

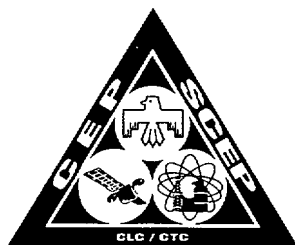
COLLECTIVE AGREEMENT

between

BBS Saskatchewan Incorporated

CIPA/CKBI Television

and



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

September 1, 1994

to

August 31, 1997

09857(02)

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THIS AGREEMENT executed between
BBS Saskatchewan Incorporated
CIPA/CKBI TELEVISION

hereinafter referred to as the 'Company',

Party of the First Part

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA - 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 cooperation and friendly spirit ~~between~~ the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of

grievances. To this end, this Agreement is signed in good faith by the ~~two~~ (2) parties.

ARTICLE 2

DEFINITIONS

2.1 Employee

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

2.2 Bargaining Unit:

The Company recognizes the Union as the ~~sole~~ and exclusive collective bargaining agency for all employees in the unit set forth in the certification of the Canada Labour Relations Board dated October 19, 1987 ~~or~~ any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board ~~or~~ in any of the job ~~functions~~ listed in the wage schedule under Article 16.8.

The Board's decision includes:

All employees of the Company broadcasting as CKBI, CIPA, and CKBQ at and from Prince Albert, Saskatchewan, excluding: President, Vice-President/General Manager, Station Manager, Assistant Controller, Operations/Production Manager, Program Manager, News Director, Director of Engineering, Sales Manager, Marketing Consultants, Secretary to the President, and Secretary to the Vice-President/General Manager.

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

2.4 A part-time employee is defined as one hired on a regular or occasional basis to cover peak work periods, maternity leave, summer relief, or to work on specific projects of a predetermined length of time. The total number of part-time employees shall not exceed twenty percent (20%) of the total number of full-time employees in the bargaining unit. Such

employees shall be paid on an hourly rate based on the wage rate for the classification to which they are assigned or for a particular production.

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

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

Part-time employees who are subsequently hired on a permanent basis on staff in the same classification without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours, and their seniority and probationary period will be calculated accordingly. However, part-time employees who are subsequently hired as full-time staff shall be probationary employees for a period of one (1) month from the date of full-time employment. The Company may extend the probationary period for a further three (3) months from the date of hiring as a full-time employee and in such event, will advise and discuss the extension with the Local Union, prior to the end of the one (1) month period. During the probationary period, the Company may release the employee at any time, for reasonable cause.

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

- 1: Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice, in advance of the proposed layoff, or two (2) weeks pay in lieu of notice.
- 2: Part-time employees hired to work on a specific project, production, vacation or maternity relief or for a specific period of time,

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shall be considered to have received notice at the time of hiring.

3: Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

(e) Article 11

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

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

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

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

2.4.2 When the Company hires or rehires an employee, the Company shall notify the Union as to the nature of employment and its duration.

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

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

ARTICLE 3

MANAGEMENT RIGHTS

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

- 3.2** Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive are: **D**etermination and control of all programmes; the right to decide the number and location of plants; the amount and type of supervision necessary; of machinery and technical equipment; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications: operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.
- 3.3** Notwithstanding anything to the contrary in this Agreement, the Company expressly reserves the exclusive right to release from employment, any employee who performs "on-air" on the grounds such employee is, in the sole discretion of the Company, unsuitable for programming. Employees terminated pursuant to this Article shall receive severance pay equal to two and one-half (2 1/2) weeks' basic pay for each year continuous service with the Company, with a minimum credit of three (3) months.
- 3.4** It is further recognized that the responsibility of the Management of the Company for the selection, direction and determination of the size of the work forces, including the right to hire, transfer, or promote or relieve employees from duty because of lack of work, or suspend, discipline, demote or discharge an employee for proper cause is vested exclusively in the Company.

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

ARTICLE 4

UNION RIGHTS

4.1 **Dues Checkoff**

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

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

bargaining unit who have left or joined the Company since the last payment.

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

4.2 Notices to Union

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

- (a) Within five (5) calendar days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension or any disciplinary action placed on an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (e) The Company shall, when notifying individuals of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which they are assigned. A copy of this notice shall be sent to the Union in

accordance with Article 4.2(a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union. The Union agrees to provide the Payroll Department with a reasonable supply of Collective Agreements.

- (f) The Union agrees to provide at least annually, or whenever changes occur, a listing of all union executive, including shop stewards, to the Company.

4.3 Union Access to Premises

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

4.4 Bulletin Boards

The Company agrees to the posting by the Union on a designated bulletin board of

announcements regarding Union meetings, elections and their results and Union ~~social~~ events. All other matters concerning labour affairs will require prior authorization by the Company.

4.5 Leave for Union Activities

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

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

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

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

ARTICLE 5

NON-DISCRIMINATION

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

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

ARTICLE 6**NO STRIKE CLAUSE**

- 6.1** The Union will not cause or permit its membersto cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of **interference** or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.
- 6.2** The Company will not require any employee to perform the duties of any other person who is engaged in a lawful strike, or to originate a program or programs ~~expressly~~ for the purpose of strike breaking.
- 6.3** An employee shall have the right to refuse to cross a legal picket line and such refusal shall not be considered grounds for disciplinary action, except that News Reporters may be required to perform their normal function.

ARTICLE 7**GRIEVANCE PROCEDURE**

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

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

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

STEP 2: The grievance shall be discussed with the Station Manager or a designee and the Local Grievance Committee consisting of not more than three (3) members. Such

meeting shall take place within ten (10) days of the request for a meeting.

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

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

7.3 Arbitrators shall not have the power to change, modify, extend or amend the provisions of this

Agreement, but Arbitrators shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been lost.

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

7.5 Time Limits

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

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

ARTICLE 8

REPORT ON PERFORMANCE

8.1 Employees shall be notified in writing, of any expression of dissatisfaction concerning their work,

within ten (10) working days (excluding Saturday, Sunday and Holidays) of cause for dissatisfaction becoming known to their supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become pari of their record for use against them at any time.

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

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

8.4 The record of employees will not be used against them for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident.

ARTICLE 9**SENIORITY RIGHTS**

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

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

9.2 **Promotions**

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

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

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

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

9.3 Discharge and Demotion

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

9.4 Layoffs

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

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

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

9.4.3 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to one (1) week's pay for each year of continuous service, up to a maximum of twelve (12) weeks' salary. With respect to incomplete years, the severance pay shall be ~~on~~ a prorated basis, calculated to the nearest month. The ~~above-noted~~ severance

payment shall be deemed to include any severance required pursuant to any statute.

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

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

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

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

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

9.5 Re-engagement of laid off employees

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

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

9.5.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address.

Employees must notify the Company of their intention within seven (7) calendar days (excluding Saturday, Sunday, and Holidays).

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

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

9.6 Computation of ~~seniority~~ after uninterrupted service

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

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if they return to the status of an employee within twelve (12) months, ~~or~~,
- (b) If they return to the status of an employee ~~after~~ twelve (12) months have elapsed, their Company

seniority upon their return shall be that which they had on the effective date of such layoff or transfer.

ARTICLE 10

PROGRAM CREDITS

10.1 Program Credits

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

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

10.3 All programs of one-half (1/2) hour in length or greater produced by the Company and broadcast exclusively in the local market, shall carry the CEP seal, or alternatively, a videograph printout of the abbreviation CEP Local 820-M. TV News programs shall provide this credit once a week in conjunction with other program credits. Style of presentation shall be determined by local management.

ARTICLE 11

EMPLOYEE BENEFITS11.1 Sick Leave

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

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

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

11.2 Maternity Leave/Child Care

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

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

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

11.2.2 A male employee shall be entitled to paternity leave as provided for under Section 206 of the Canada Labour code. In addition, the Company will grant **two (2) days** paid paternity leave on the occasion of the birth of a male employee's child, provided the employee submits a written request at least one (1) month in advance and supplies, on request from the

Company, written confirmation of pregnancy from his spouse's doctor.

11.3 Medical and Group Insurance

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

Life Insurance - AD & D - 5 x annual salary.
Extended Health (drugs, vision) - \$200 every 24 months.

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

11.4 Pension Plan

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

11.5 Special Leave

A bereavement leave shall be granted for the purpose of making funeral arrangements and/or

attending the funeral when employees are required to be absent due to a death in their immediate family on the following basis:

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

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

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

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

11.5.3 Family Leave

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

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

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

11.6 Witness or Jury Duty

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

11.7 Leave of Absence

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

11.8 Education and Training

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

ARTICLE 12**TRAVEL PROVISIONS AND EXPENSES****12.1 Transportation**

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

12.1.1 In such authorized cases the Company shall reimburse them at the rate of twenty-four cents (\$0.24) per kilometre (thirty-eight cents (\$0.38) per mile) with a minimum payment of two dollars and fifty cents (\$2.50) for each completed trip (i.e. a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when other methods of transportation are available. Employees shall not be

required to use their own automobiles unless they consent thereto. Employees shall be reimbursed bi-weekly for all authorized expenses, made for and on behalf of their assignments as provided herein upon submitting a statement for approval on forms prescribed by the Company.

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

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

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

12.1.5 When employees are required to start or end a tour of duty at a time when public transportation is not available, taxi fare to home or fifty percent (50%) of taxi fare from home will be provided, when required, to a

maximum of five dollars (\$5.00) upon submission of a proper receipt.

12.2 Expenses

When employees are required to work at a studio or remote location other than their normal place of employment, and cannot return to their normal place of employment during their normally scheduled meal period, they shall be paid ten dollars (\$10.00) for the cost of any meal(s) required during their regular meal period(s) while at such remote location, i.e., Breakfast, Lunch, Dinner, Second Meal, Subsequent Meal.

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

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

12.2.2 If employees request it, cash will be advanced to them in the equivalent of the estimated amount of

approved expenses expected to be incurred on ~~the~~ **assignment**. Employees must give an accounting of their expenses as ~~soon~~ as possible ~~after~~ completion of the assignment.

ARTICLE 13

ANNUAL VACATION AND PAID HOLIDAYS

13.1 Annual Vacations

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

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

RECAP

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

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

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

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

13.1.4 In special circumstances with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

13.2 Paid Holidays

The Company recognizes the following as paid holidays:

New Year's Day	Canada Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Civic Holiday	Remembrance Day
Christmas Day	Boxing Day

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

When one of the holidays listed above falls on a Sunday and the day following is proclaimed a holiday by Federal, Provincial, or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case, the proclaimed day shall be the holiday.

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

13.2.2 If the holiday falls on a regular working day and employees are not required to work, they shall receive

their normal basic for such day (eight (8) hours at the straight time rate).

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

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

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

13.2.6 With respect to Article 13.2.4 ~~or~~ 13.2.5, employees at their own option shall be permitted to add one (1) day off to their annual leave ~~or~~ be given one (1) day off

with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned under either Article 13.2.4 or 13.2.5. Employees shall indicate their option on their weekly time sheet for such holiday.

RECAP

Hours Worked/Credited	Art 13.2.2
0 - 8	8 hrs. x Basic
8 - 12	NIA
over 12	N/A

Art. 13.2.4	Art 13.2.5
2 1/2 x Basic	3 x Basic
3 x Basic	3 1/2 x Basic
3 1/2 x Basic	4 x Basic

13.3 Scheduling of Christmas and New Year's

Before December 1st of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employees' choice of days off shall be considered on the basis of Company seniority within the functional group and all employees, if they so request, shall be scheduled off on either Christmas Day or New Year's Day. Employees scheduled off on one

of these days shall not be required to work beyond 7:00 p.m. on the eve of that holiday.

ARTICLE 14

HOURS AND SCHEDULING OF WORK

14.1 Work Week

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

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

14.2 Tour of Duty

A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter (1/4)

hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as failing wholly within the calendar day in which it starts. There will be no assignment of split shifts.

14.3 Overtime Computation

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

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

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

14.4 Posting of Schedules

Each employee's work schedule shall be posted by 5:00 p.m. two (2) Mondays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing times, days off and meal periods. Days off shall be frozen from the Monday one week before the weekly schedule is in

effect to the end of that weekly schedule. Notice of change in starting time shall be given as much in advance as possible, but not later than the last hour of the shift occurring prior to the day of the change. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours, provided that such time is paid for at the appropriate rate.

The Company will notify the employee directly.

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

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

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

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

14.4.4 A designated Union Representative shall be given access to the work schedule, which shall be kept on file by the Company. and if any issue arises, that representative shall have access to the time records, upon reasonable notice to Management.

14.5 Scheduled Days Off

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

14.6 Work on Scheduled Days Off

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

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

Hours Worked/ Credited	1st Day Off	2nd Day Off
0 - 8	1-1/2 x Basic	2 x Basic
8 - 12	2 x Basic	2-1/2 x Basic
Over 12	2-1/2 x Basic	3 x Basic

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

14.6.2 When work was performed or credited on consecutive days off in different work weeks, e.g. two (2) consecutive days off in one (1) work week are taken contiguously to the two (2) consecutive days off in the following week, then any consecutive days off worked in the sequence shall be compensated as work performed on a second day off (Article 14.6).

14.7 Turnaround

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

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

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

14.7.3 No payment shall be made for the following encroachments:

- (a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.

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

14.8 Call Back

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

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

14.9 Temporary Upgrades

In the event that employees are temporarily assigned to perform work of a higher classification than that to which they are permanently assigned, they shall be paid the lesser of two dollars (\$2.00) per hour or six dollars (\$6.00) per tour of duty if the upgrading is for four (4) hours or less; ten dollars (\$10.00) per tour of duty if the upgrading is for more than four (4) hours,

and an additional six dollars (\$6.00) for each subsequent four (4) hours over eight (8) hours. This clause shall not be used for the purpose of reducing the number of employees in the job function to which such employee is being upgraded. At the time of assignment to a higher classification, employees shall be verbally advised of their temporary upgrading and that they shall receive the rate of pay for such upgrading. This shall be noted on their time sheet. In the event that employees are temporarily upgraded to perform the duties of the Department Supervisor, they shall be paid at a rate not less than fifteen percent (15%) above their present rate as set out in Article 16, for all hours worked during which they are temporarily upgraded.

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

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

14.10 Night Differential

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

14.11 Excessive Hours and Safety

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

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

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

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

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

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

The intent of this clause is to have the two (2) designated bargaining unit members contribute towards the fulfilment of the Company's obligations under the Workers' Compensation Act and therefore the selection shall be made after prior consultation with the Union.

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

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

(\$20,000) Insurance in lieu of the AD and D provisions in the Group Life Plan.

- 14.11.7** No employees shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial or Municipal regulations or legislation. Where, in such circumstances, employees do not work, they shall not suffer a loss of pay. No employees shall refuse to do work deemed to be "safe" by the Company and Union Representatives of the Safety Committee.
- 14.11.8** The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal, Provincial or Workers' Compensation Board standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.
- 14.11.9** A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The Committee shall meet at least once a month. Notes shall be taken of all meetings and

copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

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

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

14.11.12 In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

14.12 ENG/EFP

In the operation of ENG/EFP cameras and related equipment, it is understood the camera operator will not be unreasonably denied assistance when it is requested. It is further understood that reporters, producers or directors will not be required to act as assistants.

ARTICLE 15

MEAL PERIODS AND BREAK PERIODS**15.1 First Meal Period**

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

15.2 Second Meal Period

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

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

15.3 Subsequent Meal Period

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

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

15.4 **Meal Displacement Penalty**

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

15.4.1 In no event shall an employee be required to work more than six (6) hours without a meal break, except in the case of a broadcast "on-air" emergency.

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

15.5 **Rest Periods**

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

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

ARTICLE 16

GENERAL WAGE PROVISIONS AND WAGES

- 16.1** Employees shall be paid according to the wage schedule of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.2** Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month following nearest to the employee's annual anniversary date of hire or promotion to the wage classification.
- 16.3** When employees are promoted into a higher pay classification they shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in their former group, plus the amount necessary to place them on step in the new group, and shall automatically

progress upward ~~on~~ the annual anniversary date of their upgrading. ~~One~~ (1) full increment means the increase in pay that the employees ~~would~~ have next received had they remained in their ~~former~~ classification. ~~or~~ if they are at the top of their scale, the increase they last received in reaching the top rate. Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression shall automatically occur ~~on~~ the annual date of the acceleration implementation.

- 16.4** Twice the weekly salary (after a reasonable portion of the total monthly deductions have been made) will be deposited directly to the employees' bank accounts by 12:00 noon every second Thursday. Approved overtime and penalty payments for pay periods falling in the preceding month will ~~be~~ paid ~~on~~ the first pay period of each month. If a payday occurs ~~on~~ the employees' day off, the employees' pay stubs shall be made available to them by 12:00 noon, Wednesday, prior to payday.
- 16.5** In the event pay ~~day(s)~~ occur during an employee's vacation period, the employee shall, upon written request, at least ~~two~~ (2) weeks in advance prior to the ~~start~~ of the vacation period, receive pay ~~cheque(s)~~ prior to going on vacation.
- 16.6** Any employees returning to work in their former classification after a layoff, ~~shall~~ return at ~~the~~ rate of

pay according to their classification at the time of said layoff.

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

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

GROUP CLASSIFICATIONS AND WAGES

Group 1: Receptionist, Accounting Clerk, Traffic Clerk, Program Clerk, Shipper, Secretary/Jr, Reporter

	<u>September 1/94</u>	<u>September 1/96</u>
Start	\$284	\$290
1 Year	\$296	\$302
2 Years	\$313	\$319

Group 2: Switchers, Studio Operators, ENG Camera, Art-Film, Writer, On-Air Reporters, Switcher/VTR, Sports Reporter, Chyron/Photography, VTR Director

	<u>September 1/94</u>	<u>September 1/96</u>
Start	\$296	\$302
1 Year	\$319	\$325
2 Years	\$343	\$350
3 Years	\$352	\$359

Group 3: Production Supervisors, Senior ENG, Senior Studio Operators, Senior Account Clerk, Production Directors, Senior Writer, STN Reporter, Senior Switchers, Producer/Director, Sr. Sales Secretary, Sr. Promotion Writer, Sr. Announcer, Sr. Program Clerk, Studio/Control, VTR Operator

	<u>September 1/94</u>	<u>September 1/96</u>
Start	\$324	\$330
1 Year	\$355	\$362
2 Years	\$385	\$393
3 Years	\$413	\$421

Group 4: Maintenance Technicians, Senior News Reporters, Senior Producer Directors, Accountant, Photographer, Post Production Editor, Computer Operator, Sports Director, Artist, Sr. STN Reporter, Sr. Production Supervisor

	<u>September 1/94</u>	<u>September 1/96</u>
Start	\$425	\$434
1 Year	\$449	\$458
2 Years	\$473	\$482
3 Years	\$497	\$507
4 Years	\$519	\$529

Group 5: Senior Photographer, Senior Maintenance Technician, Senior Editor, ENG/Commercial, Sr. Traffic Manager, Assistant News Director, Chief Engineer

	<u>September 1/94</u>	<u>September 1/96</u>
Start	\$531	\$542
1 Year	\$562	\$573
2 Years	\$591	\$603
3 Years	\$620	\$632

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

16.8.1 The rates in the above schedules are minimum rates.

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

16.9 On-Air Talent Fees

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

Voiceover Commercial	0-60 seconds
	\$10.00



On-camera Commercials 0-60 seconds
\$45.00

16.10 Clothing Allowance

- (a) Any employees who regularly host television programs [~~one-half~~ hour (1/2 hour) duration or longer] on a daily basis, will be provided a clothing allowance of ~~forty-five dollars~~ (\$45.00) per month, payable semi-annually in advance. An employee who is substituting for the regular host will be entitled to receive this allowance where the duration of the substitution is one month or longer.
- (b) News reporters will be provided a clothing allowance of \$30.00 per month on the same basis as above.

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

ARTICLE 17

EFFECTIVE DATE AND DURATION

17.1 This Agreement shall commence on September 1, 1994, and remain in force until August 31, 1997.

- 17.2** In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs. If notice of desire to modify this Agreement is given as specified above, and the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.
- 17.3** Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.
- 17.4** If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.
- 17.5** The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement, it binds the

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

ARTICLE 18

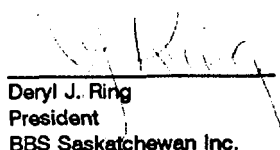
Outside Employment

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

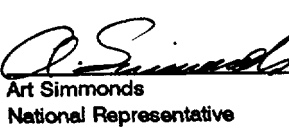
IN WITNESS WHEREOF THE PARTIES HERETO HAVE
CAUSED THIS AGREEMENT TO BE EXECUTED BY
THEIR DULY AUTHORIZED REPRESENTATIVES THIS
18th DAY OF April, 1995.

BBS Saskatchewan Inc.
CIPA/CKBI TELEVISION

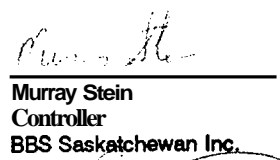
COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION OF
CANADA - CLC



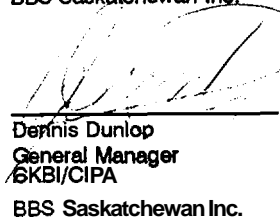
Deryl J. Ring
President
BBS Saskatchewan Inc.



Art Simmonds
National Representative



Murray Stein
Controller
BBS Saskatchewan Inc.



Dennis Dunlop
General Manager
CKBI/CIPA
BBS Saskatchewan Inc.

LETTER OF INTENT R i

Salary Increases

It is agreed that in lieu of a general increase to all scales for year one of the Agreement, each employee will receive a lump sum payment of three hundred dollars (\$300) with the first pay period following ratification of the new Agreement.

Effective with the first pay period in year two (September 1st, 1995) a further lump sum payment of four hundred dollars (\$400) will be paid to each employee in lieu of a general increase to all scales, provided they were employed on the date this Agreement was ratified.

Effective September 1, 1996, a general increase of two (2%) will be applied to all scales.

BBS Saskatchewan Inc. COMMUNICATIONS, ENERGY
CIPA/CKBI TELEVISION & PAPERWORKERS UNION OF
CANADA - CLC


Deryl Ring
President


Art Simmonds
National Representative

Date: April 18, 1995

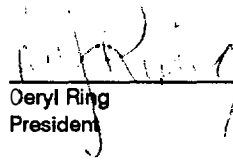
LETTER OF INTENT #2

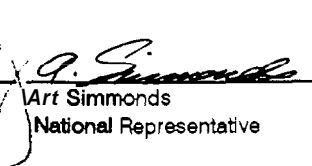
Employee Assistance Program

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

The terms and conditions of this Letter of Intent, when signed by the parties hereto, shall continue for the duration of this Collective Agreement which has an expiry date of August 31, 1997.

BBS Saskatchewan Inc. COMMUNICATIONS, ENERGY
CIPA/CKBI TELEVISION & PAPERWORKERS UNION OF
CANADA - CLC


Ceryl Ring
President


Art Simmonds
National Representative

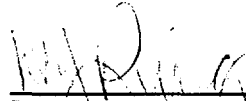
Date: April 18, 1995

LETTER OF INTENT #3

Employment Equity

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

BBS Saskatchewan Inc. COMMUNICATIONS, ENERGY
CIPA/CKBI TELEVISION & PAPERWORKERS UNION OF
CANADA - CLC


Deryl Ring
President


Art Simmonds
National Representative

Date: April 18, 1995

LETTER OF INTENT #4

Union Dues

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

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

BBS Saskatchewan Inc. COMMUNICATIONS, ENERGY
CIPA/CKBI TELEVISION & PAPERWORKERS UNION OF
CANADA - CLC


Deryl Ring
President


Art Simmonds
National Representative

Date: April 18, 1995

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