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No. OF EMPLOYEES	30		
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COLLECTIVE AGREEMENT

between

SKEENA BROADCASTERS
A division of
Okanagan Skeena Group Limited

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS**
CEP • NABET • CLC

24 November 1994

to

23 November 1995

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INDEX

Article		Page
	Parties	1
1	Intent	1
	Bargaining Unit	
2	Definitions	2
2.1	Employee	2
2.2	Bargaining Unit	2
2.3	Employee Categories	3
2.4.4	Practicum Students	8
	Management	
3	Management Rights	8
	Union	
4	Union Rights	11
4.1	Dues Checkoff	11
4.2	Notices to the Union	12
4.3	Union Access to Premises	12
4.4	Union Bulletin Boards	13
4.5	Leave for Union Activities	14
5	Non-Discrimination	15
6	No Strike Clause	15
7	Grievance Procedure	16
7.2	Grievance Steps	17
7.5	Time Limits	20
8	Expressions of Dissatisfaction	20

Article	INDEX	Page
	Seniority	
9	Seniority Rights	22
9.2	Promotions and Vacancies	23
9.3	Discharge and Demotions	24
9.4	Layoffs	25
9.5	Recall from Layoff	29
9.6	Seniority After Interrupted Service	29
9.7	Loss of Seniority	30
10	Jurisdiction. New Devices & Methods	31
10.2	New Devices and Methods	34
	Benefits	
11	Employee Benefits	35
11.2	Sick Leave	36
11.3	Leave for Employees with Child Care Responsibilities	38
11.4	Pension Plan	38
11.5	Bereavement Leave	39
11.6	Witness and Jury Duty	40
11.7	Leave of Absence	40
11.8	Education and Training	41
	Travel	
12	Travel Provisions and Expenses	41
12.1	Transportation	41
12.2	Expenses	43

INDEX

Article		Page
13	Annual Vacation and Paid Holidays . .	45
13.1	Annual Vacations	45
13.2	Paid Holidays	47
13.3	Scheduling of Christmas and New Year's	49
Work Schedules & Premiums		
14	Hours and Scheduling of Work	50
14.1	Work Week	50
14.2	Tour of Duty	51
14.3	Overtime	52
14.4	Posting of Schedules	52
14.5	Scheduled Days Off	55
14.6	Work on Scheduled Days Off	55
14.7	Turnaround	57
14.8	Call-Back	58
14.9	Temporary Upgrades	59
14.10	Excessive Hours and Safety	59
15	Meal Periods and Break Periods	60
15.1	Meal Periods	60
15.2	Second Meal Period	60
15.3	Meal Displacement	60
15.4	Rest Periods	62
Wages		
16	General Wage Provisions and Wages	62
16.8	Jobs and Groups	65
16.8.3	Clerical Groups / Broadcast Groups	66
16.8.4	Salary Scales- Clerical	67
	- Broadcast	68

INDEX

Article		Page
16.9	On-Air Talent Fees	71
16.10	Clothing Allowance	71
17	Non-Competition	72
18	Union Activities and Responsibilities	73
19	Notice of Resignation.	73
20	Duration	74
	Signatories	75
	Letter of Understanding #1	77
	Letter of Understanding #2	78
	Letter of Understanding #3	79

THIS AGREEMENT executed between

SKEENA BROADCASTERS, a division of Okanagan
Skeena Group Limited,

Hereinafter referred to as "the Company"

Party of the First **Part**,

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS - 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 adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definitions

2.1 Employee

The term "employee" as used in this agreement shall mean any person employed in a group included within the bargaining unit referred to in Article 2.2. It shall include any person employed in any ~~job~~ or group created in the future if that person is included by mutual consent or that person has been included by a decision of the Canada Labour Relations Board.

2.1.1 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

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 April 15th, 1987 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board, but with the exception noted below:

2.1 The Union agrees to the exclusion of casuals. A casual worker is defined as a person employed on an irregular, sporadic, as needed basis, on each occurrence for a fixed term not to exceed five (5) consecutive working days.

2.3 Employee Categories

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) consecutive 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. The employee and the Union Local President shall be advised of such extension and the reasons therefore, in writing. During the probationary period, the Company may release the employee at any time. It is agreed that rights exercised under this Article shall be exercised in a bona-fide non-arbitrary manner.

2.4 A part-time employee is defined as an employee of the Company who is hired to work on a regular basis, averaging less than forty (40) hours per week for Operational staff or less than thirty seven and a half (37.5) for Clerical staff; or is hired for a temporary assignment such as maternity leave, summer relief, vacations, etc.; or for a specific project(s) of a projected length(s). Such employees shall be paid on an hourly basis at a rate equal to

1/173rd (Operational staff) or 1/163rd (Clerical staff) of the monthly salary in the classification to which the employee is assigned.

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

- (a) Article 8 shall apply to regular part-timers only.
- (b) Article 9.1 - Company seniority shall be applied separately, except in the case of layoffs where seniority shall apply bargaining unit wide, for part-time employees as a group distinct from full-time employees, and shall count from the date of hire with the Company, subject also to Article 9.1.1.

Part-time employees who are subsequently hired on a full-time 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 shall be calculated accordingly. Such employees shall be probationary employees for a period of three (3) months from the date of full-time employment with the Company. The Company may extend the probationary period for a further three (3) months prior to the end of the designated probationary period. The employee and the Union Local President shall be advised of such extensions, and the reasons therefore, in

10

writing. During the probationary period, the Company may release the employee at any time.

- (c) Article 9.4.2 to 9.4.5 (inclusive) and 9.5 - However, **when** part-time employees 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 averaged over the previous twelve (12) weeks worked, in lieu of notice.
 - 2: Part-time employees hired to work on a specific project, production, vacation, maternity, or other relief, for a specific period of time, shall be considered to have received notice at time of hiring.
 - 3: All other part-time employees will not require notice of layoff as provided in this Agreement.
- (d) Article 11 (Employees Benefits): however, part-time employees working twenty (20) hours or more per week on a consistent basis shall be entitled to the benefits of Article 11.1 (a). Further, any of ~~these~~ part-time employees, working twenty (20) hours or more on a consistent basis, shall be entitled to the benefits of Article 11.1 (b) through (g) upon renewal of the contract with the plan

carrier on or about April, 1994. In addition, part-time employees will also receive Sick Leave Benefits as provided in Article 11.2.

"Consistent Basis" shall be as defined by benefits plan carrier.

- (e) Article 13.2 shall apply except that part-time employees shall only be entitled to pay general holidays on which they do not work if they have worked fifteen (15) days within the previous thirty (30) days. Payment shall be calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.
- (f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of three (3) hours per tour of duty.
- (g) Article 14.4.3; Part-timers will be notified of cancellation or change of shift by 12 noon of the day prior. If they are not notified by that time they will be entitled to a minimum of three (3) hours work or credit with respect to the changed or cancelled shift.

(h) Article 15; however, the following shall apply:

Hours Worked	Meal and Rest Periods
3 - 5	15 minute rest period:
6 - 7	15 minute rest period and a thirty (30) minute exclusive meal break;

The first meal period shall be exclusive of hours worked. If working a full day (7 1/2 hours Clerical: ~~or~~ 8 hours Operations/Production) meal periods will be assigned in accordance with Article 15 and Article 15.3 (Meal Displacement) shall apply.

2.4.1.1 It is agreed that the provisions of Article 2.4 above will not be used for the **sole** purpose of eliminating full-time employees.

2.4.2 Part-time employees shall be probationary employees for a period of one thousand and forty (1040) hours worked from the commencement of their employment with the Company. There shall be no extension of this probationary period. Part-time employees shall retain their part-time status upon completion of the probationary period described herein. During the probationary period, the Company may release the employee at any time.

2.4.3 Except for temporary part-time employees and part-time employees hired for specific projects, when a regular part-time employee's hours average forty (40) hours or more (operational/production staff) or thirty-seven and one half (37.5) hours (clerical staff) per week, on a regular basis (i.e. fifteen (15) consecutive weeks), then that part-time employee will be designated as a full-time employee in that position and will be subject to the probationary period described above. This provision, however, shall not apply where the Company can establish that the position will revert to a regular part-time position in the near future.

2.4.4 Practicum Students

Practicum or work experience students shall not be considered as employees under this Agreement; however, such employees shall be assigned to a qualified member of the bargaining unit to receive training both through observation and by performing actual work functions.

ARTICLE 3

Management Rights

3.1 It is recognized that all of the rights, powers and authority of management are retained solely and exclusively by the Company, and remain without limitation in Rights of management. Without limiting

se generality of the foregoing, management rights shall include:

- a) The right to ~~select~~, hire and manage the work force and employees; to transfer, layoff, recall, suspend, and retire employees; to plan, direct, manage and alter all operations; to designate, establish, revise or discontinue divisions; to select and retain employees for positions excluded from the bargaining unit.
- b) The right to maintain order, discipline and efficiency: to make, alter and enforce, from time to time, rules and regulations, policies and work practices to be obeyed by its employees. Before implementing major new rules and regulations directly and substantially affecting the general working conditions, the Company will advise the Union of such ~~proposed~~ rules and regulations; to discipline and discharge employees for ~~just~~ cause.
- c) The right to determine the location and extent of the operations and their commencement, expansions, curtailment ~~or~~ discontinuance; the direction of the work force; the services to be provided; the standards of production; the contracting and subcontracting of work; the schedule of hours of work; the number of shifts; the methods, processes and means of providing any ~~services~~ required; ~~job~~ content and

requirements; quality, job testing and standards the qualification of employees; the right to determine a performer's suitability for programming requirements; the use of improved methods, technical advancement and equipment; whether there shall be overtime and who shall perform such work; the number of employees needed by the Company at any time and how many shall work on any job; operation and administration of the Company's pay system: the number of hours worked, starting and quitting time periods; and generally the right to manage the enterprise and its business without interference are solely the Right of Management.

- (d) The right, and discretion, to control the use of all computers and related equipment including the right of use by non-bargaining unit persons and to limit employees' access to areas or functions within the computers and related equipment as is necessary to their jobs.

3.2 The Management Rights of the Company as set forth above shall be exercised in all respects in accordance with the terms and conditions of this Agreement where they have been specifically limited, abridged, restricted or modified by this Agreement.

ARTICLE 4**Union Rights****i.1 Dues Checkoff**

During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues and/or assessments 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 date of hiring in the bargaining unit. The present rate of deduction is equal to one and two thirds per cent (1.666%) of gross monthly earnings. The Company will be notified by registered mail of any changes to 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 and the respective amounts deducted.

4.1.2 The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company by any employee or employees for the amounts deducted from wages as provided by this Article.

4.1.3 Each year the Company will indicate on the T4 and TP4 slips issued to employees, the total amount of dues deducted at source and forwarded to NABET.

4.2 Notices to the Union

The Company shall provide to the Local Union President two (2) copies of the following within seven (7) working days:

- (a) Notice of hiring, promotion, extension of probation period, suspensions, or any disciplinary actions.
- (b) Upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (c) The Company shall, when notifying a person of his acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be given to the Union Local President in accordance with Article 4.2(a) of this Agreement. The Company shall also provide a copy of the current Collective Agreement to such employee on his first day of work, which shall be provided by the Union.

4.3 Union Access to Premises

Where an accredited Union official wishes access to the Company's premises, at any of its operations, he shall submit a request in writing to the

Company not later than seven (7) days in advance, excluding Saturdays, Sundays and holidays. This time limit and the request in writing may be waived in specific instances by mutual agreement between the Union representative and a designated senior representative of the Company. The notification shall indicate the reason for which access is requested.

4.3.1 Where authorization is given pursuant to 4.3 it shall only be given to carry out observations at reasonable times; such observations shall be carried out in such a way as not to interfere with the normal operations of the Company and may be subject to accompaniment by a senior representative of the Company.

4.3.2 Requests pursuant to this Article will not be unreasonably withheld.

4.4 **Union Bulletin Boards**

The Company agrees to the posting by the Union, of announcements regarding elections, meetings and internal affairs of the Union, a copy of which will be supplied to the Company at the time of posting. Any other information concerning labour affairs will require prior approval from the Company before posting. The Company will not withhold approval unreasonably.

4.4.1 The Company agrees to make space available for a Union bulletin board in the staff room at each of

its locations for the posting of Union notices as provided in 4.4. The cost of these bulletin boards will be the ~~sole~~ responsibility of the Union.

4.5 Leave for Union Activities

Upon request by the Union, leave without pay will be granted to ~~one~~ (1) employee per year who is duly authorized to ~~represent~~ employees of this bargaining unit at the Annual Regional Advisory Board meeting ~~or~~, alternatively, at a Labour Education Seminar. In addition, once every four years, one additional leave of absence without pay will be granted for one employee to attend the National Council Meeting/Convention. Such leaves of absence shall be granted where it is not disruptive to operations to do ~~so~~. The request for such leave shall be submitted in writing at least fifteen (15) days in advance. Such leave requests will not be unreasonably denied.

4.5.1 Upon request by the Union, the Company agrees to release without pay, up to three (3) employees to attend negotiating sessions with Management. Such sessions will be scheduled in accordance with operational requirements. Leave credits and other earned benefits will continue to accrue. A request for such release shall be submitted in writing, seven (7) days in advance of the first meeting.

ARTICLE 5**Non-Discrimination**

- 5.1** The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his lawful activity or lack of activity in the Union.

ARTICLE 6**No Strike Clause**

- 6.1** The Union will not cause or permit members of the bargaining unit to cause, nor will any member of the bargaining unit 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 or permit a lockout of any of its locations during the term of this Agreement.
- 6.2** The Company will not require employees to go to any other radio station, television station, transmitter or studio to perform the duties of persons at a location where a lawful strike is in progress. Nor

will the Company require any employee to perform the duties of other staff members engaged in a lawful strike.

6.3 Any employee covered by this Agreement shall have the right to cross or refuse to cross a legal picket line; and such crossing or refusal to cross shall not be considered grounds for disciplinary action by either party to this Collective Agreement.

6.3.1 The provisions of 6.3 shall not apply to News staff where the nature of the assignments require such crossing.

ARTICLE 7

Grievance Procedure

7.1 "Grievance" shall mean any complaint or claim brought by the employee, the Union or the Company 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. Any such grievance may be subject to consideration and adjustment as provided in the following articles on Grievance Procedure.

7.1.1 The Union shall provide notification to the designated senior or representative of the Company of the employee designated by the employees as their

Chairman of the Grievance Committee. The Company's senior designated representative shall be notified in writing of any changes to this appointment as ~~soon~~ as possible, but no later than five (5) working days of the change.

7.2 An employee shall first discuss his grievance informally with his immediate supervisor or department manager and attempt to settle the matter. If the employee ~~so wishes~~, he may ~~be~~ accompanied by a member of the Grievance Committee who may take part in the discussions. Should this procedure be unsuccessful, 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 a designated senior representative of the Company ~~within~~ ten (10) working days of the arising of such grievance. A copy shall also be delivered simultaneously to the employee designated by the employees as the Chairman of their Grievance Committee.

STEP 2: The grievance shall ~~be discussed~~ with the designated senior representative of the Company and the local Grievance Committee, consisting of not more than ~~two~~ (2) members. Such meeting shall take place within ten (10) days of the written request for ~~the~~ meeting. The written

request for such meeting must be made within two (2) working days of the delivery of the grievance as noted in Step 1.

STEP 3: If the grievance is not settled within ten (10) working days after the meeting described in Step 2, the matter shall be referred to the President of the Company and the Local Union President and/or the Regional NABET representative, or their designees, for further discussion and consideration.

STEP 4: In the event that the representatives 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) working 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 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. The person selected/appointed in accordance

with the above must agree to render an award within ninety (90) days from the date of the last day of the hearing.

7.3 The arbitrator shall not have the power to change, modify, extend or amend the provisions of the Agreement, but shall have the power to direct, if he thinks it proper, that any employee who has been suspended, discharged, or otherwise disciplined without just cause shall be reinstated either with full pay or less than full back pay, with or without any other benefit under this Agreement which may have been lost or he may dispose of the case in any manner which he deems appropriate.

7.3.1 The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement in so far as shall be necessary to the determination of the grievance or dispute.

7.4 If either of the parties to this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by either 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 Article 7.2. The time limits, however, for any such grievance are as set forth above.

7.5 Time Limits

Any time limit mentioned under grievance procedure shall exclude scheduled days off and Paid Holidays and vacations of the employee and/or manager concerned, and may be extended by mutual written consent.

If a grievance is not **submitted** within the time limits specified, then it will be deemed to be abandoned and forfeited and all rights ~~or~~ recourse to the grievance procedure will be at an end. Failure of the employer to **answer** a grievance within the time limits specified will ~~automatically~~ advance the grievance to the next ~~step~~.

7.6 Employees required to attend arbitration proceedings shall do ~~so~~ without pay.

7.6.1 Employees **shall** suffer no loss of pay ~~or~~ other ~~benefits~~ while attending grievance meetings scheduled during their regularly ~~assigned~~ tour of duty. Such meetings may be scheduled outside the regular tour of duty without pay.

ARTICLE 8**Expressions of Dissatisfaction**

8.1 An employee shall be notified in writing, of any expression of dissatisfaction concerning his **work**,

within ten (10) working days of the cause for dissatisfaction becoming known to his immediate supervisor or Department Manager. The employee shall be furnished with a copy of any such expression of dissatisfaction which may be detrimental to his advancement or standing within the Company, as soon as possible. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time.

- 8.1.1** The employee shall sign the expression of dissatisfaction acknowledging receipt. Such signature shall not be considered as concurring with the contents.
- 8.2** The employee's reply in writing to such expression of dissatisfaction if received within ten (10) working days after he has been given the notice referred to in Article 8.1 above, shall become part of his record. If such reply is not received, it will not become a part of his record for use by him at any time.
- 8.3** An employee shall have access to his personnel performance file in the presence of his department manager during office hours, at a mutually agreeable time, but in no event later than three (3) working days after the initial request.
- 8.4** The record of an employee will not be used against him for any purpose for something that occurred more than twenty-four (24) months prior to

the latest related incident. Notwithstanding this provision an arbitrator who has first ruled that discharge or discipline is excessive may then examine the employee's entire work record, as set out in Article 8.1, to determine what if any, discipline should be substituted.

- 8.5** 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 out such duties for the Company; but this shall not be construed to prevent the filing of a grievance by the Union or any employee against the Company in respect of actions of any such member acting in a supervisory capacity in carrying out his duties for the Company.

ARTICLE 9

Seniority Rights

- 9.1** Company Seniority shall commence upon successful completion of the initial probationary period but shall be calculated as of the date of hiring by the Company.
- 9.1.1** Subject to 9.1 above, Company seniority shall be deemed to have commenced or the date of hiring by the Company and shall be equal to the length of continuous service with the Company. Company

seniority shall relate to ~~the~~ order of layoffs, ~~promotions~~, severance pay and ~~the~~ choice of vacation periods, as provided for in the applicable articles.

- 9.1.2** Seniority credit shall not accrue ~~on~~ leaves of absence without pay, of 30 calendar days ~~or~~ longer. However, seniority shall accrue for employees ~~on~~ leave due to child care responsibilities as per Article 11.3.

9.2 Promotions & Vacancies

The employee in order of Company seniority, if he meets the ability and qualification requirements set 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 the Article precludes the Company from hiring outside where no person within the bargaining unit satisfies ~~the~~ ability and qualification requirements.

- 9.2.1** Any vacancy in respect of a permanent ~~job~~ shall be posted a minimum of seven (7) days, prior to filling ~~the~~ vacancy. Nothing herein precludes the Company from staffing the posted ~~job~~ ~~on~~ an interim basis, until the vacancy is filled.

- 9.2.2** An employee 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. The Company may, for good reason, during this time ~~period~~, return ~~the~~ employee to his former classification with no loss of seniority. At the conclusion of a successful trial period the employee shall be advised in writing that his promotion has been made permanent.

9.2.3 Employees who ~~perform~~ in a ~~job~~ classification, ~~on~~ a temporary ~~basis~~, different from their regular classification will not be penalized for errors committed during such performance where such errors are the ~~result~~ of a lack of training in that ~~job~~ function.

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

9.3 Discharge and Demotions

~~No~~ employee shall be transferred to a position outside the bargaining unit without his consent, and no employee shall be disciplined ~~or~~ penalized for ~~refusal~~ of such transfer.

9.3.1 An ~~employee~~ who has successfully completed his probation shall only be demoted for just cause ~~or~~, if mutually agreed ~~between~~ the employee and the Company. In such ~~case~~, ~~the employee shall be moved~~

to the lower appropriate group at the same year level as in the previous group.

9.3.2 The discharge of any employee who has successfully completed his probationary period shall only be for just cause.

9.3.3 No employee shall be transferred, except on a temporary basis, to another classification within the bargaining unit without his consent.

9.3.4 No employee shall be transferred to another location of the Company's operations (except on a temporary basis not to exceed two (2) months, in which case, the Company shall pay the employee's reasonable living expenses) without mutual consent and no employee shall be penalized for refusal of such request.

9.4 **Layoffs**

Where layoffs are to be made, the Company shall determine what jobs are to be abolished and the number of employees to be laid off. When layoffs are to be made, such layoffs shall proceed in inverse order of Company seniority within the location of the job classifications affected.

9.4.1 An employee about to be laid off from one job classification who has the ability and qualifications in another job classification, may apply his seniority and revert to such other classification. No employee is to

be displaced by a more senior employee unless the latter possesses the ability and qualifications to perform the **job** filled by the employee with **less** seniority. **It** is agreed that an employee with the ability may require a brief period of familiarization.

9.4.1.1 A laid off employee may have the option of bumping a less senior employee in another location ~~or~~ taking the layoff. Any relocation costs incurred under this provision are ~~solely~~ the responsibility of the employee.

9.4.2 In the event of a layoff, other than a temporary layoff, (for example, layoffs caused by an IBEW work stoppage), the employee affected will receive as much notice as possible but in any event not less than the following:

- (a) Three (3) weeks notice, ~~or~~ three (3) weeks salary in lieu of notice for those employees having completed ~~their~~ probation period, but less than ~~two~~ (2) years of continuous ~~service~~; ~~or~~
- (b) Five (5) weeks notice, ~~or~~ five (5) weeks salary in lieu of notice shall be given for those employees having completed ~~two~~ (2), but less than three (3) years of continuous ~~service~~; ~~or~~
- (c) Six (6) weeks notice, ~~or~~ ~~six~~ (6) weeks salary in lieu of notice shall be given for employees who have

completed three (3) or more years of continuous service.

This section shall not apply to those instances when an employee is laid off and is subsequently offered temporary work, and upon completion of such, is laid off again.

Where a temporary layoff becomes a permanent layoff, affected employees will be entitled to the balance of the notice or payment in lieu as defined above.

9.4.3 Employees laid off and deemed terminated pursuant to the applicable statute or this Agreement, will receive severance pay equal to two (2) weeks' salary for each year of continuous service to a maximum of fifteen (15) weeks' severance. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month.

Employees, once laid off, may elect to receive severance pay, as described above, at any time after the date of layoff, in which case the employee shall be considered terminated and will have no further rights under Article 9.5 (Recall From Layoff).

The above noted severance payment shall be deemed to include any severance required pursuant to the applicable statute or this Agreement.

- 9.4.4** When an employee is laid off ~~or~~ otherwise absent from active employment with the employer, the Company **will** continue its portions of the payment of premiums for basic medical insurance payments, at the employee's request, for the period of layoff ~~or~~ other absence from active employment up to a maximum of six (6) months ~~or~~ until the employee is eligible for benefits **elsewhere**, it is understood that the employee must pay his/her portion of premium payments ~~on~~ a monthly basis.
- 9.4.5** The Company agrees that it will not consistently schedule overtime in order to affect ~~or~~ extend layoffs.
- 9.4.6** An employee who has reverted to a lower salary group and whose **salary** is higher than the maximum of this **group**, shall revert to the lower rate closest to his previous salary.
- 9.4.7** An employee who has bumped into a lower rated classification in accordance with Article 9.4.1 shall retain first recall rights to his previous classification when a vacancy occurs therein.
- 9.4.8** Bumping rights must be exercised within three (3) working days of a layoff notice being received. It is further agreed that there shall be a maximum of three (3) bumps on any given layoff.

9.5 Recall from Layoff

When vacancies occur, the Company agrees to recall, in order of Company seniority, former employees who have been laid off for a period not exceeding layoff rights as per Article 9.6, provided the employee possesses the ability and qualifications required to fill the vacancy.

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

9.5.2 Where a vacancy occurs in a location other than the location from which the employee was laid off, the employee will have the option of moving to the new location at his own expense or remaining or layoff for the next vacant position in his own location.

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

9.6 Seniority After Interrupted Service

When an employee who has completed his probationary period is laid off, he shall retain his seniority and recall rights for a period of twelve (12) months.

9.6.1 Seniority for the purposes of this ~~section~~ shall continue to accrue to a maximum of three (3) months.

9.6.2 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 Company seniority shall be considered unbroken.

9.7 Loss of Seniority

Seniority shall ~~be~~ lost and the employee shall ~~be~~ considered terminated if

- a) ~~He~~ voluntarily ~~leaves~~ the employ of the Company;
- b) ~~He~~ is discharged for just cause and is not reinstated through the grievance procedure;
- c) After a layoff, fails for ~~two~~ (2) days to report for work after notifying the Company of his intention to return to work according to Article 9.5.1;
- d) The period of recall rights as outlined in Article 9.6 above has lapsed and such employee has not been recalled to work in accordance with Article 9.5;
- e) ~~He~~ requests and receives severance pay;
- f) ~~He~~ is absent from work for more than one (1) full tour of duty without notifying the Company, unless

he gives reasons satisfactory to the Company for his failure to ~~so~~ justify.

ARTICLE 10

Jurisdiction New Devices and Methods

10.1 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 the provisions of this Collective Agreement, or as required under CRTC licensing provisions.

10.1.1 The Company agrees not to transfer, assign, contractor ~~sub-contract~~ any work or function described **above**, but it is agreed that the following work practices by persons outside the bargaining unit, as defined in Article 2.2 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) Employees of the Company not covered by this agreement shall be allowed to perform bargaining unit work as per current and past practice; for

clarity, the Union acknowledges the right of the Company to, from time to time, initiate on-air events on special occasions that may require non-bargaining unit employees' full participation. No penalty or premium shall apply in such instances. The Company agrees to provide notification of such events to the Union President and to affected bargaining unit employees at the earliest possible time.

- c) For the purposes of news/sports/public affairs coverage, the Union agrees that the Company shall not be restricted in any way in the use of casual freelance reporters. In particular, but not to limit the generality of the foregoing, nothing in this Article shall preclude the Company from using such services as Western Information News Services, Broadcast News, Satellite Radio Network, and/or any accredited or affiliated news or network service or any voice reports or news or sports material as supplied by outside sources.
- d) The Union agrees that the employer may use advertising copy and material prepared and/or performed by persons or firms outside the bargaining unit.
- e) Notwithstanding Article 10.1, the Company may contract out work where suitably qualified staff and/or equipment are not available to complete the work within the time limits required.

- f) Community or local persons, as in the past, may host or provide talent services for community programming.
- g) The Company may, as in the past, use specialty programming, music or network affiliated services from outside sources.
- h) All computer functions and related equipment, including but not limited to, repair and maintenance of same.

10.1.2 It is agreed by the parties that subsections (a) through (h) inclusive represent a clear understanding of duties performed by non-bargaining unit employees and contractors and the use of outside programming. The parties recognize that further expansion of these practices and methods may be subject to the grievance procedure in this contract if either party feels that the intent of this Article is being abused.

10.1.3 It is agreed that the provisions of Articles 10.1 and 10.1.1 shall not be used to affect a lay-off or to avoid the recall from lay-off of employees in the bargaining unit.

10.1.4 Where the Company can demonstrate a severe economic downturn the provisions of Article 10.1.3 may not apply to the displacement of bargaining unit employees by management personnel. In such circumstances the Company agrees to meet with the

local Union President and/or Regional Representative to discuss the changes.

10.2 New Devices and Methods

In the event that the Company introduces or permits to be used, any process, machinery or equipment which substitutes for, supplements or replaces any process, machinery or equipment being operated as of the date of this contract by employees within the bargaining unit, such process, machinery or equipment shall be operated by employees in the bargaining unit herein set forth with a reasonable period of training provided. Nothing stated herein shall limit non-bargaining unit employees from operating such processes, machinery or equipment.

10.2.1 Where in the opinion of the Company, employees affected by technological change cannot be retrained in order that they continue in their existing function, or reclassification, the provisions of Article 10.2.2 shall prevail. Opportunities for retraining shall not be unreasonably denied.

10.2.2 Should the introduction, replacement supplementation or modification of such machinery or device result in the layoff of employees, the Company agrees to give the Union and the employee involved as much advance notice as is practicable, but in no case less than one hundred and twenty (120) days notice. If this notice is not given then the employee laid off will be entitled to pay in lieu of said notice plus all other

benefits for the ~~m e~~ period. This notice ~~or~~ payment in lieu ~~of~~ notice shall be in lieu of any other notice requirements in this Agreement.

- 10.3** The parties agree that ~~Sections~~ 52, 54 and 55 of ~~the~~ Canada Labour Code do not apply during the term of this Collective Agreement to this employer and the Union.

ARTICLE 11

Employee Benefits

- 11.1** The Company agrees to ~~continue~~ to make available to eligible ~~employees~~ the following benefits at the following premium ~~sharing~~ **ratio**:

	Company	Employee
(a) Provincial Medical Plan	70%	30%
(b) Group Life insurance	70%	30%
(c) Accidental Death and Dismemberment	70%	30%
(d) Weekly Indemnity	70%	30%
(e) Long Term Disability		100%
(f) Dental Plan	70%	30%
(g) Extended Health Plan (Incl: Vision Care)	70%	30%

- 11.1.1** All benefit plan coverage, terms, conditions, and specific eligibility requirements shall, at all times, be subject to, and governed by, the actual terms and conditions of the plans and policies actually underwritten by the respective carriers, and as amended from time to time by the respective carriers. The employer's obligation shall be limited to payment of premiums. It is further agreed that the employer shall give assistance where necessary in the processing of any claim.
- 11.1.2** Any benefit plan descriptions contained in this Agreement, or any other Agreement provided through the employer, the Union or employees is solely for the purpose of general description and information and the benefits provided are subject to the terms of the policy of insurance arranged by the employer. Specifically, without limiting the generality of the foregoing, only permanent, non-probationary employees can become eligible to participate in the insurance benefits.
- 11.1.3** During the term of this Agreement, the employer may change insurance carriers, and it is agreed that the level of benefits provided in the actual policy shall not be reduced during the term of this Agreement. Before changing carriers the Company will advise the Local Union President of the same.
- 11.2** Sick Leave
An employee shall offer proof, satisfactory to the Company, of his illness or injury of three (3) days or

more, if requested to do so by the Company. Notwithstanding this provision the parties agree that any employee who abuses the sick leave privilege may be subject to discipline, up to and including discharge.

Where the Company has a bona fide reason to believe an employee is abusing sick leave, the employee may be required to justify any leave taken under the provisions of this Article.

11.2.1 When taken ill, an employee shall notify his department head or senior management as soon as possible prior to the commencement of his shift.

11.2.2 The Company will grant, subject to operational requirements, time off with pay to employees for their medical, dental or eye appointments. Such time off shall not be unreasonably denied. The employee shall obtain in advance written/signed approval from his manager. Employees will make every effort to schedule their appointments during non-working hours or on days off. When such time is taken by the employee, the Company may adjust the employee's shift schedules or require the time to be made up that day without premium or penalty.

11.2.3 During an absence due to illness or injury, and while the employee remains employed, benefits shall continue at the appropriate cost sharing rate, for a minimum of six (6) months if the employee remains eligible under the plan. It is understood that the

employee must pay his portion of premium payments on a monthly basis. Further, seniority shall continue to accrue for a period not exceeding six (6) months.

11.3 Leave for Employees With Child Care Responsibilities

The Maternity Child Care provisions of the Canada Labour Code shall apply to all cases of such leave. The Company, upon request by the employee, will provide a copy of information respecting Maternity Leave as provided by Labour Canada.

11.3.1 An employee who has completed probation shall be entitled to paternity or adoptive leave of two (2) days with no loss of pay or benefits. At the employee's option he may take one or both days within ten (10) days of the birth and/or within ten (10) days of the child coming home.

11.4 Pension Plan

The Pension Plan in existence at the time of signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of the plan then in effect and of Provincial and/or Federal legislation. Each employee enrolled in the Pension Plan shall receive annually as provided by the carrier, a statement of all contributions. The Company shall not be held responsible for any changes to the existing Pension Plan where initiated by the carrier. The Company's obligations shall be limited to the payment of its portion of pension premium

contributions. The Company retains ~~the~~ right to change ~~carriers~~ at any time, provided that if a change occurs, the ~~resulting~~ benefits are no less favourable than those provided at the time ~~of~~ signing of this Agreement.

11.5 Bereavement Leave

In the event of death in the employee's immediate family, bereavement leave with pay of three (3) working days will be granted by the Company. Immediate family is defined as an employee's parents, ~~spouse~~, children, legal guardians, brothers, sisters, ~~parent/brother/sister~~ - in - law and grandparents.

11.5.1 When travel time is necessary, up to ~~two~~ (2) additional days with pay ~~shall~~ be granted.

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

11.5.3 The Company recognizes common-law relationships as immediate family. A common-law ~~spouse~~ is defined as a cohabitant of ~~one or more years~~ who has been publicly represented as a ~~spouse~~.

11.5.4 For ~~the purposes~~ of this Article (Bereavement Leave) working days shall exclude ~~scheduled~~ days ~~off~~ and Paid ~~Holidays~~ of the employee concerned.

11.6 Witness and Jury Duty

When an employee is called to ~~serve~~ as a juror or is subpoenaed as a witness, he shall ~~be compensated~~ for the difference between the payment received for such jury or witness duty, and the payment he would have received at his basic hourly rate, unless such duty payment is the greater of the ~~two~~. Employees are required to return to work on those regular work days where attendance is not required at the courts or where only a portion of the day is spent serving as a juror or witness, providing there is 1-1/2 hours or more remaining in their tour of duty. In any event, no employee shall ~~be~~ expected to work more than the combined total of hours included in their normal work day, except in the case of necessary overtime.

11.6.1 The ~~continued~~ application of this provision may ~~be~~ reviewed and limited by the Company after ten (10) working days have been lost as a result of such court attendance.

11.6.2 Article 11.6 shall not apply where an ~~employee~~ is called as a ~~witness~~ against the Company.

11.6.3 Article 11.6 shall not apply where an employee is called to an ~~arbitration~~ hearing.

11.7 Leave of Absence

The Company will consider, on an individual basis, all requests for long term leaves of absence

without pay. Such leaves shall be granted at the discretion of the Company, except as specifically provided elsewhere in this Agreement.

11.8 Education and Training

The Company will continue to support staff development and education. Where the Company deems appropriate, and with prior written approval, it will reimburse employees for the costs or portion thereof of tuition and books. Any reimbursement agreed to will only be paid upon successful completion of such approved education or training.

ARTICLE 12**Travel Provisions and Expenses****12.1 Transportation**

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

12.1.1 In such authorized cases the Company shall reimburse at the rate of twenty-nine cents (~~\$0.29~~) per kilometre, with a minimum payment of three dollars (~~\$3.00~~) for each completed trip.

- (a) For clarity, the Company shall reimburse as follows for travel between its offices:

Terrace to Kitimat (return)	128 kilometres
Terrace to Prince Rupert (return)	330 kilometres
Terrace to Smithers (return)	498 kilometres

12.1.2 The use of an employee's vehicle on Company business is not compulsory, and he may decline to do so under normal circumstances. However, in the case of an emergency, an employee's agreement to use his vehicle will not be unreasonably withheld.

12.1.3 Where in the use of his vehicle in connection with Company business, an employee becomes involved in an accident and the damage to his 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 to a maximum of three hundred dollars (\$300.00). The company will not consider any payment where the accident was due to an employee's negligence where such negligence was proven in a court of law.

12.1.4 The Company agrees to continue its present practice to maintain adequate liability insurance on all vehicles owned, rented or leased by the Company which it may request the employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents while operating Company vehicles when on

an assignment except in cases of proven negligence or impairment.

Employees, while operating Company vehicles, must operate the vehicle in a safe and lawful manner. Failure to do so may result in disciplinary action.

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

12.2 Expenses

For the purposes of this Agreement, an out of town location is defined as any point beyond a seventy (70) kilometre radius of the employee's normal place of employment, or requiring overnight accommodation.

Notwithstanding the above, employees assigned to work in Kitimat, whose normal place of work is Terrace, shall on occasion be entitled to meal compensation as per Article 12.2.1 at the discretion of the Company. For an employee whose normal place of work is Kitimat, the same shall be true in the reverse. The Company will apply its discretion in a fair and equitable manner.

- 12.2.1** When an employee is assigned to an out-of-town location, the Company shall pay the following meal compensation:

Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	\$18.00

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

For clarification of this Article, "breakfast" shall be deemed between 0201 and 1100 hours; "lunch" shall be deemed between 1101 and 1500 hours; and "dinner" between 1501 and 0200 hours.

12.2.2 Employees on 'out-of-town' assignments shall receive reimbursement of all reasonable expenses. If the assignment extends overnight, single occupancy accommodation will be provided as chosen by the Company. Booking of accommodation will be made through the location manager.

12.2.3 If an employee requests it, cash will be advanced to him in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must furnish receipts accompanied with the appropriate Company expense forms, completed by the employee and authorized by his Department Manager within two (2) working days after completion of the assignment. Any other reimbursement of expenses must adhere to this provision.

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 the anniversary date of employment as shown in the table below:

Years of completed service as of the date	Duration of vacation in working days	% of gross earnings of employment
1	2 weeks	4%
2	2 weeks and 1 day	4.5%
3	2 weeks and 3 days	5%
4	2 weeks and 4 days	5.5%
5	3 weeks	6%
6	3 weeks and 1 day	6.5%
7	3 weeks and 2 days	7%
8	3 weeks and 3 days	7.5%
9	3 weeks and 4 days	7.5%
10 +	4 weeks	8%
15 +	5 weeks	10%

13.1.1 If employment is terminated for any reason, accrued vacation credits shall be paid to the employee.

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 within their department or a location basis. On-air and operations staff will not be allowed vacation during a ratings period nor in the one week prior to the ratings period. The employee's application shall be submitted in writing in a form prescribed by the Company, prior to April 1st. 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 otherwise mutually agreed. Any vacation request made after April 15th that, on a Departmental basis, is not in conflict with the finalized vacation schedule as noted above, shall not be unreasonably denied.

13.1.3 Every employee who is entitled to three weeks of vacation or more shall be entitled to have at least three (3) weeks of his vacation period scheduled consecutively unless requested otherwise by the employee. In the event of unforeseen operational requirements, an employee's vacation period may be rescheduled where there is mutual agreement between the employee and the Company.

13.1.4 In special circumstances a maximum of one (1) year's annual vacation may be carried forward to the next vacation year by mutual agreement between the Company and the employee.

13.1.5 In the event of the death of an employee, the value of any vacation credits which are accrued to the employee shall **be** paid to his estate.

13.2 Paid Holidays

The Company recognizes the following as paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

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

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

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

- (a) If the holiday **falls** on a regular working day and the **employee** is not required to work, he shall receive his normal basic pay for **such** day.
- (b) If the holiday **falls on** a regularly scheduled day off or during his vacation period, he may add one

(1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time.

(c) If the holiday falls on an employee's scheduled work day and the employee is required to work, he shall receive two and one half (2-1/2) times his basic rate (which rate shall include his basic rate) with a minimum credit of four (4) hours except that all hours worked or credited in excess of the normal work day (eight (8) hours for broadcast/operational staff or seven and one half (7-1/2) hours for clerical staff), he shall be paid at an additional 1/2 times the above hourly rate of the employee.

(d) If the holiday falls on a scheduled day off and the employee is required to work, he shall receive three (3) times his basic rate (which amount shall include his basic rate) with a minimum credit of four (4) hours, except that all hours worked or credited in excess of the normal work day (eight (8) hours for broadcast/operational staff or seven and one half (7-1/2) hours for clerical staff) will be paid an additional 1/2 times the above hourly rate of the employee,

13.2.2 With respect to Article 13.2.1 (c) or (d), an employee, at the discretion of the Company, shall be permitted to add one (1) day off to his 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 (operational/ production staff) or seven and a half (7-1/2) hours (clerical staff) times the basic hourly rate only from the holiday pay earned under either Article 13.2.1 (c) or (d). The employee shall indicate his preference on his time sheet and by memo to his department head or manager for such holiday.

13.3 Scheduling of Christmas and New Year's

Before November 15th of each year the Company will ascertain the wishes of the employees regarding the scheduling of Christmas and New Year's holiday.

13.3.1 These Christmas and New Year's holiday schedules shall be posted not later than the 30th of November.

13.3.2 An employee shall be scheduled off on either:

- a) Christmas Day or
- b) New Year's Day or
- c) Another day

if requested by the employee. The employee shall not be scheduled past 1:00 p.m. for clerical staff or 6:00 p.m. for operational staff, subject to operational requirements or assignment to work past these designated times, on the eve of the holiday which he receives off. In the event of a conflict between employee requests, the senior employee within the Department shall be given preference.

- 13.3.3** This Article shall not apply where an employee requests in writing to the Company that he be allowed to work both days.
- 13.3.4** It is mutually agreed that the employees and the Company shall work out details of application, with regard to Article 13.3.3, which will waive premium payments to ensure there will be ~~no additional~~ cost to the Company as a result of ~~accommodating~~ employee preferences, and further, any grievance resulting from such ~~application~~ shall only involve the time limits or lack of applying seniority appropriately.

ARTICLE 14

Hours and Scheduling of Work

14.1 Work Week

The full-time work week shall be forty (40) hours per week for ~~operation/production~~ staff, thirty-seven and one-half (37-1/2) hours for clerical staff. The work day shall consist of eight (8) consecutive hours for ~~operation/production~~ staff and seven and one-half (7-1/2) for clerical staff, exclusive of a one (1) hour meal period. The work day shall be inclusive of any break periods.

- 14.1.1** Employees shall not be required to stand by during their off hours.

14.1.2 The work week shall commence at 12:01 a.m. on Monday.

14.1.3 "Days" or "working days", as used throughout this agreement, shall mean Monday through Sunday, unless otherwise specified.

14.2 **Tour of Duty**

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

14.2.1 Except for those employees specifically hired to work a split shift, such split shifts may otherwise be assigned to clerical or operational/production employees only where mutually agreeable between the employee and the Company.

14.2.1.1 Scheduled overtime or call back, regardless of when such is required to be worked, shall not be interpreted as a split shift.

14.2.1.2 Part-time employees are not considered to be working a split shift when they cover non-consecutive assignments.

14.3 Overtime

All time worked in excess of eight (8) hours for Operational/Production staff and seven and one-half (7-1/2) hours for Clerical staff in any one 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 All overtime, in order to qualify for overtime compensation, must be authorized or approved by the appropriate manager.

14.3.2 By mutual agreement between the employee and the Company, time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time.

14.3.3 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.

14.4 Posting of Schedules

Each employee's schedule for any week shall be posted as early as possible, but in no event later than

12:00 noon on the Wednesday immediately prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time.

- 14.4.1** Each employee's schedule shall state clearly the daily starting time, meal period(s), finish time and days Off.
- 14.4.2** In the event that the employee's schedule for any week is not posted in accordance with section 14.4 and 14.4.1 of this article, his previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of this Collective Agreement.
- 14.4.3** After posting as per Article 14, there shall be no reduction in hours scheduled for any day in the week without notice being posted by 12:00 noon the day prior to the day in question. The Company shall make every reasonable effort to contact the employee with notice of such change.
- 14.4.4** Notice of change of shift schedule shall be given no later than 12:00 noon of the day prior to the day of 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 at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice when such notice is

posted. The Company will make ~~every~~ reasonable effort to notify the employee directly if the employee is off duty or assigned to work outside of their normal place of work. Should such ~~reasonable~~ efforts fail, the Company shall not be liable for payment for originally scheduled hours.

14.4.5 The notice referred to in **14.4.3** and **14.4.4** herein shall be deemed to be waived where unforeseen circumstances such as natural disaster, sickness, accident, network scheduling changes, compassionate leaves, malicious damage etc. beyond the control of the Company prevail on the day in question.

14.4.6 Except where employees are hired to work specific weekend shifts, the Department Head or Manager will arrange, where possible, work week schedules ~~so~~ that each employee shall have at least four **(4)** weekends off per broadcast quarter, unless agreed to otherwise by the employee and management.

14.4.7 Except where employees are hired to work night shifts, work schedules of employees shall be ~~so~~ arranged where possible, whereby no employee shall be required to work more than three (3) consecutive calendar weeks (15 working days) on the night shifts. Where possible ~~the~~ starting time during any work week shall be consistent.

14.5 Scheduled Days Off

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 ten (10) consecutive tours of duty.

14.5.1 The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of eleven (11) hours for a total of fifty-nine (59) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of eleven (11) hours for a total of thirty-five (35) 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

When an employee works on a scheduled day off, work performed up to and including eight (8) hours for operational staff or seven and a half (7-1/2) for clerical staff on that day shall be compensated as follows:

- a) If work is performed or credited on a scheduled day off in a week, time and one-half (1-1/2) for all

hours worked with a minimum credit of four (4) hours.

- b) If work is performed ~~or~~ credited ~~on~~ consecutive days off, time and one half (1-1/2) basic for the first day worked and double (2) times for the ~~other~~ day off worked in that sequence with a minimum credit of four (4) hours.
- c) If work is performed ~~or~~ credited ~~on~~ one (1) day off in a week, double (2) times the basic for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked.
- d) When the hours worked ~~or~~ credited ~~on~~ any day off exceed (12) hours, ~~all~~ time worked ~~or~~ credited in excess of twelve (12) hours will be paid at two and one half (2-1/2) times basic for all hours worked.

14.8.1 All work on days off, in order to qualify for compensation ~~must~~ be authorized ~~or~~ approved by the appropriate manager prior to the work being performed.

14.8.2 Part-time employees are excluded from the provisions of this Article unless and until a full-time work week has been completed immediately prior to such additional work being performed ~~on~~ the sixth ~~or~~ seventh day in a work week.

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

14.6.4 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. 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.

14.7 Turnaround

A turnaround period is the period of at least eleven (11) hours ~~between~~ the end of one (1) tour of duty and the commencement of the next tour of duty.

14.7.1 All time worked which encroaches on the turnaround period shall be paid at an additional one-half (1/2) the basic hourly rate computed separately from the work week except as provided in Article 14.7.2.

14.7.2 No payment shall be made for the following encroachments:

- (a) On a swing 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.
- (c) When there is mutual agreement between the employee and the Company.
- (d) Where the encroachment occurs as a result of call-back.
- (e) Radio Remotes
- (f) Time credited but not worked.

14.8 Call Back

Call-back is **defined** as time credited or worked by an employee who, having completed his tour of duty and having left his 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 ~~on~~ which it starts. This Article shall not apply to an employee who is called back due to his unsatisfactory work.

- 14.8.1** Should an employee, who has completed his tour of duty, be called back to work, he shall be paid at the time and ~~one-half~~ (1-1/2) rate with a minimum

credit of ~~two~~ (2) hours including travel time. 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. Call-back shall be computed separately from the work week.

14.9 Temporary Upgrades

In the event that an employee is assigned by the Company to temporarily perform work in a higher rated classification for one (1) full ~~shift~~ or more, he shall be paid an additional ten dollars and fifty cents (\$10.50) for all ~~or~~ part of ~~such~~ tours of duty. This Article will not apply to Temporary Upgrades performed ~~on~~ Paid Holidays.

14.10 Excessive Hours and Safety

The Company agrees to give proper attention to the health and safety of its employees. Having due regard for health and safety and having regard for the work to be performed, the Company agrees to try to schedule the work ~~load~~ so that any individual employee is not scheduled to work excessive overtime hours.

14.10.1 The Company shall continue its current practice of compliance with provisions of Part II of the Canada ~~Labour Code~~ - "Occupational Health and Safety".

ARTICLE 15

Meal Periods and Break Periods**15.1 Meal Periods**

To all tours of duty a first meal period of one (1) hour's duration shall be assigned, beginning not earlier than the start of the third (3rd) hour of the tour and ending not later than the end of the sixth (6th) hour of such tour.

15.1.1 For clarity, all meal periods taken by employees are to be unpaid unless otherwise specifically stated in this agreement.

15.2 Second Meal Period

A second meal period of 30 minutes duration shall be assigned in tours of duty of more than ten (10) hours, during which a first (1st) meal period was assigned. In the event that the second meal period is not taken the employee will receive thirty (30) minutes pay at the appropriate rate. The appropriate rate is that which he would have earned if he had worked for an additional one-half (1/2) hour.

15.3 Meal Displacement

When an employee is not given a meal period as scheduled within the time limits required by Article 15.1 he shall receive, in addition to his regular pay, compensation equal to one-half (1/2) times his basic hourly rate for each hour worked with a minimum credit

of one (1) hour, until the start of the meal period or from the beginning of the meal period given to the start of the scheduled meal period.

15.3.1 The ~~sixty (60)~~ minute meal period referred to in 15.1 may ~~be~~ reduced by mutual agreement ~~between~~ the employee and his department head ~~or~~ manager provided this ~~does not result~~ in the employee working more than eight (~~8~~) hours ~~or~~ seven and one-half (7-1/2) hours respectively at the basic rate ~~of~~ pay.

15.3.2 ~~Notwithstanding~~ Article 15.1, 15.2 and 15.5, ~~Master Control, On-Air personnel and mobile crews or~~ outside ~~assignment~~ shall continue the present practice in receiving meal breaks.

It is therefore understood that meals may be taken at any convenient time during his tour of duty. Such employees will continue to be allowed to eat in designated areas in the building, operational requirements permitting, but are ~~not~~ allowed to leave the building during inclusive meal breaks. Mobile crews ~~on~~ outside assignments shall take their meal break as time permits.

Where inclusive meal breaks are neither scheduled nor taken due to operational requirements, such affected employees shall be entitled to claim a ~~maximum of~~ one (1) hour meal displacement credit.

15.4 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods during each full time tour of duty. Rest periods shall be arranged so as not to interfere with the efficiency of operations. Rest periods shall not be deducted from hours of work.

15.4.1 Rest periods may be waived by mutual agreement between the employee and his supervisor and the tour of duty shall be reduced accordingly.

15.4.2 The Company shall continue the past practice of permitting all employees to consume refreshments at their work stations where permitted.

15.4.3 It is recognized that employees may not from time to time be able to formally take break periods as contained herein. It is understood that in such instances there shall be no claim by the employee or the Union for restitution of any form.

ARTICLE 16**General Wage Provisions and Wages**

16.1 Employees shall be paid according to the wage schedule for the classification for which they are hired and/or assigned, with credit for years of service within their classification and any credit that may be

recognized by the Company ~~at~~ its ~~sole~~ discretion for Industry ~~experience 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 ~~semi-annual or~~ annual anniversary date of hire.

16.3 Where an employee is permanently transferred into a higher pay ~~classification~~ he shall move into ~~the~~ higher salary ~~scale~~ upon successful completion ~~of the~~ trial period as per Article 9.2.2 and receive a salary increase which is at ~~least~~ equivalent to one full increment in his ~~former classification~~, plus the amount necessary to place him ~~on~~ scale in the new classification, and shall ~~automatically~~ progress upward ~~on~~ the anniversary ~~of~~ his date of hiring. In addition, upon ~~successful~~ completion ~~of~~ the trial period, the employee will be paid ~~the salary~~ increase retroactive to the effective date of the permanent transfer.

16.3.1 One (1) ~~full~~ increment ~~means~~ the increase in pay that ~~the~~ employee would have next received had he remained in his former classification, or if he is at ~~the~~ top of his ~~scale~~, the increase he last received in reaching the top rate.

16.4 Salary shall be paid ~~semi-monthly~~ and any approved overtime and/or penalty payments during any pay period will be paid in ~~the~~ following pay period.

- 16.5** In the event pay day(s) occur during an employee's vacation period, he shall, upon written request, receive his pay cheque(s) prior to going on vacation. Such request must be received by the immediate supervisor at least two (2) weeks prior to the date required.
- 16.6** Any employee returning to work in his former classification after a layoff, shall return at the rate of pay according to his classification at the time of said lay-off.
- 16.7** Every employee shall complete a time sheet as prescribed by the Company and/or Labour Canada and shall return the completed time sheet by the deadline as posted by the Company. Compensation for hours not recorded or recorded improperly will be paid on the regular pay cheque following appropriate corrections being made. This time sheet shall be signed by the employee and submitted to his manager for verification. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the time sheets. The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub. In the event of any dispute regarding pay cheques or time sheets, the employee involved shall have access to his pay records upon reasonable notice to the Company.

16.7.1 Time sheets shall not ~~be~~ altered ~~so~~ as to reduce the employee's 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 agreement ~~with~~ the change. When an employee is unavailable due to vacation ~~or~~ illness, he shall ~~be~~ presented with a copy of the changed and initialled time sheet upon his return.

16.7.2 For the purposes of computation and this Agreement, the basic hourly rate of the employees shall be 1/173~~rd~~ of the monthly salary for ~~operation/production~~ staff and 1/163~~rd~~ of the monthly salary for clerical staff.

16.8 Jobs and Groups

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

16.8.2 The term 'group' as used in this Agreement ~~means~~ a number of ~~jobs~~ grouped together, and to which a ~~common~~ wage ~~or~~ salary scale is applied.

16.8.3 Jobs and Groups

The ~~following~~ are the jobs and groups to which this Agreement applies:

Clerical:

Group 1: CSR/Receptionist; Accounting 1

Group 2: CSR 1; Accounting 2

Group 3: CSR 2; Accounting 3

Group 4: Accounting Supervisor

Broadcast:

Group 1: Traffic Clerk; Switcher 1; Radio Board Operator/Announcer; Radio Weekend/Evening Announcer; Community Programmer 1

Group 2: News Reporter/Announcer 1; Sports Reporter/Announcer 1; Switcher 2; Traffic 2; Copy 1; Community Programmer 2; Media Access Co-Ordinator; Daytime Announcer

Group 3: News Reporter/Announcer 2; Sports Reporter/ Announcer 2; ENG/EFP 1; Copy 2; Radio Production Supervisor; Traffic 3

Group 4: News Reporter/Announcer 3; ENG/EFP 2; Morning Announcer

Group 5: Kitimat Office Supervisor; Traffic Supervisor; Creative Director; Assistant News Director

Group 6: Radio Program Director; TV Production Director; News Director

16.8.4 Salary Scales

The following rates are minimum:

Clerical Scales:

	<u>Nov24/94</u>
<u>Group 1</u>	
Start	1,451
3 mos	1,506
1 year	1,588
2 years	1,650
3 years	1,772
5 years	1,895

Group 2

Start	1,688
3 mos	1,742
1 year	1,833
2 years	1,895
3 years	2,018
5 years	2,139

Nov.24/94Group 3

Start	1,848
3 mos	1,902
1 year	2,018
2 years	2,077
3 years	2,198
5 years	2,322

Group 4

Start	2,224
3 mos	2,277
1 year	2,383
2 years	2,444
3 years	2,567
5 years	2,689

Broadcast Scales:Nov.24/94Group 1

Start	1,500
3 mos	1,554
1 year	1,619
2 years	1,680
3 years	1,803
5 years	1,984

Nov.24/94**Group 2**

Start	1,634
3 mos	1,688
1 year	1,742
2 years	1,864
3 years	1,984
5 years	2,230

Group 3

Start	1,768
3 mos	1,822
1 year	1,875
2 years	1,984
3 years	2,108
5 years	2,352

Nov.24/94Group 4

Start	1,956
3 mos	2,010
1 year	2,062
2 years	2,169
3 years	2,291
5 years	2,536

Group 5

Start	2,116
3 mos	2,170
1 year	2,277
2 years	2,415
3 years	2,536
5 years	2,720

Nov.24/94Group 6

Start	2,250
3 mos	2,358
1 year	2,412
2 years	2,536
3 years	2,658
5 years	2,841

16.9 On-air Talent Fee

When a radio announcer is required to work at a remote location he will be paid at the rate of twenty-seven dollars (~~\$27.00~~) per hour. Additionally, the employee will be credited with one (1) hour's pay at the above rate to compensate for travel, equipment set-up/~~tear down/pick-up/drop-off~~, remote preparation and client consultation.

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

16.10 Clothing Allowance

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) Upon presentation of receipts, pay the above mentioned employees a clothing allowance of two

hundred and seventy-five dollars (\$275.00) on May 1, 1995 and November 1, 1995.

- (b) Only employees who have completed their probationary period will be entitled to the provisions of Section (a) of this Article.
- (c) It is understood that the clothing allowance is for the purchase of clothing that is acceptable for on-camera appearances.

16.10.1 On camera TV News/Sports announcers, are defined as those who are hired as anchors for these positions.

ARTICLE 17

Non-Competition

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

17.1 An employee within the bargaining unit may not provide talent services to competitors unless specific written approval has been granted by the Company. The Company retains the right to discipline an employee providing talent services to any outside

agency where such activity adversely affects the image and reputation of the Company.

ARTICLE 18

Union Activities and Responsibilities

The Union and its members shall not transact Union business of any kind on the premises of the Company except where such is provided for in a specific Article of this Collective Agreement, or is provided for by the Canada Labour Code.

- 18.1** Union business on Company premises is to be confined to contract interpretation and related matters or break (rest) periods or meal periods, or otherwise only with permission of the designated Company representative.

ARTICLE 19

Notice of Resignation

- 19.1** An employee shall provide the Company with a minimum written notice of two (2) weeks prior to resignation.

ARTICLE 20

Duration

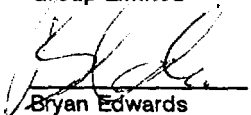
This Agreement shall commence and take effect on the 24th day of November, 1994 and shall remain in force until the 23rd day of November 1995, and from year to year thereafter unless either party notifies the other by registered mail, not more than 120 days and not less than 30 days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. Except **that** where notice of intent to modify this Agreement is given, this Agreement shall continue in force until a new Agreement is signed or a **lawful** strike or lockout is executed pursuant to the Canada Labour Code, whichever first occurs.

If notice of desire to modify this Agreement is given as specified above, a meeting shall be held 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.

IN WITNESS WHEREOF the parties have executed this Agreement, this 10th day of February, 1995.

Skeena Broadcasters
A division of
Okanagan Skeena
Group Limited

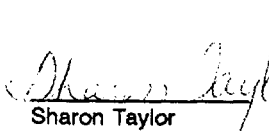
National Association
of Broadcast Employees
and Technicians-CEP-CLC



Bryan Edwards
President



Art Simmonds
National Representative



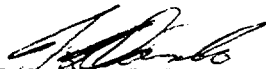
Sharon Taylor
Negotiating Committee
Member



John Crawford
President, Local 827



Chris Holtom
Negotiating Committee
Member



John Dando
Local 827 Negotiating
Committee Member

Jeannette Szmata
Local 827 Negotiating
Committee Member

Approved: _____
Gordon F. Hunter
Vice-President, Media

Date: _____

LETTER OF UNDERSTANDING #1**Volunteer Public Service
and/or Community Events**

Both parties recognize that, from time to time, ~~the~~ Company participates in public ~~service or~~ community events, some of which may be broadcast either in part ~~or~~ in their entirety. When such events occur, there shall be no premium ~~or~~ penalty ~~assessed~~ when bargaining unit ~~employees~~ volunteer their time and talent. However, it is understood no employee will be penalized ~~or~~ disciplined for refusing a request to volunteer.


For the Union
For the CompanyDate: Feb 10, 1995

LETTER OF UNDERSTANDING #2

Pension Plan

With regard to Article 11.4 (Pension Plan), the Company recognizes the Union's interest in this benefit to employees.

The Company therefore agrees that the Local Union President or her/his designee shall have every opportunity to meet ~~with the Company~~ ~~with the Company~~ ~~President~~ at any mutually agreeable time to discuss the current **plan**. The Company agrees to give full consideration to Union proposals regarding ~~the~~ Pension Plan.

The Company further agrees to work with the Union to better inform employees of ~~the~~ benefits contained in ~~the~~ current Pension Plan.

The Company will accommodate as best as possible in providing the Union, if requested, with non-confidential information pertaining to ~~the~~ Pension Plan.


For the Union


For the Company

Date: FEB. 10, 1995

LETTER OF UNDERSTANDING#3

Education and Training Program

Both Parties recognize the value education and training adds to employees and the workplace. In order to achieve an adequate program, the Parties have agreed to establish a joint committee to create, administer and guide this program, and, in addition, a means for providing partial funding for the project,

The goals of the program are to offer various educational/training seminars, workshops, etc. on an ongoing basis to enrich and educate all members of the bargaining unit on an equitable basis. The result will hopefully create greater opportunities, job satisfaction and productivity.

In short, we believe both the employees and the Company will equally reap the benefits of this program.

It is recognized some programs will be determined mandatory by the Company. In such cases, employees shall be compensated in accordance with the Collective Agreement, unless otherwise stated in a written waiver issued by the Union's Regional office.

In order to assist in the funding of this program, the Union and Company agree to create an "Education

Fund'. Each Party will contribute \$500.00 to start the fund, and thereafter each will contribute on a monthly basis \$1.00 per bargaining unit member. The Union's contribution shall be made by cheque from Local 827.

The Education Fund and the Education and Training program will be administered by both parties through a joint committee of six (6) people, consisting of 3 members selected by the Union and 3 by the Company. Any expenditures from the Education Fund must be approved by at least 2 members from each side of the joint committee.

This program has been conceived in good faith by both parties, and therefore will run on a trial basis until the expiration of this Collective Agreement.


For the Union


For the Company

Feb. 10, 1995
Date

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