

# Collective Agreement

Between:

CFTK-TV, CFTK-AM, CHTK-AM,  
CKTK-AM & CJFW-FM  
B.C. NORTH DIVISION  
OF ASTRAL RADIO

-and-

Communications, Energy and  
Paperworkers Union of Canada  
(CEP) - CLC

**Local 827M**



September 1, 2009 to August 31, 2012

09884(09)

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THIS AGREEMENT executed between:

**CFTK-TV, CFTK-AM, CHTK-AM, CKTK-AM & CJFW-FM  
B.C. NORTH DIVISION OF ASTRAL RADIO**

Hereinafter referred to as "the Company"  
Party of the First Part

And

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

Hereinafter referred to as "the Union"  
Party of the Second Part



## **ARTICLE 1**

### **Intent**

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable 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 of CFTK-TV, CFTK-AM, CHTK-AM, CKTK-AM & CJFW-FM, comprising the B.C. North Division of Astral Radio, involved in its broadcasting operations, excluding chief engineer, retail sales manager, account executives, executive secretary, business manager, maintenance, personnel/public relations/FM operations, brand managers, television operations manager, and those above, and casual employees.

2.2.1 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 ninety (90) consecutive days from the date of their employment with the Company. The Company may extend the probationary period up to a total of one hundred eighty (180) days 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 Part-Time Employees**

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 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 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 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. Notwithstanding the foregoing, part-time employees' seniority shall be integrated with full time employees' seniority and shall apply bargaining unit wide in the case of layoffs. Part-time employees, who are subsequently hired on a full-time basis in the same classification and the same job 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.
- (c) Article 9.4.2 to 9.4.5 (inclusive) – 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 three (3) weeks' notice in advance of the proposed layoff, or three (3) 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 shall not receive notice of layoff as provided in this Agreement.

- (d) (Employees Benefits) however, part-time employees working twenty (20) hours or more per week on a consistent basis shall be entitled to the benefits in Article 11.1. In addition, these part-time employees will also receive Sick Leave Benefits as provided in Article 11.2. "Consistent Basis" shall be as defined by the benefits plan carrier.
- (e) Article 13.2 shall apply except that part-time employees shall only be entitled to pay for 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.
- (9) 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 of 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 minutes 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, 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 five hundred twenty (520) hours worked from the commencement of their employment with the company. The employer may extend the probationary period up to a total of one thousand forty (1040) hours from the commencement of their employment. The employee and the Union Local President shall be advised of such extension and the reasons therefore, in writing. 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 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. 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, the following shall apply:

- (a) Practicum students shall not be used to displace a bargaining unit employee or to avoid filling a bargaining unit position.
- (b) Practicum students shall be assigned to a qualified member of the bargaining unit to receive training in bargaining unit work both through observation and by performing actual work functions.
- (c) In the event a practicum student is required to do bargaining unit work without the presence of a bargaining unit employee, or such work is used on the air, the student shall be paid not less than the start rate of the salary group to which he/she is assigned, as set out in Article 16.7.4 of this Agreement.
- (d) A practicum student that is part of the Astral Media Aboriginal Broadcast/ Journalism Studies Scholarship and Internship Program will not be paid according to

Article 2.4.4 (c) since the program already covers tuitions, fees, supplies and living expenses.

## **2.5**      Job Sharing

Upon request of a full time employee, the Company may establish a job sharing arrangement whereby two (2) employees are allowed to split one full time job. Such request shall be made in writing to the employee's Department Manager, with a copy to the Manager of Human Resources and the President of the Union. The request will include the employee's reason for the request, contemplated hours of work and division of work.

**2.5.1**      (a) At least one of the employees participating in the job sharing arrangement shall be a full time employee prior to commencement of the arrangement.

(b) An employee participating in a job sharing arrangement shall be covered by all provisions of this Agreement.

**2.5.2**      The Company or any participant in a job sharing arrangement may terminate such arrangement upon providing as much notice as possible, but in no event less than two (2) weeks written notice. Upon termination of a job sharing arrangement, the initiator shall be entitled to return to the same full time position held prior to the job sharing arrangement, subject to that position still being available.

## 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 the 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 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

#### 4.1 Dues Check off

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 endeavor 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 CEP.

## **4.2** Notices to the Union

The Company shall provide to the Local Union President or Local Union Chair, 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 or Local Union Chair 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

Subject to operational requirements and prior Company authorization, leave without pay may be granted to Union representatives in order to attend Union conventions, conferences or training programs, subject to the following conditions:

(a) No more than one bargaining unit employee shall be absent on such leaves at any one time;

(b) The aggregate amount of leave to be granted to all bargaining unit employees for such leaves shall not exceed eight (8) working days in any calendar year;

(c) Notwithstanding (b), an additional five (5) working days shall be available for such leaves in a calendar year in which the CEP national convention is held;

(d) Requests for leave for Union activities shall be made at least fifteen (15) days in advance of the Monday of the week in which such leave is to commence:

(e) The Union shall reimburse the Company for the wages paid to any employee for the period of such leave upon receipt of an invoice from the Company.

Authorization for leaves pursuant to this Article shall not be unreasonably withheld.

**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 practiced 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 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 Grievance Steps:

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 Regional General Manager of

the Company and the Local Union President or Local Union Chair and/or the Regional CEP representative, or their designees, for further discussion and consideration. The party initiating the grievance shall be responsible for taking this step, and shall do so within five (5) working days of the expiration of the aforementioned ten (10) days.

**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 and the Union shall be notified in writing, of any expression of dissatisfaction concerning the employee's work which may be detrimental to his advancement or standing within the Company, within ten (10) working days of the **cause** for dissatisfaction becoming known to the employee's immediate supervisor or Department Manager. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against them 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 on 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. Such posting shall identify the job classification and a list of qualifications for the position to be filled. Nothing herein precludes the Company from staffing the posted job on an interim basis until the vacancy is filled. Where the Company does not fill such job within ninety (90) days from the date of

posting, the vacancy shall be deemed to be unfilled. Any decision to fill the job following the ninety (90) day period shall require re-posting in accordance with the provisions of this Article.

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

Length of Service	Notice Required
After Completion of Probation	4 weeks
1 year	5 weeks
3 years	6 weeks

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** A laid off employee who has completed his/her probationary period may, at any time prior to the expiry of the employee's recall period, opt to receive severance pay in an amount

equal to three (3) weeks' pay per year of service, or portion thereof, to a maximum of sixty six (66) weeks' severance. The employee may elect to receive severance pay 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). Receipt of severance pay shall be deemed to include any severance required pursuant to the applicable statute or this Agreement.

**9.4.4** At the request of an employee who is laid off or otherwise absent from active employment with the employer, the Company shall continue to provide group benefits coverage set out in Article 11.1 of this Agreement for the period of layoff or absence as follows:

(a) The Company will continue its payment of premiums for the Provincial Medical Health Plan up to a maximum of six (6) months or until the employee is eligible for benefits elsewhere.

(b) The Company will continue its payment of premiums for the Group Life Insurance, Accidental Death and Dismemberment, Extended Health Plan and Dental Plan up to a maximum of:

(i) three (3) months for employees with less than five (5) years of continuous service with the Company; or

(ii) six (6) months for employees with five (5) years or more of continuous service with the Company.



(c) 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 group at the 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.

**9.4.9** Notwithstanding the provisions of Article 9.4, where a more senior employee voluntarily agrees to waive his/her seniority rights, such employee shall be laid off in place of a less senior employee, subject to the following:

(a) Such voluntary layoff shall be available only in circumstances where a qualified junior employee is capable of replacing the senior employee.

(b) An employee who accepts a voluntary layoff shall be subject to the provisions of Articles 9.4.2, 9.4.3 and 9.4.4 of this Agreement.

(c) In the event that the number of employees willing to accept voluntary layoff exceeds the number of employees to be laid off, such voluntary reductions shall be made in the order of seniority among those qualified employees seeking voluntary 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 on 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** When an employee who has completed his probationary period is laid off, he shall retain his seniority and recall rights for the following period:

(a) employees with less than fifteen (15) continuous years of service - ~~twelve~~ (12) months

(b) employees with fifteen (15) continuous years of service or more -eighteen (18) 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;

(9) 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 Jurisdiction**

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, contract or 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. Further, the President/Chief Operating Officer, Vice President, AM/FM Program Manager, CHTK General Manager, Television Operations Manager and the Radio Stations Manager shall not be restricted from performing bargaining unit work. 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** The Company agrees it will not use the provisions of Article 10.1, 10.1.1 or 10.1.2 where such action results in, or contributes to, a reduction in hours of work; a layoff; failure

to recall a laid off employee; or failure to fill a bargaining unit position.

## **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 same period. This notice or payment in lieu of notice shall be in lieu of any other notice requirements in this Agreement.

- 10.2.3** Where an employee is displaced due to technological change, he/she shall be entitled to exercise bumping rights as per Article 9.4.1 until two (2) weeks prior to the date of his/her layoff.
- 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 Health and Welfare**

**11.1.1** Employee Health and Welfare benefits shall be provided and administered by the Union through the Canadian Health Insurance Plan Services benefits plan, referred to hereinafter as the "Plan", subject to the following:

(a) Participation in the Plan shall be mandatory after an Employee has successfully completed the probationary period described in Article 2.3 of this Agreement.

(b) Those benefits provided by the Plan, plus a full description of each benefit, shall be made available to each employee by the Union.

(c) The Plan will bill the Company monthly in advance for the Company and employee share of the premiums. These



contributions will be due and payable to the Plan on or before the tenth (10th) day of each month.

(d) The Company shall provide a report each month showing each employee's current salary rate and category status, which shall be mailed to the Plan administrator along with the premium contributions set out in 11.1.1 (c) above.

(e) Employees shall notify the Company of any change in their category status, regarding whether they are claiming as single or family.

**11.1.2** The Company shall pay the following monthly premium in respect of each employee who has completed the probation period described in Article 2.3:

(a) Effective September 1, 2010

Family: \$218.00

Single: \$122.00

(b) Effective September 1, 2011

Family: \$218.00

Single: \$141.00

**11.1.3** Weekly Indemnity and Long Term Disability

Each employee shall pay 100% of the cost of the Weekly Indemnity and Long Term Disability Premiums as set out under the CEP Plan.

#### **11.1.4** B.C. Medical Services Plan

The Provincial Medical Plan shall be administered by the Company. The Company shall pay eighty percent (80%) of the premium for this benefit, based on the category in which the employee is entitled to claim.

#### **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.

**11.2.4** It is understood that employees shall be covered by the Weekly Indemnity provisions of the Canadian Health Insurance Plan Services benefits plan as set out in Article 11.1.1 of this Agreement. Such coverage shall apply to an employee on the first day of absence due to accident, day surgery or hospitalization and on the fourth day of absence due to illness.

**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

All employees hired on or after August 31, 2008 are eligible to join the pension plan Astral Media Radio GP, but do so under the defined contribution (DC) provision of the plan in accordance with the Plan text.

The employees who are currently members under the defined benefit (DB) provision of the plan and who have not changed from the (DB) to the (DC) provision option in the past, are eligible to transfer to the (DC) provision of the plan as of January of any given year in accordance with Part II Section 8.01 of the Plan.

#### **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 sole 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 sole 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.

**11.9** Compassionate Care Leave

The Compassionate Care Leave 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 Compassionate Care Leave as provided by Labour Canada.

## ARTICLE 12

### Travel Provisions and Expenses

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

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 five hundred dollars (\$500.00). 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.

**12.1.6** Where an employee is based in a Company location at which there is not a Company vehicle and the employee is authorized to use their personal vehicle for Company business, the Company shall reimburse the employee for the difference between basic insurance and business insurance. This difference shall not include any premium or penalties assessed to the driver. This reimbursement shall take place once a year, upon presentation of the receipt by the employee.



## 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 following shall apply:

(a) The Company shall pay the following meal compensation:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$22.00

(b) The provisions of (a) above shall only apply when the employee is on out-of-town assignments during the time of the employee's normally assigned meal periods.

(c) 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

All regular full time employees shall be entitled to vacation with pay computed as of June 30th each year, as follows:

(a) Less than twelve (12) months employment — one and one quarter (1 1/4) day(s) for each completed month of employment in the vacation year to a maximum of fifteen (15) working days.

(b) One (1) year of employment but less than ten (10) years of employment — one and one-quarter (1 1/4) day(s) for each completed month of employment in the vacation year to a maximum of fifteen (15) working days (i.e. 3 calendar weeks).

(c) Ten (10) years of employment but less than twenty (20) years of employment — one and two thirds (1 2/3) days for each completed month of employment in the vacation year to a maximum of twenty (20) working days (i.e. 4 calendar weeks).

(d) Twenty (20) years of employment or more — two and one-twelfth (2 1/12) days for each completed month of employment in the vacation year to a maximum of twenty five (25) working days (i.e. 5 calendar weeks).

(e) Part time employees shall be entitled to an annual vacation in accordance with their years of service. For each week of vacation entitlement, vacation pay shall be calculated at two percent (2%) of the part time employee's gross earnings for the twelve (12) month period for which the vacation is granted.

**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 on 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 with five (5) or more years of service shall, subject to the operational requirements of the Company, be entitled to have three (3) weeks of his or her vacation period scheduled consecutively, if they so request. Agreement with such requests shall not be unreasonably withheld. Employees with less than five (5) years of service shall, subject to the operational requirements of the Company, be entitled to have two (2) weeks of his or her vacation period scheduled consecutively.

**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
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
Floater Holiday	

(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.

The floater paid holiday will be available at a time mutually agreed between the employee and the Company. Should the holiday not be taken prior to July 31st, the Company will schedule the day off at a point in the remaining fiscal year. The floater holiday cannot be accrued or carried forward from year to year. In the event the floater holiday is not taken or scheduled by the end of the fiscal year, the employee shall be paid for such day in accordance with the provisions of Article 13.2.1 (c) of this Agreement.

**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) 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) 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 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. 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 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 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 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 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 (1-112) 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 (1-112) 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 (2-112) times basic for all hours worked.

**14.6.1** 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.

**14.6.2** 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) RadioRemotes

(9) 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 thirteen dollars (\$13.00) 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".

**14.10.2**      The Company agrees to supply protective safety clothing and/or safety devices for employees on assignments (e.g. news shoots, remotes, towers) where conditions require their use and to supply other special attire where required by the Company. All Company vehicles shall be properly equipped and maintained to ensure the safety of employees, including equipment cages and winter tires.



## 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 at the basic rate of pay.

**15.3.2** Notwithstanding Article **15.1**, **15.2** and **15.3**, Master Control, On- Air personnel and mobile crews on 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

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.

- 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. Any approved overtime and/or penalty payments during any pay period will be paid in the following pay period.
- 16.5** 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.
- 16.6** 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.

**16.6.1** 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.

**16.6.2** For the purposes of computation and this Agreement, the basic hourly rate of the employees shall be 1/173rd of the monthly salary.

**16.7** Jobs and Groups

**16.7.1** 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.

**16.7.2** 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.

**16.7.3** Jobs and Groups

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

**Group 1:** Radio Weekend/Evening Announcer; Receptionist

**Group 2:** News/Sports Reporter/Announcer 1; Switcher 1;  
Client Services 1; Daytime Announcer

**Group 3:** News/Sports Reporter/Announcer 2; Television  
News Anchor; Switcher 2; ENG/EFP 1; Client  
Services 2; Radio Production Supervisor;  
Accounting 1

**Group 4:** News Reporter/Announcer 3; ENG/EFP 2;  
Morning Announcer; Creative Coordinator;  
Accounting 2

**Group 5:** Client Services Department Supervisor;  
Engineering Technician

**Group 6:** News Director

#### 16.7.4 Salary Scales

The following monthly rates are minimum:

Mar 1/10   Sept1/10   Sept 1/11

#### **Group 1**

Start	2145	2199	2254
3 months	2261	2318	2376
1 year	2394	2454	2515
3 years	2524	2587	2652
5 years	2700	2768	2837

Mar 1/10    Sept1/10    Sept 1/11

**Group 2**

Start	2266	2323	2381
3 months	2338	2396	2456
1 year	2608	2673	2740
3 years	2874	2946	3020
5 years	3048	3124	3202

**Group 3**

Start	2396	2456	2517
3 months	2469	2531	2594
1 year	2663	2730	2798
3 years	2925	2998	3073
5 years	3190	3270	3352

**Group 4**

Start	2653	2719	2787
3 months	2724	2792	2862
1 year	2918	2991	3066
3 years	3107	3185	3265
5 years	3437	3523	3611

**Group 5**

Start	2869	2941	3015
3 months	2942	3016	3091
1 year	3193	3273	3355
3 years	3437	3523	3611
5 years	3686	3778	3872

	<u>Mar 1/10</u>	<u>Sept1/10</u>	<u>Sept 1/11</u>
<b><u>Group 6</u></b>			
Start	3052	3128	3206
3 months	3197	3277	3359
1 year	3401	3486	3573
3 years	3604	3694	3786
5 years	3851	3947	4046

### **16.7.5 Salary Increases**

- (a) All levels of all pay groups as set out in Article 16.7.4 shall be increased as follows:

<u>Effective Date</u>	<u>Amount of Increase</u>
March 1, 2010	1.5%
September 1, 2010	2.5%
September 1, 2011	2.5%

Note: The wage increases apply to all employees including employees currently being paid over scale.

### **16.8 On-air Talent Fees**

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.



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

**16.9** 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 three hundred fifty dollars (\$350.00) on May 1st of each calendar year and three hundred fifty dollars (\$350.00) on November 1st of each calendar year.

(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.

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

**16.9.2** Employees not hired as anchors who appear on camera on a regular basis shall receive **fifty** percent (50%) of the clothing allowance set out in Article 16.10. "Regular basis" shall mean at least three (3) occasions per week in the six (6) month period in question.

## ARTICLE 17

### Non-Competition

- 17.1** 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.
- 17.1.1** 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

- 18.1** 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.
- 18.1.1** Union business on Company premises is to be confined to contract interpretation and related matters on 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**


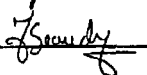
- 20.1** This Agreement shall commence and take effect on the 1st day of September, 2009 and shall remain in force until the 31st day of August, 2012 and from year to year thereafter unless either party notifies the other by registered mail, not more than 120 days and not less than 30 days prior to the 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.

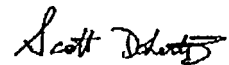
If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

IN WITNESS WHEREOF the parties have executed this Agreement, this 25<sup>th</sup> day of August, 2010

CFTK-TV, CFTK-AM, CHTK-AM,  
CKTK-AM & CJFW-FM,  
B.C. NORTH DIVISION  
OF ASTRAL RADIO

COMMUNICATIONS, ENERGY  
AND PAPERWORKERS  
UNION OF CANADA

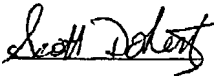
  
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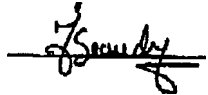
## LETTER OF UNDERSTANDING#1

### 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 employees will be penalized or disciplined for refusing a request to volunteer.



For the Union



For the Company

Date: Aug 25<sup>th</sup> 2010

## LETTER OF UNDERSTANDING#2

### Re: Redundant Job Classifications

With respect to the job classifications set out in Article 16.7.3 of the Collective Agreement, the undersigned Parties agree to the following:

1. The following redundant radio and television job classifications shall be deleted:

Group 1: Clerk/Typist; Radio/ Operator/Announcer.

Group 2: Sports Reporter/Announcer 1;

Media Access Coordinator

Group 3: Sports Reporter/Announcer 2

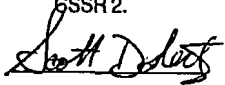
Group 5: Kitimat Office Supervisor;

Assistant News Director

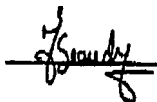
Group 6: Radio Program Director; TV Production Director

2. In the event the Company decides to re-introduce any job classification in item 1 above, it is agreed such job shall be placed in the original corresponding salary group as contained in the applicable Collective Agreement in effect at the time the job is re-introduced.

3. The following cable television job classifications shall be deleted: Community Programmer 1; Community Programmer 2; CSSR I; GSSR 2.



For the Union



For the Company

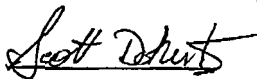
Date: Aug 25<sup>th</sup> 2010

## LETTER OF UNDERSTANDING#3

### Re: Engineering Technician

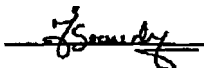
The undersigned Parties agree that the following conditions shall apply to any employees classified as Engineering Technicians:

1. Engineering Technicians, who are assigned to climb, descend and/or work on scaffolding, tower, pole or side of a building above the height of forty (40) feet, shall be paid at the double time rate for such assignment, with a minimum credit of one (1) hour.
2. Engineering Technicians who are assigned to be on stand-by shall receive three percent (3%) vacation pay in addition to the vacation provisions contained in Article 13 of the Collective Agreement and will have the option of taking the extra time as time off work. Notwithstanding the forgoing, where there is only one Engineering Technician in the bargaining unit assigned to be on stand-by, such employee shall receive six percent (6%) vacation pay in addition to the vacation provisions contained in Article 13 and will have the option of taking the extra time as time off work.
3. Engineering Technicians shall receive a tool allowance of fifteen dollars (\$15.00) per month.
4. Engineering Technicians shall be provided with snowmobile suits, helmets and snowshoes as required.



For the Union

Date: Aug 25<sup>th</sup> 2010



For the Company

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