

# **COLLECTIVE AGREEMENT**

**– between –**

**CFJC-TV, CKBZ-FM & CIFM-FM  
Divisions of  
Jim Pattison Broadcast Group LP**

**– and –**

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



**September 1, 2010 to August 31, 2013  
03966 (10)**

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## **PARTIES**

THIS AGREEMENT is made and entered into this 06<sup>th</sup> day of May, 2011.

BETWEEN:

**CFJC-TV, CKBZ-FM, CIFM-FM**

DIVISIONS OF Jim Pattison Broadcast Group LP  
at 460 Pemberton Terrace in Kamloops, B.C.

hereinafter referred to as "the Company"

PARTY OF THE FIRST PART

AND:

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

hereinafter referred to as "the Union"

PARTY OF THE SECOND PART

## **ARTICLE 1**

### **Intent**

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

It is also the purpose of this Agreement, in recognizing a common interest between the Company and the Union to provide for the efficient operation of the station with full regard for economy of operation and the maintenance of a high standard of work performance.

To these ends, this agreement is signed in good faith by the two parties.

## **ARTICLE 2**

### **Definition of Bargaining Unit**

**2.1** Whereas the Union was certified by the Canada Industrial Relations Board on April 17, 1979, and as amended thereafter,

**2.1.1** And whereas the Union and the Company have agreed to enter into a Collective Agreement containing terms and conditions of employment relative to the employees hereinafter referred to,

**2.1.2** Now this Agreement witnesseth that the parties hereto agree as follows:

**2.1.3** The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit defined:

"all employees of CFJC-TV, CKBZ-FM and CIFM-FM, divisions of Jim Pattison Broadcast Group LP, excluding sales persons, administrative assistant, TV program host (contract), talkback program host (contract), national sales coordinator, radio sales manager, TV sales manager, general sales manager, radio operations manager, TV operations manager, news director, manager human resources, chief engineer, controller, accountant, and president/general manager, and those above."

**2.2** Where a new job is established, the appropriate classification, wage rates, wage ranges and progression shall be negotiated and the applicable conditions of this agreement shall apply. If no agreement is reached on the wage rate and/or progression, the matter may be submitted to arbitration as per Article 24 of this Agreement. If a wage increase results, the same shall be retroactive to the date that the new job was created.



## **Article 3**

### **Employee**

**3.1** The term "employee" as used in this agreement shall mean any person, either male or female, employed in any classification included within the bargaining unit as defined in Article 2.1.3 of this Agreement (definition of bargaining unit). With regard to any future positions, there shall be discussions between the Company and the Union as to whether or not the job shall be included within the bargaining unit; if agreement is not reached, either party may refer the matter to the Canada Industrial Relations Board.

## **ARTICLE 4**

### **Employee Categories**

**4.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided.

**4.1.1** Full-time employees shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend such probationary period up to a total of six (6) months from the date of hiring by providing notice to the employee before the expiration of the first three (3) month period. A copy of such notice shall be forwarded to the Local Union President and the CEP Regional Representative.

During the probationary period, or any extended term thereof, the Company may release the employee at any time, with cause, and such release may be subject to the grievance procedure.

**4.1.2** Notwithstanding the provisions of Article 4.1.1 above, Producer/Directors, Supervisors (Traffic Supervisor, Radio Creative Director, TV Creative Director, Sports Director) and Assistant Managers/Directors shall be probationary employees for a period of six (6) months from their date of hiring. The Company may extend such probationary period up to a total of nine (9) months from the date of hiring by providing notice to the employee before the expiration of the first six (6) month period. A copy of such notice shall be forwarded to the Local Union President and the CEP Regional Representative. During the probationary period, or any extended term thereof, the Company may release the employee at any time with cause, and such release may be subject to the grievance procedure.

**4.2** Part-time employees may be hired within the job groups as contained in Article 25 provided that:

- (a) The total number of part-time employees who work in any week shall not exceed a maximum of ten (10) employees, or twenty (20) percent of the total number of full-time employees in the bargaining unit; whichever is the greater. Excluded from this calculation are part-time employees who are relieving as outlined in 4.2(b).

(b) Part-time employees shall be paid based on the wage rates for the job group to which they are assigned and such employees shall be paid for a minimum of four (4) hours per day. Part-time employees may work the standard work week, however, for purposes of relieving full-time employees who are off work due to the following reasons:

- (i) Vacation
- (ii) Leave of absence
- (iii) Maternity leave
- (iv) Sick leave
- (v) Union leave
- (vi) Training

(c) Part-time employees shall receive credit on the salary scale of the job group to which they are assigned for the total accumulated hours in the bargaining unit, calculated to the last completed month. The scheduling and penalty provisions of the Agreement shall apply [with a minimum tour of four (4) hours], as will all other provisions of this Agreement, unless otherwise stated. Seniority, pensions, medical (including sick benefits), group benefits, jury and witness, compassionate leave, and vacation provisions of this Agreement shall apply to regular part-time employees as defined in Article 4.2(j), and in accordance with the specific terms and conditions of the plans themselves.

- (d) Part-time employees will be paid vacation pay on their regular pay at 4% of their earnings. Part-time employees will be entitled to take vacations according to the provisions of Article 43.
- (e) Part-time employees who work on a holiday shall receive payment as required by Article 44.1.4 for hours worked.
- (f) Part-time employees who do not work on a holiday (excluding floating holiday) shall be paid 1/20 of the wages he/she has earned during the thirty calendar days immediately preceding the holiday.
- (g) Part-time employees who work seven (7) hours or more shall be entitled to meal breaks as contained within this Agreement.
- (h) Part-time employees who work in excess of five (5) days in any one work week are entitled to the provisions of Article 32 (Work on Days Off).
- (i) The parties recognize that circumstances do prevail which necessitate the hiring of part-time employees. The Company, however, will not hire part-time employees for the express purpose of avoiding the hiring or reducing the number of full-time employees.

- (j) A regular part-time employee shall be defined as one who is regularly scheduled on an ongoing basis to work twenty (20) or more hours per week.

A casual part-time employee shall be defined as one who works less than twenty (20) hours per week or is working more than twenty (20) hours per week for the purposes of relieving employees who are off work due to the following reasons:

- (i) Vacation
- (ii) Leave of absence
- (iii) Maternity leave
- (iv) Sick leave
- (v) Union leave
- (vi) Training

Should a casual part time employee replace an employee on long term disability, the position will be reclassified as full time upon the part time employee completing six (6) months continuous service. At that time the position will be posted as per the provisions of the Collective Agreement. Should the part time employee be successful in the posting process, the employee will have his/her hire date set at the beginning of the six (6) month period. There will be no waiting period for the benefits program and the probationary period will be considered to be successfully served.

**4.2.1** Part-time employees who are subsequently hired on permanent staff, without a break in service of more than ninety (90) calendar days shall be credited

for all purposes with total accumulated hours and seniority shall be calculated accordingly except for purposes of calculating the probationary period, which begins with the start of regular full-time work.

**4.3** A part-time employee working less than a standard work week will be scheduled to work the days required. Days not so scheduled will not be considered as scheduled days off.

**4.4** Regular part-time employees shall be probationary employees for a period of 1,040 hours worked from the commencement of their employment with the Company. These employees shall retain their part-time status upon completion of the probationary period described herein. There shall be no extension of this probationary period.

**4.5** When an aggregate number of part-time hours worked in any one job exceed's thirty-five (35) hours per week over any consecutive six (6) month period then the Company shall post a full-time position in that job, provided that the full-time position can eliminate the need for the part-time position(s). Hours worked due to the reasons in Article 4.2(b) are excluded from this calculation.

## **ARTICLE 5**

### **Management Rights**

**5.1** The Company shall be the sole judge of a performer's suitability for program requirements. Notwithstanding the foregoing, it is agreed that the Company must justify such decision on reasonable grounds should it deem an employee covered under this provision to be unsuitable.

**5.1.1** Performers include all those who appear or are heard on air as regular program hosts.

**5.1.2** Employees who are deemed unsuitable under the provisions of Article 5.1 may exercise their right to bump as per Article 20.2 or may forfeit their right to bump and accept a severance payment equal to ten (10) weeks pay plus an additional payment equal to three (3) weeks pay per year of service, to a maximum of fifty two (52) weeks, all inclusive.

**5.2** The Company shall continue to have full rights and discretion regarding the use and operation of the computer, and exercise full powers of limitation of access to said computer, consistent with previous practice.

**5.3** It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations, directly affecting the

general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

**5.4** The Union agrees that nothing contained in this Agreement shall be construed as a limitation of the Company's rights to manage its affairs exclusively and that except where specifically restricted, abridged or modified by this Agreement, the Company holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The Union acknowledges that it is the exclusive function of the Company to hire, transfer, reclassify and suspend employees; and also the right of the Company to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, discharged or suspended without just grounds may be the subject of a grievance.

**5.5** Provided further, and without limiting the generality of the foregoing, except where specifically restricted, abridged or modified by this Agreement, the Union recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces; the amount and type of supervision necessary; of machines and technical equipment; procedures and standards of operations; the content of programs; judgment and final evaluation of personnel qualifications; the right to decide on the number of employees needed by the



Company at any time; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plants; control over all operations, buildings, machinery, equipment and employees and its relationship with suppliers of material and/or services, is solely and exclusively the responsibility of the Company.

**5.6**The management rights of the Company as above set forth shall be exercised in all respects subject to this Agreement.

## **ARTICLE 6**

### **Union Security and Dues Check-off**

**6.1** For all bargaining unit employees, the Company agrees to deduct bi-weekly an amount equal to the uniform dues and/or assessments as levied by the Union during the term of this Agreement. The deductions are to be made based on the gross bi-weekly earnings of every employee in the bargaining unit, and for new employees hired into the bargaining unit. The present rate of deduction is equal to one and two-thirds per cent (1.666%) of gross bi-weekly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

**6.1.1** The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian funds. The Company shall remit such dues by the fifteenth (15th)

of the month following the month for which dues are deducted, and shall include with such remittance a statement on computer disk in WordPerfect format, 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 gross earnings;
- (d) the name of any employee who has left or joined the Company since the last dues remittance.

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

## **ARTICLE 7**

### **Non-Discrimination**

**7.1** The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage or encourage membership in the Union, or attempt to

encourage or discourage membership in another Union.

**7.2** The Union agrees that it will not discriminate against, coerce, restrain or influence any employee covered by this Agreement or attempt to do any of the foregoing because of his/her non-membership in the Union.

**7.3** The Company and the Union recognize that every individual has the right to a workplace that is free from sexual, racial or personal harassment. Any employee who believes that they are being subjected to harassment must advise a member of management. 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 24 of this Agreement. The Parties agree that the discharge of normal supervisory duties does not constitute personal harassment.

**7.4A** A member of the Bargaining Unit who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union or any employee in respect of actions of any such member

acting in a supervisory capacity in carrying on his/her duties for the Company.

## **ARTICLE 8**

### **Notification**

**8.1** The Company shall mail to the Regional Office of the Union and the local President of the Union one (1) copy of each of the following, within seven (7) calendar days, excluding Saturdays and Sundays and holidays:

- (a) notice of full-time or regular part-time postings, hire, dismissal, promotion, demotion or recall from lay-off of any employee in the bargaining unit.
- (b) notice of suspension or any other disciplinary action placed on an employee's file in the bargaining unit.
- (c) any notice pertaining to the agreed interpretation of this agreement.
- (d) the Company will furnish, upon request from the Union, two copies of seniority records and wage information for negotiating purposes.
- (e) the Company shall, when notifying a person of his/her hiring, provide in writing, the starting rate of pay, start date and the classification into which he/she is assigned. A copy of this notice

shall be sent to the Union in accordance with Article 8.1 of this collective agreement.

- (f) any notification to any employee required under the provisions of this collective agreement is understood to mean that the Company will notify the employee directly.

## **8.2 Waiver**

Subject to the terms of this Collective Agreement, the Company recognizes that no provisions of this Collective Agreement may be waived by the Local Union Officers or by bargaining unit members. The responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its regional office at Suite 540, 1199 West Pender Street, Vancouver, B.C.

Where the Company for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, they shall, as early as possible, request a waiver from the Union. Such request will provide all pertinent information to allow the Union to assess the situation. Within twenty-four (24) hours the Union will reply to the request, either granting the waiver or give the reasons for refusal.

## **ARTICLE 9**

### **Leave for Union Activities**

**9.1** Upon request by the Union, the Company will, where it is not disruptive to operations to do so,

release with pay, the grievor and up to two (2) employees named by the Union to attend grievance meetings with the Company and release three (3) employees with pay to attend negotiation meetings with the Company. A request for release from work under this subsection, indicating the reasons for the request shall be submitted in writing at least two (2) working days in advance.

**9.2** Efforts will be made to schedule grievance meetings without disrupting normal scheduling arrangements.

**9.3** Leave of absence without pay will be granted for a reasonable time, to one (1) employee who has been duly authorized to represent employees in order to attend Executive Council meetings, Labour Conventions and Congresses. It is further agreed that should operational requirements dictate, an alternate representative may be granted leave in lieu of or in addition to the original applicant. No two employees from the same functional group will be granted leave under this provision. A request for such leave, including the reasons and the time required, shall be submitted to the Department Manager, in writing, at least fifteen (15) days in advance.

## **ARTICLE 10**

### **Union Access to Premises**

**10.1** Where an accredited Union official wishes access to the Company's premises, or any of its operations, he/she shall request to do so to the Company not later than twenty-four (24) hours in advance. This time limit restriction may be waived in specific instances by an arrangement between the Union Representative and a Senior Representative of the Company. The notification shall indicate the reason for which access is requested.

**10.2** Where authorization is given pursuant to 10.1 herein, it shall only be given to carry out observations at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Company.

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

## **ARTICLE 11**

### **Union Activities and Responsibilities**

**11.1** The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Company without Company permission.

**11.2** When an employee is called to a meeting for the purpose of formal discipline, or when a meeting becomes a matter of formal discipline, the employee shall have the right to bring a union officer, shop steward or a member of the bargaining unit with him/her into such meeting provided one is reasonably available.

## **ARTICLE 12**

### **Non-Competition**

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

**12.2** For the purposes of this Article, "direct competition with the business interests of the Company" shall be defined as any activity for remuneration involving:

- (a) the preparation or transmission of material for broadcast, cable or satellite distribution to the stations' full coverage market area;
- (b) provision of material to any print medium which is distributed in the stations' full coverage market area and competes with the Company for advertising revenue;
- (c) sale or distribution of any analysis involving sales of radio and television commercial time;



- (d) the distribution of radio programming or conventional television programming via the internet.

**12.3** When engaging in outside activities, employees shall be subject to the following:

- (a) An employee shall not utilize, without prior written permission of the Company, any connection with the Company in the course of such activities.
- (b) Such activities shall not adversely affect the performance of the employee's duties for the Company.
- (c) Such activities shall not be conducted during hours for which the employee is receiving compensation from the Company.
- (d) An employee may provide talent services to outside agencies, excluding other Radio and Television Stations, providing specific prior written approval has been granted by the Company.

## **ARTICLE 13**

### **No Work Stoppage – No Lockout**

**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 slowdown or a strike, either a sit-down or stay-in, or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, of any of the Company's operations during the term of this Agreement. The Company will not cause, nor permit its employees to cause, engage in or permit a lockout of any of its employees within the bargaining unit during the term of this Agreement.

## **ARTICLE 14**

### **No Strike Breaking**

**14.1** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress.

**14.2** An employee covered by this Agreement shall have the right to refuse to cross a legal picket line and such refusal shall not be considered grounds for disciplinary action.

## **ARTICLE 15**

### **Union Use of Bulletin Boards**

**15.1** The Company agrees to the posting by the Union on a designated notice board at the various locations, announcements regarding Union meetings,

Union elections, Union social events and Union appointments. All other matters concerning labour affairs will require prior authorization by the Company and approval by the Union before posting.

**15.1.1** The Company agrees that no authorization shall be required for the posting of notices regarding: Union meetings, Union elections, Union election results, Union social events and Union appointments. The Union will provide copies of such notices prior to their posting.

**15.2** The notice board referred to in Article 15.1 above shall be furnished by the Company.

**15.3** The Company shall be furnished with a copy of all Union notices at the time of the Union's authorization request.

## **ARTICLE**

### **Seniority**

**16.1** Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service, except where the Collective Agreement provides otherwise.

## ARTICLE 17

### **Seniority After Interrupted Service**

**17.1** In the event an employee is laid off or is granted leave of absence, his/her company seniority upon return will be that which he/she had on the date of such lay-off or leave of absence.

**17.1.1** Leaves of absence shall be granted at the sole discretion of the Company, except as provided in Article 9 - Leave for Union Activities.

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

### **17.3 Loss of Seniority**

Seniority and employment shall be lost if an employee:

- (a) voluntarily leaves the employ of the Company, or,
- (b) is discharged for just cause, or,
- (c) after a lay-off fails for seventy-two (72) hours to report for work after being recalled personally or

by telephone or registered letter, or personal delivery, or,

- (d) has been out of employment by the Company beyond the period of recall rights earned under Article 21.

## **ARTICLE 18**

### **Promotions and Transfers**

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

**18.1.1** All internal applicants will be interviewed before any external applicants are considered.

**18.2** Any vacancy, including vacancies of a temporary nature contemplated to be longer than six (6) months in respect of a full-time or regular part-time job shall be posted for a minimum of five (5) days exclusive of Saturdays, Sundays or Paid Holidays prior to hiring outside or non-bargaining unit personnel for such vacancies or new positions. Nothing herein precludes the Company from staffing

the posted job on an interim basis, not exceeding two (2) months, until the vacancy is filled.

**18.2.1** A vacancy posting shall contain the general duties of the position, qualifications required, the work week - i.e. 37 1/2 - 40 hours, and salary range. The job requirements as determined by management must be relevant to the position.

**18.3** An employee promoted to fill a vacancy in a higher rated job shall be on probation in such job for a period of three (3) months. The Company may, with cause, at any time during this probationary period, return the employee to his/her former job with no loss of seniority. 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** Without his/her consent, no employee shall be transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

**18.5** When an employee is transferred into a higher pay classification, he/she shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in his/her former group, plus the amount necessary to place him/her on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of its upgrading.

**18.5.1** Full increment means the scale increase in pay that the employee would have next received had he/she remained in his/her former classification, or if he/she is at the top of his/her scale, the increase he/she last received in reaching the top rate.

**18.5.2** Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progressions shall automatically occur on the annual or semi-annual date of the acceleration implementation.

**18.6** Should an employee be reclassified to a job group which is lower than his/her current job group his/her wage rate will remain red-circled until such time as the increases in the lower group attain the level of his/her red-circled salary.

**18.6.1** The provision of 18.6 above does not apply to an employee who, having been promoted, fails to successfully complete his/her probationary period and is returned to his/her former job; to an employee who applies through the posting procedure and is appointed to a classification lower than his/her existing position, or to an employee who exercises his/her rights under Section 20.2- Lay-offs.

**18.7** No employee will be transferred or reclassified to a lower job classification in a group without just cause.

**18.8** When an employee is temporarily assigned to perform work in a higher rated classification for any period in excess of one (1) hour in a tour the following shall apply:

- (a) The employee shall receive an additional premium of one dollar and twenty five cents (\$1.25) for each hour so worked.
- (b) Where the employee is assigned to a job that is vacant and the duration of such assignment is in excess of three (3) months, the premium set out above shall be increased to two dollars and fifty cents (\$2.50) for each hour so worked.
- (c) The provisions of (a) and (b) above shall not be used for the purposes of reducing the number of employees in the classification to which such employee is being upgraded.

**18.8.1** When a newsperson performs the work of TV Evening News anchor, they will receive the upgrading above or an additional 10% of their salary for all hours worked, whichever is greater. This provision applies Monday through Friday for supper TV Evening News for those employees not in Group 5.

**18.8.2** A newsperson who performs the work of supper TV Evening News anchor on Saturday, Sunday or holidays, and who is below Group 4, shall receive upgrading as per Article 18.8.1.



**18.9** Should an employee be assigned additional duties on a permanent basis such that it results in a significant change in job content, the Parties agree to meet and negotiate an appropriate rate of pay. For the purpose of this clause, permanent basis means in excess of six (6) months. Where such negotiations fail to reach an agreement, either Party may refer the matter to arbitration in accordance with the provisions of Article 24.3, Step 4 of this Agreement.

## **ARTICLE 19**

### **Dismissals**

**19.1** Dismissal of an employee shall be for just cause and it is agreed that dismissal may be subject to the grievance procedure. Accrued vacation pay earned under this agreement will be paid upon dismissal.

**19.2** An employee, when resigning, will give the Company two (2) weeks' notice in writing.

**19.3** No employee shall be required to retire solely on account of age.

## **ARTICLE 20**

### **Lay-Offs**

**20.1** Where lay-offs are to be made, the Company will determine what jobs are to be left vacant or

abolished and the number of employees who are to be laid off. When lay-offs are to be made, such lay-offs shall proceed in inverse order of Company seniority within the job classifications affected.

## **20.2 Bumping Rights**

An employee to whom notice of lay-off has been given may apply his/her seniority to another job within the bargaining unit providing:

- (a) No employee is to be displaced by a more senior employee unless the latter possesses the occupational abilities and qualifications to perform the job as set by the Company, filled by the employee with less seniority.
- (b) Bumping rights must be exercised within five (5) **working** days of lay-off notice being received, by employees concerned.
- (c) Any employee subsequently bumped as a result of initial lay-off notice must exercise his/her bumping rights within two (2) working days of lay-off notice being received.

**20.2.1** Should an employee bump into a lower salary group in accordance with Article 20.2, his/her pay rate in effect at the time of the bump shall be frozen or "red-circled" until such time as the pay rate for the lower salary group catches up to the red-circled rate, after which such employee shall receive pay increases in accordance with the provisions of Article 26.

**20.3** The Company shall provide advance written notice of lay off to an affected employee and the Union, or pay in lieu of such notice, in accordance with the following:

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

Article 20.3 above shall not be applicable in those instances where an employee is laid off and is subsequently offered work of short duration and upon completion of such, is laid off again. The Company will advise the Union in the same manner as the employee is notified.

**20.4** The Company agrees that it will not schedule overtime in an attempt to bring about or extend lay-offs.

**20.5** While an employee is laid off the Company will continue both the employee's and its own portion of the payment for premiums for medical services plan

of B.C., dental, extended health and group insurance benefits at the employee's request for the period of lay-off up to a maximum of:

- (a) three (3) months for employees with less than five (5) years completed service;
- (b) six (6) months for employees with five (5) or more years completed service;
- (c) or until the employee is eligible for benefits elsewhere, whichever occurs first.

**20.6** A laid off employee who has completed his/her probationary period may, at any time prior to the expiry of the employee's recall period, opt to receive severance pay in an amount equal to three (3) weeks' pay per year of service, or portion thereof, with a minimum payment of four (4) weeks and a maximum payment of sixty six (66) weeks. Where an employee accepts severance pay he/she shall be deemed to be terminated and shall forfeit all seniority and other rights under this Agreement.

## **ARTICLE 21**

### **Recall**

**21.1** In the event an employee who has completed his/her probationary period is laid off the Company agrees where a vacancy occurs to recall such employees as per Article 21.1.1.

**21.1.1** Such employee(s) shall retain his/her seniority and recall rights as follows:

Completion of Probationary Period and Less Than One (1) Year Seniority	6 Months
One (1) Year to Less Than Ten (10) Years Seniority	12 Months
Ten (10) Years or More Seniority	18 Months

Seniority for the purposes of this section shall be that which he/she held on the effective date of such layoff.

**21.2** The Company's responsibility will be considered fulfilled if the Company gives notice of recall either by personal contact, by telephone, or personal delivery to the employee's last known address or by registered mail to the said address. The employee must notify the Company of his/her intentions within forty-eight (48) hours of receipt of such telephone call or letter.

**21.3** Where former employees are recalled pursuant to Article 21.1 herein, the recall shall be by seniority providing the employee possesses the occupational abilities and qualifications to perform the job as set by the Company.

**21.4** Laid off employees may refuse recall to part-time work and shall suffer no loss of rights.

## ARTICLE 22

### Expressions of Dissatisfaction

**22.1** An employee shall be notified in writing of any written expression of dissatisfaction concerning his/her work within a period of ten (10) days of the expression of dissatisfaction becoming known to his/her department supervisor. The employee shall be furnished with a copy of any such expression which may be "detrimental" to his/her advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of his/her record for use against him/her at any time.

**22.1.1** The employee shall sign the expression of dissatisfaction acknowledging receipt. Such signature shall not be considered as concurring with the contents.

**22.2** The employee's reply to such complaint or accusation if received within ten (10) working days after he/she has been given the notice referred to above, shall become part of his/her record. If such reply is not so received, it will not become part of his/her record for use by him/her at any time.

**22.3** An employee shall have access to his/her personal performance file in the presence of his/her non-bargaining unit manager during office hours, at a mutually agreeable time.

**22.4** The foregoing time limits are exclusive of absences with leave, including vacation, or out-of-town assignments.

## **ARTICLE 23**

### **Jurisdiction and Technological Change**

**23.1** The Company agrees to continue the present practice of assigning duties relating to administration, preparation, staging, audition, rehearsal, recording and/or broadcast of the Company's television and radio programs, install, set up, assemble, dismantle, remove, modify and maintain all equipment used, owned, rented, leased and/or obtained by the Company; or any equipment obtained in the future to replace or supplement such equipment to employees as defined in Article 2 and 25 of this Agreement.

**23.1.1** The Company agrees that it will not transfer, assign, contract or subcontract any work or functions covered by this agreement to which employees are entitled under the terms of this agreement to any other person(s) or to any other Company or its employees, unless specifically allowed under provisions of this Collective Agreement.

**23.2** The Company agrees not to assign to persons outside the bargaining unit duties performed by members of the bargaining unit, but it is agreed that the following work practices by persons outside the bargaining unit as defined in Article 2.1.3 are

recognized by the Union and the Company, and there shall be no requirement to alter such practices.

- (a) Outside contractors retained by the Company for specific installation and modification of equipment.
- (b) The Chief Engineer may perform maintenance and installation functions and operating work.
- (c) The News Director may perform duties of a News or Sports Reporter/Announcer, ENG Editor, and all other news, sports, and public affairs duties in the execution of his/her normal job function.
- (d) The Radio and Television Station Managers and Operations Managers/Program Directors may perform on-air or production functions, or operation and production functions.
- (e) For the purpose of news coverage, the Union agrees that the Company shall not be restricted in any way in the use of freelance reporters. Nothing in this Article shall preclude the Company from using such services as Broadcast News and/or any accredited or affiliated news or network service or any voice reports or news or sports material supplied by outside sources.
- (f) The Union agrees that the employer may use advertising copy and material prepared and/or



performed by persons or firms outside the bargaining unit.

(g) All computer functions.

**23.3** It is agreed by the parties that subsections (a), (b), (c), (d), (e), (f), and (g) represent a clear understanding of duties performed by certain non-bargaining unit employees. It is agreed further that other duties may from time to time be performed by these non-bargaining unit employees. The parties recognize that further expansion of duties may be subject to the grievance procedure in this contract if either party feels the intent of this Article is being abused.

**23.3.1** The Company agrees it will not use the provisions of Article 23.2 where such action results in, or contributes to, a reduction in hours of work; a layoff; failure to recall a laid off employee; or failure to fill a bargaining unit position.

**23.3.2** Displacing as used in this agreement means a lay-off, dismissal or termination.

**23.3.3** Notwithstanding the provisions of Article 23.2, the parties agree that each non-bargaining unit employee will not perform more than an average of three (3) hours of bargaining unit work per day, over any six (6) month period. i.e. (May 1 to October 31, November 1 to April 30).

## **23.4 Technological Change**

"Technological change" means the introduction of equipment different in nature, type or quantity from the previously utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on his operations and any change in work methods and operations affecting one or more employees.

**23.4.1** At least six (6) months prior to the introduction of technological change, which may result in the retraining, reassignment and/or relocation of an employee, or the layoff of any employee, the Company shall notify the Union, in writing, and discuss such changes thoroughly with the Union with a view to avoiding or minimizing its adverse effects. To this end, the parties will determine at this time the appropriate alternatives available for the employee(s) affected through retraining, relocation, and/or re-assignment within the bargaining unit.

**23.4.2** If an employee accepts retraining, relocation and/or reassignment as a result of technological change, to a position different from the one occupied immediately prior to the retraining, transfer and/or re-assignment, the employee will be given such time and training as reasonably required, but in any event not less than three (3) months, to acquire the necessary skills to retain their employment.

**23.4.3** The posting requirements of Article 18.2 shall not apply where employees are retrained, re-assigned and/or re-located as provided in Article 23.4.2.

**23.4.4** If an employee refuses an offer to be re-assigned, re-trained and/or re-located, he/she may be subject to the provisions of Article 20, (Lay-offs).

**23.4.5** An employee accepting re-assignment, retraining and/or relocation as a result of technological change shall receive the greater of the rate for the new job or their existing rate (red-circled).

**23.4.6** An employee who does not receive the four (4) months notice referred to in Article 23.4.1 above and is subsequently laid off as a result of technological change, shall receive up to four (4) months pay in lieu of such notice and benefits as referred to in Article 20.5.

**23.4.7** It is understood between the Parties, that any bargaining unit employee displaced by programming originating from a satellite or network feed or expansion in the use of existing automation capability, shall be considered displaced because of a change in technology. In such case, the notice provisions contained in Article 23.4.1 shall apply to each displacement. This shall not stand as the only description of a change in technology.

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

### **23.5 New Equipment Training**

For the purpose of this Agreement, "training" means any theoretical and/or practical training determined by the Company with a view to enabling the employees to perform effectively a function, a duty or a set of functions and duties.

The training provided for in this Article shall be given during hours of work.

The employee and Company may mutually agree to training periods outside of working hours on occasions when training is not available during hours of work. Employees choosing not to participate will not be penalized for non-participation.

Nothing in this Agreement would preclude an employee from seeking additional training on his/her own time to better understand and familiarize themselves to perform their functions and duties effectively.

## **ARTICLE 24**

### **Grievance Procedure**

#### **24.1 Definition of Grievance**

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

**24.2** It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

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

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the employee's manager (or in his absence the Manager, Human Resources or in his absence any other management authority), and the Union Office within ten (10) working days of the arising of such grievance.

Step 2: The grievance shall be discussed with the employee's manager and or his/her designee and the local Grievance Committee consisting of not more than two (2) members plus the grievor. Such discussions will deal with the grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within ten (10)

working days of the request by either party for a meeting.

Step 3: If the grievance is not settled within ten (10) working days after the meeting described in Step 2, the matter shall be discussed between the Manager, Human Resources or his designee and the National's Representative for further discussion and consideration. The 3rd Step meeting shall take place within thirty (30) days of the request by either party for a meeting.

Step 4: In the event that the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 3, submit the grievance to binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator.

The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without the express consent of both parties. The person selected/appointed in accordance with the above must agree prior to his/her appointment to render an award within thirty (30) days from the date of the last day of the hearing.

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

**24.6** Time Limits

Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, Paid Holidays and Vacations and may be extended by mutual agreement.

**24.7** In dismissals and matters of general concern where time is of the essence the grievance may be discussed at Step 3 by mutual agreement between the representatives of the Company and the Union, and if not satisfactorily settled either party may refer the matter to arbitration as provided in Step 4 of this Article.

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

## ARTICLE 25

### Jobs and Groups

**25.1** The term "job" as used in the Agreement means a specific assignment of work. More than one (1) employee may be employed in the same job.

**25.2** The term "group" as used in the Agreement means a number of jobs grouped together, and to which a common wage or salary scale is applicable.

**25.3** The following are the jobs and groups to which this agreement applies:

GROUP 1: Shipper/Steno; Announcer All-Night; Clerk Sales I.

GROUP 2: Accounting Personnel I; Announcer Evening/Weekend I; Traffic/Computer I; TV Operator; Studio Cameraperson; Clerk Sales II; TV Program Assistant; Switchboard-Receptionist.

GROUP 3: Studio Camera/Co-ordinator; Announcer Evening/ Weekend II; Accounting Personnel II; Traffic/Computer II; Maintenance Technician I; Newsperson I; Sportsperson I; ENG/Editor I; Radio Creative Writer/Producer; TV Creative Writer/Producer; TV Operator/Production Switcher I; Production Assistant; EFP Cameraperson I; TV Promotions Director; Radio Promotions Director; ENG/EFP.



GROUP 3A: Photojournalist Trainee.

GROUP 4: Maintenance Technician II; Newscperson II; Announcer-Day; Announcer-Music Director; Traffic/Computer Supervisor; TV Operator/Production Switcher II; Producer/Director; Radio Creative Director; TV Creative Director; Sportsperson II; EFP Cameraperson II; TV Host/Producer; ENG/Editor II, Photojournalist, Production Editor; Studio Coordinator/Production.

GROUP 5: Sports Director; Maintenance Technician III; Newscperson III; Assistant TV Operations Manager; Assistant Radio Operations Managers; Assistant News Director.

GROUP 6: Assistant Chief Engineer.

**25.3.1** Employees who are designated as I's or II's shall progress to the next higher designation at the appropriate time as determined by the Company. Where an employee considers they have not been moved to the next higher designation within a timely manner, the Employer and a Union representative will meet with the employee to review their situation with the intent to rectify the concern and where necessary develop a process to address any deficiencies.

**25.4** The Company may from time to time alter and/or combine job functions but the Company

agrees it shall not alter and/or combine a job function for the sole purpose of removing it from the bargaining unit.

**25.5** Nothing in this Agreement precludes the Company and an employee from continuing with the existing practice of employees performing work outside, and in addition to their regular duties for the Company, where the compensation and conditions of such work are mutually agreed by the employee and the Company. This arrangement shall not be used for the purpose of displacing regular full-time employees.

**25.6** Those employees who as a result of the negotiation of this collective agreement have been reclassified upward shall receive the appropriate general increase on their previous scale, then be placed on the same or next higher salary in the new classification (group).

**25.7** It is agreed that an employee who has less than one (1) year of industry experience in the job function of photojournalist may be hired as Photojournalist Trainee and assigned to Salary Group 3A. Such employee shall be reclassified as a Photojournalist in Salary Group 4 upon completion of one (1) year of combined industry experience and Company service in the job.

## ARTICLE 26

### Salary Scales

**26.1** All job groups and scales as set out in Article 25.3 shall be increased as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
September 1, 2010	1%
September 1, 2011	1.25%
March 1, 2012	1.25%
September 1, 2012	1.5%
March 1, 2013	1.5%

Only employees employed by the Company as of the date of the execution of this Agreement shall be eligible for retroactive payment.

**26.2** The following bi-weekly rates are minimum for a 37.5 hour week:

GROUP 1: Shipper/Steno; Clerk Sales I.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1120	1134	1148	1165	1182
6 mos	1163	1177	1191	1209	1227
1 yr	1214	1229	1244	1263	1282
2 yrs	1260	1276	1292	1311	1331
3 yrs	1311	1327	1343	1364	1384
4 yrs	1360	1377	1394	1415	1436
5 yrs	1413	1430	1448	1470	1492

GROUP 2: Accounting Personnel I; Traffic/Computer I; Clerk Sales II; TV Program Assistant; Switchboard-Receptionist.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1226	1241	1256	1275	1294
6 mos	1278	1293	1309	1329	1349
1 yr	1328	1344	1361	1381	1402
2 yrs	1372	1388	1406	1427	1448
3 yrs	1431	1449	1467	1489	1511
4 yrs	1485	1503	1522	1544	1568
5 yrs	1541	1560	1580	1603	1627

**GROUP 3:** Accounting Personnel II; Traffic/Computer II; Radio Creative Writer/Producer; TV Creative Writer/Producer; TV Promotions Director; Radio Promotions Director.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1353	1370	1387	1408	1429
6 mos	1408	1425	1443	1465	1486
1 yr	1466	1483	1502	1524	1547
2 yrs	1524	1543	1562	1585	1609
3 yrs	1585	1604	1624	1648	1673
4 yrs	1646	1666	1687	1713	1738
5 yrs	1714	1735	1757	1783	1810
6 yrs	1776	1799	1822	1849	1877

**GROUP 4:** Traffic/Computer Supervisor; Radio Creative Director; TV Creative Director.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1582	1601	1621	1645	1670
6 mos	1648	1668	1689	1715	1740
1 yr	1714	1735	1757	1783	1810
2 yrs	1778	1799	1822	1849	1877
3 yrs	1851	1874	1897	1926	1955
4 yrs	1920	1944	1968	1997	2027
5 yrs	1994	2018	2043	2074	2105
6 yrs	2071	2096	2122	2154	2186

**26.3** The following bi-weekly rates are for a 40 hour week:

GROUP 1: Announcer All-Night.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1182	1196	1211	1229	1248
6 mos	1237	1252	1268	1287	1306
1 yr	1280	1295	1311	1331	1351
2 yrs	1332	1348	1365	1386	1406
3 yrs	1388	1405	1422	1443	1465
4 yrs	1442	1460	1478	1500	1523
5 yrs	1499	1517	1536	1559	1582

GROUP 2: Announcer Evening/Weekend I; TV Operator; Studio Cameraperson.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1300	1316	1332	1352	1372
6 mos	1352	1369	1386	1407	1428
1 yr	1405	1422	1440	1461	1483
2 yrs	1459	1477	1496	1518	1541
3 yrs	1513	1531	1551	1574	1597
4 yrs	1570	1589	1609	1633	1657
5 yrs	1636	1656	1677	1702	1728

GROUP 3: Studio Camera/Co-ordinator; Announcer Evening/Weekend II; Maintenance Technician I; Newsperson I; Sportsperson I; ENG/Editor I; TV Operator/Production Switcher I; Production Assistant; ENG/EFP, EFP Cameraperson I.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1434	1452	1470	1492	1514
6 mos	1491	1509	1528	1551	1574
1 yr	1550	1569	1589	1613	1637
2 yrs	1610	1630	1650	1675	1700
3 yrs	1678	1698	1719	1745	1771
4 yrs	1743	1765	1787	1813	1841
5 yrs	1811	1833	1856	1884	1912
6 yrs	1879	1902	1925	1954	1984

GROUP 3A: Photojournalist Trainee.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1550	1569	1589	1613	1637
6 mos	1610	1630	1650	1675	1700

GROUP 4: Maintenance Technician II; Newsperson II; Announcer-Day; Announcer-Music Director; TV Operator/Production Switcher II; Producer/Director; Sportsperson II; TV Host/Producer; ENG/Editor II, Photojournalist, Production Editor; EFP Cameraperson II; Studio Coordinator/Production.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	1678	1698	1719	1745	1771
6 mos	1745	1767	1789	1816	1843
1 yr	1811	1833	1856	1884	1912
2 yrs	1879	1902	1925	1954	1984
3 yrs	1956	1980	2005	2035	2066
4 yrs	2036	2061	2087	2118	2150
5 yrs	2111	2137	2164	2196	2229
6 yrs	2195	2222	2249	2283	2317

GROUP 5: Sports Director; Maintenance Technician III; Newsperson III; Assistant TV Operations Manager; Assistant Radio Operations Managers; Assistant News Director.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	2076	2101	2127	2159	2192
6 mos	2157	2184	2211	2244	2278
1 yr	2243	2271	2299	2334	2369
2 yrs	2333	2362	2391	2427	2464
3 yrs	2421	2451	2481	2519	2556
4 yrs	2519	2550	2582	2621	2660
5 yrs	2625	2657	2691	2731	2772
6 yrs	2721	2754	2788	2830	2873



GROUP 6: Assistant Chief Engineer.

	<u>Sep1/10</u>	<u>Sep1/11</u>	<u>Mar1/12</u>	<u>Sep1/12</u>	<u>Mar1/13</u>
Start	2243	2271	2299	2334	2369
6 mos	2333	2362	2391	2427	2464
1 yr	2421	2451	2481	2519	2556
2 yrs	2519	2550	2582	2621	2660
3 yrs	2625	2657	2691	2731	2772
4 yrs	2721	2754	2789	2831	2873
5 yrs	2829	2864	2900	2943	2987
6 yrs	2943	2979	3017	3062	3108

**ARTICLE 27**

**General Wage Provisions**

**27.1** Progression up the salary schedule within each salary group on an increment step shall automatically occur on the employee's semi-annual or annual anniversary date of employment with the Company.

**27.2** The parties recognize that certain employees may be receiving salaries higher than those specified in Article 26 (Salary Scales). It is agreed that no employee shall suffer a loss of income as a result of the wage scales herein negotiated.

**27.3** For the purpose of computing an employee's hourly rate, his/her bi-weekly salary shall be divided

by 80 for Operational Staff and 75 for Office Staff.  
(See Article 28 - Work Week).

**27.4** Regular wages shall be paid on every second Friday for the two (2) week period ending on the previous Sunday. Payment for overtime work shall be made not later than the second pay date following the pay period during which such overtime has occurred and has been submitted and approved.

**27.5** Each employee shall complete a weekly time sheet as prescribed by the Company by 12 noon Monday, or the day following in the event Monday is a holiday. This time sheet shall be signed by the employee and placed in a designated area for verification by the employee's immediate supervisor. Failure to provide a weekly time sheet by 12 noon Monday will result in delay of payment of overtime hours and all other premiums until the next pay period following receipt of approved time sheet. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the time sheets. The Company will provide a break-down of the pay calculations and such break-down will be recorded on the employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or time sheets, the employee involved shall have access to the employee pay records upon reasonable notice to the Company.

**27.5.1** Time sheets shall not be altered so as to reduce the employee's pay claim without the Company first informing the employee of the reason.

Any such alteration shall be circled by the manager and initialled. The employee shall initial such alteration as well, but this is not necessarily to be construed as his/her agreement with the change. When an employee is unavailable due to vacation or illness, he/she shall be presented with a copy of the changed and initialled time sheet upon his/her return.

**27.5.2** Employees shall have the right to grieve any change to their time sheets.

**27.5.3** Employees shall have the right to photocopy their time sheets.

## **ARTICLE 28**

### **Work Week**

**28.1** Unless otherwise mutually agreed by the employee(s), the Company and the Union, the forty (40) hour work week (Operational Staff) shall obtain and shall commence at 12:01 a.m. Monday, except the following jobs which shall be thirty-seven and one half (37 1/2) hours per work week (Office Staff):

Traffic/Computer, Switchboard/Receptionist, Shipper/Steno, Promotion Director, Radio Creative Writer/Producer, TV Creative Writer/Producer, Radio Creative Director, TV Creative Director, Traffic/Computer Supervisor, Accounting Personnel, Clerk-Sales (TV and Radio), Receptionist/Secretary, Writer/Announcer.

## **ARTICLE 29**

### **Tour of Duty**

**29.1** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day. Calculated to the last quarter (1/4) hour in which the work was performed; provided that if it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

**29.2** Split shifts may only be assigned with the mutual agreement of the employee and the Company. Split shifts will not be unreasonably requested, and it is agreed no employee(s) will be penalized for refusing any such request.

## **ARTICLE 30**

### **Excessive Hours and Safety**

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

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

**30.3** Where dangerous or hazardous work conditions are involved, all reasonable safety and

precautionary measures shall be taken. No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he/she has reasonable grounds to believe that it would be unsafe or injurious to his/her health to do so, or where it would be contrary to the applicable federal, provincial or municipal regulations or legislation.

**30.3.1** Employees may, before performing potentially hazardous duties, request assistance of another employee. The Company will not deny any reasonable request. On assignment involving climbing (towers and poles) on remote locations a minimum of two employees shall be assigned.

**30.4** The Company agrees to supply protective safety clothing, safety footwear and/or safety devices for employees on assignments (eg. remotes, towers) where conditions require their use and to supply other special attire where required by the Company. It is understood that such safety apparel and/or safety devices and special attire will remain the property of the Company and shall be returned in good condition on demand.

**30.5** Where transportation is provided to employees by the Company, the appropriate safety standards shall be observed.

## ARTICLE 31

### Days Off

**31.1** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Article 31.4 (below) there shall be eighty-four (84) hours between the end of the last tour and the beginning of the next tour. When an employee is moved or transferred from one shift to another shift, the twelve (12) hour turn-around period shall not be included for the purpose of defining the scheduled days off.

**31.2** A day off is defined as twenty-four (24) hours plus the turn-around period. Days off in lieu shall be scheduled at a mutually agreeable time.

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

**31.3.1** There shall be two (2) consecutive days off. These two days off may be in separate work weeks, i.e., Sunday and Monday.

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

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

**31.5.1** It is desirable to have a rotating shift pattern for TV Operator/Production Switchers, however, due to the experience necessary to perform the work, it may not be possible to rotate these employees evenly. No TV Operator/Production Switcher will, however, be required to work more than seven (7) consecutive weekends.

**31.5.2** Persons hired to fill positions which include weekend shifts or programs are excluded from Article 31.5 above.

## **ARTICLE 32**

### **Work on Days Off**

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

**32.1.1** If work is performed or credited on one (1) day off in a week, time and one-half (1½) for all hours worked with a minimum credit of four (4) hours.

**32.1.2** If work is performed or credited on consecutive days off, time and one-half (1½) basic for the first day worked and double (2) time for the other day off worked in that sequence with a minimum credit of four (4) hours.

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

**32.1.4** If work is performed or credited on consecutive days off, double (2) times basic for the first (1st) day for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked; and two and one-half (2½) times basic for any other day worked in that sequence for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked.

**32.2** When the hours worked or credited on any day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at two and one-half (2½) times basic for all hours worked.

**32.3** The provisions of Article 35 (Overtime) of this Agreement shall not apply to work on (a) day(s) off.

**32.4** With respect to Article 32, where there is mutual agreement between the employee and the Company, the employee shall be permitted to add one day to his annual leave or be given one day off



with pay at a mutually agreeable time, and this shall result in the reduction of eight (8) hours times the basic rate only from the payment earned under any of the preceding sub-articles. The employee shall indicate this option on his/her weekly time sheet for such a holiday.

## **ARTICLE 33**

### **Meal Provisions**

**33.1** To all tours of duty of seven (7) hours or more a first meal period of sixty minutes shall be scheduled beginning not earlier than the start of the third hour of the tour and ending not later than the end of the sixth hour of such tour.

**33.2** Notwithstanding Article 33.1, maintenance technicians, announcers, newsmen, TV operators, TV Operator/ Production Switchers and/or others whose tour of duty does not include a scheduled meal period, shall continue the present practice of receiving inclusive meal breaks in lieu of the first meal period (i.e. eat on the job). It is understood that meals may be eaten at any convenient time during his/her tour of duty. Such employees will continue to be allowed to eat at any reasonable location in the building, operational requirements permitting, but are not allowed to leave the building during inclusive meal breaks.

**33.2.1** Employees whose tour of duty is seven (7) or seven and one half (7½) hours shall receive an

extra one half ( $\frac{1}{2}$ ) hour pay at his/her basic hourly rate, in lieu of a scheduled meal break.

**33.2.2** Employees whose tour of duty is eight (8) hours shall be paid one half ( $\frac{1}{2}$ ) hour at one and one half ( $1\frac{1}{2}$ ) times his/her basic hourly rate, in lieu of a scheduled meal break, in addition to their regular eight (8) hours pay.

**33.2.3** In addition, where inclusive meal breaks cannot be taken due to operational requirements, such affected employees shall be entitled to claim a maximum of one (1) hour meal displacement, that is one-half ( $\frac{1}{2}$ ) hour at his/her basic hourly rate.

**33.2.4** Article 33.7 does not apply to inclusive meal breaks received in accordance with Article 33.2.

**33.3** A second meal period of not less than thirty (30) minutes shall be scheduled in tours of duty of ten (10) hours or more. This second meal period shall be scheduled within the fourth, fifth or sixth hour after the completion of the first meal period, as defined in Article 33.1, or in the case of inclusive meal in accordance with Article 33.2 within the tenth, eleventh or twelfth hour of his/her tour.

**33.4** A subsequent meal period of not less than thirty (30) minutes will be scheduled within the third (3rd), fourth (4th) or fifth (5th) hour after the completion of a prior meal period.

**33.5** In the event that the second and/or subsequent meal is not assigned or taken, thirty (30) minutes shall be added to the end of the shift as time worked for each missed meal.

**33.6** The sixty (60) minute meal period referred to in Article 33.1 above may be reduced by mutual agreement between an employee and his/her department manager, provided this does not result in the employee working more than eight (8) hours at the basic rate of pay.

**33.7** When an employee is not given a meal period within the time limits required by this Article, he/she shall receive, in addition to his/her regular salary, compensation in the amount equal to one-half ( $\frac{1}{2}$ ) his/her basic hourly rate for each hour or part thereof worked with a minimum credit of one (1) hour until the meal period is actually received. This compensation is to be computed from the hour in which the meal period was assigned and extend to the start of the meal period given.

**33.7.1** For the purpose of calculating meal encroachment regarding second and subsequent meal periods, employees who receive inclusive first meal breaks (Article 33.2) shall be considered to have received their first meal period during the sixth (6th) hour of their tour of duty.

**33.7.2** In the event that meal encroachment is fifteen (15) minutes or less, no penalty shall apply.

## **ARTICLE 34**

### **Rest Periods**

**34.1** All office-staff employees shall be entitled to two (2) fifteen (15) minute rest periods during each shift. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

**34.1.1** Operational staff shall be entitled to two (2) fifteen minute rest periods during each shift if time and operational requirements permit as determined by the Company. Rest periods shall not be deducted from hours of work.

**34.1.2** The Company shall continue the past practice of permitting all employees to consume food and refreshments in their work area.

## **ARTICLE 35**

### **Overtime**

**35.1** Employees may refuse to work overtime, however, if all qualified employees in the job classification refuse to work the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of Company seniority within the functional group. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime, except

in an emergency.

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

**35.2** When an employee works overtime, except for overtime where provision is made for the payment thereof elsewhere in this Agreement, the employee shall be compensated as follows:

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

- (a) For the first four (4) hours of overtime work, time and one-half (1½) the employee's basic hourly rate.
- (b) For all overtime hours worked in excess of the first four (4) hours of overtime work, double (2) times the employee's basic hourly rate.

**35.3** All overtime in order to qualify for overtime compensation must be authorized or approved by the appropriate supervisor or department manager.

## **ARTICLE 36**

### **Call-Back**

**36.1** Call-back is defined as time credited or worked by an employee who, having completed his/her tour of duty and having left his/her place of work, is called

back to perform further work. Where a call-back extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

**36.2** An employee called back to work shall be paid one and one-half (1½) times his/her basic hourly rate for work performed on call-back, with a minimum credit of three (3) hours. If work performed on call-back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at double (2) times the basic hourly rate.

**36.3** An employee called back to work shall be paid for one-half (½) hour of travel time at one and one-half (1½) times his/her regular hourly rate.

## **ARTICLE 37**

### **Turn-Around**

**37.1** A turn-around period is a period of twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.

**37.2** To the extent that time worked by an employee encroaches on a turn-around period, as referred to in Article 37.1 above, the start time of his/her next tour of duty may by mutual agreement between the employee and his/her department manager be adjusted to the extent of the encroachment. In such

cases, the posting requirements of Article 39 shall not apply.

**37.3** Where the scheduled start time of the employee's next tour of duty is not adjusted pursuant to Article 37.2 above, he/she shall be compensated as follows (in addition to his/her basic hourly rate) for each hour of such encroachment:

**37.3.1** Up to six (6) hours of encroachment, one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate for each hour of such encroachment.

**37.3.2** More than six (6) hours and up to twelve (12) hours of encroachment, one (1) times the employee's basic hourly rate for each hour of such encroachment.

**37.4** When an employee is released from duty prior to the completion of the employee's tour of duty or any work assignment, any encroachment on the turn-around period will be computed from the time of release from duty.

**37.5** No payments shall be made for the following encroachments:

**37.5.1** On a shift where an employee is released from duty to attend negotiations or grievance meetings with management.

**37.5.2** On a swing-in shift where employees are on a regular rotating shift pattern, in conjunction with an employee's regular scheduled days off.

**37.5.3** Where mutual agreement has been made between the employee and his/her supervisor.

## **ARTICLE 38**

### **Night Differential**

**38.1** When an employee works between 0000 hours (12:00 midnight) and 0600 hours (6:00 a.m.) all hours so worked shall be compensated for at an additional one dollar and fifty cents (\$1.50) per hour or part hour thereof, with a minimum payment of one dollar and fifty cents (\$1.50). Night differential shall not be deemed overtime or part of basic pay.

## **ARTICLE 39**

### **Posting of Schedules and Change of Starting Time**

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



**39.1.1** Each employee's schedule shall state clearly daily starting time, finish time, (e.g. 4:00 p.m. to sign-off), meal periods, and days off.

**39.1.2** In the event that the employee's schedule for any week is not posted in accordance with Section 39.1 and 39.1.1 of this Article, his/her previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of this Collective Agreement.

**39.1.3** After this posting and subject to 39.1.4 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being posted by 12:00 noon of the day prior to the day in question. The Company shall make every reasonable effort to contact the employee with notice of such change.

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

## **ARTICLE 40**

### **Automobile Expenses**

**40.1** Where an employee uses his/her automobile for transportation in connection with Company business where the same is authorized or approved by a designated Supervisor or Department Manager,

he/she shall be reimbursed for such use at 50¢ per kilometre with a minimum payment for each completed trip of three dollars (\$3.00).

**40.2** The use of an employee's car on Company business is not compulsory, and he/she may decline to do so. No employee in exercising the foregoing right will be penalized for refusing the use of his/her car.

**40.2.1** Notwithstanding Article 40.2 employees in the Cariboo, at the Company's discretion, may be required to use his/her automobile on Company business.

**40.3** Where in the use of his/her vehicle in connection with Company business an employee becomes involved in an accident and the damage to his/her vehicle cannot be recovered from another person or persons, the Company will pay all or part of the damage costs to the employee's vehicle up to the amount of the employee's deductible or to a maximum of three hundred dollars (\$300.00). The Company will not consider any payment where the accident was due to the employee's negligence and such negligence was proved in a court of law to be the result of the illegal use of alcohol or drugs (impairment).

**40.4** The parties recognize that agreements between the Company and the Employees for automobile expenses on an individual basis may

continue, but such payment shall not be less than as provided in Article 40.1 above.

## **ARTICLE 41**

### **Location Definition and Expenses**

**41.1** For the purpose of this Agreement an out-of-town location is defined as any point beyond a thirty (30) mile or forty-eight (48) kilometre radius of the employee's regular place of employment, or when overnight accommodations are required.

**41.2** When an employee is assigned to an out-of-town location where he/she is not required to remain overnight, the Company shall pay, in the currency of the destination country, the following meal compensation:

Breakfast	\$11.00
Lunch	\$15.00
Dinner	\$23.00

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

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

**41.3.1** Employees who are provided overnight accommodation shall receive, in the currency of the destination country, a per diem of fifty-one dollars (\$51.00) to cover the costs of meals and personal expenses for each completed twenty-four (24) hour period; or two dollars (\$2.00) per hour to a maximum of the appropriate aforementioned per diem rate when absences involve fractions of a day.

In the event that an employee's expenses exceed the per diem above, an employee will be entitled to be reimbursed for actual expenses following presentation of receipts and approval by manager.

(a) Hotels - payment will be for actual expenses.

(b) Air Travel - economy air fare.

(c) Ground Transportation - Airport Limousine shall be used where available, otherwise actual taxi expenses will be paid.

**41.4** Where an employee requires an advance to cover traveling and location expenses, he/she shall apply for such advance as far ahead of his/her scheduled departure time as is practical. An employee who has incurred expenses shall submit

an accounting of expenditures and accompanying receipts within five (5) days of his/her return.

## **ARTICLE 42**

### **Travel**

**42.1** When an employee travels out-of-town (as defined in Article 41) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty.

**42.2** When an employee's travel time on an out-of-town assignment extends beyond his/her tour of duty, such time shall be compensated as hours of work.

**42.3** For pay purposes, employees engaged only in traveling shall be credited with all time consumed when traveling on an assignment of the Company. Such time will be computed:

**42.3.1** From the time of the employee's departure, when the employee departs from his/her home for travel by common carrier.

**42.3.2** From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment.

**42.3.3** From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.

**42.3.4** From the assigned hour of departure from his/her lodging when an employee is using overnight accommodation.

**42.3.5** When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, a single occupancy berth or a first class seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have sleeping facilities, full time credit shall be allowed.

**42.4** Time credited for the return journey under the above conditions will be computed in the same manner.

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

**42.6** When an employee is required to work at a studio or remote location other than his/her normal place of employment, he/she shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

## ARTICLE 43

### Vacations

**43.1** All employees are entitled to annual vacations calculated as in the table following:

Years of Service at July 1 <sup>st</sup> of a Given Year	Duration of Vacation In Working Days
1 year	10 Days at Basic Rate
2 years	15 Days at Basic Rate
5 years	20 Days at Basic Rate
16 years	21 Days at Basic Rate
17 years	22 Days at Basic Rate
18 years	23 Days at Basic Rate
19 years	24 Days at Basic Rate
20 years or more	25 Days at Basic Rate

**43.2** Employees employed for less than one (1) year as at July 1st of a given year are entitled to five-sixths (5/6ths) of a day vacation per month of service. In all

cases, the results shall be rounded to the nearest one-half ( $\frac{1}{2}$ ) day.

**43.3** The annual vacation period will be between January 1st and December 31st of a given year. However, preference shall be given to the time period between May 1st and October 31st. Vacation preference shall be granted on the basis of Company seniority within the employee's department.

**43.3.1** The employee's application will be submitted in writing by March 31st for his/her choice of vacation period(s). Vacation schedules will be posted by April 15th. Any employee may change his/her choice of vacation period(s) so long as such change does not adversely affect another employee's previously selected vacation period(s).

Failure of an employee to submit his/her application for their vacation by June 1st may result in the employee's vacation being assigned by the Company.

**43.4** In the event that a paid holiday falls during an employee's vacation, one (1) additional day for each such holiday shall be added to the employee's vacation.

**43.5** In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his/her estate.



## **ARTICLE 44**

### **Paid Holidays**

**44.1** The following shall be paid holidays:

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

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

All full time employees who have completed one or more years of service by January 1st of each year shall in addition to the holidays listed above earn one (1) additional floating holiday each calendar year. This holiday shall be scheduled only by mutual agreement by the employee and the Company but must be received within the calendar year in which it was earned.

**44.1.1** The actual day of a holiday shall be deemed to be the holiday for pay purposes for any employee working on the holiday.

**44.1.2** 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 at the straight time rate.

**44.1.3** When a holiday falls on a scheduled day off and the employee does not work, he/she shall receive at the employee's option, either one (1) additional day's pay at his/her straight time basic rate or a day with pay to be taken on a day mutually agreeable to the Company and the employee. The option elected by the employee shall be noted by the employee on his/her time sheet covering the week in question.

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

- (a) For the first eight (8) hours of work, two and one-half ( $2\frac{1}{2}$ ) times his/her basic hourly rate.
- (b) For all hours worked in excess of eight (8) hours, but not in excess of twelve (12) hours, three (3) times his/her basic hourly rate.
- (c) For all hours worked in excess of twelve (12) hours, three and one-half ( $3\frac{1}{2}$ ) times his/her basic hourly rate.

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

- (a) For the first eight (8) hours of work, three (3) times his/her basic hourly rate.

- (b) For all hours worked in excess of eight (8) hours, three and one-half (3½) times his/her basic hourly rate.

**44.1.6** With respect to Articles 44.1.4 and 44.1.5 an employee, with the prior consent of his/her manager, may be permitted to add one (1) day to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned under Article 44.1.4 or 44.1.5. The employee shall indicate his/her option on his/her weekly time sheet for such holiday.

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

#### **44.2 Stand-by Pay**

Maintenance Technicians who are required to "stand-by" over a weekend that has an adjacent Paid Holiday shall be paid eight (8) hours at their basic hourly rate for such "stand-by". An employee on "stand-by" who is required to work on the Paid Holiday for which they are standing-by, shall be compensated as per the Collective Agreement in addition to the stand-by pay as described above.

## **ARTICLE 45**

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

**45.1** Prior to December 1st of each year, the Company will with consideration to departmental seniority, ascertain the preference of those employees who may be required to work on Christmas and New Year's Day. The Company will schedule work on those holidays whereby an employee is not required to work on both days.

**45.1.1** Article 45.1 shall not apply where an employee requests in writing to the Company that he/she be allowed to work on both days.

**45.2** Scheduling shall not be the subject of grievance.

**45.3** In order to accommodate employee preferences referred to in Article 45.1 above, no penalty payment for encroachment on turn around shall be made in respect of work on either of the said days.

## **ARTICLE 46**

### **Health and Welfare**

**46.1** An employee who is absent because of illness or injury shall receive sick leave computed on the basis of

one day for each calendar month of employment, cumulative from year to year to a maximum of twenty-four (24) banked days. Such leave to be taken on the basis that a maximum of five (5) days leave under this provision may be used in any specific sick leave claim.

**46.1.1** This provision is not applicable where injuries or illness is compensable under the Workers' Compensation Act.

**46.2** For absences of three (3) days or less, the employee may be required to supply written declaration of illness. The Company and the Union will meet to discuss any apparent abuse of the sick leave policy.

**46.3** If requested to do so by the Company, the employee shall offer satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses that exceed three (3) days.

**46.4** The Company agrees to continue to make available to eligible employees the following benefits at the following premium sharing ratios:

The Company will pay 100% of the following premiums:

1. Medical Services Plan
2. Group Life Insurance — Employees earning \$25,000.00 annually or less will receive coverage

equal to two times their annual earnings. Employees earning more than \$25,000.00 annually will receive coverage in the amount of \$70,000.00,

3. Weekly Indemnity Benefit — 70% of employee's weekly income to a maximum of \$600.00 per week.
4. Extended Health — \$25.00 deductible, covers 80% of expense. Plan includes: prescription drugs; ambulance; registered nurse; hearing aids; private hospital room.

The maximum claim for professional services (chiropractor, physiotherapy, massage, etc.) is \$450.00.

The services of a licensed social worker or clinical counsellor will be covered up to a maximum of \$500.00 per year.

5. Vision Care — The Company will provide each employee and spouse with \$300.00 every 24 months and every 12 months for dependent children under 19 years of age when prescription eyeglasses or contact lenses are purchased.
6. Dental — The Company will pay 75% of the dental premium.

The plan pays:

- 100% of Preventative/Basic - yearly maximum \$2,000.
- 50% of major - yearly maximum \$2,000.
- 50% of orthodontics - lifetime maximum \$3,500.00

### Employee Paid

#### Long Term Disability Premiums 100%

**46.5** The Company agrees to grant an employee up to twenty-four (24) hours per fiscal year leave of absence without loss of pay when an employee is required to be off work:

- (a) to care for their family due to the hospitalization of their spouse because of illness, accident or maternity and the employee is unable to secure suitable care for their children, or
- (b) for the purposes of taking care of their sick child and to arrange alternate care, or
- (c) for the purposes of attending medical, dental or eye appointments for themselves or members of the immediate family, provided the employee has given reasonable notice and scheduled such appointments and times on dates which shall minimize the disruption of the workforce.

Such leave shall be recorded on the employee's time sheet.

## **ARTICLE 47**

### **Compassionate Leave**

**47.1** Compassionate leave of up to three (3) days with pay shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in his/her immediate family, i.e., husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any relative permanently residing in the employee's household or with whom the employee resides.

**47.1.1** When traveling beyond a distance of three hundred (300) kilometres one way is necessary, up to two (2) additional days with pay will be granted.

**47.2** Where extenuating circumstances exist, the Company will consider additional compassionate leave in excess of the above.

## **ARTICLE 48**



## **Jury and Witness Duty**

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

## **ARTICLE 49**

### **Freelancers**

**49.1** The parties agree that where the Company has need to use freelancers, it will not do so in a manner as to reduce the number of employees in any job group.

## **ARTICLE 50**

### **Pension Plan**

**50.1** The Company Pension Plan now in existences shall be made available to all employees in the bargaining unit on a voluntary basis, subject to the employee having completed a minimum of one (1) year's continuous service as of January 1st of any given year. Said Plan shall continue in effect during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal

legislation. Each employee who enrolls in the pension plan shall receive annually a statement of his/her position in the Plan.

## **ARTICLE 51**

### **Common-Law Spouse**

**51.1** A common-law spouse is defined as a co-habitant of twelve (12) months or more. For the purposes of this Agreement all articles related to spouse shall also apply to common-law spouse.

## **ARTICLE 52**

### **Maternity and Paternity Leave**

**52.1** Every employee who has completed six (6) months of continuous service with an employer is entitled to and shall be granted a leave of absence without pay from employment as follows:

**52.1.1** Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement;

**52.1.2** Subject to Article 52.2 below, where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty seven (37) weeks commencing, as the employee elects.

(i) in the case of a female employee:

- (a) on the expiration of any leave of absence from employment taken by her under Article 52.1.1,
- (b) on the day the child is born, or
- (c) on the day the child comes into her actual care and custody, and

(ii) in the case of a male employee:

- (a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 52.1.1,
- (b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
- (c) on the day the child is born, or

- (d) on the day the child comes into his actual care and custody; and

**52.1.3** Subject to Article 52.2 below, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks commencing on the day the child comes into the employee's care.

**52.2** The aggregate amount of leave of absence from employment that may be taken by two employees under Articles 52.1.2 or 52.1.3 in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.

**52.3** Every employee who intends to take a leave of absence from employment under Article 52.1 shall,

- (a) give at least four weeks notice in writing to the employer unless there is a valid reason why such notice cannot be given, and
- (b) inform the employer in writing of the length of leave intended to be taken.

**52.4** The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under Article 52, shall accumulate during the entire period of the leave. The employee

is responsible for and must, within a reasonable time, repay their portion of the cost of coverage and/or premium.

Note: All other questions pertaining to this Article shall be referred to the Canada Labour Code for resolution.

## **ARTICLE 53**

### **Clothing Allowance**

**53.1** As it is recognized by the Company that on camera TV News/Sports announcers are required to meet certain standards of appearance the Company will:

- (a) Pay for proper hair grooming once per month. Female employees may submit a receipt to the maximum of thirty three dollar (\$33.00) per month.
- (b) Upon receipt the Company will pay the above mentioned employees a clothing allowance of \$525.00 on May 1<sup>st</sup> and November 1<sup>st</sup> of every year.

Employees on Leave of Absence or off because of illness will have this allowance pro-rated when the absence exceeds one month in duration.

- (c) Only employees who have completed their probationary period will be entitled to the provisions of Section (b) of this Article.
- (d) It is understood that the clothing allowance money is for the purchase of clothing that is acceptable for "on-air" appearance.
- (e) The Company will supply golf shirts to ENG Shooters as required attire.

**53.2** On Camera TV News/Sports announcers, weather persons and public affairs persons are defined as: An in-studio or ENG (port-a-pak) news or sports announcer who appears a minimum of three (3) times per week, as determined by the Company.

**53.2.1** An employee referred to in 53.2 who appears regularly a minimum of one time per week as determined by the Company shall receive 50% of the clothing allowance.

## **ARTICLE 54**

### **Clothing Standards**

**54.1** The Union agrees that the Company may direct employees to conform with reasonable standards of clothing (dress), department, and appearance in order to present the best possible image to the public, and clients, while conducting Company business.

## **ARTICLE 55**

### **On Camera Rates**

**55.1** Employees other than announcers, who appear "On Camera" in a speaking role in a Television Commercial shall receive thirty dollars (\$30.00) per commercial.

**55.2** Employees who appear "On Camera" in a modeling role in a television commercial (but do not speak) shall receive fifteen dollars (\$15.00) per commercial in addition to any other payments due under this agreement.

## **ARTICLE 56**

### **Announcers on Remote**

**56.1** When an announcer is required to work at a remote location he/she will be paid at the rate of thirty five dollars (\$35.00) per hour upon ratification and forty dollars (\$40.00) on September 1, 2011.

Additionally, the employee will be credited one (1) hour pay at the above rate to compensate for travel/set-up/tear down/equipment pick-up/drop-off/equipment storage/remote preparation. No fees are payable for remotes designated as public service, promotional or charitable broadcasts.

**56.1.1** Remote fees will not be paid during an employee's regular hours of work.

**56.1.2** When an employee is required to work on air at a remote location for television purposes other than news gathering, he/she shall be paid at the rate of thirty five dollars (\$35.00) per hour upon ratification and forty dollars (\$40.00) on September 1, 2011. No fees are payable for remotes designated as public service, promotional or charitable broadcasts.

**56.2** An announcer on days off shall have the right to refuse the assignment of any revenue producing remote broadcasts which would result in him/her working more than two (2) weekends per calendar month.

**56.2.1** Nothing precludes the Company from hiring outside the bargaining unit to staff remotes, provided that all qualified remote announcers have first right of refusal to be assigned revenue producing remote broadcasts. A non-bargaining unit person hired to do a revenue producing remote broadcast shall be paid as per Article 56.1 and the appropriate Union dues will be deducted from these fees as per Article 6.1.

## **ARTICLE 57**

### **Air Credits**

**57.1** The Company agrees to affix the current CEP seal to all tape containers containing video tape



material produced by CFJC for distribution outside the station. Such seals of a size acceptable to the Company shall be supplied by the Union.

**57.2** A chyron graphic shall be exhibited on end credits of local programs (television), the size of which shall be Font one (1) or its equivalent.

## **ARTICLE 58**

### **Copies of Agreement**

**58.1** As both the Company and the Union desire that all employees have copies of the collective agreement, it is agreed that:

- (a) the cost of printing the agreement will be shared equally by the parties.
- (b) the Company will furnish all employees with a copy of this agreement.

## **ARTICLE 59**

### **Duration of Agreement**

**59.1** This agreement shall commence on the 1st day of September, 2010, and remain in force for a period of thirty six (36) months, ending on the 31st day of August 2013, and from year to year thereafter unless either party notifies the other by registered mail, not more than four (4) months or not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this agreement. In the event such notice is given, this Agreement shall continue in full force until a new agreement is concluded or until a lawful strike or lawful lock-out is executed pursuant to the provisions of the Canada Labour Code, whichever first occurs. Further, a meeting shall be held within twenty (20) days for the purposes of beginning the negotiation for a new collective agreement. Only employees employed by the Company as at the date of execution of this Agreement shall be eligible for retroactive payment.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 10<sup>th</sup> day of September, 2010.

Communications, Energy and  
Paperworkers Union of Canada

CFJC-TV, CKBZ-FM,  
CIFM-FM, Divisions  
of Jim Pattison  
Broadcast Group LP



Marty Gaylie



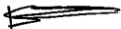
Richard W. Arnish



Rob Kovac



Bill Dinicol



Kent Simmonds



Doug Collins



Bob Hught



Leo Baggio



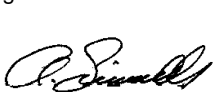
Vanessa Ong



Bruce Uptigrove

**Volunteer Public Service  
and/or Promotional Event**

It is understood between the parties that any employee may volunteer his/her professional service and broadcasting expertise to a public service and/or promotional event without payment. However, no employee will be penalized or disciplined for refusing such a request. It is further understood that non-bargaining unit personnel such as managers or sales personnel, or the public at large, may perform similar services during such events, and work so performed shall not be considered as a violation of the collective agreement.



Arthur Simmonds  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: June 25, 2008

## LETTER OF UNDERSTANDING # 2

### Re: Promotion Director

It is hereby understood and agreed, that the promotion director may work flexible hours. The work weeks shall be an average of 37½ hours per week and 7½ hours per day. All hours worked in excess of 7½ in any tour of duty shall be credited at 1½ times in calculation of the 37½ hour week. All hours worked in excess of 37½ per week shall be paid at the following rates.

Over 37½ to 50 hours @ 1½ times basic.

50 hours and over @ 2 times basic.

The provisions of Articles 28, 29.2, 35, 36 and 37 shall not apply. All other articles of the collective agreement shall apply.



Arthur Simmonds  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: June 25, 2008

### LETTER OF UNDERSTANDING #3

With the exception of the adjustment to the wage scale all other changes in this Agreement become effective the date of ratification of the Memorandum of Agreement.

The image shows two handwritten signatures in black ink. The signature on the left is for Arthur Simmonds, and the signature on the right is for Richard W. Arnish. Both signatures are written in a cursive, flowing style.

Arthur Simmonds  
National Representative

Richard W. Arnish  
President/General  
Manager

Date: June 25, 2008

## LETTER OF UNDERSTANDING #4

Re: Use of Practicum Students

The Parties agree that the current practices regarding the utilization of practicum students will continue. Should students be dispatched to work alone they will be paid the applicable rate and will pay union dues. Practicum students shall not be used to reduce the number of full or part-time bargaining unit positions or to avoid filling a vacant position in the bargaining unit.



Arthur Simmonds  
National Representative

Richard W. Arnish  
President/General  
Manager

Date: June 25, 2008

## LETTER OF UNDERSTANDING #5

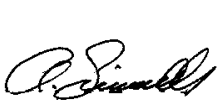
Re: Performers' Suitability

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

Television: Supper TV Anchor  
Late Night TV Anchor  
Midday Host  
Weather Person  
Sports Person

Radio: Morning & Afternoon Drive Announcers  
Mid-day Announcer

With respect to the position of Mid-day Announcer, it is agreed that such position shall only be captured by Article 5.1.1 in the event that the employee in question is regularly assigned to host a live program.



Arthur Simmonds  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: June 25, 2008



## LETTER OF UNDERSTANDING #6

Re: 6.30 PM Television Newscast

The Parties agree that a newsperson who performs the work of supper TV Evening News Anchor at 6.30 PM Monday through Friday, and who is below Group 4, shall receive upgrading as per Article 18.8.1 of the current Collective Agreement.



Bob Hughf  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: September 10, 2010

## LETTER OF UNDERSTANDING #7

Re: Floaters

The Parties agree that all full time and regular part time employees on payroll at time of ratification will receive two (2) floating holidays per year of the Collective Agreement. Utilization of these floaters by regular part time employees shall be calculated by a credit of the hours that would have been assigned to them for the floater date in question. These floaters shall be taken at a time agreed to by the supervisor and the employee and must be used in the year earned. There will be no carryover.

This letter of understanding will expire on August 31, 2013.



Bob Hughf  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: September 10, 2010

## LETTER OF UNDERSTANDING #8

Re: Casual Part-Time Employees (Infrequent Shifts)

The Parties agree that persons hired to perform bargaining unit duties on an infrequent basis (i.e. less than 3 shifts a month) will be classed as casual part-time employees. The Parties also agree to continue the present practice of collecting union dues from these employees and that the Company maintains the right to pay out such employees on a per shift(s) basis. If needed, further clarification of any issues regarding casual part time employees shall be dealt with in the next set of negotiations (Sept. 1, 2013).



Bob Hughf  
National Representative



Richard W. Arnish  
President/General  
Manager

Date: September 10, 2011