eight hundred dollars (**\$800.00**) per contract **year** for the purchase of appropriate clothing.

38.1.1 Where appropriate clothing is available for purchase from a clothing **source(s)** which has or is doing advertising business with **U.TV**, the appropriate clothing shall be purchased from that clothing **source(s)**.

38.1.2 **Where** appropriate clothing is not available for purchase as in Article **38.1.1**, the clothing allowance (in **whole** or in part) shall be payable to the employee

upon the submission of receipts for the purchase of appropriate clothing.

- 38.2** Upon completion of their probationary period, employees classified as Maintenance Engineer and Senior Maintenance Engineer shall receive a tool allowance of one hundred fifty dollars (\$150.00),

ARTICLE 39
Auto Expenses

- 39.1** The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.
- 39.2** If an employee is authorized to use his/her own automobile for transportation in connection with his/her duties, he/she shall be reimbursed at the rate of:

<u>Date of Signing</u>	<u>September 1, 1997</u>
\$0.31 per kilometer	\$0.32 per kilometer

- 39.3** When an employee on Company business is involved in an accident resulting in damage to his/her car and the amount of damage cannot be recovered

from any other person or persons, the Company agrees to reimburse the employee the lesser amount of the deductible or five-hundred dollars (\$500.00).

39.4 If an employee requires higher automobile insurance rates due to using his/her personal car for business purposes, the Company **shall** reimburse him/her for any additional premium charged above the "Drive to Work" insurance rate. The Company shall not require an employee to drive his/her car to work.

39.5 It is expressly agreed that the use of an employee's car in executing the business of the company is not compulsory, and he/she may decline to do so under normal circumstances. However, in the case of an emergency, an employee's agreement to use his/her car will not be unreasonably withheld.

39.6 The Company shall supply all E.N.G. Camera Operators with an automobile for the purpose of performing E.N.G. work. All job-related expenses will be reimbursed after completion and approval of a Company expense report and the submission of relevant receipts.

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

ARTICLE 40

Travel

40.1 Personal expenses incurred by employees on remote assignment outside the Greater Vancouver Regional District shall be paid as follows:

40.1.1 Where an employee is given a remote assignment which does not require him/her to stay overnight, he/she shall receive a meal allowance on the following basis:

	Date of <u>Signing</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Breakfast	\$10.75	\$11.00	\$11.50
Lunch	12.75	13.00	13.50
Dinner	21.25	21.50	22.00

40.1.2 Employees required to stay overnight shall be paid in advance, a per diem as follows to cover a twenty-four (24) hour period:

Date of <u>Signing</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
	\$49.00	\$50.00
		\$51.00

Where an absence involves fractions of a day, three dollars (\$3.00) per hour to the maximum of the per diem shall be paid. Where exceptional conditions require a higher per diem than those contained herein, the Company may in its discretion provide an additional amount based on conditions at the locations concerned. Employees in receipt of per diem payments need not provide accounts or receipts for expenses.

40.1.3 An employee on a remote assignment which requires him/her to stay overnight shall be reimbursed, upon the presentation of proper accounts and receipts, for the reasonable cost of accommodation.

40.1.4 Where an employee is given a remote assignment, he/she shall be reimbursed, upon the

presentation of proper accounts and receipts, for all reasonable transit expenses.

- 40.2** An employee required to travel to a remote assignment shall be credited with all time consumed in transit to and from the remote assignment. However, when travel to and from a remote assignment outside of British Columbia is on a common carrier, the employee shall be paid at straight time to a maximum of eight (8) hours for the time spent travelling.

ARTICLE 41

Safely

- 41.1** The Company agrees to give proper attention to the health and safety of its employees and to adhere to all the provisions of the Workers' Compensation Act of British Columbia, all Rules and Regulations thereto, and any other statute, Federal or Provincial dealing with the safety and health of the Company's employees.
- 41.2** Having due regard to health and safety, the Company agrees to try to equalize the work load so

that any individual employee is not repeatedly scheduled excessive hours of work.

41.3 The Company shall not require an employee to undertake, and no employee shall undertake, dangerous or hazardous work. An employee's refusal to undertake such work will in no way be held against the employee or prejudice his/her employment with the Company.

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

41.3.2 On assignments involving climbing on remote locations, a minimum of two (2) employees shall be assigned.

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

41.3.3 An employee who has a valid inability as determined by the Workers' Compensation Board shall

be disqualified from that **job** function within the bargaining unit.

41.3.4 Pregnant employees shall not be required to work ~~on~~ V.D.T.'s. The employer will make **every** reasonable effort to provide alternate work. Where it is not possible to provide alternate work, the employer shall grant an unpaid leave of **absence on demand**. **Article 25** shall apply to such leaves ~~of absence~~, except that **any** time limits incorporated into that Article by reference to the Canada Labour Code, pertaining to the period before ~~the~~ date of confinement, shall not apply.

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

41.5 The Company shall **appoint** delegates to act as ~~one-half~~ of the Safety Committee which, in conjunction with two members of the bargaining unit, shall make

recommendations to the Company relating to the safety and health of the members of the bargaining unit.

- 41.6** The Company shall, after prior approval and at the discretion of the department manager, reimburse an employee for fees paid by an employee, as tuition, for any industry-related course including Workers' Compensation Board and Industrial First Aid Certificate courses. Payment is to be made after successful completion of such courses.
- 41.7** The Company shall pay a monthly bonus (not to be included in base rate) in the amount of fifty dollars (\$50.00) to each bargaining unit member, to a maximum of four at any one time, who successfully completes the Industrial First Aid course and maintains a valid certificate. The intent of this clause is to have the four designated bargaining unit members contribute toward the fulfillment of the Company's obligations under the Workers' Compensation Act and, therefore, the selection shall be made after prior consultation with the Union.

ARTICLE 42
Classifications and Salary Groups

42.1 Those "production staff" classifications covered by this Agreement are as follows:

1. Production Assistant Trainee
2. Production Assistant
Junior writer/researcher
3. Production Assistant Intermediate
Make-up Artist
4. Writer/researcher - Intermediate
Host/Promotions
Intermediate Reporter
Junior Associate Producer
Assignment Coordinator
5. Writer/researcher
Reporter
Senior Production Assistant
6. Senior writer/researcher
Associate Producer

7. Senior Reporter
Senior Associate Producer
ENG Co-ordinator

42.2 Those "technical/clerical staff classifications covered by this Agreement are as follows:

1. ENG Assistant Trainee
Operations Assistant
Courier
Receptionist
- 1.1 Traffic/Accounting Clerk
Accounts Payable Clerk
Accounts Receivable Clerk
Payroll Clerk
Traffic Clerk
Sales Secretary
Engineering Secretary
2. Payroll Administrator
ENG Assistant
Telecine Operator
Shipper
Program Assistant
Audio Assistant
Record/Tape Librarian

Promotions Assistant
Senior Accounts Payable Clerk
Administrative Assistant - News
Secretary

3. Staging Technician
Senior Telecine Operator
Film Editor
Traffic Co-ordinator
Scheduling Co-ordinator
4. Video Operator
Master Control Operator
Audio Operator
On Air Operator
Camera Operator
VTR Operator
Lighting Operator
Carpenter
- 4.1 Electronic Graphics Operator
Graphic *Artist*
Promotions Writer/Producer
5. ENG Editor
ENG Operator
VTR Editor
Floor Director

6. Senior Video Operator
Lighting Director
Senior VTR Operator
Senior Master Control Operator
Senior Camera Operator
Senior ENG Operator
Senior Audio operator
Senior **Floor** Director
Senior Graphic Artist
Senior Electronics Graphics Operator
Senior ENG Editor
Senior VTR Editor
Senior Carpenter
On-Air Coordinator (Equipment Operating and
Supervisory Skills)
Maintenance Engineer
Photo-Journalist
- 6.1 ENG Editing Coordinator (Editing and
Supervisory Skills)
7. Senior Maintenance Engineer
Senior Photo-Journalist

42.3 COMPENSATION

Contract Year #1

September 1, 1995 - August 31, 1996

1. Effective on the date of signing, a compensation percentage increase of two and one-half percent (2.5%) broken down as follows:

1.1 Two percent (2%) to be added to the minimum and maximum of all salary scales and at all levels within the scales. Employees above the maximum to receive a two percent (2%) salary increase.

1.2 The Company to increase its contribution to the Retirement Plan by one-half of one percent (0.5%), thereby increasing the Company's contributions to one and one-half percent (1.5%).

1.3 In addition to compensation increases as described in 1.1 and 1.2, all full-time employees on the payroll at the date of signing to be paid a gross lump sum of \$1,000.00. Part-time employees to receive a pro-rata payment having regard for the hours actually Worked.

1.4 In addition to compensation increases as described in 1.1 and 1.2, annual increments to

continue for those employees who **are** entitled to an increment. The same represents a **payroll** increase of approximately 1.0%.

Contract Year #2
September 1, 1996 - August 31, 1997

2. Effective September 1, 1996, a compensation percentage of three and one-quarter percent (3.25%) broken down as follows:

2.1 Three percent (3.0%) to be added to the minimum and maximum of all salary scales and at all levels

within the scales. Employees above the maximum to receive a three percent (3.0%) salary increase.

2.2 The Company to increase its contribution to the Retirement Plan by one-quarter of one percent (0.25%), thereby increasing contributions to one and three-quarters percent (1.75%).

2.3 In addition to compensation increases as described in 2.1 and 2.2, annual increments to **continue** for those employees who are entitled to an increment. The same represents a **payroll** increase of approximately 0.7%.

Contract Year #3
September 1, 1997 - August 31, 1998

3. Effective September 1, 1997, a compensation percentage increase of three and onequarter percent (3.25%) broken down as follows:

3.1 Three percent (3.0%) to be added to the minimum and maximum of all salary scales and at all levels

within the scales. Employees above the maximum to receive a three percent (3.0%) salary increase.

3.2 The Company to increase its contribution to the Retirement plan by onequarter of one percent (0.25%), thereby increasing the Company's contributions to two percent (2%).

3.3 In addition to the compensation increases as described in 3.1 and 3.2, annual increments to continue to those employees who are entitled to an increment. The same represents a payroll increase of approximately .35%

MEMORANDUM
R E LUMP SUM PAYMENT

Qualifying full-time employees shall be paid a gross lump sum payment of **\$1,000**. Part-time employees ~~shall~~ be paid a lump sum payment ~~on~~ a pro rata basis. An employee not ~~on~~ the active payroll ~~of~~ the Company as of the date of ratification shall not be entitled to the ~~whole or~~ any part ~~of~~ the lump sum payment.

The following conditions shall apply.

Full time Employees

4.1 In ~~order~~ to qualify for the said amount, an employee will have been a full-time employee ~~on~~ September 1, 1995 and is expected to continue as a full-time employee until August 31, 1996.

4.2 An employee who commenced full-time employment after September 1, 1995 will be paid a lump sum payment ~~on~~ a pro-rata basis, having regard for ~~the~~ regular hours actually worked by ~~the~~ employee.

4.3 An employee who leaves ~~the~~ employ ~~of~~ the Company of his/her own accord ~~or~~ who is terminated for just cause prior to August 31, 1996, shall have any over-payment deducted ~~on~~ a pro-rata basis from his/her outstanding monies owing to him/her at the

time of termination.

4.4 An employee on an unpaid leave for any reason will be paid a lump sum payment on a pro rata basis based on the September 1, 1995 - August 31, 1996 year.

Part-time Employees

4.5 Payment will be made on a pro-rata basis that is having regard for the hours actually worked during the period September 1, 1995 to August 31, 1996.

4.6 For the purposes of determining the amount of lump sum payment initially payable to a part-time employee, the payment will be based on the regular hours worked by the part-time employee during the preceding 12 months contract period (September 1, 1994 - August 31, 1995).

4.7 At August 31, 1996, there shall be a determination as to the hours actually worked during the preceding 12 month period. Where the employee has worked more or less regular hours than presumed in paragraph 2.5, an adjustment will be made as at August 31, 1996.

4.8 A part-time employee who leaves the employ of the Company or is not available for work or who is terminated for just cause, shall be subject to the

procedure as set out in paragraph 4.3.

4.9 Employees assigned to a job sharing arrangement will receive a lump sum payment pro-rata having regard to their regular hours of work.

4.10 If all terms and conditions of settlement are ratified by December 5, 1995, lump sum payments shall be made to employees no later than December 18, 1995.

4.11 Employees have the options of having their lump sum payments paid directly to the U.T.V Retirement Plan or to their personal RRSP account.

4.12 In the event the terms of settlement are not ratified by December 5, 1995, this proposal respecting lump sum payments is unconditionally withdrawn.

42.4 Salary Group Levels**SCHEDULE**

Group 1 ENG Assistant Trainee, Operations
 Assistant, Courier, Receptionist, Production Assistant
 Trainee

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
<u>Stat</u>	1979	2038	2099
6 months	2056	2118	2182
1 year	2148	2213	2279
2 years	2242	2309	2379
3 years	2336	2406	2478
4 years	2430	2503	2578
5 years	2526	2601	2679

Group 1.1 Traffic/Accounting Clerk, Accounts Payable Clerk, Accounts Receivable Clerk, Payroll Clerk, Traffic Clerk, Sales Secretary, Engineering Secretary

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Stat	2184	2249	2317
6 months	2275	2343	2413
1 year	2365	2436	2509
2 years	2469	2544	2620
3 years	2571	2649	2728
4 years	2720	2802	2886
5 years	2827	2912	3000

Group 2 Payroll Administrator, ENG Assistant, Telecine Operator, Shipper, Program Assistant, Audio Assistant, Record/Tape Librarian, Promotions Assistant, Senior Accounts Payable Clerk, Administrative Assistant - News, Secretary, Production Assistant, Junior Writer/Researcher

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Stat	2389	2461	2534
6 months	2492	2567	2644
1 year	2584	2661	2741
2 years	2696	2777	2860
3 years	2810	2894	2981
4 years	3009	3099	3192
5 years	3127	3221	3318

Group 3 Staging Technician, Senior Telecine Operator, Film Editor, Traffic Co-ordinator, Production Assistant Intermediate, Make-up Artist, Scheduling Co-ordinator

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Start	2416	2489	2564
6 months	2589	2666	2746
1 year	2689	2769	2852
2 years	2803	2887	2974
3 years	2922	3010	3100
4 years	3132	3226	3323
5 years	3256	3354	3454

Group 4 Video Operator, Master Control Operator, Audio Operator, On Air Operator, Camera Operator, VTR Operator, Lighting Operator, Carpenter, Writer/researcher-Intermediate, Host/Promotions, Intermediate Reporter, Junior Associate Producer, Assignment Coordinator

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Stat	2690	2770	2854
6 months	2784	2867	2953
1 year	2880	2967	3056
2 years	3040	3131	3225
3 years	3168	3263	3361
4 years	3370	3471	3575
5 years	3504	3609	3717

Group 4.1 Electronic Graphics Operator, Graphic Artist, Promotions Writer/Producer

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Start	2756	2839	2924
6 months	2854	2940	3028
1 year	2955	3044	3135
2 years	3117	3211	3307
3 years	3249	3346	3447
4 years	3456	3559	3666
5 years	3593	3701	3812

Group5 ENG Editor, ENG Operator, VTR Editor,
Floor Director, Writer/researcher, Reporter, Senior
Production Assistant

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Start	2824	2909	2996
6 months	2923	3011	3101
1 year	3027	3118	3212
2 years	3194	3289	3388
3 years	3327	3427	3530
4 years	3539	3646	3755
5 years	3681	3792	3905

Group 6 Senior Video Operator, Lighting Director, On-Air Coordinator (Equipment Operating and Supervisory Skills), Senior Master Control Operator, Senior Camera Operator, Senior ENG Operator, Senior Audio Operator, Senior Floor Director, Senior Graphic Artist, Senior Electronics Graphics Operator, Senior **ENG Editor**, Senior Carpenter, Senior VTR Editor, Maintenance Engineer, Senior Writer/Researcher, Associate Producer, Photo-Journalist

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Start	2949	3037	3128
6 months	3049	3140	3234
1 year	3144	3238	3335
2 years	3303	3402	3504
3 years	3434	3537	3643
4 years	3659	3769	3882
5 years	3804	3918	4035

Group 6.1 ENG Editing Co-ordinator (Editing and Supervisory Skills)

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
Start	3090	3183	3278
6 months	3197	3293	3392
1 year	3300	3399	3501
2 years	3490	3595	3703
3 years	3662	3772	3885
4 years	3979	4092	4215
5 years	4130	4254	4382

Group 7 Senior Maintenance Engineer, Senior Reporter, Senior Associate Producer, ENG Co-ordinator, Senior Photo-Journalist

	Signing		
	<u>Date</u>	<u>Sept. 1/96</u>	<u>Sept. 1/97</u>
start	3229	3326	3426
6 months	3345	3445	3548
1 year	3456	3559	3666
2 years	3677	3787	3901
3 years	3888	4005	4125
4 years	4286	4415	4547
5 years	4455	4589	4727

ARTICLE 43
General Salary Provisions

43.1 All Group 1 trainees **will** move to the Group 2 positions in the same function after twelve (12) months of service in their trainee function.

43.2 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 annual anniversary date of employment within the classification. Employees hired from the first to the fifteenth of the month shall receive increases effective the first day of the month and employees hired from the sixteenth to the last day of the month shall receive increases effective the first day of the next month unless ~~otherwise~~ specified.

43.3 Each employee will ~~complete~~ a time sheet as prescribed by the Company. This time sheet shall be signed by the employee and the supervisor and upon ~~submission~~ to the Company will become a permanent part of the employee's records. The Company will provide ~~copies of~~ each ~~corrected~~ time sheet to the employee and these will be attached to the pay cheque for the period in question. It is the responsibility of the Company to calculate the employee's pay ~~on~~ the basis of the Information supplied ~~on~~ the time sheets. 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 and the President of the Union shall have access to the employee's pay records upon reasonable notice to the Company.

43.4 All overtime must be approved by the Department Manager or his/her designate. Payment for overtime work, premiums and penalties shall be made not later than the end of the month following the month that such overtime etc. is worked, where the employee's time sheet has been submitted to his/her Department Manager or his/her designate in a timely manner. Time sheets shall be submitted within seven (7) days following the completion of each two (2) week work period.

43.5 Salaries will be paid on the fifteenth and the last day of the month. However, an employee shall be paid the working day before, should the pay day fall on either a Saturday, Sunday or general holiday.

43.6 The term "basic rate" is understood to mean the basic hourly rate of the employee involved. For purposes of computing an employee's hourly rate of basic pay, his/her monthly salary shall be divided by one hundred and seventy-three (173) hours.

- 43.7** Employees shall be paid according to the wage schedule in Article 42.3 at a ~~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 and educational qualifications recognized by ~~the~~ Company.
- 43.8** The right to reclassify an employee to a ~~senior~~ classification continues to be at the discretion of the Company.

ARTICLE 44

Duration of Agreement

- 44.1** This Agreement ~~shall commence on the~~ date of signing and shall remain in force until the ~~31st of August, 1998~~ and from year to year thereafter, unless either party notifies the other party by registered mail, not ~~less~~ than thirty (30) days ~~or~~ more than ninety (90) days prior to the date of expiry, ~~or~~ anniversary of such date, of its intent to modify the Agreement. If such notice is given as specified above, a meeting shall be held within twenty (20) days for the purpose ~~of~~ negotiations and further meetings shall be held as frequently as possible until settlement has been reached ~~or~~ until requirements of Part I of ~~the~~ Canada Labour Code have been met.

In witness whereof the parties hereto have caused this agreement to be executed by their authorized representatives on this 7th day of Nov, 1995

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U,TV, A Division
of CanWest
Television Inc.

P. Simons
H. Henderson

H. Henderson
Bandy
S. Freckel
Don M. Wright

LETTER OF INTENT #1
Employee Time Sheets

With respect to ~~the~~ provisions ~~of~~ Article 43.3 ~~of~~ the Collective Agreement, the following shall apply:

1. Company agrees that it will continue ~~the~~ existing time ~~sheet~~ system that will enable employees to retain a copy of their original time sheets prior to submitting such time sheets to their supervisors. Employees shall also continue to receive copies of corrected time sheets as set out in Article 43.3.
2. A copy ~~of~~ each corrected time sheet shall be provided to ~~the~~ Union and such copy shall clearly delineate ~~between~~ part-time or temporary hours Worked.
3. The Company shall notify the Union in ~~the~~ event of any change in ~~status~~ of part-time or temporary employees as defined in Articles 5.2 and 5.3 of the Collective Agreement.

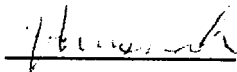
LETTER OF INTENT #1, cont'd.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.T.V. A division
of CanWest
Television Inc.



P. Simons



J. H. ...

Date: Nov. 22, 1995

LETTER OF INTENT #2Health and Welfare Plans Information

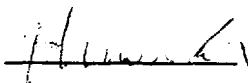
1. With respect to the Health and Welfare plans outlined in ~~Article 27.1~~ of the Collective Agreement, ~~the~~ Company agrees to provide to the Union the following information:
 - (a) All terms and conditions of group insurance contracts as they apply to bargaining unit employees;
 - (b) The most recently available details of plan utilization, including claims experience, regarding bargaining unit employees.

2. The Company further agrees to supply to the Union, following the ~~1989~~ anniversary date of the ~~above-cited~~ Health and Welfare plans, updated details of plan utilization, including claims experience, regarding bargaining unit employees.

LETTER OF INTENT #2, cont'd.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.T.V. A division
of CanWest
Television Inc.


_____

Date:

Nov. 22, 1995

LETTER OF INTENT #3

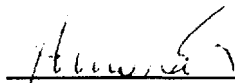
The Company agrees to implement a regular overnight shift in the On-Air department on a trial basis.

If such overnight shift is successful the Company will maintain the shift pattern.

The Company agrees to consult with the Union prior to cancellation of the overnight shift.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.TV, A division
of CanWest
Television Inc.


_____

Date:

Nov. 22, 1995

LETTER OF INTENT #4**Health and Welfare Group Plans
Part-time Employees**

1. Part-time employees will be entitled to enrol in the Company's Health and Welfare Insured Group plans as referred to in Article 27.1, subject to the following conditions:
- (a) Eligibility for enrolment dates shall be March 1st and September 1st of each year.
 - (b) The employee must have worked an average of twenty (20) hours per week during the preceding six (6) month period. For greater clarity, the employee must have worked 520 hours during the period.
 - (c) Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purposes of paragraph (b) herein.
 - (d) The Company may, in its absolute discretion, enrol or continue to enrol an employee in the Insured Group Plans, notwithstanding that an employee may not qualify for enrolment pursuant to paragraph (b) herein.

- (e) A part-time employee covered by the Plan shall, by payroll deduction, pay fifty percent (50%) of the premiums applicable to the dental plan and seventy-five percent (75%) of the premiums applicable to B.C. Medical Plan and the Extended Health Care Plan.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.TV, A division
of CanWest
Television Inc.



Date:

Nov 22, 1995

LETTER OF INTENT #5**Re: Training and Development**

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

Having regard for the foregoing, the Company agrees it shall **make a reasonable** effort to assign full-time employees to fill temporary vacancies as such occasions arise, subject to the following:

1. Where it is known at least five (5) days in advance that a temporary vacancy will be filled, the Company shall notify all interested employees as far in advance as possible of such vacancy.
2. To be eligible for transfer to a temporary position, an employee must:
 - (a) notify the Company in advance, in writing, of his/her desire to work in another job or jobs on a temporary basis;
 - (b) meet the educational requirements for the job in question;

- (c) be capable of performing the work in question after being given reasonable assistance.

It is agreed that the Parties will encourage employees to initiate additional job training during non-working hours, to enrol in off-the-job training programs that may be available and to discuss their career goals with their department managers. The Company agrees to provide reasonable financial assistance to employees who obtain prior approval, for the cost of course fees and/or materials.

The Union agrees to consider, on an individual basis, the provision of waivers, regarding hours of work and scheduling provisions of the Collective Agreement, where such waivers will encourage on-the-job training and further provided that the individual affected is in agreement.

It is agreed that the Parties' representatives shall meet as required during the term of the Collective Agreement to assess the implementation of the provisions of this Letter, to review changing industry conditions and to discuss the impact those changing conditions may have on the Company and its employees

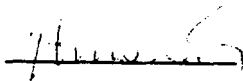
LETTER OF INTENT #5, cont'd.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.T.V. A division
of CanWest
Television Inc.



A. Simons



J. H. H. H.

Date:

Nov 22, 1995

LETTER OF INTENT #6**Retirement Plan**

The retirement plan implemented by the Company effective May 16, 1994 will be amended to reflect the following contribution provisions

- (a) Effective December 1, 1995, *the* contributions of the Company and the employee will each increase from 1% to 1.5% of the employee's basic salary, so that the total contributions are 3.0% and
- (b) Effective September 1, 1996, the contributions of the Company and the employee will each increase from 1.5% to 1.75% of the employee's basic salary, so that the total contributions are 3.5% and
- (c) Effective September 1, 1997, the contributions of the Company and the employee will each increase from 1.75% to 2.0% of the employee's basic salary, so that the total contributions are 4.0%.

LETTER OF INTENT #8, cont'd.

Communications, Energy
and Paperworkers Union
of Canada (CEP)

U.T.V. A division
of CanWest
Television Inc.

Birney

H. H. H. H.

Date: Nov. 22, 1995

121