

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CANWEST PACIFIC TELEVISION INC.**

**and**

**NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS-CLC**

**SEPTEMBER 1, 1987**

**to**

**AUGUST 31, 1991**

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## 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, ~~note~~ 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~~.
- 4.2 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 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** 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.

**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.



5.3 A temporary employee is defined as one hired for a part show or occasion, or to cover the absence of a full-time employee who is on vacation or on an approved leave of absence.

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.

## ARTICLE 6

### work Assignments

6.1 Subject to Article 6.2, the Company will assign all duties relating to work covered by this Collective Agreement to employees; the Company will not transfer, assign, or contract any work or functions covered by this Agreement, to which employees are entitled under the terms of this Agreement, to any persons not covered by this Agreement; and the Company shall not, nor shall it

permitted) to use its premises, facilities, or equipment owned, operated or controlled by it in *any manner* which affects or changes the work, **duties, or working conditions** of the employees, **unless employees are** assigned to the work involved.

**6.2** In the circumstances set out in the following subsections of this section, **the Company may** assign or contract out work to non-bargaining unit persons provided that such assignment or **contracting out will neither** result in any layoff or downgrading of **any employee**, nor affect the long-term scope of the bargaining unit

**6.2.1** Non-bargaining unit **persons may** continue to evaluate and train employees and demonstrate facilities as they have in the past.

**6.2.2** The Company may use **specialists to maintain, test, adjust or repair any equipment or device operated or maintained by employees.** An **employee** shall be assigned to assist or accompany such **specialist** in order to familiarize himself with **maintenance, adjustment, or repair being performed by the specialist if such duties** are to be assumed by an **employee(s).**

**6.2.3** The Company **may** use non-bargaining unit personnel for work outside of the designated market area, provided that employees **will be utilized** whenever economically feasible.

Designated Market Area **means the G.V.R.D., the Fraser Valley east to Hope, Howe Sound north to Whistler, the Sunshine Coast, Vancouver Island and islands between Vancouver Island and the Lower Mainland of British Columbia.**

- 6.2.4 The Company may assign bargaining unit work to persons outside the bargaining unit, where the Company does not own the *necessary* equipment and where such equipment is only available from others subject to a bona fide restriction that it be operated by non-employees.
- 6.2.5 When the Company intends to use non-bargaining unit personnel pursuant to 6.2.3 or 6.2.4, it shall **notify** the Union in writing, in advance. The notification shall provide reasons for *the* Company's decision. In the event that notice is not provided in accordance with this **Clause**, the Company shall pay to the Union, **an amount** equivalent to the **cost as if** the work was **performed** by bargaining unit members at the year **two** rate of the appropriate classification to the work **performed**.
- 6.2.6 The Union agrees to **allow the** use of students on practicums to perform bargaining unit **functions** when such students are assigned to work **under the** supervision of a bargaining unit member. Students shall not be used **in order to** replace a bargaining unit employee on leave or vacation or to avoid the payment of penalties **or** premiums to regular or full-time employees. Payment to students shall be at the discretion of the Company.
- 6.2.7 Where the Company wishes to utilize news items of an immediate nature originating from non-bargaining unit sources within the Designated Market Area, **the** Union agrees to give consideration to providing a waiver to permit such use. Provision of waiver shall not be unreasonably withheld.
- 6.3 The Company may *make* work assignments within and without an employee's **classification** for valid business reasons.
- 6.3.1 Assignments outside an employee's **classification** shall be for specified temporary **periods**.

- 6.3.2 ~~rk~~ assignment shall not be made for disciplinary reasons.
- 6.3.3 A claim by an employee that an assignment is arbitrary, discriminatory, in bad faith, unreasonable, or otherwise contrary to the Collective Agreement, may be made the subject of a grievance.
- 6.4 Employees performing in a job function different from their regular function will not be penalized for errors, except in the case of deliberate, careless, or malicious act
- 6.5 Without his 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 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 acceptance as an employee, provide in writing, the starting rate of pay, level, job title and description to which he 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 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 names of the employees from whom deductions have been made and the respective amounts deducted.

## 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

When an accredited Union official wishes access to the Company's premises, or any of its operations, he 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.

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.

conferences, seminars, 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 184 or 186 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 185 or 186 of the Canada Labour Code.



**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 Picket Lines and Struck Work**

The Company will not require any employee to cross a lawfully established picket line, or handle goods subject to a lawfully made "hot declaration".

**13.3** 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.

**13.3.1** 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.

**13.4** The Company will not require any employee to perform the duty of other staff members engaged in a lawful strike.

**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.

**ARTICLE 15****Probationary Period****15.1 Probationary period**

Full-time employees will be on probation for three months from their date of hire. Where an employee is hired in a capacity other than full-time and where he is subsequently moved to a full-time position within the job classification to which he has been assigned, his 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 months. The Company may extend the probationary period up to three additional months.

**15.2** Part-time employees will be on probation for five hundred working hours. The Company may extend the probationary period up to five hundred additional working hours.

**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.

**ARTICLE 16****Layoffs**

**16.1** After the end of the next month following the month of an employee's seniority does not accumulate until the end of the specified recall period.

- 16.2 Employees with more than eighteen (18) months seniority at the time of layoff retain recall rights for twelve (12) months. Employees with less than eighteen (18) months seniority at the time of layoff retain recall rights for six (6) months or length of seniority, whichever is lesser.
- 16.2.1 The Company will give preferential consideration, on hiring, to former employees who had more than twelve (12) months' seniority at the time of layoff, and whose length of layoff exceeds the period for which they retained recall rights.
- 16.3 Employees on layoff will keep the Company informed of their current address and telephone number for recall. Should an employee change his address or telephone number during the period of layoff, he will inform the Company of such change by registered mail.
- 16.3.1 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.
- 16.4 The Company agrees that it will not consistently schedule overtime in order to effect or extend layoffs.
- 16.5 Reductions from a classification shall be made in order of seniority, starting with the most junior employee.
- 16.5.1 An employee who is reduced from his 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 intention to displace and further provided that:

- (a) he has worked in *the* classification before; or
- (b) he has the qualifications, as well as the ability, to do the normal requirements of the job within a thirty (30)-day trial period.

An employee who displaces a less senior employee in another job classification and who fails to demonstrate his 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 16.2 shall begin at the end of the thirty (30) day trial period.

**16.5.2** 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

An employee who has displaced a less senior employee in the same salary group shall continue at his current pay level and shall continue to receive scheduled wage increases under Article 42.

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

- (a) he has worked in the classification before; or
- (b) he has the qualifications, as well as the ability to do the normal requirements of the job, within a thirty (30) day trial period.
- (c) the recall is to the same or lesser classification from which he was laid off.

Under these circumstances, the provisions of Article 18.1 and ~~it~~ shall not apply.

- 16.6.1 Notwithstanding Article 18, if recall results in the employee being recalled to other than his former position and the Company later decides to fill that position, the employee is, provided he applies for the position within the normal posting period, entitled to it.
- 16.7 Employees who are subject to layoff will receive a minimum of twenty-one (21) days notice of layoff or twenty-one (21) days salary in lieu of notice. The Company shall advise the Union at least twenty-one (21) days in advance of any layoff.
- 16.8 The Company shall extend to a laid off employee, basic medical and dental group benefits coverage to a maximum period of three months. During such 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 is recalled to work prior to the completion of the three (3) month period or if the employee becomes eligible for said benefits at a new place of employment

## ARTICLE 17

### Technological Change

- 17.1 Before any technological change is to be implemented, the Company shall give the Union not less than one-hundred-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

change with a view to avoiding or minimizing its adverse effect.

- 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. In the event of an emergency, the time 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 meets the qualifications for the position. 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 to his former classification. During the probationary period, the employee may elect to return to his former classification. On returning to his 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 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

being assigned to a new unit, the Company may return the employee to his former Job, or the employee may elect to return to his former job and, upon his 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 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 former group rounded up to the next highest step in the new group, and he shall automatically progress upward on the annual or semi-annual anniversary date of his 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 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 change 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 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 work within five (5) working days of cause for dissatisfaction becoming known to his 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 has been given the notice referred to in Article 20.2 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.
- 20.2.2 An employee shall have access to his personnel file in the presence of his department manager or designate

during those 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 Union representative before he is required to leave the Company's premises.

20.4 The Company shall notify the Union President or his 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 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 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
- (9) 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 designate within five (5) working days of the expiration of Step 2.

The Company President or his 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  
2700 - 700 West Georgia street  
Vancouver, B.C.  
Telephone: 688-1351
- (b) Jim MacIntyre  
c/o Faculty of Law  
University of British Columbia  
1822 East Mall  
Vancouver, B.C.  
Telephone: 228-3284
- (c) Mark Thompson  
Faculty of Commerce and  
Business Administration  
2053 Main Mall  
University of British Columbia  
Vancouver, B.C.  
Telephone: 224-8375
- (d) Stephen Kelleher  
1015 - 475 W. Georgia  
Vancouver, B.C.  
Telephone: 683-0122

While the intent is to have a new arbitrator at each of the four locations, 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 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 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

sepa. . . . pay in lieu thereof, in accordance with the following table:

SERVICE		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%

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

**22.3** An employee may request to begin and end his vacation in conjunction with his days off, plus any additional days added because of Article 23 and such request will not be unreasonably denied.

#### **22.4** 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 shall receive preference in scheduling his vacation on the basis of his Company seniority within the job function to which he is assigned in accordance with Article 42 of this Agreement.

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

**22.6** 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:

xing 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

Plus any day **duly proclaimed** by Federal and Provincial Authority as a **public** holiday.

*Also*, the **employee** may take one additional day off 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 shall receive his 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 shall **receive** one and one-half (1 1/2) **times his 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.



0 - 8 hrs	8 hr minimum	1 1/2 X basic rate plus basic rate
8 - 12 hrs		2 X basic rate
12 hrs plus		2 1/2 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 option, either one (1) ~~additional~~ day's pay for *that* week, or one (1) day added to his 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 shall receive three (3) ~~times~~ his basic rate with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional ~~one-half(1/2) times~~ the basic 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 receives off. In the case of an emergency, an employee may be required to perform work on both holidays.

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

## ARTICLE 24

### Compensatow 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 ~~immediate~~ family, i.e., legal guardian, grandparents, spouse, ~~parent~~, child, brother, sister, mother-in-law, father-in-law, he ~~will~~ be granted

compr ~~on~~sonate 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 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 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 59.2 (1) 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 59.51 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 is required to attend in court, provided that:

- the employee pays to the Company all fees received for such service; and
- he returns to work if relieved prior to the expiration of one-half (1/2) of his 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 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 testimony.

## **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 five hundred ~~dollars (\$2,500)~~ 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.~~

**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 ament level of benefit.

## ARTICLE 28

### Hours of Work

#### 28.1 Definitions

For the purposes of ~~this~~ Article:

"**day** off means 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;

"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' shall be considered as falling wholly within the calendar day on which it starts;

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

'weekend' means Saturday and Sunday;

'weekend off' includes two days off; and

'work week' commences at 12:01 AM. Monday.

### hours

A hour 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 include five hours worked or paid, which need not be on consecutive days.
- 29.2** 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.
- 29.2.1** 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 shall receive his 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 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 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 charge 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 ~~either thirty (30) or 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 sixth hour of the tour. Where a thirty (30) minute meal period is assigned, it shall apply to all employees within the job classification in a department.

**31.2** The Company shall have the right to change the designated length of a classification's meal period provided that the employees are given no less than seven (7) days notice. Failure to provide such notice shall result in the employees being credited with one (1) hours pay at the basic rate for each changed meal period.

**31.3** 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

**31.4** A subsequent meal period of not less than thirty (30) minutes shall be scheduled within the third, fourth, or fifth

hour of the completion of a prior meal period. Five dollars (\$5.00) shall be allowed for the cost of the meal, whether taken or not.

**31.5** When an employee is not given a meal period within the time limits required by this subsection, he shall receive compensation, in addition to his regular salary, from the beginning of the fifth hour to the start of the meal period given, with a minimum credit of one-half 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.

**31.6** 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 shift as time worked, for each missed meal period.

**31.7** 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:

- supply the employee with adequate transportation and allow him sufficient added time to travel to where an appropriate meal can be obtained; or
- 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.

**31.8** 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 Wee-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.
- 33.2 Overtime will be scheduled within classifications in a manner that equalizes, as much as possible, the overtime opportunities for employees.

33.3 ~~Time~~ after eight hours in a tour shall be paid at one' ~~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 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 ( ) 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 has completed his 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 for the portion of such assignments which encroaches on the turn-around 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	+ 1 1/2 X basic
4 - 8	+ 1 X basic
8 - 12	+ 1/2 X basic

**35.3** Notwithstanding the provisions of 35.2 above, a premium shall not be paid when an encroachment on 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 shall be paid a night premium (in addition to any other premium to which he is entitled) of fifteen percent (15%) over his 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.

## ARTICLE 38

### Clothing and Tool Allowance

- 38.1** Upon completion of their probationary period, full-time on-air Reporters shall receive a clothing allowance of six hundred dollars (\$600.00) per contact year, payable to the employee upon 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 own automobile for transportation in connection with his duties, he shall be reimbursed at the rate of twenty-five (25) cents per kilometer.
- 39.3** When an employee on Company business is involved in an accident resulting in damage to his 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 ~~to using his personal car for business purposes,~~ the ~~Company shall reimburse~~ him for any additional premium charged above the "Drive to Work" insurance rate. The ~~Company~~ shall not require an employee to drive his 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 may decline to do so under normal circumstances.~~ However, in the case of **an emergency**, an employee's agreement to use **his 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 to stay overnight,~~ he shall receive a ~~meal allowance on the following basis:~~

Breakfast	\$8.00
inch	\$10.00
Dinner	\$17.00

**40.1.2** Employees required to stay overnight shall be paid in advance, a per diem of thirty-eight dollars (\$38.00), to cover the cost of expenses for each completed twenty-four (24) hour period. 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 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 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 the maximum of eight (8) hours for the time spent travelling.

## ARTICLE 41

Safety

- 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 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. 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  
Junior reporter
3. Production Assistant Intermediate
4. Senior Production Assistant  
Writer/researcher - Intermediate  
  
Intermediate Reporter  
Junior Associate Producer
5. Writer/researcher  
Reporter
6. Senior writer/researcher  
Associate Producer
7. Senior Reporter  
Senior Associate Producer

42.2 These "technical/clerical staff" classifications covered by this agreement are as follows:

1. ENG Assistant Trainee  
Operations Assistant  
Courier  
Receptionist  
Traffic Clerk
2. ENG Assistant  
Telecine Operator  
Shipper  
Program Assistant  
Audio Assistant  
Record/Tape Librarian  
Promotions Assistant  
Traffic Co-ordinator  
Secretary
3. Staging Technician  
Senior Telecine Operator  
Film Editor
4. Video Operator  
Master Control Operator  
Audio Operator  
On Air Operator  
ENG Editor  
Electronics Graphics Operator  
Camera Operator  
VTR Operator  
Lighting Operator  
Graphic Artist  
Carpenter

5. ENG Operator  
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 Carpenter  
Senior VTR Editor  
Maintenance Engineer
7. Senior Maintenance Engineer

#### **42.3 Salary Schedule**

- (a) Effective September 1, 1987 the annual rate of pay for each step in salary Groups 1 through 7 shall be increased by four (4%) percent over the rate in effect for each group on August 1, 1987.
- (b) Effective September 1, 1988 the annual rate of pay for each step in salary Groups 1 through 7 shall be increased by five (5%) percent over the rate in effect for each group on August 31, 1988.
- (c) Effective September 1, 1989 the annual rate of pay for each step in salary Groups 1 through 7 shall be increased by five (5%) percent over the rate in effect for each group on August 31, 1989.

- (d) ~~Effective~~ **Effective** September 1, 1990 ~~the~~ annual rate of pay ~~each~~ **each** step in ~~salary~~ **salary** Groups 1 through 7 shall be **Increased** by six (6%) percent over ~~the~~ rate in effect for each group on August 31, 1990.
- (e) **Effective** September 1, 1990 ~~a~~ fifth year ~~step~~ shall be added ~~to~~ each salary group in ~~the~~ salary schedule. The **fifth year step** shall be established ~~at~~ three (3%) percent above the fourth ~~step~~ **step in each Salary Group**.
- (9) This agreement shall be retroactive to **September 1, 1987** with respect to ~~salaries~~ **salaries** and overtime, ~~penalties~~ or premiums calculated on ~~the~~ hourly rate.

#### 42.4 Salary Group Levels

##### SCHEDULE

Group	Scale	Sept'87	Sept'88	Sept'89	Sept'90
	percent Increase	<b>4.0%</b>	<b>5.0%</b>	<b>5.0%</b>	<b>6.0%</b>
<b>1</b>	Start	<b>1,458</b>	<b>1,531</b>	1,608	1,704
	6 month	<b>1,514</b>	<b>1,590</b>	1,669	<b>1,770</b>
	<b>1</b>	<b>1,583</b>	1,662	1,745	<b>1,850</b>
	<b>2</b>	<b>1,653</b>	<b>1,735</b>	<b>1,822</b>	1,931
	<b>3</b>	<b>1,721</b>	<b>1,807</b>	1,898	<b>2,011</b>
	<b>4</b>	<b>1,790</b>	1,879	<b>1,973</b>	<b>2,092</b>
	<b>5</b>				<b>2,154</b>
<b>2</b>	Start	<b>1,760</b>	<b>1,848</b>	1,940	<b>2,056</b>
	6 month	1,836	1,927	<b>2,024</b>	<b>2,145</b>
	<b>1</b>	<b>1,903</b>	<b>1,998</b>	<b>2,098</b>	<b>2,224</b>
	<b>2</b>	<b>1,986</b>	<b>2,086</b>	<b>2,190</b>	<b>2,321</b>
	<b>3</b>	<b>2,070</b>	<b>2,173</b>	<b>2,282</b>	<b>2,419</b>
	<b>4</b>	<b>2,216</b>	<b>2,327</b>	<b>2,443</b>	<b>2,590</b>
	<b>5</b>				<b>2,668</b>



Group	Scale	Sept'87	Sept'88	Sept'89	Sept'90
<b>percent increase</b>					
		<b>4.0%</b>	<b>5.0%</b>	<b>5.0%</b>	<b>6.0%</b>
<b>3</b>	Start	1,780	1,870	1,963	2,081
	6 month	1,907	2,003	2,103	2,229
	1	1,980	2,079	2,183	2,314
	2	2,064	2,168	2,276	2,413
	3	2,153	2,260	2,373	2,516
	4	2,307	2,422	2,543	2,696
	5				2,777
<b>4</b>	Start	1,981	2,080	2,184	2,315
	6 month	2,015	2,153	2,261	2,397
	1	2,123	2,229	2,340	2,481
	2	2,239	2,351	2,469	2,617
	3	2,335	2,452	2,574	2,729
	4	2,484	2,608	2,738	2,902
	5				2,989
<b>5</b>	start	2,080	2,184	2,293	2,431
	6 month	2,154	2,262	2,375	2,517
	1	2,231	2,342	2,459	2,607
	2	2,354	2,471	2,595	2,750
	3	2,451	2,574	2,703	2,865
	4	2,608	2,739	2,876	3,048
	5				3,140
<b>6</b>	Start	2,173	2,281	2,395	2,539
	6 month	2,246	2,359	2,477	2,625
	1	2,316	2,432	2,553	2,707
	2	2,435	2,556	2,684	2,845
	3	2,530	2,657	2,790	2,957
	4	2,696	2,830	2,972	3,150
	5				3,245

Grade	Scale	Sept'87	Sept'88	Sept'89	Sept'90
percent increase					
		<b>4.0%</b>	<b>5.0%</b>	<b>5.0%</b>	<b>6.0%</b>
7	Start	2,378	2,497	2,622	2,780
	6 month	2,465	2,588	2,717	2,880
	1	2,546	2,673	2,807	2,975
	2	2,710	2,846	2,988	3,167
	3	2,865	3,008	3,159	3,348
	4	3,157	3,315	3,481	3,690
	5				3,801

## ARTICLE 43

### General Salary Provisions

- 43.1** All Group 1 trainees will move to Ute 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 Ute 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 lime sheet shall be signed by the employee and ~~the~~ supervisor and upon submission to the ~~Company~~ will become a permanent

part of an 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 designate. Payment for overtime work premiums and the penalties shall be made not later than the end of the month following the month that such overtime, etc., is worked.

**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 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.

**ARTICLE U****Duration of Agreement**

This Agreement shall commence on the first day of September, 1987 and shall remain in force for a period of forty-eight (48) months ending on the 31st day of August, 1991 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 ten (10) 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 1 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 \_\_\_\_\_ day of \_\_\_\_\_, 1989.

National Association of  
Broadcast Employees  
and Technicians-CLC  
(NABET)

Carwest Pacific  
Television Inc.  
(CKVU-TV)

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**LETTER OF INTENT #1****Employee Time Sheets**

With respect to the provisions of Article 43.3 of the Collective Agreement, the Company agrees that it will implement a 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.

National Association of  
Broadcast Employees  
and Technicians-CLC  
(NABET)

Canwest Pacific  
Television Inc.  
(CKVU-TV)

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DATE:

**LETTER OF INTENT #2****Health 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 claim experience, regarding bargaining unit employees.

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