

COLLECTIVE AGREEMENT

BETWEEN:

**CHUM TELEVISION VANCOUVER INC.
Citytv Vancouver**

- and -

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



SEPTEMBER 1, 2003 to AUGUST 31, 2006

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CONTENTS

<u>Article</u>		<u>Page</u>
1	INTENT	1
2	BARGAINING UNIT	1
3	MANAGEMENT RIGHTS	5
4	EMPLOYEE DEFINITION	6
	New Job Classifications	6
5	EMPLOYEE CATEGORIES	7
	Part-time Employees	7
	Temporary Employees	9
	Job Sharing	10
6	WORK ASSIGNMENTS	14
	Use of Non-Bargaining Unit Personnel	14
	Work Assignments	15
	Practicum Students	16
7	OUTSIDE ACTIVITIES	16
8	NOTIFICATION	17
9	UNION SECURITY	17
	Union Membership	17
	Union Dues	18
10	UNION ACTIVITIES	19
	Bulletin Boards	19
	Union Access to Premises	19
	Union Activities	19
11	UNION LEAVE	20
12	NON-DISCRIMINATION	21
	Sexual Harassment	21
	Harassment	21
13	STRIKE OR LOCK-OUTS	22
	Picket Lines and Struck Work	23

<u>Article</u>		<u>Page</u>
14	SENIORITY	24
	Loss of Seniority	24
15	PROBATIONARY PERIOD	25
	Definition of On-Air Duties	26
16	LAYOFFS	26
	Layoff Notice	27
	Severance Pay	28
	Benefits Following Layoff	29
	Bumping	29
	Recall	31
17	TECHNOLOGICAL CHANGE	33
18	VACANCIES AND PROMOTIONS	34
	Seniority and Qualifications	34
	Probation Period	34
	Return to Former Job	35
	Salary Increase with Promotion	35
19	JOINT COMMITTEE	36
20	DISCIPLINE	36
	Expression of Dissatisfaction	36
	Access to Personnel File	38
	Union Representation	38
21	GRIEVANCE AND ARBITRATION	38
	Grievance Procedure	38
	Policy Grievance	40
	Arbitration	40
22	ANNUAL VACATIONS	42
	Vacation Scheduling	43
23	GENERAL HOLIDAYS	44
	Floating Holiday	45
	Holiday Pay	45
	Work on a Holiday	46

ArticlePage

	Holiday During Vacation	45
	Holidays on a Day Off	45
	Christmas and New Years Scheduling	46
24	COMPENSATORY LEAVE	46
	Maximum Leave	47
25	LEAVES OF ABSENCE	47
	Compassionate Leave	47
	Educational Leave	47
	Other Leave	48
	Maternity/Child Care & Paternity Leave	48
	Jury Duty	49
	Witness Leave	49
	Family Leave	50
26	SICK LEAVE	50
	Sick Leave Credits	50
	Weekly Indemnity Benefit	50
	Declaration of Illness	50
	Notification of Absence	51
27	HEALTH AND WELFARE	52
	Full Time Benefits	52
	Part-time Benefits	52
	Retirement Plan	54
28	HOURS OF WORK	54
	Definitions	54
	Ten Hour Tours	54
29	WORK WEEK AND DAYS OFF	56
	Consecutive Days Off	56
	Weekends Off	57
30	SCHEDULING	58
	Posting of Schedules	58
	Changes in Schedules	58

<u>Article</u>	<u>Page</u>
31	MEAL PERIODS 59
	Meal Scheduling 59
	Reporter/ENG Operator Meals 59
	Meal Displacement 59
	Remote Locations 60
32	REST PERIODS 61
33	OVERTIME 61
	Refusal of Overtime 61
	Overtime Rates 62
	Overtime on Day Off 62
	Unscheduled Overtime 62
	Cancellation of Work on Day Off 63
34	CALLBACK 63
35	TURNAROUND 64
36	NIGHT PREMIUM 65
37	UPGRADING 66
38	CLOTHING AND TOOL ALLOWANCE 67
	Part-time Allowance 67
	Tool Allowance 68
39	AUTO EXPENSES 69
	Reimbursement Rate 69
	Accidents 69
	Business Insurance 69
	Voluntary Use 69
	ENG Vehicles 70
40	TRAVEL 70
	Meal Allowance 70
	Per Diem 71
	Travel Time 71
41	SAFETY 72
	Hazardous Work 72

<u>Article</u>	<u>Page</u>
	Climbing 72
	Pregnant Employees 73
	Protective Clothing/Safety Devices 73
	Safety Committee 73
	First Aid Certificate 73
	Taxi Fare 74
42	CLASSIFICATION AND SALARY GROUPS 75
	Classifications 75
	Compensation 77
	Salary Group Levels 78
43	GENERAL SALARY PROVISIONS 84
	Trainees 84
	Salary Progression 84
	Time Sheets 85
	Overtime Approval 85
	Pay Day 86
	Basic Rate 86
	Senior Reclassifications 86
44	DURATION OF AGREEMENT 86
	SIGNATORIES 88
	LETTER OF INTENT #1 (Time Sheets) 89
	LETTER OF INTENT #2 (Benefits Information) 90
	LETTER OF INTENT #3 (Overnight Shift) 91
	LETTER OF INTENT #4 (Training & Development) 92
	CHUM Non-Discrimination/Harassment Policy 94

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 fundamental principles of creativity and innovation in broadcasting and the utmost co-operation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this agreement is signed in good faith by the two Parties.
- 1.2** It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgement and regulatory authority, that creative work carries a creative responsibility and that the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It is the intent of both Parties that this Agreement support and reflect these goals.

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.

2.2 The Parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity and marketability (image) which, with respect to the "On-Air" Talent are not capable of definition in solely objective terms. The Parties also agree and understand that "On-Air" performers (reporters - all levels - and photojournalists) are an integral part of the image and character of a television station.

2.2.1 The Company will provide direction and assistance to such employees to assist the employee in achieving the necessary standard of performance, creativity and being highly acceptable to the viewing audience. Where an "On-Air" performer is not achieving such a standard (or standards), in the sole opinion of the Company, the Company shall provide the employee with a first written notice clearly describing the manner in which the employee has fallen short of any standard(s). The notice shall also describe, in reasonable detail, the improvements the employee must achieve. The Company will then provide further reasonable direction and assistance to the employee. In the event the employee again fails to meet necessary standards, the employee shall receive a second written notice in the same manner as the first written notice. If, after thirty (30) days of additional reasonable direction and assistance from the Company the employee is unable to meet the necessary standards, the Company reserves the right to remove the employee from the classification. Such right shall not be exercised in an arbitrary or discriminatory manner.

2.2.2 An employee so removed shall exercise one of the options (i) or (ii) as described in **(2.2.5)** below. The right to remove an employee from his/her role shall not be in addition to and not in

substitution for, the Company's right to apply discipline, which may only be exercised for just cause.

2.2.3 Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "On-Air" staff individually to cover rates of pay, hours of work, severance, etc., providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement,

2.2.4 In recognition of the Union's status as exclusive bargaining agent for reporters - all levels - and photojournalists, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within three (3) working days of its receipt.

2.2.5 An employee removed from his/her classification under the Article shall select one of the following options:

I. Receive a lump sum severance payment commensurate with his/her service as of the date the removal takes place as follows:

- Post probation to three (3) completed years of service - three (3) months' severance pay.
- More than three (3) years' service, four (4) weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of seventy eight (78) weeks of severance pay.

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and other applicable statute or legal requirement:

- ii. Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other **job** classification other than an "On-Air" Talent classification (reporters - all levels and photojournalists), in which the employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period of four (4) weeks. In the event a less senior employee is displaced by an "On-Air" Talent the employee shall be permitted to exercise his/her seniority rights as per the Collective Agreement. An "On-Air" Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall receive the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

2.2.6 An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce "air-checks" and such other material that may be required to assist the employee in securing new employment.

10

ARTICLE 3
Management Rights

3.1 The Company shall retain sole and exclusive jurisdiction and control over all matters not expressly limited by the clear and explicit language of this Agreement. Such matters shall include but in no respect be limited to the following:

- (a) the right of the Company to hire, promote, transfer, demote and lay off employees, and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided;
- (b) the right of the Company to operate and manage or discontinue its operation in all respects, and to maintain and improve order and efficiency in its facilities, and to determine the scheduling of its production; and
- (c) the Company has the right to make, alter and enforce reasonable rules and regulations to be observed by employees including regulations arising from legislation provided that the rules and regulations are not in conflict with this Collective Agreement.

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

ARTICLE 4
Employee Definition

- 4.1** The term "employee" as used in this Agreement shall mean any person included within the bargaining unit referred to in Article 2.1.
- 4.1.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided.
- 4.2** Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 4.3** "Employee" shall include any person employed in any job classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board. Such person shall be included within the bargaining unit until the Canada Labour Relations Board rules on the referred matter.
- 4.4** The Company will give the Union, in writing, the proposed job description and proposed salary level where:
- (a) the company wishes to create a new job classification within the bargaining unit; or

- (b) the Canada Labour Relations Board determines that a new job classification, referred to it in accordance with Section 4.3, and included within the bargaining unit.

Failing agreement on the appropriateness of the new classification or on the salary level, either party may refer the matter to an arbitrator named in this Agreement. The arbitrator shall have the authority of an interest arbitrator and shall make a final determination of the matter, notwithstanding any provision of this Agreement that otherwise would limit the arbitrator's authority.

ARTICLE 5

Employee Categories

- 5.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as provided herein.
- 5.2** A part-time employee is defined as **one** hired on a regular basis to work a limited shift but less than thirty-two (32) hours per week. Where a part-time employee performs work of a temporary nature as defined in Article 5.3 such hours worked shall **be** excluded from the thirty-two (32) hours per week limit.
- 5.2.1** Part-time employees shall 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. 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 for the following Articles:

- (a) Article **14** - Seniority. Company seniority shall be calculated separately for part-time employees as distinct from full-time employees. The provisions regarding lay-offs and recall are not applicable.
- (b) Article **16** - Layoffs
- (c) Article **17** - Technological change.
- (d) Article **18** - Vacancies and Promotions- Full time employees continue to receive preference for full time job vacancies.
- (e) Article **22** - Annual Vacation except part-time employees shall receive vacation pay on each pay cheque in accordance with the appropriate percentages specified in Article **22.1**. Part-time employees shall be eligible for *two (2)* calendar weeks per vacation year for which they will not be scheduled to work. Part-time employees must request such vacation time at least sixty (60) days in advance.
- (9) Article **23** - General holidays - part-time employees shall be paid one and one-half ($1\frac{1}{2}$) 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.

- (g) Article 26 - Sick leave.
- (h) Article 27 - Health and welfare.
- (l) Article 28 - Hours of Work - a four (4) hour minimum tour shall apply and part-time employees are not eligible for overtime until after eight (8) hours in a tour and when hours worked are in excess of the scheduled tour of duty.
- (j) Article 29.4 -Weekends Off.
- (k) Article 38 - Clothing and Tool Allowance -except as provided in 38.1.1.

5.3 A temporary employee shall be defined as one hired for a particular show or production; one who covers vacation, maternity/child care leave, sick leave or leave of absence for another employee; or who is engaged for employment during peak workload periods, subject to the following:

- (a) Except for maternity/child care leave or extended leave of absence replacement, no period of full time temporary employment shall exceed then (10) months of continuous employment.
- (b) It is recognized that circumstances may arise where special program production requirements may require the hiring of temporary employees for periods longer than ten (10) months. In such cases, extensions of the temporary assignment will be agreed to by the Parties, in the circumstances where it is reasonable to do so.

- (c) Where the intended period of continuous temporary employment is in excess of ten (10) months as set out in (a) and (b) above, the employee shall qualify for benefits following three (3) months of continuous employment consistent with Article 27.2 (f).

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 (1½) 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, annual vacation, technological change and compensatory leave shall not apply.

5.4 Part-time and/or temporary employees will not be used to replace or to avoid hiring regular or full-time employees.

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

5.5 Job sharing shall be defined as an arrangement whereby two employees are allowed to split one full-time job. The two employees would normally be in the same salary group.

5.5.1 Upon the request of an employee, the Company may establish a job sharing arrangement, provided that job sharing shall not result in the elimination of a full-time job, result in the lay off or downgrading of any employee, **be** used to avoid replacing a full-time employee, or affect the long term scope of the bargaining unit. The decision to approve or deny a job sharing request by an employee is at the sole and absolute discretion of the Company.

5.5.2 The selection of employees to participate in a job sharing arrangement shall **be** in accordance with the following:

- (a) Participation shall be limited to full-time, part-time or temporary employees who have completed their probation period, including employees on leave of absence who have completed their probationary period. At least **one** of ~~the~~ employees participating in the job sharing arrangement shall be a full-time employee prior to commencement of the arrangement.
- (b) A full-time employee shall apply in writing to his/her Department Manager indicating the reason for the request, including the hours and days of the week the employee wishes to share and with whom the employee contemplates sharing the job. A copy of such application shall be forwarded to the Manager of Human Resources and the Union.
- (c) The Company shall post job sharing opportunities for a minimum of five (5) working days. The applicant employees with the most seniority shall be selected to participate in the **job** sharing arrangement, provided such employees are qualified to perform the duties and responsibilities of the

position and further provided it is practical to release such employees from their full-time jobs.

5.5.3 An employee participating in a job sharing arrangement shall be covered by all provisions of this Agreement, except as hereinafter provided:

- (a) A full-time employee who participates in a job sharing arrangement shall retain his or her **status** as full-time under this Agreement.
- (b) Seniority shall be in accordance with Article 14 of the Collective Agreement except that a full-time employee who participates in a job sharing arrangement shall retain all seniority earned prior to commencement of the **job** sharing arrangement. During the term of the job sharing arrangement, such employee shall accumulate seniority in accordance with the provisions of Article 14.2 of the Collective Agreement.
- (c) Sick leave and vacation leave benefits shall be pro-rated according to the number of hours worked.
- (d) General holidays shall be in accordance with Article 5.2.2 (c) of the Collective Agreement.
- (e) Health and Welfare benefits shall be in accordance with the provisions of Article 27 of the Collective Agreement, except that the Company's share of a full-time employee's benefits' premiums shall be pro-rated according to the number of hours worked.

(9) The minimum tour of duty for such employees shall be four (4) hours. The total of aggregate hours worked by both participants in a job sharing arrangement shall be no less than forty (40) hours per week. Subject to the following paragraph, where the total aggregate hours worked by such participants are in excess of eight (8) hours in a tour, forty (40) hours in a week or five (5) days in a week, the employee who works such excess hours shall be paid at the appropriate overtime rate. Notwithstanding the foregoing, such overtime rate shall not apply where:

(i) An employee is involved in training to the extent as set forth in Article 37.3

(ii) An employee is assigned to duties other than duties contemplated by job sharing under Article 5.5.

(g) Such employees shall be paid on an hourly basis at a rate equal to **11173**" of the monthly salary of the wage group and salary level to which the employee is assigned. Progression up the salary scale shall be in accordance with the provisions of Article 5.2.1 of the Collective Agreement.

5.5.4 The Company or any participant in a job sharing arrangement may terminate such arrangement by providing as much advance notice as possible but in no event less than two (2) weeks' advance written notice. Upon termination of a job sharing arrangement, any participant shall be entitled to return to the same or equivalent full-time position that he or she held prior to commencement of the arrangement.

ARTICLE 6
Work Assignments

- 6.1** It is recognized that circumstances and conditions exist and will continue to exist which may necessitate the use of non-bargaining unit personnel to carry out work covered by this Agreement, such work has been performed exclusively by bargaining unit employees in the past.
- 6.1.1** Notwithstanding the provisions of Article 6.1, the Company agrees that use of non-bargaining unit personnel as contemplated by Article 6.1, shall not either directly cause nor significantly contribute to:
- (a) the lay-off of a Bargaining Unit employee; or
 - (b) the failure to recall a laid-off Bargaining Unit employee in accordance with the provisions of Article 16.6 of this Agreement; or
 - (c) the failure to fill a full-time Bargaining Unit position or a part-time position, where the part-time position had been scheduled for work on a regular and recurring basis.
- 6.2** Where the Company hires non-bargaining unit personnel to perform work as contemplated by Article 6.1, the following shall apply, notwithstanding that the Collective Agreement does not apply:
- (a) Such personnel shall be paid for a minimum of four **(4)** hours, at a rate not less than the top rate for the most senior

classification to which the person would have been assigned had he/she been a Bargaining Unit employee.

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

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

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

- (a) Temporary assignments outside an employee's classification shall **be** for specified periods.
- (b) A work assignment shall not be made for disciplinary reasons.
- (c) A claim by an employee that an assignment is discriminatory, in bad faith, unreasonable, or otherwise contrary to the Collective Agreement, may **be** made the subject of a grievance.

(d) Employees performing in a job function different from their regular function will not be penalized for errors, except where the same is caused by carelessness, or by a deliberate or malicious act.

6.5 Without his/her consent, no employee shall be transferred or assigned to a position outside the bargaining unit. The employee will not be penalized for such refusal.

6.6 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.

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 CHUM Television Vancouver Inc. or which are in any way in direct competition with a business owned and/or operated by CHUM Television Vancouver Inc. except with the prior approval of the Company.

7.2 "Direct competition" shall be defined as participating in the production and/or programming of material, or commercial

productions or commercials intended for sale, broadcast or other use.

ARTICLE 8

Notification

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

ARTICLE 9

Union Security

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

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

9.1.2 The Company will discharge any employee within two (2) weeks after receiving written notice from the Union that the membership of such employee has been revoked or cancelled in accordance with the Union's Constitution and By-laws and provided that there is compliance with subsection 9.1.1.

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

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

- (a) the name, classification title and base salary of **each** bargaining unit employee;
- (b) the amount of dues deducted on **base** salary;

- (c) the amount of dues deducted on additional earnings;
- (d) **the** name of any employee who has left or joined the Company since the last **dues** remittance.

ARTICLE 10 Union Activities

10.1 Bulletin Boards

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

10.2 Union Access to Premises

Where an accredited Union official wishes access to the Company's premises, or any of its operations, he/she shall submit a request to do so in writing to the Company not later than twenty-four (24) hours in advance. The notification shall indicate the reason for which access is requested. Where permission is granted, it shall only be given to carry out Union business at reasonable times and in such a way as not to interfere with the normal operations of the Company.

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

10.3 Union Activities

The Union and/or its representatives and agents will not engage in Union activities, including conducting discussions regarding grievances, during working hours without prior Company

permission. Company permission will not be unreasonably withheld. Nothing in this section precludes casual conversation which does not interfere with an employee's **work**.

ARTICLE 11

Union Leave

11.1 Upon request by the Union, the Company shall release without **loss** of pay or other earned benefits up to a maximum of three (3) employees named by the Union to attend grievance meetings and/or negotiation meetings and a maximum of two (2) employees to attend health and safety committee meetings with the Company upon reasonable notice being given. The obligation of the Company to provide leave without loss of pay shall not apply to arbitration proceedings.

11.1.1 Leave without pay will be granted to no more than three (3) employees duly authorized to represent employees in respect of legitimate Union business (e.g. conventions, congresses, labour-related courses) upon reasonable notice to the Company.

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

ARTICLE 12
Non-Discrimination

- 12.1** The Company will not interfere with, restrain, or coerce any employee because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect of hiring, tenure of employment, or any term of employment, because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another union. The Company will not act in any other way which is prohibited by Section 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.
- 12.3** The Parties to this Agreement acknowledge that every employee of the Company is entitled to employment that is free of sexual harassment. The Company shall make every reasonable effort to ensure that no employee is subjected to such action in the workplace.
- 12.4** No employee shall engage in an act of sexual harassment.
- 12.5** The Company and the Union recognize that every individual has the right to a workplace that is free from sexual, racial or personal harassment. The Company Policy is appended at the end of the Collective Agreement for information purposes and shall act as a guide to employees in adhering to legal and social

guidelines regarding the recognition and prevention of harassment. Any employee who believes that they are being subjected to harassment should follow the process as described in the Policy. Complaints will **be** taken seriously and **will be** immediately investigated by the Company. If the complaint is found to **be** justified, action will be taken against the harasser, such action could include **but not be** limited to: apology, reprimand and **possible** termination of employment. When an employee is not satisfied with the outcome of an investigation he or she may file a grievance in accordance with Article 21 of this Agreement. The Parties agree that the discharge of normal supervisory duties does not constitute personal harassment.

The Company may amend the Policy from time to time to comply with Federal regulations. In the event the Company proposes to amend the policy in a substantive manner (other than for purposes of compliance with legislation) it shall discuss such change, amendments and revisions with the representatives of the Union at a joint management/union meeting for this purpose. The Union will be allowed to make recommendations to the Company at such a meeting and immediately after.

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 muse, nor permit its employees to muse, 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. This shall not apply to a picket line established at the Company premises or facilities during the term of this Agreement.

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

13.3 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.

13.4 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.

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

13.6 In the event of a breach of this article, the adversely affected party shall be left with all remedies available in law or equity.

ARTICLE 14

Seniority

14.1 Subject to this Agreement, seniority shall be determined as length of continuous service with the Company as a member in good standing of the Union.

14.2 A part-time employee who becomes a full time employee shall be credited for all hours worked as a part-time employee. A temporary employee who becomes a regular employee shall be credited for all hours worked as a temporary employee. The foregoing hours of credit will not apply where there is a break in service of more than ninety (90) calendar 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) calendar days.

- 14.4** The Company shall provide the Union with a seniority list in January and July of each year, covering all full-time and part-time employees.
- 14.5** After the end of the next month following the month of layoff, an employee's seniority does not accumulate but is retained until the end of the specified recall period.

ARTICLE 15

Probationary Period

- 15.1** Full-time employees, other than employees who perform on-air duties, will **be** on probation for three (3) months from their date of hire. Employees who perform on-air duties will **be** on probation for six (6) months from their date of hire.
- 15.1.1** Where an employee is hired in a capacity other than full-time and where he/she is subsequently moved to a full-time position within the job classification to which he/she has been assigned, his/her probation period shall be reduced by the amount of time already spent in such classification, **but** in no event shall it be reduced below a period of two (2) months for employees who do not perform on-air duties, and four (4) months for employees who perform on-air duties.
- 15.1.2** The Company may extend the applicable probationary period up to three (3) additional months and will provide notice to the employee and the Union no later than five (5) working days prior to the expiry of the initial probationary period. Such notice shall give the reason(s) for the extension.

- 15.2** Part-time employees will **be** on probation for five hundred (500) **working** hours. The Company may extend the probationary period up to an additional five hundred (500) hours for employees who do not perform on-air duties and up to an additional one thousand (1,000) hours for employees who **perform** on-air duties.
- 15.3** Employees will not attain any seniority during their probationary period. Upon completion of the probationary period, employees will be credited with seniority back to the date of hire.
- 15.4** The Company may terminate the employment of a probationary employee if the Company deems, after a bona fide trial, that the employee is unsuitable for continued employment.
- 15.5** For the purposes of this Article, "employees who perform on-air duties" means Reporters and Associate Producers but does not include Associate Producers who are not regularly assigned to do on-air news breaks.

ARTICLE 16

Layoffs

- 16.1** When lay offs are to be made, **such** lay offs shall proceed within the job classification affected in inverse order of seniority.
- 16.1.1** The Company agrees that it shall not consistently schedule overtime in order to bring **about** or to extend lay offs.
- 16.1.2** Notwithstanding the provisions of Article 16.1:

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

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

Length of Service	Notice Required
After Completion of Probation and less than 12 months' service	4 weeks
After 12 months' service and less than 60 months' service	5 weeks
After 60 months' service	6 weeks

16.2.1 A laid-off employee with twelve (12) months or more continuous service may, **at** his/her discretion, opt to receive severance pay based on three (3) weeks' pay per year **of** continuous service. A portion of a year shall **be** calculated on a *pro-rata* basis.

The minimum payment shall **be** three (3) weeks at basic salary and the maximum payment shall **be** fifty two (**52**) weeks at basic salary. Severance payments provided herein shall **be** deemed to **be** inclusive of any severance payment required pursuant to law.

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

16.2.2 Where an employee has the qualifications and seniority required to displace a less senior employee as set out in Article 16.4 and notifies the Company within forty-eight hours of receiving a layoff notice that he/she will not **be** exercising his/her right to displace a less senior employee, the following shall apply:

- (a) He/she shall be entitled to one (1) additional week of severance pay per year of continuous service to a maximum of twelve (12) additional weeks. A portion of a year shall be calculated on a *pro-rata* basis.
- (b) Such employee shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.

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

- (a) three (3) months in the case of an employee with up to five (5) years of continuous service;
- (b) six (6) months in the case of an employee with more than five (5) years of continuous service;

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

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

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

- 16.4.1** An employee who displaces a less senior employee in another job classification and who fails to demonstrate his/her ability to perform in that classification during the thirty (30) day trial period shall be considered laid off effective the end of the thirty day trial period. Recall rights under Article 16.5 shall begin at the end of the thirty (30) day trial period.
- 16.4.2** An employee who has reverted to a lower salary group and whose salary is higher than the maximum of the new group shall receive the highest rate in the lower group after three (3) months.
- 16.4.3** An employee who has displaced a less senior employee in the same salary group shall continue at his/her current pay level and shall continue to receive scheduled wage increases under Article 42.
- 16.4.4** An employee who reverts to a lower rated classification in accordance with Article 16.4 shall retain first recall rights to his/her previous classification should a vacancy occur therein.
- 16.4.5** The right of a full-time employee to displace a less senior employee shall include the right to revert to a part-time position, provided the employee scheduled for layoff has at least as much service time (as contemplated by Article 5.2.1) as the part-time employee whom the full-time employee seeks to displace.

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

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

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

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

16.5 Laid off employees shall retain recall rights as follows:

- (a) Employees with more than eighteen (18) months seniority at the time of lay off shall retain recall rights for twelve (12) months.
- (b) Employees with less than eighteen (18) months seniority at the time of lay off shall retain recall rights for six (6) months or length of seniority, whichever is lesser.

- (c) The Company agrees to give consideration to the re-engagement of laid off employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding twelve (12) months.

16.5.1 Employees on lay off will keep the Company informed of their current address and telephone number for recall. Should an employee change his/her address or telephone number during the period of lay off, he/she will inform the Company of such change by registered mail.

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

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

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

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

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

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

ARTICLE 17

Technological Change

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

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

ARTICLE 18
Vacancies and Promotions

- 18.1** Any vacancy shall be posted for minimum of five (5) working days on two (2) bulletin boards which are reserved for Company notices and postings. The said bulletin boards shall be positioned at conspicuous locations. The Company will forward a copy of the posting of each bargaining unit posted job to the President of the local Union. In the event of an emergency, the time period required by this article may be shortened provided the Union is advised and the employees have an opportunity to know of the vacancy.
- 18.2** Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. If more than one of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there are no applicant employees who satisfactorily meet the qualifications established for the position, the Company may hire from any source.
- 18.3** After being awarded the job, an employee will be given reasonable assistance and up to sixty (60) calendar days' probation in the new position. During this period, the Company may, if the employee is unsuitable to be retained in the new classification after the probationary period, return him/her to

his/her former classification. During the Probationary period, the employee may elect to return to his/her former classification. On returning to his/her former classification, the time spent out of the classification shall be deemed to be time spent in the classification. At the conclusion of a successful probationary period, the employee will be advised in writing that his/her promotion has been made permanent.

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

18.5 When an employee is promoted into a higher-rated job classification, he/she shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one full increment in his/her former group rounded up to the next highest step in the new group, and he/she shall automatically progress upward on the annual or semi-annual anniversary date of his/her promotion to the new group.

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

ARTICLE 19
Joint Committee

- 19.1** The Company and the Union shall establish a Joint Committee for the purpose of reviewing and discussing matters arising out of the Collective Agreement or matters of mutual concern between the Company and the Union.
- 19.2** The Joint Committee meetings shall be held at the call of either Party at a mutually agreed upon location.
- 19.3** The Joint committee shall not be empowered to alter or abridge any of the terms and conditions of the Collective Agreement, but it may make joint recommendations to the Company and the Union.

ARTICLE 20
Discipline

- 20.1** No employee who has completed his/her probationary period shall be disciplined or discharged except for just and reasonable cause. The foregoing shall not apply to temporary employees who have worked less than six (6) months. A discharged temporary employee who has worked less than six (6) months shall be deemed to have been discharged for just and reasonable cause.
- 20.2** An employee shall be notified in writing of any written expression of dissatisfaction concerning his/her work within five (5) working days of cause for dissatisfaction becoming known to his/her Supervisor. A copy of such written expression of

dissatisfaction shall be provided to the Local Union President or his/her designate within twenty four (24) hours of issuance to the employee. If this procedure is not followed, such expression of dissatisfaction shall not become part of their disciplinary records for use against him/her at any time. This Article shall not prevent oral expressions of dissatisfaction, but such oral expressions must be reduced to writing within five (5) working days before becoming part of an employee's record.

20.2.1 The term "written expression of dissatisfaction" shall mean any discipline which is reduced to writing, including written warnings, suspensions, disciplinary demotions and discharge. Oral discussions and e-mails which are communication by way of feedback or coaching and are not clearly identified as "written expressions of dissatisfaction" shall not form part of the employee's disciplinary record. However, evidence of such communications may be introduced in arbitration or other proceeding for the purpose of responding to, or rebutting, an allegation by a grievor or the Union that an employee has been treated in a discriminatory fashion by the application of discipline, or where the evidence is tendered to establish the standard or expectation of the Company regarding the performance of the employee or employees generally.

20.3 The employee's reply to such written expression of dissatisfaction, if received within five (5) working days after he/she has been given the notice referred to in Article 20.2 above, shall become part of his/her record. If such reply is not so received, it will not become part of his/her record for use by him/her at any time.

- 20.4** An employee shall be furnished, within five (5) working days of receipt, with any other complaint or accusation concerning him/her which may be detrimental to his/her advancement or standing within the Company. The employee's reply to such complaint or accusation, if received within five (5) working days after he/she has been given the complaint or accusation, shall be come part of his/her record.
- 20.5** An employee shall have access to his/her personnel file in the presence of his/her department manager or designate during office hours at a mutually agreeable time, but in no event later than five (5) working days after the initial request.
- 20.6** An employee who has been discharged or suspended shall be given the opportunity of seeing his/her Union representative before he/she is required to leave the Company's premises.

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 and his/her Union representative as soon as possible, but not later than ten (10) working days after the alleged grievance has occurred. The

supervisor shall have three (3) working days to reply to the grievance.

STEP 2: When a grievance has not been **settled** at Step 1, the employee and/or his/her Union Representatives 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
- (f) identification of the Article(s) allegedly violated.

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

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

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

STEP 4: When a grievance has not been settled at Step 3, either party may refer the grievance to arbitration within thirty (30) days from the expiration of Step 3.

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

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

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

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

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

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

21.5 The arbitrator shall hear and determine the difference and shall render his/her decision within a maximum of sixty (60) calendar days following a hearing.

21.6 An arbitrator shall be governed by the provisions of this Agreement and shall not have the right to change, or make any decision contrary to those provisions. The decision of the arbitrator shall **be** binding on both sides.

21.7 If it is alleged that an employee has been discharged **or** suspended without **just** cause, the grievance shall start at Step 3 within five (5) working days.

21.8 If a grievance is not pursued within ~~the~~ time limits as set out in this Article, the grievance shall be considered abandoned.

21.9 If either party **withdraws** a grievance, it shall immediately **notify** the other party in writing.

ARTICLE 22
Annual Vacations

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

SERVICE	VACATION TIME	PAYMENT
Seniority as defined in Article 14 computed as of March 31 of each year	Duration of vacation in hours	% of gross earnings since April 1st of previous year
Less than 12 months	8 hours per month worked to a maximum of 80 hours	4%
12 months to 84 months OR (1-7 years)	120 hours	6%
84 months and over OR 7 years and over	160 hours	8%
240 months and over OR 20 years and over	200 hours	10%

22.1.1 With respect to the application of Article 22.1 it is agreed that no employee shall receive less than the specified number of days per month of vacation at the employee's current rate of pay, regardless of the amount of gross earnings. Where an employee's gross earnings exceed his/her entitlement in working days, such

excess amount shall be paid to the employee on the last pay day of April in the year in question.

22.2 Every employee shall be entitled to have at least three (3) weeks (120 hours) of his/her vacation period consecutively scheduled unless otherwise agreed upon by the employee and the Company.

22.3 In the event that a statutory holiday occurs during an employee's vacation, eight (8) additional hours for each such holiday shall be added to the vacation credits.

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

22.5 The Company shall have the right to determine the number of employees which may be released for vacation from any job classification at any one time. Such right shall be exercised in a reasonable manner. Applications for vacations shall be submitted not later than sixty (60) calendar days prior to the date requested. The Company shall confirm or deny the vacation request within fifteen (15) working days of the submission.

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

- 22.6** Upon termination of employment, an employee (or his/her estate in the case of death) shall receive accrued vacation pay earned in accordance with the provisions of Article 22.1 plus pay for any vacation period previously earned but not taken.
- 22.7** Generally, vacations will not be taken past the last day of February in the following year. In special circumstances and with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

ARTICLE 23

General Holidays

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

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

23.1.1 Subject to paragraph 2 hereof, employees may take one additional day off (floating holiday) per contract year, such holiday to be taken at a mutually agreeable time.

In order to qualify for a floating holiday, an employee must have been in the continuous employ of the Company for four (4) consecutive months during the contract year.

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

23.3 If a holiday falls on a scheduled work day and the employee is required to work, he/she shall receive one and one-half (1 ½) times his/her basic rate, in addition to the basic rate, with a minimum credit of eight (8) hours. All hours worked and/or credited in excess of eight (8) hours shall be paid at an additional one-half (½) times the basic rate. All hours worked and/or credited in excess of twelve (12) hours shall be paid at an additional one-half (½) times the basic rate.

Recap:

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

23.4 In the event a General Holiday occurs during an employee's vacation or falls on a scheduled day off, the employee shall receive, at his/her option, either one (1) additional day's pay for

that week, or one (1) day added to his/her annual leave, or one (1) day off with pay at a mutually agreeable time.

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

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

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

ARTICLE 24

Compensatory Leave

24.1 At the mutual agreement of the department manager and the employee, the employee may accumulate compensatory leave for work performed beyond eight (8) hours on a regular day or for work performed on a scheduled day off or a General Holiday.

- 24.2** Compensatory leave shall be credited to the employee at the applicable rate in effect for the time worked.
- 24.3** The maximum allowable accumulation of compensatory leave shall not exceed eighty (80) hours. Payment of compensatory leave will **be** based on time sheets submitted as of August 31st and paid out on September 30th each year.
- 24.4** Compensatory Leave credits may **be** added to the employee's annual vacation or may **be** taken at other mutually agreeable times.

ARTICLE 25

Leaves of Absence

25.1 Compassionate Leave

When an employee is required to be absent from work due to death in his/her immediate family, i.e., legal guardian, grandparents, spouse, parent, child, grandchild, brother, sister, mother-in-law, father-in-law, he/she will **be** granted **compassionate** leave or absence **with** pay for up to three (3) working days **for** the purpose of **attending/arranging** the funeral. When travelling time is necessary, up to two (2) additional working days without pay shall **be** granted.

25.2 Educational Leave

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

25.3 Other Leave

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

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

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

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

25.5 Maternity/Child Care and Paternity Leave

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

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

25.5.2 In addition to the benefits provided under Section 209 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) working days' paid paternity leave on **the** occasion of the birth **of** a male employee's child, provided the employee submits a Mitten request at least one month in advance and supplies written confirmation from the spouse's doctor.

25.6 Jury Duty

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

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

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

25.7 Witness Leave

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

25.7.1 Before making payment, **the** Company may require the employee to furnish evidence of the employee's attendance in

court, as well as evidence of the time spent by the employee giving his/her testimony.

25.8 Where an urgent family matter necessitates an employee being absent from work, the employee may, with the approval of the Company, utilize up to two (2) working days of sick leave as accumulated pursuant to Article 26, in respect of such absence, or absences during each collective agreement year. Approval for the same shall not be unreasonably withheld. An employee may use a minimum of one-half day (4 hours) of leave at any one time.

ARTICLE 26

Sick Leave

26.1 An employee who is absent because of illness or incapacity shall receive sick leave up to fourteen (14) days for any one absence, computed on the basis of one and one-half (1½) days for each calendar month of service, credited from the employee's date of hire and cumulative from year to year to a maximum of ninety one (91) days. Notwithstanding the foregoing, an employee shall not be entitled to utilize sick leave during their first three (3) months of employment.

26.1.1 A benefit of sixty six and two-thirds percent (66 2/3%) of monthly salary to a maximum of three thousand dollars (\$3,000) 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) working days or less, the employee may be required to supply a written declaration

of illness. Where the absence exceeds three (3) working days, the employee may be required to offer satisfactory proof of illness, e.g. medical examination, at the expense of the Company. Sick leave accumulation under this Article is strictly for use when an employee is incapable of reporting to work due to illness or injury and is not an entitlement for additional time off.

Where the Company has reasonable grounds to believe that an employee's reported illness may not be illness of a bona fide nature, or where the employee's attendance for reasons attributable to illness has become irregular, the Company may require satisfactory proof of illness at any time in respect of an absence from work attributable to illness.

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

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

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

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

ARTICLE 27 **Health and Welfare**

Full-time

27.1 The Company shall pay one hundred percent (100%) of the cost of the premiums for full time employees for ~~the~~ following benefits: life insurance; weekly indemnity; extended health and dental care benefits. Employees ~~shall~~ continue to pay fifty percent (50%) ~~of~~ the premiums for B.C. Medical coverage, one hundred percent (100%) ~~of the~~ premiums for Long Term Disability coverage and one hundred percent (100%) ~~of the~~ premiums for Vision Care.

The Company agrees that the benefit coverage above (excluding B.C. Medical coverage) shall **be** no **less** than the current level of benefit. The Company agrees that no change shall **be** made to the terms and conditions of such plans without prior consultation with the Union.

Part-time

27.2 Part-time employees shall be entitled **to** enrol in the plans set out in Article 27.1, subject to the following terms and conditions:

- (a) Eligibility for enrolment dates shall be March 1st and September 1st of each year.

- (b) The employee must have worked an average of eighteen (18) hours per week during the preceding six (6) month period. For greater clarity, the employee must have worked 468 hours during the period.
- (c) Where a part-time employee has not worked sufficient hours to satisfy enrolment provision (b) hereof, and if during the applicable period the employee has worked as a Temporary employee, hours so worked in a temporary capacity may be utilized for the purposes of satisfying (b) hereof.
- (d) Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purposes of paragraph (b) herein.
- (e) The Company may, in its absolute discretion, enrol or continue to enrol an employee in the Insured Group Plans, notwithstanding that an employee may not qualify for enrolment pursuant to paragraph (b) herein.
- (9) The Company shall pay seventy five percent (75%) of the premiums applicable to the Dental Plan and fifty percent (50%) of the premiums applicable to the Extended Health Plan. The Company shall pay twenty five percent (25%) of the premiums applicable to the B.C. Medical Plan. Employees shall continue to pay one hundred percent (100%) of the Vision Care premiums.

27.3 Part-time employees who do not qualify for health and welfare benefits as set out in Article 27.2 shall receive seventy cents (70¢)

per hour, not to be added to the employee's base hourly rate for each regular hour worked.

Retirement Plan

27.4 The Company retirement plan, implemented effective May 16, 1994, will continue in effect at the following contribution rate:

Company contribution — 5% of employee's basic pay

Employee contribution — 5% of employee's basic pay

Employees enrolled in the retirement plan shall receive an annual statement as to their status in the plan.

ARTICLE 28 Hours of Work

28.1 Definitions

For the purposes of this Article:

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

"Overtime" means any hours worked which are authorized or approved, and which are :

- In excess of the scheduled tour of duty: or

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

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

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

"Working Day"

Wherever in this Agreement the term "working day" appears, it shall mean days of the week other than Saturday, Sunday and general holidays.

28.2 Notwithstanding the provisions of Article 28.1, employees may be assigned to work a basic tour of ten (10) hours, subject to the following:

- (a) Such employees shall be scheduled to work four (4) consecutive, ten (10) hour tours, during the work week in question, which shall include three (3) consecutive days off.
- (b) Any block of ten (10) hour tours shall be preceded and followed by consecutive days off.

- (c) Where the Company intends to schedule an employee to work ten (10) hour tours or to switch back to eight (8) hour tours, the employee shall be notified not later than twenty four (24) calendar days prior to the first day of the change. It is recognized that certain circumstances may arise in the event of a business emergency or an unexpected absence where such notice is not practical. In such cases, the notice period may be reduced to ten (10) working days by mutual agreement between the Parties, where it is reasonable to do so.

ARTICLE 29

Work Week and Days Off

29.1 The standard work week shall commence at 12:01 a.m. Monday and shall include forty (40) hours worked or paid. Tours of eight (8) hours or less need not be on consecutive days.

29.2 Definitions

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

- 29.3** Each employee is entitled to two days off during a work week, which shall be consecutive. However, days off may be separated by a holiday if no work is performed on the holiday.
- 29.4** The Company shall make every effort to schedule days off on weekends as frequently as possible, and will endeavour to avoid scheduling an employee to work more than two weekends in a row. An employee must receive a minimum of four weekends during each three calendar months. Where an employee does not receive this minimum number of weekends off during a three-month period, he/she shall receive his/her basic rate of pay in addition to any other payments received under this Agreement for any day on which work is assigned and performed during any of the four weekends.

ARTICLE 30

Scheduling

- 30.1** Posting of Schedules — In order to ensure that each employee is advised of his/her work schedule at the earliest possible time, each employee's weekly schedule shall be posted as early as possible, but in no event later than ten (10) days prior to the first day covered by the new schedule.
- 30.1.1** Each employee's schedule shall state clearly his/her start time, finishing time, meal start time, and days off.
- 30.1.2** In the event that an employee's schedule is not posted in accordance with subsections 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. Where schedules are posted four (4) weeks in advance due to a change in hours of tours as per Article 28.2, days off may be changed up to ten (10) calendar days prior to the initiation of the new schedule.

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:

- (a) in ~~the~~ case of reduction in hours, the employee shall receive credit for hours originally scheduled; and
- (b) in the ~~case~~ of a change in starting time, the employee shall receive credit for hours originally scheduled, plus any additional hours.

ARTICLE 31
Meal Periods

- 31.1** A first meal period of sixty (60) minutes duration shall be scheduled not earlier than the start of the fourth hour of a tour and end not later than the start of the seventh hour of the tour.
- 31.1.1** Notwithstanding the provisions of Article 31.1, employees classified as Reporter and ENG Operator who are assigned to news gathering shall be subject to a first meal period of thirty (30) minutes duration. Such meal period shall be scheduled not earlier than the start of the fourth hour of a tour and end not later than the start of the sixth hour of the tour.
- 31.2** A second meal period of not less than thirty (30) minutes shall be scheduled in tours of more than ten (10) hours. It shall be scheduled within the third, fourth, or fifth hour after the completion of the first meal period. Seven dollars (\$7.00) shall be allowed for the cost of the second meal, whether taken or not.
- 31.3** A subsequent meal period of not less than thirty (30) minutes shall be scheduled within the third, fourth, or fifth hour after the completion of a prior meal period. Five dollars (\$5.00) shall be allowed for the cost of the meal, whether taken or not.
- 31.4** When an employee is not given a meal period within the time limits required by this Article, he/she shall receive compensation, in addition to his/her regular salary, from the beginning of the fifth hour to the start of the meal period given, with a minimum credit of one (1) hour. Compensation shall be an amount equal to one half (½) the employee's basic hourly rate for each hour or part

thereof worked or credited. It shall apply to each displaced meal period.

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

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

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

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

ARTICLE 32
Rest Periods

- 32.1** Employees shall receive one fifteen-minute rest period 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 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 during every three-hour segment thereafter.
- 32.3** Rest periods shall not be assigned during meal periods.
- 32.4** When an employee is required to work through a break period, fifteen (15) minutes for each such break period shall be added to the end of the tour of duty as time worked.

ARTICLE 33
Overtime

- 33.1** An employee may refuse to work overtime. However, if all employees in a classification refuse to work, the Company may require the most junior qualified employee in the classification or in the Company to do the work, and in the case of work or an assignment of a continuing nature, the employee who had been assigned to the work or assignment may be required to perform the overtime.

- 33.2** Overtime will be scheduled within classifications in a manner that equalizes, as much as possible, the overtime opportunities for employees.
- 33.3** Overtime after eight hours in a tour shall **be** paid at one and one-half ($1\frac{1}{2}$) rate for the first four hours and two times rate for all hours thereafter.
- 33.4** Overtime on a scheduled day off shall be compensated as follows:
- 33.4.1** If work is performed or credited on one day off in a week, he/she shall receive time and one-half (1%) 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 ($\frac{1}{2}$) times the basic rate over and above the rates contained in **33.4.1**; and
- 33.4.3** If the hours worked or credited on the day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) times the basic rate over and above the rate contained in **33.4.1**.
- 33.5** Where the Company does not notify an employee of an overtime assignment by 1500 hours (3:00 p.m.) of the previous day, all overtime in excess of two hours shall be compensated at one-half times the employee's basic rate in addition to any other

payments received under this Agreement for work performed in excess of the two hours referred to above; provided that overtime not in excess of four (4) hours, incurred under this provision with respect to sick relief of an employee who has not notified the Company of his/her inability to work his/her scheduled shift at least two hours prior to the commencement of that shift, shall be deemed to be scheduled overtime.

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

ARTICLE 34

Call Back

- 34.1** "Call-back" shall be defined as work assigned to an employee after he/she has completed his/her tour of duty, provided such work assignment is not continuous with the employee's tour.
- 34.2** An employee required to work a call back shall be paid in accordance with the unscheduled overtime provisions of 33.5, with a minimum credit of four (4) hours.
- 34.3** Calculation of turnaround shall be made from the end of the last hour worked in the call back, 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 ($\frac{1}{2}$) times such basic rate or the portion of such assignments which encroaches on the turnaround period.

Compensation shall be one and one-half (1½) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the four (4) hours period immediately following the end of the employee's original schedule or any extension thereof, and shall **be** one (1) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the fifth, sixth, seventh, or eighth hours immediately following the end of an employee's original schedule or any extension thereof.

Recap:

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

35.3 Notwithstanding the provisions of 35.2 above, a premium shall not be paid when an encroachment 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/she shall be paid a night premium (in addition to any other premium to which he/she is entitled) of fifteen percent (15%) over his/her basic rate for all hours worked.

ARTICLE 37
Upgrading

- 37.1** An employee who is required to temporarily work in a higher-rated job classification or to work outside the bargaining unit for four (4) hours or more, shall be paid at the higher rate, provided that such rate is not less than twenty percent (20%) above the employee's regular rate.
- 37.2** An employee who is not assigned to a senior classification and who is required to train or supervise a trainee, shall be paid at the premium rate as set out in 37.1 above.
- 37.3** The provisions of Article 37.1 and 37.2 shall not apply when an employee is assigned to work in a higher rated job function for training or trial, for a maximum of twenty (20) working days, and, where a qualified staff member is assigned for the entire tour to assist in such training.
- 37.4** Where a temporary employee is temporarily assigned, for four (4) hours or more, to a job classification rated higher than the job classification to which he/she is normally assigned, the employee shall be paid at the wage rate applicable to the higher rated classification, and shall not be paid an upgrading premium.
- 37.5** Employees who are assigned to operate a steady cam shall be paid a premium of twenty percent (20%) for each hour of such work, with a minimum credit of one (1) hour.

ARTICLE 38
Clothing and Tool Allowance

38.1 Upon completion of their probationary period, full time on-air reporters and photojournalists shall qualify for a clothing allowance per calendar year to the value of; and provided at intervals as set forth herein, for the purchase of appropriate clothing:

Effective Date	Clothing Allowance
January 15, 2004	\$575.00
July 15, 2004	\$575.00
January 15, 2005	\$600.00
July 15, 2005	\$600.00
January 15, 2006	\$625.00
July 15, 2006	\$625.00

The Allowances shall be made available on the aforementioned dates provided the employee has been in the continuous employ of the Company during the three (3) months period immediately preceding the applicable available date.

38.1.1 The provisions of Article 38.1 above shall be applicable, on a pro-rata basis, to part-time reporters who are participating in a job sharing arrangement and **who** appear on-air on a regular and recurring basis.

- 38.1.2** Where appropriate clothing is available for purchase from a clothing source(s) which has or is doing advertising business with the Company, the appropriate clothing shall be purchased from that clothing source(s).
- 38.1.3** Where appropriate clothing is not available for purchase as in Article 38.1.2, the clothing allowance (in whole or in part) shall be payable to the employee upon the submission of receipts for the purchase of appropriate clothing. Receipts must be submitted within one (1) month of the purchase to be eligible for reimbursement.
- 38.2** Upon completion of their probationary period, employees classified as Maintenance Engineer and Senior Maintenance Engineers shall receive a tool allowance of ~~one hundred fifty~~ dollars (\$150).
- 38.3** Upon completion of their probationary period, full time employees classified as ENG Operator and Senior ENG Operator shall ~~be~~ reimbursed, upon ~~presentation~~ of appropriate receipts, for up to one hundred dollars (\$100.00) per calendar year for safety boots. The Company shall also provide such employees with a suitable, all-weather jacket every three (3) calendar years, effective September 1, 2003.

ARTICLE 39
Auto Expenses

- 39.1** The Company agrees to reimburse each employee for **all** authorized and/or approved expenses when travel is authorized by the Company.
- 39.2** If an employee is authorized to use his/her own automobile for transportation in connection with his/her duties he/she shall be reimbursed, from the date of ratification, at ~~the~~ rate of forty cents (40¢) per kilometre.
- 39.3** When an employee on Company business is involved in an accident resulting in damage to his/her car and the amount of damage cannot **be** recovered from any other person or persons, the Company agrees to reimburse the employee the lesser amount of the deductible or five-hundred dollars (\$500.00).
- 39.4** If an employee requires higher automobile insurance rates due to using his/her personal car for business purposes, **the** Company shall reimburse him/her for any additional premium charged above the "Drive to **Work**" insurance rate. The Company shall not require an employee to drive his/her car to work.
- 39.5** It is expressly agreed that the use of an employee's car in executing the business of the company is not compulsory, and he/she may decline to do so under normal circumstances. However, in the **case** of an emergency, an employee's agreement to use his/her car **will** not be unreasonably withheld.

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

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

ARTICLE 40

Travel

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

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

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$24.00

40.1.2 Employees required to stay overnight shall be paid in advance, from the date of ratification, a per diem of fifty five dollars (\$55.00) to cover a 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/her to stay overnight shall be reimbursed, upon the presentation of proper accounts and receipts, for the reasonable cost of accommodation.

40.1.4 Where an employee is given a remote assignment, he/she shall be reimbursed, upon the presentation of proper accounts and receipts, for all reasonable transit expenses.

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

ARTICLE 41**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/her employment with the Company.

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

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

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

- 41.3.3** An employee who has a valid inability as determined by the Workers' Compensation Board shall be disqualified from that job function within the bargaining unit.
- 41.3.4** Pregnant employees shall not be required to work on V.D.T.'s. The employer will make every reasonable effort to provide alternate **work**. Where it is not possible to provide alternate work, the employer shall grant an unpaid leave of absence on demand. Article 25 shall apply to such leaves of absence, except that any time limits incorporated into ~~that~~ Article by reference to the Canada Labour Code, pertaining to the period before the date of confinement, shall not apply.
- 41.4** The Company agrees to supply adequate protective clothing, and/or safety devices or equipment for employees on assignments (e.g. remote, towers), where conditions require their use, and to supply other special attire where required by the Company. It is understood that such protective clothing and/or safety devices or equipment are and remain the property of the Company and shall be returned in good condition on demand.
- 41.5** The Company shall appoint delegates to act as one-half of the Safety Committee which, in conjunction with two members of the bargaining unit, shall make recommendations to the Company relating to the safety and health of the members of the bargaining unit.
- 41.6** The Company shall, after prior approval and at the discretion of the department manager, reimburse an employee for fees paid by an employee, as tuition, for any industry-related course including Workers' Compensation Board and Industrial First Aid

Certificate courses. Payment is to be made after successful completion of such courses.

41.7 The Company shall pay a monthly bonus (not to **be** included in base rate) in the amount of fifty dollars (\$50.00) **to** each bargaining unit member, to a maximum of four at any one time, who successfully completes the Standard 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 fulfilment of the Company's obligations under the Canada Labour Code and therefore, the selection shall be made after prior consultation with the Union.

41.8 Taxi Fare

- (a) Employees who rely on public transit as their primary transportation and are required **to** begin or end their shifts during hours that public transit is not running shall be reimbursed monthly for the cost of the taxi fare either to or from their home to a maximum of ten dollars (\$10.00) per tour of duty, provided appropriate receipts are presented.
- (b) Employees beginning or ending their shift between the hours of 00:01 a.m. and 6:00 a.m. shall **be** reimbursed monthly for the **costs** of taxi fare either to or from the nearest public transportation transfer point to **a** maximum of ten dollars (\$10.00) per tour of duty provided appropriate receipts are presented.

ARTICLE 42
Classifications and Salary Groups

42.1 Classifications covered by this Agreement are as follows:

Group 1 — ENG Assistant Trainee, Operations Assistant, Receptionist, Production Assistant Trainee, Communications Services Representative.

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

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

Group 2.1 — Communication Services Coordinator

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

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

Group 4.1 — Electronic Graphics Operator, Graphic Artist, Promotions Writer/Producer, Junior Associate Producer/Floor Director.

Group 5 — ENG Editor, ENG Operator, Production Editor, Floor Director, Writer/researcher, Reporter, Senior Production Assistant.

Group 6 — Senior Video/Robotics Operator, Lighting Director, Senior VTR Operator, On-Air Co-ordinator (Equipment Operating and Supervisory Skills), Senior Master Control Operator, Senior Camera Operator, Senior ENG Operator, Senior Audio Operator, Senior Floor Director, Art Director (Senior Graphic Artist), Senior Electronics Graphics Operator, Senior ENG Editor, Senior Carpenter, Senior Production Editor, Maintenance Engineer, Senior Promotions Writer/Producer, Senior writer/researcher, Associate Producer, Photo-Journalist, Commercial Producer/Camera Operator.

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

Group 7 — Senior Maintenance Engineer, Senior Reporter, Senior Associate Producer, ENG Co-ordinator, Senior Photo-Journalist, Unit Coordinator.

Group 8 — Maintenance Engineer Coordinator.

42.3 Compensation

Contract year #1

September 1, 2003 – August 31, 2004

1. Effective the date of ratification, all employees shall receive a one percent (1%) signing bonus on **the** base salary of the employees on the payroll at the date of ratification.
- 1.2 Effective September 1, 2003, a **one** percent (1%) increase shall be added to all salary scales at all levels within the scales. Employees above the maximum shall receive a one percent (1%) salary increase calculated against the maximum **of** the employee's salary range.

Contract Year #2

September 1, 2004 – August 31, 2005

2. Effective September 1, 2004, a two and one-half percent (2½%) increase shall **be** added to all salary scales **at** all levels within the scales. Employees above the maximum shall receive a two and one-half percent (2½ %) salary increase calculated against the maximum of the employee's salary range.

Contract Year #3

September 1, 2005 – August 31, 2006

3. Effective September 1, 2005, a three percent (3%) increase shall be added to all salary scales at all levels within the scales. Employees above the maximum shall receive a three percent (3%) salary increase calculated against the maximum of the employee's salary range.

42.3 Salary Group Levels**SCHEDULE**

Group 1 ENG Assistant Trainee, Operations Assistant,
Receptionist, Production Assistant Trainee, Communication
Services Representative.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	2364	2424	2496
6 months	2456	2518	2593
1 year	2565	2630	2708
2 years	2680	2747	2829
3 years	2791	2860	2946
4 years	2902	2974	3064
5 years	3017	3092	3185

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

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	2609	2674	2754
6 months	2718	2786	2869
1 year	2826	2897	2984
2 years	2950	3024	3115
3 years	3071	3148	3243
4 years	3251	3332	3432
5 years	3378	3463	3567

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

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	2853	2925	3012
6 months	2976	3051	3142
1 year	3088	3165	3260
2 years	3221	3301	3400
3 years	3357	3441	3544
4 years	3596	3685	3796
5 years	3736	3829	3944

Group 2.1 Communication Services Coordinator

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	2869	2941	3029
6 months	3033	3109	3202
1 year	3148	3227	3324
2 years	3283	3365	3465
3 years	3421	3506	3612
4 years	3666	3758	3871
5 years	3810	3905	4022

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

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	2887	2959	3048
6 months	3094	3171	3266
1 year	3213	3293	3392
2 years	3349	3433	3536
3 years	3491	3578	3685
4 years	3742	3836	3951
5 years	3891	3988	4107

Group4 Video/Robotics Operator, Master Control Operator, Audio Operator, On Air Operator, Camera Operator, VTR Operator, Lighting Operator, Carpenter, Writer/researcher-Intermediate, Host/Promotions, Intermediate Reporter, Junior Associate Producer, Assignment Coordinator, General Technical Operator.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3214	3294	3393
6 months	3325	3408	3510
1 year	3441	3527	3633
2 years	3632	3723	3834
3 years	3784	3879	3995
4 years	4026	4127	4250
5 years	4186	4291	4420

Group 4.1 Electronic Graphics Operator, Graphic Artist, Promotions Writer/Producer, Junior Associate Producer/Floor Director.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3294	3376	3477
6 months	3409	3494	3599
1 year	3530	3618	3727
2 years	3724	3817	3931
3 years	3881	3978	4098
4 years	4129	4232	4359
5 years	4294	4401	4533

Group 5 ENG Editor, ENG Operator, Production Editor, Floor Director, Writer/researcher, Reporter, Senior Production Assistant.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3375	3460	3564
6 months	3494	3581	3688
1 year	3616	3706	3817
2 years	3815	3910	4027
3 years	3975	4075	4197
4 years	4229	4335	4465
5 years	4398	4507	4643

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

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3523	3611	3719
6 months	3642	3733	3845
1 year	3755	3849	3965
2 years	3945	4044	4165
3 years	4104	4206	4332
4 years	4371	4481	4615
5 years	4544	4658	4797

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

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3691	3783	3896
6 months	3820	3915	4033
1 year	3942	4041	4162
2 years	4170	4275	4403
3 years	4375	4485	4619
4 years	4747	4866	5012
5 years	4934	5057	5209

Group 7 Senior Maintenance Engineer, Senior Reporter, Senior Associate Producer, ENG Coordinator, Senior Photo-Journalist, Unit Coordinator.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	3858	3955	4073
6 months	3995	4094	4217
1 year	4129	4232	4359
2 years	4394	4503	4638
3 years	4645	4761	4904
4 years	5121	5249	5406
5 years	5323	5456	5619

Group 8 Maintenance Engineer Coordinator.

	<u>Sep 1/03</u>	<u>Sep 1/04</u>	<u>Sep 1/05</u>
Start	4194	4298	4427
6 months	4347	4456	4589
1 year	4503	4615	4754
2 years	4842	4963	5112
3 years	5186	5316	5475
4 years	5870	6017	6197
5 years	6101	6254	6442

ARTICLE 43

General Salary Provisions

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

43.2 Progression up the salary schedule within each salary group on an increment step shall automatically occur on the first complete pay period of the month nearest the employee's annual anniversary date of employment within the classification. Employees hired from the first to the fifteenth of the month shall receive increases effective the first day of the month and employees hired from the sixteenth to the last day of the month shall receive increases effective the first day of the next month unless otherwise specified.

43.3 Time Sheets and Pay Stubs

- (a) Each employee will complete a record of time as prescribed by the Company. Upon submission to the Company, the same will become a permanent part of the employee's records.
- (b) The Company will provide a breakdown of pay calculations on monthly pay stubs which will be provided to the employee. Such breakdown shall include overtime at rate earned, individual premiums, vacation pay, group benefits deductions, union dues and statutory deductions.
- (c) Where an employee's record of time is altered, he/she shall be advised in writing as to the alteration by his/her supervisor. It is the responsibility of the Company to calculate the employee's pay on the basis of accurate information supplied on the record of time.
- (d) In the event of any dispute arising regarding pay cheques or time records, the employee involved and the President of the Union shall have access to the employee's pay and time records upon reasonable notice to the Company.

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

shall ~~be~~ submitted within seven (7) calendar days following the completion of each two (2) week work period.

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

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

43.7 Employees shall ~~be~~ paid according to the wage schedule in Article 42.3 at a step of the salary group to which they are assigned with credit for years of service within the salary group and any credit for industry experience and educational qualifications recognized by the Company.

43.8 The right to re-classify an employee to a senior classification continues to ~~be~~ at the discretion of the Company.

ARTICLE 44

Duration of Agreement

44.1 This Agreement shall commence on September 1, 2003 and shall remain in force until the 31st of August, 2006 and from year to year thereafter, unless either party notifies the other party by registered mail, not less than thirty (30) calendar days or more than one hundred twenty (120) calendar days prior to the date of

expiry, or anniversary of such date, of its intent to modify the Agreement. If such notice is given as specified above, a meeting shall **be** held within twenty (20) calendar days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement has been reached or until requirements of Part I of the Canada Labour Code have been met.

In witness whereof the parties hereto have caused this agreement to be executed by their authorized representatives on *this* day of 2005.

Communications, Energy and
Paperworkers Union of Canada

CHUM Television Vancouver
Inc. / Citytv Vancouver

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

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

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

Communications, Energy and
Paperworkers Union of Canada

CHUM Television Vancouver
Inc. / Citytv Vancouver

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 claims experience, regarding bargaining unit employees.

Communications, Energy and
Paperworkers Union of Canada

CHUM Television Vancouver
Inc. / Citytv Vancouver

LETTER OF INTENT#3

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

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

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

Communications, Energy and
Paperworkers Union of Canada

CHUM Television Vancouver
Inc. / Citytv Vancouver

LETTER OF INTENT #4**Re: Training and Development**

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

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

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

Letter of Intent #4 - continued

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

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

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

Communications, Energy and
Paperworkers Union of Canada

CHUM Television Vancouver
Inc. / Citytv Vancouver

CHUM

LIMITED

NON-DISCRIMINATION/HARASSMENT POLICY

Revised October 12, 2004

PREAMBLE

It is CHUM's policy to provide an environment that is supportive of creativity, productivity, personal goals, dignity and self-esteem of every employee.

CHUM employees are entitled to a work environment that is free from all forms of discrimination based on the prohibited grounds as stated in the Canadian Human Rights Act. The prohibited grounds are: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

CHUM will make every reasonable effort to ensure that no employee is subject to discrimination, at or away from the workplace, while performing his/her employment responsibilities.

It is not the intention of this policy to inhibit freedom of speech or to interfere with normal and acceptable social relations.

DEFINITIONS

Discrimination is unfair treatment of individuals, especially on the basis of the prohibited grounds. It is a discriminatory practice to harass an individual on the basis of any of the prohibited grounds.

Harassment is any demeaning or offensive conduct or behaviour, and is defined **as** a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Sexual Harassment includes any unwelcome or objectionable sexual solicitations, advances or demands, or any comment, gesture or conduct of a sexual nature, which is known or ought to be known to be unwelcome.

A poisoned environment exists when comments or conduct related to the prohibited grounds create an offensive, intimidating or hostile situation which results in unequal treatment in one's surroundings. A person does not have to be a direct target to be affected by a poisoned environment.

WHAT HARASSMENT IS NOT

It is not harassment when a supervisor disciplines employees for poor performance or inappropriate behaviour.

It is not harassment when an individual feels they are **treated** differently strictly due to a personality conflict with their manager, as long as there is no incident involving humiliation, insults, intimidation or any other conduct that constitutes harassment listed below.

A poisoned environment is not based on only one person's personal views. There must be facts to show that most people would see the comments or conduct resulting in unequal or unfair terms and conditions.

WHAT CONSTITUTES HARASSMENT?

Harassment and discrimination may involve one incident, or a series of incidents. Conduct that constitutes harassment is when:

- a) such conduct humiliates, insults or intimidates any individual;
- b) such conduct interferes with an individual's job performance;
- c) submission to such conduct is reasonably perceived as a term or condition of employment (e.g. availability or continuation of work, promotional or training opportunities, etc.);
- d) submission to or rejection of such conduct is used to influence decisions on employment matters.

Harassment or discrimination can include, but is not limited to:

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes, or innuendos on the basis of any of the prohibited grounds; practical jokes which cause awkwardness or embarrassment;
- c) taunting about a person's body or attire; leering at a person's body or other gestures;
- d) unwelcome invitations or requests, whether indirect or explicit;
- e) condescension or paternalism which undermines others' self-respect;

- f) unnecessary physical contact such as touching, patting, pinching, punching;
- g) physical (sexual) assault.

RESPONSIBILITIES

All employees are expected to treat others with dignity and respect, and to discourage discrimination and harassment.

Any employee who believes he/she is the victim of discrimination or harassment is responsible to follow the procedures indicated in this policy to resolve the issue. All supervisors are responsible for ensuring that discrimination or harassment **does** not occur in their department, and for dealing with complaints immediately, confidentially, and fairly. **All** complaints are to **be** treated seriously. When a complaint has been filed, it is the supervisor's responsibility to ensure there is no retaliation or threat of retaliation by the alleged offender.

Human Resources managers are responsible for confidentially handling all lodged complaints.

HOW TO TELL IF HARASSMENT HAS OCCURRED

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour is unwelcome. Examples of questions that would indicate whether an activity is welcome or not, are:

- a) Would you want that employee acting the same way with your own loved one such as a spouse or child?

- b) Would that employee behave the same way if someone with whom they were in a relationship, was standing nearby?
- c) Was there an equal initiation and participation between the employees?

PROCEDURE

If discrimination or harassment occurs, the problem will not go away by itself. An employee should not assume that it has to be endured because of possible retaliation for reporting such conduct. An employee who believes that he/she has been discriminated against under the provisions of the Canadian Human Rights Act should follow these steps:

STEP 1: A simple conversation with the alleged offender may have the effect of eradicating the problem. Tell the individual directly that his/her behaviour is unwelcome and clearly describe the behaviour that you find unacceptable, and ask respectfully that the behaviour be stopped.

STEP 2: Make a record of the harassment or discriminatory practice: date, time, location, what happened, witnesses, and any action you took to stop the behaviour.

STEP 3: If the harassment or discriminatory practice continues despite your objections, lodge a complaint with your supervisor. If your supervisor is the subject of the concern, the situation should be discussed with the next higher authority at CHUM. Once an employee has reported harassment or discrimination to a supervisor, a local Human Resources manager should be consulted

immediately, or in the absence of a local Human Resources manager, contact a corporate Human Resources manager.

NO RETALIATION FOR LODGING A VALID COMPLAINT

The alleged offender or any other employee will not retaliate against the complainant for lodging a complaint in good faith. Retaliation is a discriminatory practice under the Canadian Human Rights Act.

Any actions of retaliation will result in disciplinary action up to and including termination of employment.

RESOLVING THE COMPLAINT

The assigned Human Resources manager will investigate every complaint immediately and will offer appropriate support to the complainant. The investigation will involve the assigned Human Resources manager interviewing the complainant, the alleged offender, witnesses of the event(s), and anyone else who has pertinent information.

The alleged offender will be made aware of the lodged complaint by the assigned Human Resources manager, and will be given an opportunity to respond.

All information gathered in the investigation will be documented, and held in strict confidence.

Names and/or the circumstances relating to the complaint will not be disclosed to any person, except where disclosure is necessary for

the purpose of investigating the complaint or initiating disciplinary measures.

If the harassment or discrimination is founded, the offender will **be** appropriately disciplined up to and including termination of employment. The action taken will be documented and placed in the offender's human resources file.

If the investigation reveals that the complaint is invalid and is a result of a genuine misunderstanding, no discipline will be applied, and furthermore, those individuals who were involved in the investigation will be advised that the complaint was unfounded. **All** documentation will be destroyed to protect the alleged offender's reputation.

If the complaint is found to be without merit and made in bath faith, all appropriate action will **be** taken against *the* complainant, and those individuals who were involved in the investigation will be advised that the complaint was unfounded. **All** documentation will be destroyed to protect the alleged offender's reputation.

106