

*wages  
off  
97-09-01*

SOURCE			
EFF.	97	09	17
TERM.	2000	09	31
NO. OF EMPLOYEES	20		
INDUSTRY EMPLOYÉS	All		

**THIS AGREEMENT** executed between

**CICC/CKOS TELEVISION**

hereinafter referred to as the "Company",

Party of the First Part,

and

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

hereinafter referred to as the "Union",

Party of the Second Part,

*07921(04)*

## TABLE OF CONTENTS

ARTICLE1 . . . . .	6
INTENT . . . . .	6
1.1 . . . . .	6
ARTICLE2 . . . . .	6
DEFINITIONS . . . . .	6
2.1 <u>Employee</u> . . . . .	6
2.2 <u>Bargaining Unit</u> . . . . .	6
2.2.1 . . . . .	
2.3 . . . . .	7
2.4 . . . . .	7
2.4.1; 2.4.2; 2.4.3 . . . . .	
ARTICLE3 . . . . .	9
MANAGEMENT'S RIGHTS . . . . .	9
3.1 . . . . .	9
3.2 . . . . .	9
3.3 . . . . .	9
3.4 . . . . .	9
3.5 . . . . .	10
ARTICLE4 . . . . .	10
UNION RIGHTS . . . . .	10
4.1 <u>Dues Checkoff</u> . . . . .	10
4.1.1; 4.1.2 . . . . .	
4.2 <u>Notices to Union</u> . . . . .	10
4.3 <u>Union Access to Premises</u> . . . . .	11
4.4 <u>Bulletin Boards</u> . . . . .	11
4.5 <u>Leave for Union Activities</u> . . . . .	11
4.5.1; 4.5.2 . . . . .	
ARTICLE5 . . . . .	12
NON-DISCRIMINATION . . . . .	12
5.1 . . . . .	12
5.1.1 . . . . .	
ARTICLE6 . . . . .	12
NO STRIKE CLAUSE . . . . .	12
6.1 . . . . .	12
6.2 . . . . .	12
6.3 . . . . .	12

ARTICLE7 . . . . .	13
<b>GRIEVANCE PROCEDURE</b> . . . . .	13
7.1 . . . . .	13
7.2 . . . . .	13
7.3 . . . . .	13
7.4 . . . . .	14
7.5 <u>Time Limits</u> . . . . .	14
7.6 . . . . .	14
 ARTICLES . . . . .	 14
<b>REPORT ON PERFORMANCE</b> . . . . .	14
8.1 . . . . .	14
8.2 . . . . .	14
8.3 . . . . .	14
8.4 . . . . .	14
8.5 . . . . .	14
 ARTICLE9 . . . . .	 15
<b>SENIORITY RIGHTS</b> . . . . .	15
9.1 . . . . .	15
9.1.1	
9.2 <u>Promotions</u> . . . . .	15
9.2.1;9.2.2;9.2.3	
9.3 . . . . .	15
9.4 <u>Layoffs</u> . . . . .	16
9.4.1; 9.4.2; 9.4.3; 9.4.4; 9.4.5; 9.4.6; 9.4.7	
9.5 <u>Re-engagement of laid off employees</u> . . . . .	17
9.5.1; 9.5.2;9.5.3	
9.6 <u>Computation of seniority after uninterrupted service</u> . . . . .	17
 ARTICLE10 . . . . .	 18
<b>PROGRAM CREDITS</b> . . . . .	18
10.1 <u>Program Credits</u> . . . . .	18
10.2 . . . . .	18
10.3 . . . . .	18
 ARTICLE11 . . . . .	 18
<b>EMPLOYEE BENEFITS</b> . . . . .	18
11.1 <u>Sick Leave</u> . . . . .	18
11.2 <u>Maternity Leave/Child Care</u> . . . . .	18
11.2.1;11.2.2	
11.3 <u>Medical and Group Insurance</u> . . . . .	19
11.4 <u>Pension Plan</u> . . . . .	19
11.5 <u>Special Leave</u> . . . . .	19
11.5.1; 11.5.2;11.5.3	
11.6 <u>Witness or Jury Duty</u> . . . . .	20

11.7	<u>Leave of Absence</u> .....	20
11.8	<u>Education and Training</u> .....	20
<b>ARTICLE12</b>	.....	<b>21</b>
	<b>TRAVEL PROVISIONS AND EXPENSES</b> .....	<b>21</b>
12.1	<u>Transportation</u> .....	21
	12.1.1; 12.1.2; 12.1.3; 12.1.4; 12.1.5	
12.2	<u>Expenses</u> .....	21
	12.2.1; 12.2.2	
<b>ARTICLE13</b>	.....	<b>22</b>
	<b>ANNUAL VACATION AND PAID HOLIDAYS</b> .....	<b>22</b>
13.1	<u>Annual Vacations</u> .....	22
	13.1.1; 13.1.2; 13.1.3; 13.1.4	
13.2	<u>Paid Holidays</u> .....	23
	13.2.1; 13.2.2; 13.2.3; 13.2.4; 13.2.5; 13.2.6	
13.3	<u>Scheduling of Christmas and New Year's</u> .....	25
<b>ARTICLE14</b>	.....	<b>25</b>
	<b>HOURS AND SCHEDULING OF WORK</b> .....	<b>25</b>
14.1	<u>Work Week</u> .....	25
	14.1.1	
14.2	<u>Tour of Duty</u> .....	25
14.3	<u>Overtime Computation</u> .....	26
	14.3.1; 14.3.2	
14.4	<u>Posting of Schedules</u> .....	26
	14.4.1; 14.4.2; 14.4.3; 14.4.4	
14.5	<u>Scheduled Day Off</u> .....	27
14.6	<u>Work on Scheduled Days Off</u> .....	27
	14.6.1; 14.6.2	
14.7	<u>Turnaround</u> .....	28
	14.7.1; 14.7.2; 14.7.3	
14.8	<u>Call Back</u> .....	28
	14.8.1	
14.9	<u>Temporary Upgrades</u> .....	28
	14.9.1; 14.9.2	
14.10	<u>Night Differential</u> .....	29
14.11	<u>Excessive Hours and Safety</u> .....	29
	14.11.1; 14.11.2; 14.11.3; 14.11.4; 14.11.5; 14.11.6; 14.11.7; 14.11.8;	
	14.11.9; 14.11.10; 14.11.11; 14.11.12	
14.12	<u>ENG/EFP</u> .....	31
<b>ARTICLE 15</b>	.....	<b>31</b>
	<b>MEAL PERIODS AND BREAK PERIODS</b> .....	<b>31</b>
15.1	<u>First Meal Period</u> .....	31
15.2	<u>Second Meal Period</u> .....	31

15.2.1		
15.3	<u>Subsequent Meal Period</u>	31
15.3.1		
15.4	<u>Meal Displacement Penalty</u>	31
15.4.1; 15.4.2		
15.5	<u>Rest Periods</u>	32
15.5.1		
<b>ARTICLE 16</b>		<b>32</b>
	<b><u>GENERAL WAGE PROVISIONS AND WAGES</u></b>	<b>32</b>
16.1		32
16.2		32
16.3		32
16.4		32
16.5		33
16.6		33
16.7		33
16.8		33
	16.8.1; 16.8.2	
16.9	<u>On-Air Talent Fees</u>	34
16.10	<u>Clothing Allowance</u>	34
16.11		35
<b>ARTICLE 17</b>		<b>35</b>
	<b><u>EFFECTIVE D A T E D _____</u></b>	<b>35</b>
17.1		35
17.2		35
17.3		35
17.4		35
17.5		35
<b>ARTICLE 18</b>		<b>36</b>
18.1		36
<b>LETTER OF INTENT NO. 1</b>		<b>37</b>
<b>LETTER OF INTENT NO. 2</b>		<b>38</b>
<b>LETTER OF INTENT NO. 3</b>		<b>39</b>
<b>LETTER OF INTENT NO. 4</b>		<b>40</b>

## 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 cooperation ~~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~~ **(2)** parties.

## ARTICLE 2

### DEFINITIONS

#### **2.1 Employee**

The term "employee" as used in ~~this~~ Agreement ~~shall~~ mean ~~any~~ person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2. It shall include any person employed in any job ~~or~~ classification ~~created~~ in the future unless the parties, by ~~mutual~~ consent, decide to exclude ~~such new~~ job or classification, or the Company submits the matter ~~to~~ the Canada Labour Relations Board for a decision.

#### **2.2 Bargaining Unit**

The Company recognizes ~~the~~ Union as the sole ~~and~~ exclusive collective bargaining agency for all employees in ~~the~~ Unit set forth in the certification of the Canada Labour Relations Board dated June 22, 1987 or ~~any~~ amendments thereto, ~~as~~ mutually agreed ~~by~~ the parties or as ordered by the Canada Labour Relations Board or in any ~~of~~ the job functions listed in the wage schedule under Article 16.

The Board's decision includes: /

All employees ~~of~~ the Company broadcasting as CKOS-TV and CICC-TV ~~at~~ and ~~from~~ Yorkton Saskatchewan, ~~excluding:~~ President, Vice President/General Manager, Secretary to the Vice President/General Manager, ~~Station~~ Manager, Operations Manager, Program Director, Technical Director, Director ~~of~~ Announcing and Public Affairs, Sales Manager and Salespersons.

**2.2.1** The Company will bargain collectively **with** the Union **in** respect **to** rates **of** pay, wages, hours and conditions of work for all employees in the bargaining unit herein before set forth.

**2.3** All employees covered by **this** Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from **the** date of hiring, and in such event, **will** discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union **shall** be advised of such extension in **writing** and the reasons therefor. During **the** probationary period, the Company may release the employee at any time.

**2.4** A part-time employee is defined as one hired on a regular **or** occasional basis to cover peak work periods, **summer** relief or to work **on** specific projects of a predetermined length of time. The total number of part-time employees **shall** not exceed twenty percent (20%) of the total number of full-time employees in the bargaining unit. Part-time employees hired to cover leave for maternity or **child** care leave or other leaves of absence will not be included in the 20%. Such employees shall be paid on an **hourly** rate based on the wage rate for the classification to which they **are** assigned for a particular production.

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

- (a) Part-time employees shall receive credit **on** the salary scale of **the** group **to** which they are assigned for the total accumulated hours in the bargaining **unit**, calculated **to** the last completed **month**. Progression **up** the salary scale shall be provided for each two thousand eighty **(2,080)** basic service hours that the employee accumulates.
- (b) Part-time employees shall be probationary employees for **a** period **of** **one** thousand **forty** (1,040) hours of basic service from the date of their employment with the Company. By **mutual** agreement between **the** Company and the Union, a part-time employee's probationary period may be **extended** to total of one **thousand** five hundred **sixty** **(1,560)** hours of basic service **from** **the** date of hire.
- (c) Article 9.1 - Company seniority will be applied separately for part-time employees as a group distinct from full-time employees.

Part-time employees **who** are subsequently hired on a permanent basis on **staff** in the same classification without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours, and their seniority and probationary period will be calculated accordingly. However, part-time employees who are subsequently hired as full-time **staff** in the same

classification as worked while part-time, shall be probationary employees for a period of one (1) month ~~from~~ the date of full-time employment. The Company may extend the probationary period for a further ~~three~~ (3) months ~~from~~ the date of hire as a full-time employee and in such event, will advise ~~and~~ discuss the extension with the Local Union, prior to the end of the one (1) month period. During the probationary period, the Company ~~may~~ release the employee at any time, for reasonable cause.

(d) Articles 9.4 and 9.5 - However, when part-time persons are laid ~~off~~, it is agreed that the following shall be applicable:

- 1: Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice, in advance of the proposed layoff, or two (2) weeks' pay in lieu of notice.
- 2: Part-time employees hired to work on a specific project, production, vacation or maternity relief or for a specific period of time, shall be considered to have received notice at the time of hiring.
- 3: Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

(e) Article 11

(f) Articles 13.1 and 13.1.2 shall apply as to vacation credit and scheduling, however, vacation pay will be calculated at the rate of ~~six~~ percent (6%) of gross basic earnings.

(g) Article 13.2 shall apply except that part-time employees shall be ~~entitled~~ to pay for a general holiday on which they do not work, calculated on the basis of one-twentieth (1/20) of the wages earned ~~during~~ the thirty (30) calendar days immediately preceding the general holiday.

(h) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of ~~four~~ (4) hours per tour of duty.

(i) Article 15; however, part-time employees shall receive a meal period in all tours of duty of more ~~than~~ five (5) hours, and in such event, such first meal period shall be exclusive of hours worked. Meal periods will be assigned in accordance with Article 15.

2.4.2 When the Company hires or re-hires an employee, the Company shall notify the



Union as to the nature of employment and its duration.

**2.4.3** When the Company re-hires or retains part-time employees who have been laid off for a period of three months or less, the following shall apply:

- (a) The employees shall be fully credited with earned seniority for pay purposes only.
- (b) If **such** employee is placed on permanent **staff** without a break in service of more than ninety (90) calendar days in the same job classification, they shall be credited (for the purpose of wages, vacations, sick leave and seniority), with the total hours served as a part-time employee.

## ARTICLE 3

### MANAGEMENT'S RIGHTS

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

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

**3.3** Notwithstanding anything to **the** contrary in **this** Agreement, the Company expressly reserves the exclusive right to release **from** employment, any employee who performs "**on-air**" on the grounds such employee is, in the sole discretion of the Company, unsuitable for programming. Employees terminated pursuant to this Article shall receive severance pay equal to two **and** one-half (2 1/2) weeks' basic pay for each year continuous service **with** the Company, with a minimum credit of three (3) months.

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

Company.

**3.5** The rights referred to in paragraphs 3.2, 3.3 and 3.4 above shall be exercised in accordance with the provisions of this Agreement.

## ARTICLE 4

### UNION RIGHTS

#### **4.1 Dues Checkoff**

During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the **uniform** dues as levied by the Union. The deductions are to be based on the gross monthly **earnings** of every employee in the bargaining unit, beginning with the signing date of this Agreement or the date of **hiring** in the bargaining unit. The present rate of deduction is equal to one and **two thirds** percent (1.666%) of gross monthly earnings. The Company will be notified by registered **mail** of any changes in the present rate of deductions.

**4.1.1** The Company agrees to remit the monies so deducted to the Union or its **nominee**, monthly by cheque, payable in **Canadian** funds. The Company shall endeavour to remit such dues by the fifteenth of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the employees **from whom** deductions have been made, the respective **amounts** deducted and the employees within the bargaining unit who have left or joined the Company since the last payment.

**4.1.2** Each year the Company will indicate on the T4 slips issued to employees, the total amount of **dues** deducted at source and forwarded to CEP.

#### **4.2 Notices to Union**

The **Company** shall mail to the Union at its regional office and to the local, Union Secretary one copy of the following:

- (a) **Within** five (5) calendar **days**, notice of **hiring**, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension, or any disciplinary action placed OR an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement,
- (d) **The** Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.

10

- (e) The Company shall, when notifying individuals of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which they are assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2(a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union. The Union agrees to provide the Payroll Department with a reasonable supply of Collective Agreements.
- (f) The Union agrees to provide at least annually, or whenever changes occur, a listing of all union executive, including shop stewards, to the Company.

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

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

#### **4.4 Bulletin Boards**

The Company agrees to the posting by the Union on a designated bulletin board of announcements regarding Union meetings, elections and their results and Union social events. All other matters concerning labour affairs will require prior authorization by the Company.

#### **4.5 Leave for Union Activities**

Upon request of the Union, leave without pay will be granted to a maximum of two (2) employees duly authorized to represent employees of this bargaining unit at Executive, Council meetings or Conventions of the Union and Labour Educational Seminars. A written request for such leave shall be submitted at least twenty-one (21) calendar days in advance. Wherever possible, the employer shall attempt to schedule the days off to coincide with the normal days off in the week.

**4.5.1** Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to three (3) employees to attend negotiating sessions with Management. This number shall not exceed one (1) per department.

A request for such release shall be submitted to the Company at the time when both parties agree upon a date to commence negotiations. The Union will identify in its request the three (3) employees who will be attending bargaining sessions. During the course of bargaining, if the Union's negotiating committee changes, or an alternate is required, the Union shall advise the Company as far in advance as possible of whom the replacement shall be.

**4.5.2** Leave without pay will be granted to any employee **who** accepts a full-time elective position with the Union for a period not exceeding **four (4)** years, or a full-time appointive position **with** the **Union** for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a **written** request of **the** employee and the President of the Union.

## ARTICLE 5

### NON-DISCRIMINATION

**5.1** The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another **Union**.

**5.1.1** Employees **shall** enjoy equal **rights** under **this** Agreement, regardless of age, sex, marital status, colour, racial, ethnic or national origin, or religious or political affiliation.

## ARTICLE 6

### NO STRIKE CLAUSE

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

**6.2** **The** Company will not require any employee to perform **the duties** of any other person **who** is **engaged in a** lawful **strike**, or to originate **a** program or **programs** expressly for the purpose of **strike** breaking.

**6.3** **An** employee shall have the **right** to refuse to **cross** a legal **picket** line and such refusal shall not be considered **grounds** for disciplinary action, **except that** News Reporters and Photojournalists may be required to **perform** their normal function.

## ARTICLE 7

### GRIEVANCE PROCEDURE

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

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

**STEP 1:** The grievance **shall** be reduced to writing and a copy thereof delivered to the General Manager or a designee **within** ten (10) days of the arising of such grievance. A copy shall also be simultaneously delivered **to** the employee designated by the employees as their Chairman of the Grievance Committee.

**STEP 2:** The grievance shall be discussed with the General Manager or a designee and the **Local** Grievance Committee consisting of not more than three (3) members. Such meeting shall **take** place within ten (10) days of the request for a meeting.

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

**STEP 4:** In the event that the representatives of **the** Company and the Union cannot reach agreement, the dispute may, by written notice of either party to the other party, be **submitted** to final and binding arbitration. The parties **shall**, within ten (10) days of the sending of the notice requesting arbitration, select a mutually **acceptable**-arbitrator. If the parties are unable to agree on the selection of **an** arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the **Union**, except that no party shall be obligated to pay the **cost** of stenographic transcript without express consent.

**7.3** Arbitrators shall not have the power to change, modify, extend or amend the provisions of this Agreement, but Arbitrators shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and **with** any other benefit under this Agreement which may have been lost.

**7.4** If either of the parties of ~~this~~ Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and ~~the~~ Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

#### **7.5 Time Limits**

**Any** time limit mentioned under grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays and vacations of the employee concerned, and may be extended by mutual consent.

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

## **ARTICLE 8**

### **REPORT ON PERFORMANCE**

**8.1** Employees shall be notified in writing, of any expression of dissatisfaction concerning ~~their~~ work, within ~~ten~~ (10) working days (excluding Saturday, Sunday, and Holidays) of cause for dissatisfaction ~~becoming~~ known to their 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, ~~as soon~~ as possible after the complaint or accusation is made. If this procedure is not followed, ~~such~~ expression of dissatisfaction shall not become part of their record for use against them at any time.

**8.2** Where a ~~written~~ expression of dissatisfaction ~~has~~ been given to ~~an~~ employee, a copy thereof shall be forwarded to the Union at its regional office ~~and~~ to the Local ~~Union~~ President, ~~unless~~ the employee requests ~~that~~ it not be sent, Where an employee so ~~requests~~, it will be noted in writing and placed in the employee's file.

**8.3** The employee's reply in writing ~~to~~ ~~such~~ complaint or accusation if received ~~within~~ ten (10) working days (excluding Saturday, Sunday, and Holidays) after having been given the notice referred to ~~in~~ Article 8.1 above, shall become part of ~~the~~ employee's record. If ~~such~~ reply is not received, it will ~~not~~ become ~~part~~ of the employee's record for use ~~by~~ the employee at ~~any~~ time.

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

**8.5** The record of an employee will not be used against the employee for any purpose

for something that occurred more than twenty-four (24) months prior to the latest incident.

## ARTICLE 9

### SENIORITY RIGHTS

**9.1** Company seniority shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by Shamrock Television Systems Inc., Yorkton Division, whichever is earlier, and shall be equal to the length of continuous service with the Company(s). Company seniority shall relate to the order of layoffs, recall ~~from~~ layoff, promotions and the choice of vacation periods, as provided for in the applicable articles.

**9.1.1** Seniority credit shall continue to accrue while an employee is on leave granted by the Company to a maximum period of **one (1) year**.

### **9.2 Promotions**

Employees with the most Company seniority shall, if they meet the qualifications set for the position by the Company, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher classification ~~within~~ the bargaining unit. Nothing in this Article precludes the Company from hiring applicants from ~~outside~~ sources where no qualified employees apply and are accepted. A vacancy shall be posted a minimum of seven (7) calendar days (excluding Saturday, Sunday and Holidays) prior to filling the vacancy.

**9.2.1** Employees promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of **three (3) months**, however the period **may** be extended up to a total of **six (6) months** upon **mutual** agreement ~~between the Union~~ and the Company. ~~The~~ Company **may** at any time during this trial period, return the employees to their former classification with **no** loss of seniority. At the conclusion of a successful trial period the employees will be advised in writing that their promotion ~~has~~ been made permanent.

**9.2.2** Employees who perform in a **job** classification different from their regular classification will not be penalized for errors committed during such performance.

**9.2.3** Should **an** applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with ~~the~~ employee, if so requested, why the promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect that employee's opportunities for advancement.

### **9.3 Discharge and Demotion**

The discharge or demotion of any employee with seniority shall only be for just and sufficient cause. **An** employee discharged for **just** and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

#### 9.4 Layoffs

When layoffs are to be made, such layoffs shall proceed in inverse order of Company seniority within those job functions affected; said job functions are listed in Article 16.8.

**9.4.1** Employees about to be laid off from one job function who have the occupational qualifications in another job function, may apply their seniority and revert to such other function(s). No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority. It is understood and agreed that an employee with the qualifications may require a certain period of familiarization [i.e. **four (4)** weeks] in the new classifications.

**9.4.2** The Company shall advise the employee and the Union at least **four (4) weeks** in advance of the proposed layoff, or such length of time as prescribed by legislation, or in lieu of such notice shall pay the employee laid off **four (4) weeks'** salary, plus accrued vacation pay.

**9.4.3** Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to **two (2)** week's pay for each year of continuous service, up to a maximum of **sixteen (16)** weeks' salary. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

**9.4.4** While an employee is laid off, the Company will continue the group health and benefit payments for the period of lay-off up to a maximum of **five (5)** months or until the employee is eligible for benefits at the new place of employment. Group benefits are defined as health, dental, group life and accidental death and dismemberment (AD&D) insurance.

**9.4.5** A job function, as set out in Article 16.8, and its corresponding "senior" designation shall be considered one and the same job function for the purposes of determining seniority in the event of lay-off.

**9.4.6** Employees who revert to a lower job group at their own request and whose salary is higher than the maximum of the lower group, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower rated job reaches the employee's salary and then such employee will proceed on the salary scale in accordance with Article 16.

In addition, if the employee's salary is lower than the maximum of the lower group, their salary shall be frozen until their next anniversary date at which time they shall move to the next closest higher step on the salary scale of the lower rated job.

**9.4.7** Employees who bump into a higher group shall be paid at a rate within the new group closest to, but not less than, their rate of pay prior to the bump.



### **9.5 Re-engagement of laid off employees**

When full-time vacancies occur, the Company agrees to recall, in the order of Company seniority, former employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possesses the occupational qualifications to fill the vacancy. In addition, employees with one (1) or more years of seniority at the time of the layoff, shall be entitled to recall for a period of eighteen (18) months from the date of layoff provided they notify the Company in writing of their continued desire to be recalled. In the event the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure. The Company further agrees to give preferential consideration to the recall of such former employee who had at least one (1) year of Company seniority and who has been laid off for a period exceeding eighteen (18) months.

An employee who bumped into a lower rated classification in accordance with Article 9.4.1 shall retain first recall rights to their previous classification when a vacancy occurs therein.

**9.5.1** The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. The employee must notify the Company of their intention within seven (7) calendar days (excluding Saturday, Sunday and Holidays).

**9.5.2** Employees who are unable to return to work for just and sufficient cause within the said seven (7) calendar day (excluding Saturday, Sunday and Holidays) period, upon presentation of their case to the Union and Company, may retain their seniority and will become the next available employee on the rehiring list.

**9.5.3** Notwithstanding Article 9.5.2, laid off employees may refuse recall to any part-time work or vacancies and to any full time work or vacancies in a classification different to the one they held at the time of the layoff.

### **9.6 Computation of seniority after uninterrupted service**

In the event that employees with more than one (1) year's Company seniority are laid off or transferred to a position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if they return to the status of an employee within twelve (12) months, or,
- (b) If they return to the status of an employee after twelve (12) months have elapsed, their Company seniority upon their return shall be that which they had on the effective date of such layoff or transfer.

## ARTICLE 10

### **PROGRAM CREDITS**

#### **10.1 Program Cr.—**

The Company will provide television production credits on all productions one half (1/2) hour in length or greater. The parties further agree that Television News programs will provide credits once a week.

**10.2** All audio and videotape, and all film,tape, billboards, produced by the Company for export shall carry a CEP label in a visible position. (Labels are to be supplied by the Union.)

**10.3** All programs of one-half (1/2) hour in length or greater produced by the Company and broadcast exclusively in the local market shall carry the CEP seal, or alternatively, a videograph printout of the abbreviation CEP Local 888M. TV News programs shall provide this credit once a week in conjunction with other program credits. Style of presentation shall be determined by local management.

## ARTICLE 11

### **EMPLOYEE BENEFITS**

#### **11.1 Sick Leave**

Employees absent because of illness or accident shall receive sick leave with full pay for six (6) months (full pay shall include long-term disability payments), provided such employee complies with the following requirements:

- (a) When ~~taken ill~~ they shall ~~notify~~ their department head at least one (1) hour before their shift commences if reasonably possible.
- (b) Employees shall offer proof, satisfactory to the Company, of their illness of three (3) days or more, if requested to do so by the Company.

Absence because of illness or incapacity shall not interrupt an employee's vacation credits.

#### **11.2 Maternity Leave/Child Care**

An employee shall be entitled to a total of two (2) weeks of prenatal leave with pay. Such employee shall also be entitled to a total of six (6) weeks of post natal leave with pay. It is agreed that payment for the post natal leave shall not become due until the employee has returned to full time employment with the Company and will be paid over the six (6) week period subsequent to the employee's return to full time employment.

**11.2.1** The Company shall grant maternity/child-care leave of absence for a period of forty-one (**41**) weeks without pay. The maternity leave portion shall be seventeen (**17**) weeks, and the child care portion twenty-four (**24**) weeks, as prescribed by the Canada Labour Code. It is understood that ~~this~~ leave is inclusive of all ~~pre-~~ and post-natal leave. During the maternity leave, seniority credits and fringe benefits contained in Article 11.3 continue to apply and the Company shall pay one hundred percent (100%) of the cost of such benefits. Vacation credits shall continue to accrue, however vacation payment shall be based on the appropriate percentage of gross earnings of actual time worked during the vacation year. Payment for legal holidays shall not apply while away on maternity leave. ~~This~~ Article shall also apply for the legal adoption of a child, except the legal adoption of a spouse's child.

It is recognized that with respect to ~~maternity~~ leave, Articles 11.2 and 11.2.1 fulfill the Company's obligations under Section 206 of the Canada Labour Code.

**11.2.2** A male employee shall be entitled to paternity leave as provided for under Section 206 of the Canada Labour Code. In addition, the Company will grant two (**2**) 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 (1) month in advance and supplies, on request from the Company, written confirmation of pregnancy from his spouse's doctor.

### **11.3 Medical and Group Insurance**

The Company shall pay fifty percent (**50%**) of the cost of the Group Life, Long Term Disability, Accidental ~~Death~~ and Dismemberment, Dental and Extended Health Plans. Coverage includes:

Life Insurance, AD & D - 5 x annual salary.

Extended Health (drugs, vision) - \$200 every 24 months.

The above group plans or replacements will provide benefits no less favourable than those provided at the date of signing this Agreement.

### **11.4 Pension Plan**

The pension plan presently in effect shall apply during the term of this Agreement, subject to the terms and conditions of provincial and/or federal legislation and subject to the introduction of a new or modified pension plan. No new or modified pension plan may diminish in any way the benefits to employees enrolled in the plan. Each employee enrolled in the pension plan shall receive annually an audited statement of their contributions to the end of each calendar year.

### **11.5 Special Leave**

A bereavement leave shall be granted for the purpose of making funeral arrangements and/or attending the funeral when employees are required to be absent due to a death in their immediate family on the following basis:

- 5 days - spouse or children
- 3 days - legal guardians, father, mother, brother, sister,  
mother-in-law, or father-in-law
- 1 day - grandparent, brother-in-law or sister-in-law

Immediate family shall include common-law relationships of one (1) year or more. Pay for such bereavement leave will be limited to the number of scheduled working days prescribed above, occurring immediately prior to and/or following the day of the funeral. This entitlement is not available **while an** employee is on vacation or leave of absence or on sick leave. When travelling a distance of 500 kilometres or greater one way **is** required, and undertaken by the employee, one (1) additional day with pay shall be granted.

**11.5.1** The employer will consider **requests** for specified leave for emergencies (e.g., birth of a child, critical illness in the immediate family), however the payment for such leave **will** be at the sole discretion of the employer.

**11.5.2** The Company will grant **time off** to employees for medical, dental and eye appointments where reasonable **notice** is given.

### **11.5.3 Family Leave**

Specific requests for family-related leave shall be granted **to** an employee who is required to be absent to **care** for a sick child or other dependent **family** member, or to make alternate arrangements when caregivers are sick, and other family emergencies.

For such purposes, employees shall be entitled to one (1) day's leave with pay during the calendar year. At the discretion of the Company, additional time, if warranted, may be granted.

Eligibility for **this** is based upon completion of one (**1**) year's full-time service. Request for such leave **shall** be made **to** the department supervisor, with as **much** advance notice **as** is practicable in the situation.

### **11.6 Witness or Jury Duty**

**Employees called** to serve on juries or to obey a subpoena **shall** receive their regular salaries during such periods, provided **they return to work** if they **are** released from **jury** duty prior to 1:00 p.m. Employees serving on a **jury** will not be assigned to work on evenings or weekends during **such** jury service.

### **11.7 Leave of Absence**

The Company will consider, on an individual basis, all **requests** for long **term** leaves **of** absence without pay and will not unreasonably deny any request.

### **11.8 Education and Training**

The Company shall, provided approval in advance is **granted**, reimburse an employee for any fees paid for **any industry** related course including Worker's Compensation or First Aid courses. Leave with pay will be provided by the Company **as** required by employees

attending such course(s).

## ARTICLE 12

### TRAVEL PROVISIONS AND EXPENSES

#### 12.1 Transportation

The Company shall reimburse employees for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employees' own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement **will** be made.

**12.1.1** In such authorized cases the Company shall reimburse them at the rate of Twenty-four cents (**\$0.24**) per kilometer [Thirty-eight cents (\$0.38) per mile] with a **minimum** payment of **Two Dollars** and Fifty Cents (**\$2.50**) for each completed trip (i.e. a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that ~~the~~ use of public motor **buses** shall not be required when other methods of transportation are available. **Employees shall** not be required to use their own automobiles **unless** they consent thereto. Employees shall be reimbursed **bi-weekly** for all authorized expenses, ~~made~~ for and on behalf of their assignments **as** provided herein upon **submitting** a statement for approval on forms prescribed **by** the Company.

**12.1.2** The Company **shall** reimburse employees for the additional premium charged above ~~the~~ "Pleasure Only" insurance rate as a result of the employees being required to use **their** car **on** Company business. The **maximum** rates involved for payment shall be One Million (\$1,000,000) PL & PD and **One Hundred Dollars** (\$100.00) deductible collision coverage.

**12.1.3** The Company **agrees to maintain** adequate liability **insurance** on all vehicles owned or rented by ~~the~~ Company which it requests **an** employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents **with** the Company vehicles while **on an** assignment except **m** cases of proven negligence or impairment.

**12.1.4** Employees shall be credited with all time used during their day's assignments in which travelling is authorized.

**12.1.5** When employees are required **to start** or end a tour of duty **at** a time when public transportation is not available, taxi fare to home or **Fifty Percent (50%)** of taxi fare **from** home will be provided, when required, to a maximum of Five Dollars (\$5.00) upon submission of a proper receipt.

#### 12.2 Expenses

When employees are required to work at a studio or remote location other than

their normal place of employment, and cannot return to their normal place of employment during their normally scheduled meal period, they shall be paid Ten Dollars (\$10.00) for the **cost** of any meal(s) required during their **regular** meal period(s) while at such remote location, i.e., Breakfast, Lunch, Dinner, Second Meal, Subsequent Meal.

The above meal allowance shall not apply in situations where a suitable meal is provided at no expense to the employee.

**12.2.1** Employees on "out of town" assignments shall receive reimbursement of all reasonable expenses. If the assignment extends overnight, single occupancy, first class accommodation, equivalent to Canadian Automobile Association (CAA) standards, **when** available, will be provided. Employees shall also receive a per diem allowance of **Thirty-six** Dollars (\$36.00) per completed 24-hour period to cover the cost of meals and incidentals if the assignment extends overnight. Where suitable meals are provided, the per diem shall be reduced by the rates as set out in Article 12.2.

**12.2.2** If employees request it, cash **will** be advanced to them in **the** equivalent of the estimated **amount** of approved expenses expected to be incurred on **the** assignment. Employees must give **an** accounting of their expenses as **soon** as possible after completion of the assignment.

## ARTICLE 13

### ANNUAL VACATION AND PAID HOLIDAYS

#### **13.1** Annual Vacations

Employees **shall** be entitled to an **annual** vacation with pay on the basis of vacation credits computed **as** of June 30th of each calendar year and earned in the following manner:

- (a) **Less than** 12 months employment • 1 day per month.
- (b) 12 **months** to 95 **months** (8 years) • 1-1/4 days for each completed month of employment (i.e. 3 calendar weeks) for employees **with** 1 year of **seniority** but less than 8 years of seniority.
- (c) **8 years** (96 **months**) or more • 1-2/3 days for each completed month of employment (i.e. 4 calendar weeks).

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## RECAP

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Service: Company Seniority computed as of June 30 each year	Duration of Vacation in Working days	% of Gross Earnings
Less than 12 mos.	1 day per month	4%
12 to 95 months	15 days	6%
96 mos. or more	20 days	8%

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**13.1.1** If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

**13.1.2** Employees shall have the right to take their vacations throughout the calendar year, subject to management approval, and preference shall be given employees on the basis of company seniority to the extent of their **current** year's vacation entitlement within their job function as listed in Article 16.8. The employee's application shall be **submitted** in writing on a **form** prescribed by the Company, prior to **March** 15th. Vacation schedules shall be posted by April **15th** of each year. Employees shall begin and end their vacation in conjunction with their normal days **off**, unless the employee requests otherwise.

**13.1.3** All employees shall be entitled to have at least three. (3) weeks of **their** vacation period scheduled consecutively **unless** requested otherwise by the employee.

**13.1.4** In special circumstances 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.

### **13.2 Paid Holidays**

The Company recognizes the following as paid holidays:

<b>New Year's</b> Day	Canada Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Civic Holiday	Remembrance Day
<del>Christmas</del> Day	Boxing Day

(Plus any day duly proclaimed by Federal or Provincial Authority as a public holiday).

When **one** of the holidays listed above falls on a Sunday and the day following is proclaimed a holiday by Federal, Provincial, or Municipal Authority, the Sunday shall be deemed

to be the holiday for the purposes of this Agreement, except for those employees **who** regularly work Monday through Friday, **in** which case, the proclaimed day shall be the holiday.

**13.2.1** Employees shall be compensated for the above holidays in the following manner:

**13.2.2** If the holiday falls on a regular working day and the employees are not required to work, they shall receive their **normal** basic for such day [eight (8) hours at the straight time rate].

**13.2.3** If the holiday falls on a regularly scheduled day **off** or during their vacation period, they may add one (1) day to their annual leave or be given one (1) day off **with** pay at a **mutually** agreeable time.

**13.2.4** If a holiday falls on a scheduled work day and employees are required to work, they shall receive **two** and one-half (**2 1/2**) times their basic rate (which **amount** shall include their basic rate) with a **minimum** credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (**8**) hours per day will be paid at an additional one-half (**1/2**) times the basic hourly rate. Further all hours beyond twelve (**12**) in the day shall be paid at a further additional one-half (**1/2**) times the basic hourly rate of the employee.

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

**13.2.6** With respect to Article 13.2.4 or 13.2.5, employees, at their own option, shall be permitted to add one (**1**) day **off** to their **annual** leave or be given one (**1**) day **off** with pay at a mutually agreeable time, and this shall result **in** a reduction of eight (**8**) hours times the basic rate only from the holiday payment earned under either Article **13.2.4** or **13.2.5**. Employees shall indicate their option on their weekly time sheet for such holiday.

## RECAP

Hours Worked/Credited	13.2.2
0 - 8	8 hrs. x Basic
8 - 12	N/A
Over 12	N/A



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13.2.4	13.2.5
2 1/2 x Basic	3 x Basic
3 x Basic	3 1/2 x Basic
3 1/2 x Basic	4 x <del>Basic</del>

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

Before December 1st of each year the employees will advise the Company of their preference of days **off** to be scheduled over the **Christmas** and New Year's holidays. The employees' choice of days off shall be considered on **the** basis **of** Company seniority within the functional group and all employees, if they so request, shall be scheduled **off on** either **Christmas** Day or New Year's Day. Employees scheduled **off** on one of these days shall not be required to work beyond 7:00 p.m. **on** the eve **of** that holiday.

## **ARTICLE 14**

### **HOURS AND SCHEDULING OF WORK**

#### **14.1 Work Week**

The forty **(40) hour work week** shall commence at **12:01 a.m.** Monday. The work day shall consist of eight **(8)** consecutive hours exclusive of a one **(1)** hour meal period. The work day shall be inclusive of all other meal periods or break periods, There shall be **two (2)** consecutive days **off**. These **two (2)** consecutive **days off** may be in separate work weeks, i.e. Sunday and Monday. The five **(5)** work days in any **work** week need not necessarily be consecutive, they may be separated by the **two (2)** consecutive days off. **An** employee shall **not** be required to work more **than** seven **(7)** consecutive tours of duty.

**14.1.1** Employees classified as clerical employees will continue to work eight and one-half **(8 1/2)** consecutive hours inclusive of a **one (1)** hour meal period.

#### **14.2 Tour of Duty**

A tour of **duty** or tour shall mean the authorized and/or approved time worked by **an** employee during a day, calculated to the end of the last quarter **(1/4)** hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered **as falling wholly within** the calendar day in which it **starts**. There **will** be no assignment of split shifts.

### **14.3 Overtime Computation**

All scheduled time worked in excess of eight (8) hours (**7 1/2** clerical) in any one (1) day shall be paid at the rate of one and one-half (**1 1/2**) times the basic hourly rate of the employee. **An** additional half (**1/2**) times the basic hourly rate of the employee will be paid for all hours worked in excess of twelve (12) hours in any one (1) day.

**14.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.

**14.3.2** Authorized overtime worked by employees pursuant to 14.3 or 14.6, may, at their option, be paid **by** time **off** in lieu of cash overtime payments at the rate of one **and** one-half (**1 1/2**) times basic to a **maximum** of three (3) days. Time accumulated may be taken at a mutually agreeable time. Additional overtime may be banked with the consent of the Company.

### **14.4 Posting of Schedules**

Each employee's work schedule shall be posted by 5:00 p.m. two (2) Mondays prior to the **week** covered by the work schedule. The schedule shall **state** clearly daily starting and **finishing** times, days **off** and meal periods. **Days off** shall be frozen from the Monday one week before the weekly schedule is in effect to the end of that weekly schedule. Notice of change in starting time shall be given as much in advance **as** possible, but not later than **the last hour** of the **shift** occurring prior to the day of the change. If such **notice** is not given, the employee shall be credited with all **hours** originally scheduled plus any additional **hours**, provided that such time is paid for **at** the appropriate rate.

The Company will notify the employee directly.

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

**14.4.1** Except where employees are hired **to work** specific weekend **shifts**, the department heads will arrange work-week schedules so that each employee shall have at least **three** (3) weekends **off** per calendar quarter, unless agreed to otherwise by the employee and Management.

**14.4.2** Except where employees are hired to work night shifts, work schedules of employees shall be **so** arranged whereby no employee shall be required to work more than three (3) consecutive calendar weeks (**15** working days) on the night **shifts**. Exceptions may be **granted** when requested by the Company and agreed to by the employee. Where possible the **starting** time during any work week shall be consistent.

**14.4.3** Prior to **going** on vacation of five (5) days or **more**, an employee may request and shall receive notification of a prearranged time to report back to work.

**14.4.4** A designated **Union** Representative shall be given access to the work schedule, which shall be kept on file by the Company, **and** if any issue arises, that representative shall have

access to the time records, upon reasonable notice to Management.

#### 14.5 Scheduled Days Off

The two (2) consecutive days **off** shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days **off** in one (1) week **are** taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

#### 14.6 Work on Scheduled Days Off

An employee may refuse to work on a scheduled day **off** once the schedules have been posted, **indicating** days **off**, except if **the** employee is required to replace another employee who is ill. If a qualified employee cannot be found the Company may assign the work to the qualified employee **with** the least seniority within the functional **group**, and **this** employee may not refuse **the** assignment.

When employees work on a scheduled day **off**, work performed on that day shall be compensated at one **and** one-half (1 1/2) times the basic rate, **with** a minimum credit of four (4) hours. When employees work on a second day **off**, after **having** worked on their first day **off**, work performed on the second day **off** shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. Should the hours worked on a day **off** exceed eight (8) hours, all time worked in excess of eight (8) hours [but less than twelve (12) hours] will be paid at **an** additional one-half (1/2) the basic rate. Should the hours worked or credited on a 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.

Hours Worked/Credited	1st Day <b>OFF</b>	2nd Day <b>OFF</b>
0 - 8	1 1/2 x Basic	2 x Basic
8 - 12	2 x Basic	2 1/2 x Basic
Over 12	2 1/2 x Basic	3 x Basic

**14.6.1** Notice of cancellation of assigned work on a scheduled day **off** or on a holiday shall be given no later than the fourth (4<sup>th</sup>) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours' pay at the basic rate, computed separately **from** the work week.

**14.6.2** When work was performed or credited on consecutive days off in different work weeks, e.g. two (2) consecutive days **off** in one (1) work week are taken contiguously to the two (2) consecutive days **off** in the following week, then any consecutive days **off** worked in the

sequence shall be compensated as work performed on a second day ~~off~~ (Article 14.6).

#### **14.7 Turnaround**

A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of ~~duty~~, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

**14.7.1** All time worked which encroaches on the turnaround period shall be paid for at ~~an~~ additional one-half (1/2) the basic hourly rate computed separately from the work week except as provided in Article **14.7.3**.

**14.7.2** In the event a turnaround period ~~is~~ less than four (4) hours, the shift shall be considered continuous,

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

- (a) On a swing-in-shift, on a regular ~~rotating~~ shift pattern, which occurs in conjunction with an employee's day ~~off~~.
- (b) On a shift where an employee is released ~~from~~ duty to attend negotiations or grievance meetings with management.

#### **14.8 Call Back**

Should employees, who have completed their ~~tour~~ of duty, be called back to work, they shall be paid ~~at~~ the time ~~and~~ one-half (1 1/2) rate with a ~~minimum~~ credit of four (4) hours. Should the total ~~hours~~ worked on the day in question exceed twelve (12) hours, time worked in excess of twelve (12) hours will be paid ~~at~~ two (2) times the hourly rate of the employee. Call back shall be computed separately from the work week.

**14.8.1** In ~~situations~~ where a call back is necessary, employees ~~who~~ would normally do the ~~work~~ shall be offered the work prior to employees who do not normally do that work. Employees, at their own discretion, may refuse to work call back ~~as outlined~~ in Article **14.8**, ~~and they~~ shall not be penalized for such ~~refusal~~. Should all qualified employees who could be reached refuse a call back, the Company may assign the work to the least senior qualified employee.

#### **14.9 Temporary Upgrades**

In the event that employees are temporarily assigned to perform work of a higher classification ~~than~~ that to which they are permanently assigned, they shall ~~be paid~~ the lesser of Two Dollars (\$2.00) per hour or Six Dollars (\$6.00) per tour of ~~duty~~ if the upgrading is for ~~four~~ (4) hours or less; Ten Dollars (\$10.00) per tour of duty if the upgrading is for more ~~than~~ four (4) hours, and ~~an~~ additional Six Dollars (\$6.00) for each subsequent four (4) hours over eight (8) hours. ~~This~~ clause shall not be used for the purpose of reducing the number of employees in the job functions to which such employee is being upgraded. At the time of assignment to a higher classification, employees shall be verbally advised of their temporary upgrading and that they shall

receive the rate of pay for such upgrading. This shall be noted on their time sheet. In the event that employees are temporarily upgraded to perform the duties of ~~the~~ Department Supervisor, they shall be paid at a rate not less than Fifteen Percent (15%) above their present rate as set out in Article 16, for all hours worked during which they are temporarily upgraded.

**14.9.1** Without their consent, no employees shall be permanently transferred or assigned to a position outside the bargaining unit and the employees will not be penalized for such refusal.

**14.9.2** Upgrading assignments shall be made in a bona fide manner.

#### **14.10 Night Differential**

An employee who works between the hours of Midnight and 7:00 a.m. shall be paid a night differential of One Dollar and Seventy-Five Cents (\$1.75) per hour with a minimum credit of One Dollar (\$1.00). Night differential shall not be deemed overtime or part of basic pay. If night differential is one-half hour or less, no penalty in regard to this article shall apply.

#### **14.11 Excessive Hours and Safety**

The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees. An employee shall not be required to work more than twelve (12) hours in one day or fifty-six (56) hours in one week, except in case of on-air broadcast emergencies or special program requirements.

**14.11.1** The Company shall give full and complete consideration to the capabilities of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

**14.11.2** The Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g. remotes, towers), where conditions require their use and to supply other special attire where required.

**14.11.3** A first-aid kit will be maintained in the control room area in each studio, on all locations and in all Company vehicles. All vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, foul weather gear (raincoats, snow-suits), basic tools, survival equipment, and a safety partition. All company vehicles required to travel to and from remote sites shall also be equipped with a radio telephone or other suitable means of telecommunication in good working order.

**14.11.4** The Company shall pay a monthly bonus (not to be included in base rate) to each bargaining unit member [to a maximum of two (2) at any one time]. The members may hold either of the two (2) tickets and will be reimbursed as follows:

- (a) St. John's Ambulance ticket - \$50 per month
- (b) Red Cross Standard First Aid Course - \$50 per month.

The intent of this clause is to have the two **(2)** designated bargaining unit members contribute towards 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**.

**14.11.5** All ladders used on electrical outlets, scaffolding and platforms must be in compliance with safety laws.

**14.11.6** The Company agrees to insure employees covered by this Agreement against accidental death to a total of Fifty **Thousand** Dollars (\$50,000) during travel **and** sojourn on the business of the **Company** provided such travel is to a point or points located away from **the** premises of the Company in the City of permanent assignment. The Company further agrees to obtain similar insurance to cover employees assigned to a riot or civil insurrection location and in addition hereto the Company will provide Twenty Thousand Dollars (\$20,000) **Insurance in lieu** of the AD and D provisions in the Group Life Plan.

**14.11.7** No employees **shall** be disciplined or discharged for refusal to work on a **job** in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do **so** or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such **circumstances**, employees do not work, they shall not suffer a loss of pay. No employees shall refuse to do work deemed to be "safe" by the Company and **Union** Representatives of the Safety Committee.

**14.11.8** The **Company** **shall** provide inspections **and necessary** repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal, Provincial or Workers' Compensation Board **standards**. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.

**14.11.9** A Joint Health and Safety **Committee** shall be constituted consisting of **an** equal number of representatives of Management and the **Union**, which shall identify potential dangers and health hazards, **and obtain** information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and **standards** elsewhere. The committee shall meet at least once a month. Notes shall be taken of all **meetings** and copies shall be sent to the Company **and the Union**. Time spent on the Safety **Committee** to attend meetings or inspections will **be** considered as time worked.

**14.11.10** Two **(2)** representatives of the Joint Health and Safety Committee, one (1) **from** Management and one (1) from **the Union**, shall **make** periodic inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on **such** inspections **shall** be considered **as** time worked.

**14.11.11** The Joint Health **and** Safety Committee shall have access to the accident reports submitted to the Workers' Compensation Board and the government or its agencies.

**14.11.12** In the case of hazardous, inclement weather, no reasonable request for assistance

in servicing remote sites will be denied.

#### **14.12 ENG/EEP**

In the operation of ENG/EEP cameras and related equipment, it is understood that the person operating such equipment ~~will~~ not be unreasonably denied assistance where assistance is necessary and where assistance is requested.

## **ARTICLE 15**

### **MEAL PERIODS AND BREAK PERIODS**

#### **15.1 First Meal Period**

To all tours of duty a first meal period of not less than one (1) hour's duration shall be assigned, beginning not earlier than the start of the fourth (4th) hour of the tour and ending not later than the end of the fifth (5th) hour of such tour. The meal period may be varied by thirty (30) minutes without penalty, if such variance involves unexpected production taping delays and furthermore that it is not varied as a convenience of scheduling.

#### **15.2 Second Meal Period**

A second meal period of not less than one (1) hour's duration shall be assigned in tours of duty of more than ten (10) hours, during which a first meal period was assigned. This second meal period shall be assigned within the fourth (4th) or fifth (5th) hour after completion of the first meal period.

**15.2.1** Six Dollars (\$6.00) shall be paid to compensate for the cost of this second meal.

#### **15.3 Subsequent Meal Period**

A subsequent meal period of not less than one half (1/2) hour shall be assigned within the fourth (4th) or fifth (5th) hour after the completion of the prior meal period.

**15.3.1** Six Dollars (\$6.00) shall be paid to compensate for the cost of each subsequent meal.

#### **15.4 Meal Displacement Penalty**

When employees are not given a meal period within the time limits required by this Article, they shall receive compensation in an amount equal to one-half (1/2) times their basic rate for each meal period missed. The compensation is to be computed from the beginning of the last hour for the first and second meal period, or the last half (1/2) hour for the subsequent meal periods, in which the meal period should have been scheduled and/or assigned, and extend to the start of the meal period given, or from the beginning of the meal period given and extend to the start of the scheduled meal period.

**15.4.1** In no event shall an employee be required to work more than six (6) hours without

a meal break, except in the case of a broadcast "on-air" emergency.

**15.4.2** If meal periods are not received in accordance with **this** Article, the tour of duty shall be extended by the time for such meal periods not received.

### **15.5 Rest Periods**

All employees shall be entitled to two (2) fifteen (15) minute rest periods during each eight (8) hour tour. Rest periods shall be arranged so as not to interfere with the efficient operation of the Station. Rest periods shall not be deducted from hours of work.

**15.5.1** With prior approval of a Supervisor, a Switcher's tour of duty will be reduced by fifteen (15) minutes for each rest period that cannot be assigned. Overtime, if required, will be paid for all hours in excess of seven and three-quarter (7 3/4) hours or seven and one-half (7 1/2) hours, dependent upon the number of rest periods not assigned in a tour of duty, and the applicable Articles of **this** Agreement shall be adjusted accordingly.

## **ARTICLE 16**

### **GENERAL WAGE PROVISIONS AND WAGES**

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

**16.2** Progression up the salary schedule ~~within~~ each classification shall automatically occur on the **first** complete pay period of the month following nearest to the employee's annual anniversary date of hire or promotion to the wage classification.

**16.3** When employees are promoted into a higher pay classification they shall immediately move into ~~the~~ higher salary scale and receive a salary increase which ~~is~~ at **least** the equivalent of one (1) full increment in their former group, plus the amount necessary to place them on step in the **new** group, and shall automatically progress upward on ~~the annual~~ anniversary date of their upgrading. One (1) full increment means the increase in pay that ~~the~~ employees would have next received had they remained in their former classification, or if they **are** at the top of their scale, the increase they last received in **reaching** the top **rate**. Acceleration of progression ~~within~~ a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression shall automatically occur on the annual date ~~of~~ the acceleration implementation.

**16.4** Twice ~~the weekly~~ salary (after a reasonable portion of the total monthly deductions have been made) will be deposited directly to **an** employees' bank account by 12:00 Noon every second Thursday. Approved overtime and penalty payments for pay periods falling in the preceding month will be paid on the first pay period of each month. If a payday occurs on an



employees' day off, the employees' pay stub shall be made available to them by 12:00 Noon, Wednesday, prior to payday.

**16.5** In the event pay day(s) occur during an employee's vacation period, the employee shall, upon written request, at least two (2) weeks in advance prior to the start of the vacation period, receive the pay cheque(s) prior to going on vacation.

**16.6** Any employees returning to work in their former classification after a layoff, shall return at the rate of pay according to their classification at time of said layoff.

**16.7** In the event that there is a change made to an employee's timesheet, the Company will provide a photocopy of the corrected timesheet to be attached to the employee's pay cheque for the period in question.

**16.8** Groups for the purpose of wage classification shall be as follows:

**Group 1:** Admin. Clerk/Receptionist, Sales Secretary

	<u>Sept. 1/97</u>	<u>Sept. 1/98</u>	<u>Sept. 1/99</u>
Start	302	307	314
1 Year	325	330	337
2 Years	350	355	363
3 Years	359	364	372

**Group 2:** Traffic Coordinator, ENG Camera, Writer, Operating Technician, Anchor/Reporter/Producer, Sr. Sales Secretary, Sr. Administration Clerk/Receptionist, Photojournalist

	<u>Sept. 1/97</u>	<u>Sept. 1/98</u>	<u>Sept. 1/99</u>
start	330	335	343
1 Year	362	367	375
2 Years	393	399	408
3 Years	421	427	437

**Group 3:** Maintenance Technician, Sr. ENG Camera, Sr. Writer, Sr. Anchor/Rep/Prod, Sr. Photojournalist, Sr. Operating Tech., Sr. Traffic Coordinator, Production Supervisor, Client Services Prod/Dir.

	<u>Sept. 1/97</u>	<u>Sept. 1/98</u>	<u>Sept. 1/99</u>
Start	434	441	451
1 Year	458	465	475
2 Years	482	489	500
3 Years	507	515	527
4 Years	529	537	549

**Group 4:** Sr. Maintenance Tech., Assistant News Director, Sr. Client Services Prod/Dir., Sr. Editor, Sr. Production Supv.

	<u>Sept. 1/97</u>	<u>Sept. 1/98</u>	<u>Sept. 1/99</u>
Start	542	550	562
1 Year	573	582	595
2 Years	603	612	626
3 Years	632	641	655

Positions designated as Senior are merit positions, and the decision to promote to these positions is at the sole discretion of Management.

**An** employee assigned to anchor the supertime news **cast**, Monday to Friday, shall receive a ten dollar (**\$10**) payment per cast. **This** provision does not apply to employees assigned to Group 4.

**16.8.1** The rates in the above schedules are minimum rates.

**16.8.2** For purposes of computation and **this** Agreement, the basic hourly rate of **the** employee shall be **1/40** of the weekly salary set forth above.

#### **16.9 On-Air Talent Fees**

The following **minimum** rates shall apply to "On-Air" talent **when** voicing or appearing in television commercials which **are** produced for use on stations other than a BBS Saskatchewan **station**:

Voice-over Commercials	0-60 Seconds	<b>\$ 10.00</b>
On-Camera Commercials	0-60 Seconds	<b>\$ 45.00</b>

#### **16.10 Clothing Allowance**

(a) **Any** employees who regularly host television programs [one-half hour (1/2 hour) duration or longer] **on** a daily **basis**, will be provided a clothing allowance of forty-five dollars (**\$45.00**) per **month**, payable **semi-annually** in advance. To be eligible for each advance payment, the employee must provide receipts to **the** Company **confirming** the purchase of on-air apparel, by the end of each six (**6**) month period (June, December). An employee **who** is substituting for the **regular** host will be entitled to receive this allowance where the duration of the substitution is one month or longer.

(b) On-air personnel will be provided a clothing allowance of **thirty** dollars (**\$30.00**) per month on the same basis as above.

- (c) Clothing purchases pursuant to this Article shall be restricted to items of apparel which enhance the employee's on-air appearance.

**16.11** Employees assigned to stand-by during their off hours shall be compensated at the rate of ~~Twenty~~ Dollars (**\$20.00**) per day. ~~Stand-by~~ pay shall be computed separately from the work week, and shall be paid in addition to payments required under the Agreement for time worked.

## ARTICLE 17

### EFFECTIVE DATE AND DURATION

**17.1** This agreement shall commence on September 17, 1997, and remain in force until August 31, 2000.

**17.2** In the event that prior to the expiration ~~date~~ of this Agreement either party desires to negotiate a **new** Agreement, notice in writing ~~by~~ registered mail ~~shall~~ be given to the other party not less than thirty (**30**) days and not more than ninety (90) days prior to the expiry date of this Agreement. In the event **such** notice is given, this Agreement shall continue in full force, **until** a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs. If ~~notice~~ of desire to modify this Agreement is given **as** specified above, and the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

**17.3** Upon receipt of notice ~~from~~ either party of a **desire to** negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (**20**) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party **makes** application for conciliation.

**17.4** If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

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

## ARTICLE 18

**18.1** No employee shall accept outside employment where such employment is in direct competition with the business interests of the Company. For the purposes of this Article, "direct competition with the business interests of the Company" shall be defined as services performed for remuneration for television stations, television production companies, videotape duplication and editing companies.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS DAY OF 1998.**

**CICC/CKOS TELEVISION**

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

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**Danna McLeod**  
Manager, Human Resources

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**Gordon Hunter**  
National Representative

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**Murray Stein**  
Division Controller

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**Dennis Dunlop**  
General Manager

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**Robert Maloney**  
News Director

**LETTER OF INTENT NO. 1**

**SALARY INCREASES**

- Year 1** It is agreed that in lieu of a general increase to all scales for Year One of the Agreement, effective ~~from~~ September 1, 1997 certain adjustments ~~to~~ the wage classifications as agreed in Article 16.8 herein shall be implemented. For each employee who is in a job classification that is not adjusted they ~~will~~ receive a lump ~~sum~~ payment of four hundred ~~dollars~~ (\$400) ~~with~~ the first pay period following ratification of the new Agreement.
- Year 2** Effective September 1st, 1998, a general wage increase of one ~~and~~ one half percent (1.5%) will be applied ~~to~~ all scales.
- Year 3** Effective September 1, 1999, a general wage increase of two ~~and~~ one quarter percent (2.25 %) ~~will~~ be applied to all scales.

**CICC/CKOS TELEVISION**

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**Danna McLeod**  
Manager, Human Resources

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

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**Gordon Hunter**  
National Representative

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

**LETTER OF INTENT NO. 2**

**Employee Assistance Program**

The Company agrees to continue the Employee Assistance Program (EAP) for the employees of CKOS/CICC-TV. The EAP Committee will be comprised of three (3) members; one (1) from Management, and two (2) non-management employees, one (1) of whom must be a Bargaining Unit member. It is agreed that this program will be maintained for the term of this Agreement.

The terms and conditions of this Letter of Intent, when signed by the parties hereto, shall continue for the duration of this Collective Agreement which has an expiry date of August 31, 2000.

**CICC/CKOS TELEVISION**

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**Danna McLeod**  
Manager, Human Resources

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

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**Gordon Hunter**  
National Representative

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

**LETTER OF INTENT NO. 3**

**Employment Equity (EE)**

The Company and Union agree to support the goals of ~~Employment~~ Equity and to recognize that special efforts will be necessary to improve the opportunities for members of the designated groups.

**CICC/CKOS TELEVISION**

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**Danna McLeod**  
Manager, ~~Human~~ Resources

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

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**Gordon Hunter**  
National Representathe

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

**LETTER OF INTENT NO. 4**

**Union Dues**

If and when possible, the **Company** will indicate separately the total **amount** of dues deducted **from** base salaries and the total amount of dues deducted on additional earnings when remitting **dues** to the Union as per Article 4.1 and 4.1.1.

The **Union** is **aware** that separating dues deductions as described above **may** not always be possible dependent on where the payroll is produced.

**CICC/CKOS TELEVISION**

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**Danna McLeod**  
Manager, Human Resources

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA<sup>1</sup> - CLC**

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**Gordon Hunter**  
National Representative

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

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