

COLLECTIVE AGREEMENT

between

SOURCE	Co		
CHMI/MTN TELEVISION (A Division of Craig Broadcast Systems Inc.)	198	09	20
TERM and	2001	06	30
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS			



**COMMUNICATIONS, ENERGY AND
PAPERWORKERS
UNION OF CANADA, Local 826M**

10200(02)

September 20, 1998
to
June 30, 2001

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PARTIES

THIS AGREEMENT executed between

CHMI/MTN TELEVISION

**A Division of Craig Broadcast Systems Inc.
(hereinafter referred to as "the Company")**

party of the **First Part**,

and

COMMUNICATIONS, ENERGY AND

'PAPERWORKERS

UNION OF CANADA, LOCAL 826M

(hereinafter referred to as "the Union")

party of the **Second Part**

ENTERED

10200(02)

ARTICLE 1 - INTENT

- 1.1** It is the intent and purpose of **this Agreement**, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between *the* Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable disposition of grievances.
- 1.2** it is also the intent and purpose of this Agreement, in recognizing a common Interest between the Company and the Union, to provide for the efficient operation of the station, with full regard to economy of operation and the quality and quantity of work performance.

To these ends **this Agreement** is signed in good faith by the two parties,

ARTICLE 2 - BARGAINING UNIT

- 2.1** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the bargaining unit as defined by the Certificate issued by the Canada Labour Relations Board on October 23, 1990, and any amendments thereto.
- 2.2** For greater certainty, it is recited that the employees covered by this Agreement shall be:
"All employees of CHMI/MTN Television (a division of Craig Broadcast Systems Inc.) employed

at Winnipeg and Portage La Prairie, Manitoba, ~~excluding~~ the following classifications:

- President
- General Manager
- Assistant General Manager
- Chief Engineer
- Sales Manager
- Sales Persons
- Operations Manager
- News Director
- Senior Producer News
- Senior News Editor
- Bureau Manager
- Promotions Manager
- Creative Director
- Program Director
- Independent Production Programming Manager
- Executive Secretary
- Freelancers
- Casual Employees"

2.3 The bargaining unit shall also include any new job classification introduced by the Company which the parties agree is to be included within the bargaining unit. If the parties are unable to agree as to whether the job is within or not within the bargaining unit, either **party** may refer the dispute to the Canada Labour Relations Board.

2.4 Nothing in this agreement or otherwise precludes the Company from **utilizing** non-bargaining unit employees to the extent the Company has done so prior to the signing of this **agreement**. The Company shall not use a non-bargaining unit employee to perform bargaining unit work to the

extent that the same would result in the lay off of a bargaining unit employee or result in a failure to recall a bargaining unit employee on lay off who is qualified to perform the work.

ARTICLE 3 - DEFINITIONS

3.1 Employee - The term "employee" as used in this agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2.

It shall include any person employed in any job or classification created in the future if that person is included by mutual consent or that person has been included by a decision pursuant to Article 2.3 of this Agreement.

Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender where the text permits.

3.2 The term "Company" shall mean CHMI/MTN Television (a division of Craig Broadcast Systems Inc.).

3.3 The term "Agreement" shall mean this Collective Agreement.

3.4 The term "job classification" shall mean a specific job and not a group of jobs.

3.5 The term "group of Jobs" shall mean a number of job classifications which are grouped for salary scaled purposes and which are assigned the same salary scale.

- 3.6** The term "basic hourly rate" shall mean the employee's basic hourly rate calculated as in Article 43 of this Agreement.
- 3.7** The term "Full Time Employee" shall mean an employee normally and regularly scheduled to work forty (40) hours per week exclusive of the assigned meal period.
- 3.8** The term "Part-Time" Employee is defined as one hired to work on a regular basis but normally works less than forty (40) hours per week with a minimum of three (3) hours per day worked, or the minimum prescribed by law. Nothing precludes the Company from temporarily assigning a part-time employee to full time work to cover in the case of vacation, leaves of absence, illness or in the case of temporary increases in work requirements.
- 3.8.1** Where a part time employee is subsequently hired as a full time employee without a break in service of more than ninety (90) days, the employee, after successful completion of his/her probationary period, shall be credited for seniority and service credits purposes with all hours worked while employed as a part time employee.
- 3.9** The term "Casual Employee" shall mean a person employed in an irregular, sporadic, as needed basis. A casual employee is not an employee within the context of this Agreement. Casual employees will not be used for the purpose of eliminating or replacing full time employees or to avoid hiring full time employees.

- 3.10** The term “freelancer” shall mean a person who is self employed and/or employed by another party and who provides services to the Company on a contractual basis and who is not economically depended solely upon the Company.
- 3.11** The term “probationary employee” shall mean an employee as defined in Article 17 of this Agreement.
- 3.12** The terms “qualifications” or “qualified”, wherever either of those terms are used in the Agreement, shall include creativity, knowledge, experience, skill, ability, attitude, training and/or education, physical ability to do the job to be performed, job performance of an employee and other relevant factors, all as established and determined by the Company. The Company, when established and/or determining qualifications, shall do so in a bona fide and non-discriminating manner.
- 3.13** The term “on-air employee” shall include Anchor/Reporters, Reporter/Anchors and Hosts.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** The Union agrees that nothing contained in this Agreement shall be construed as limiting the Company’s rights to manage its own affairs exclusively and that, except where specifically restricted, abridged or modified by this Agreement, the Company holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The Union acknowledges that it is the exclusive right of the Company to hire, transfer, reclassify and suspend employees; and also the right of the Company to

discipline or discharge any employee, provided that a claim by an employee other than a probationary employee, that he has been disciplined, demoted, discharged or suspended without just grounds may be the subject of a grievance and dealt with as hereinafter provided.

4.2 Provided further, and without limiting the generality of the foregoing, that the Union recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibility. The location, number and size of the plants, the direction of the working forces; the amount or type of supervision necessary; of machines and technical equipment; procedures and standard of operations; the content of programs; judgment and evaluation of personnel qualifications; the right to decide on the number of employees needed by the Company at any time; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plants; control over all operations, buildings, machinery, equipment and employees and its relationship with suppliers of materials and/or services, are solely and exclusively the responsibility of the Company.

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

4.4 The Company has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Company shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 5 - MEMBERSHIP AND DUES

- 5.1** No **employees** shall be required, as a condition of employment, to become or remain a member of the Union.
- 5.2** During the term of this Agreement, the Company agrees to deduct monthly from the salaries of the employees in the bargaining unit, an amount equal to the regular Union dues as levied by the Union. The Company will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions.
- 5.3** The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque in Canadian funds. The Company shall endeavour to remit such dues by the fifteenth of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the employees from whom deductions have been made and the respective amounts deducted.
- 5.4** Each year the Company will indicate on the T4 and/or 14-A slips issued to employees the total amount of dues deducted at source and forwarded to the Union.
- 5.5** The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company by an employee or employees for amounts deducted from wages as provided by this Article, except for any claim arising out of an error committed by the Company.

5.6 Nothing in this Article otherwise shall be construed to deny an employee his rights under Section 70 of the Canada Labour Code.

ARTICLE 6 - NOTICE TO UNION

6.1 The Company shall mail to the Union's Regional Office In Winnipeg, 203 - 275 Broadway, Winnipeg, MB R3C 4M6 and to the Local 826 President, copies of the following:

- (a) Within seven (7) calendar days the names of employees who have been hired, dismissed, promoted, or transferred (except temporary promotions or transfers).
- (b) Notice of extension of probationary period or suspension.
- (c) Where a written expression of dissatisfaction has been given to an employee, a copy thereof shall be forwarded to the National office of the Union and to the Local 826 President unless the employee requests that it not be sent. Where an employee so requests, it will be noted in writing and placed in the employee's file.
- (d) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (e) Upon request by the Union the Company will furnish two (2) copies of a seniority list, provided that such request shall not be made

more frequently than every twelve (12) months.

- 6.2** The Company shall, when notifying a person of his acceptance as an employee, provide him in writing the starting rate of pay and the classification to which he is assigned.
- 6.3** The Company agrees to give appropriate consideration to a request by an employee for review of their personnel record for the purpose of removing any disciplinary letter which is at least two (2) years old. The Company retains the sole right to decide as to whether any such letter is to be removed.

ARTICLE 7 - UNION ACCESS TO PREMISES

- 7.1** Where an accredited Union official wishes access to the Company's premises, or any of its operations, he shall request to do so to the Company not later than twenty-four (24) hours in advance. This time limit restriction and the request may be waived in specific instances by an arrangement between the Union representative and a senior representative of the Company. The request shall indicate the reason for which access is requested.
- 7.2** Where authorization is given pursuant to 7.1 herein, it shall only be given to carry out observation at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Company.
- 7.3** Authorizations requested pursuant to this Article shall not be unreasonably withheld.

ARTICLE 8 - UNION BULLETIN BOARDS

- 8.1** The Company agrees to provide space on two (2) bulletin boards for the posting by the Union of announcements regarding elections, meetings and the internal affairs of the Union. Any other notices shall require prior approval by the Company by the initial or signature of its designated representative. One such bulletin board as referred to herein shall be located in the Portage La Prairie Station and the other shall be located in the Winnipeg News Bureau.

ARTICLE 9 - LEAVE FOR UNION ACTIVITIES

- 9.1** Subject to operational requirements (including rating periods), the Company will grant a leave of absence without pay for not more than two (2) employees at an one time (not more than one (1) employee from any job classification), not exceeding five (5) working days, to represent employees at labour conventions, congresses, and Executive Council meetings. The aggregate leave granted under this Article shall not exceed twenty (20) working days in any calendar year. A request for such leave shall be submitted in writing at least twenty-one (21) days in advance.
- 9.2** Upon request by the Union, the Company agrees to release up to three (3) employees (not more than one (1) employee from Winnipeg and not more than one (1) from any job classification) without pay to attend negotiation meetings with the Company. It is recognized that the granting

of such leaves is subject to operational requirements.

9.2.1 Subject to operational and business requirements, upon request by the Union, the Company will provide leave without pay for up to three (3) employees named by the Union for a period of one (1) day for the purpose of pre-negotiation meetings. Employees so released will be responsible to check change of assignments and shifts.

9.3 Leaves as referred to in Article 9.1 and 9.2 shall not be unreasonably withheld.

ARTICLE 10 - NON-DISCRIMINATION

10.1 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 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.

10.2 Employees shall enjoy equal rights under this Agreement regardless of race, nationality, or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for an offense for which a pardon has been granted, or for any other reason prohibited by law.

10.3 Article 10.2 hereof is subject to Section 15 of The Canadian Human Rights Act.

ARTICLE 11 - NO STRIKE - NO LOCKOUT

11.1 The Union will not cause nor 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 whatsoever, either total or partial during the term of this Agreement. The Company will not cause or permit a lockout of any member of the bargaining unit during the term of this Agreement.

ARTICLE 12 - NON-COMPETITION/NON-EXTRA CURRICULAR ACTIVITY

12.1 An employee shall not engage in activities or work where such activities or work constitutes direct competition with the Company. An employee shall not engage in any activities outside of work where the same affects his work or working efficiency with the Company, nor shall an employee engage in any activity where the same could adversely affect the public image of the Company.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 It is mutually agreed that it is the spirit and intent of this Agreement to process and adjust (where appropriate) as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

13.1.1 Employees shall have the right to request the presence of a Shop Steward or another elected Union official if they are to receive an official written disciplinary warning. The Company reserves the right to have two Managers present when an employee is to be presented with an official written disciplinary warning.

13.2 "Grievance" is defined as an alleged difference over the application, administration, Interpretation or alleged violation of this Agreement.

13.3 It is understood that an employee shall have no grievance unless the Company has first been given the opportunity to address and deal with the complaint informally. This shall not apply in the case of dismissal.

13.4 In the event an alleged difference between any member or members of the bargaining unit and the Company, in reference to the application, administration, Interpretation or alleged violation of this Agreement is not settled Informally, the following shall be the procedure for adjustment and settlement thereof:

STEP 1:

The grievance shall be reduced to writing and copies thereof delivered to the General Manager, or his designee, and the grievor's immediate Supervisor within ten (10) days from the date the employee became aware of the occurrence giving rise to the grievance. The Supervisor, on receipt of the grievance, shall attempt to settle the grievance with the employee and the employee may, if she/he so elects, have a Union Steward

with her/him to represent or assist her/him.

STEP 2:

If the grievance is not recorded as settled within ten (10) days of its receipt by the Supervisor as described in Step 1, the grievance shall be discussed with the General Manager, or his designee, and the Local Grievance Committee consisting of not more than three (3) members. Such meeting shall take place within ten (10) days of the request for a meeting.

STEP 3:

If the grievance is not recorded as settled within ten (10) days after the meeting described in Step 2, the dispute shall be discussed with the General Manager, or his designee, and the Union's Regional Office for further discussion and consideration.

STEP 4:

If the grievance is not settled at Step 3, either party may, by registered mail within thirty (30) days of the meeting described in Step 3, submit the grievance to final and binding arbitration.

- 13.5** Employees shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company.
- 13.6** All time limits and procedures found in the grievance procedure and arbitration procedure are mandatory and not merely directory. Such time limits and procedures may only be extended by mutual agreement of the parties in writing.
- 13.7** Either party may file a policy grievance at Step 2 if, in the opinion of the grieving party, the matter is

not appropriate to be grieved as an individual grievance. If not satisfactorily settled at Step 2, either party may refer the matter to arbitration as provided in Step 4 of Article 13.4.

- 13.8** If an employee is dismissed, the matter shall be referred to Step 2, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 13.4.
- 13.9** Any time limit mentioned under the grievance and arbitration procedure shall exclude Saturdays, Sundays and vacations.

ARTICLE 14 - ARBITRATION

- 14.1** A party referring a grievance to arbitration shall give notice of referral to arbitration by registered mail. The notice shall contain a copy of the original grievance. Where the arbitration will be by a three-person Board of Arbitration, the notice shall contain the name and address of the referring party's nominee to the Board.
- 14.2** Within five (5) days of receipt of the notice referred to in 14.1 herein, the Company shall reply by registered mail informing the Union of the name and address of its nominee to the Board of Arbitration where appropriate.
- 14.3** All discharge grievances shall be heard by single arbitrator. All other grievances shall be heard by a three (3) person Board of Arbitration unless the parties mutually agree in writing to submit any such grievance to a single arbitrator.
- 14.4** In the case of a single arbitrator, the parties shall

agree on the selection and appointment of an arbitrator within ten **(10)** days of receipt of the notice of referral to arbitration. In the event that they are unable to agree on an arbitrator, they shall follow the procedure set out in **14.6** below.

- 14.5** Where arbitration will be by a Board of Arbitration the **two** (2) nominees shall, within ten **(10)** days of the appointment of the second of them, select and appoint a third person to act as Chairman of the Board of Arbitration. No person shall serve as a member of a Board of Arbitration where that person has no interest in the Issue in dispute.
- 14.6** The selection and appointment of a single arbitrator or the Chairperson of the Board of Arbitration, as the case may be, shall be made by the parties within ten (10) days of receipt of the notice for referral to arbitration and shall be made from the following list drawn by lot:
1. Martin H. Freedman, Q.C.
 2. Jack M. Chapman, Q.C.
 3. William D. Hamilton
- 14.7** A decision of an Arbitrator or a Board of Arbitration as the case may be, shall be final and binding upon the parties. The Board may not, by its decision, modify, waive, abridge or alter or extend any of the terms of the Agreement, nor render a decision which is inconsistent with the terms of this Agreement.
- 14.8** The cost and/or expenses of arbitration shall be borne equally by the Company and the Union, except that in the case of a Board of Arbitration, each party shall bear the cost and/or expenses of its nominee. No party shall be obliged to pay

the cost of a stenographic transcript without express consent.

- 14.9** The Arbitrator or Board of Arbitration shall not have the power to change, modify, extend or amend the provision of this Agreement, nor to award legal costs against either party, but he/she shall have the power to direct, if he/she thinks proper, that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated with or without pay or with any other benefits under this Agreement which may have been lost.

ARTICLE 15 - EXPRESSIONS OF DISSATISFACTION

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

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

- 15.2** 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 15.1 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.

- 15.3** 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. Except in the event of a grievance, this access shall be limited to once in any six (6) month period.

ARTICLE 16 - SENIORITY

- 16.1** Company seniority shall be deemed to have commenced on the last date of hiring by the Company and shall be equal to the length of continuous service with the Company.
- 16.2** Seniority credit shall continue to accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.
- 16.3** An employee shall lose seniority and be deemed to be terminated in the event:
- A) He/she resigns or retires;
 - B) He/she is discharged and discharge is not reversed through the Grievance or Arbitration procedure;
 - C) He/she has not been active at work for a period of twelve (12) months for reasons other than an authorized leave of absence.

Where the employee is not active at work by reason of illness or sickness, and is in receipt of long term disability benefits, the employee may retain but not accumulate seniority beyond the twelve (12) months herein stated. If the employee is subsequently certified by a medical doctor as able to return to work, he/she shall then be entitled to fill vacancies which he/she is, in the opinion of the Company, properly qualified to fill and shall be paid the wage level associated with the vacancy filled. When the employee has not been active at work for a period equal to their length of seniority, this extension will terminate;

- D) He/she fails to return to work upon the termination of an authorized leave-of-absence without a valid excuse, or uses a leave-of-absence for purposes other than those for which the leave-of-absence was granted;
- E) He/she fails to return to work from a lay-off within ten (10) calendar days from the date a notice to return is delivered to the employee's last known address.

ARTICLE 17 - PROBATIONARY EMPLOYEES

- 17.1 Full-time employees shall be probationary employees for a period of three (3) months from the commencement of their employment with the Company except in the case of on-air employees where the period shall be six (6) months. The Company may extend the probationary period a

further three (3) months, after notifying the employee of its intention to so extend the probationary period.

- 17.2** Part-time employees shall be probationary employees for a period of five hundred and twenty (620) hours worked from the commencement of their employment with the Company, and the Company may extend the probationary period for an additional five hundred and twenty (620) hours.
- 17.3** Time lost by full time probationary employees may be discounted from their probationary period.
- 17.4** The Company may release a probationary employee at any time during the probationary period or any extension thereof without notice or pay in lieu thereof, and such release shall be deemed to be for Just cause. However, the release must not be based on grounds prohibited by law.
- 17.5** Employees who are subject to the six (6) month probationary period, as described in Article 17.1 herein, shall be entitled to two (2) weeks notice or pay in lieu of notice thereof if dismissed during any extension of the described probationary period.

ARTICLE 18 - PROMOTIONS AND TRANSFERS

- 18.1** Where the Company decides to fill a vacant bargaining unit position on a permanent basis, such vacancy shall be posted a minimum of (5) days

prior to filling the position.

- 18.2** Promotions and transfers within the bargaining unit shall be based upon qualifications established by the Company. The Company shall award the position to the applicant who in its opinion best meets the qualifications it has established for the position. Where two or more applicants, who in the opinion of the Company, are relatively equal and satisfactorily meet the level of qualifications, the position shall be awarded to the employee with the most Company seniority.
- 18.3** Where, in the Company's opinion, there is no bargaining unit applicant who satisfactorily meets the level of qualifications established for the position, the Company may hire from any source.
- 18.4** The Company shall act bona fide and in a non-discriminatory manner when establishing qualifications for a posted position.
- 18.5** 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.
- 18.6** There shall be one (1) posting only in respect of a vacancy, therefore where an applicant has been successful, and a vacancy is to be filled, the Company shall not be required to post any vacancies which may arise as a result of filling the initial vacancy.
- 18.7** An employee of the Company who is transferred

to a position within the bargaining unit shall, upon such appointment, be credited with all seniority he/she accumulated since the employee's last date of hire by the Company,

- 18.8** An employee promoted to fill a vacancy in a higher job classification or laterally transferred to another Job function, shall be on a Trial period in such Job classification for a period of three (3) months, however, the period may be extended to a total of six (6) months.

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

- 18.9** No employee shall be permanently transferred or assigned to a position outside the bargaining unit without his/her consent, and the employee will not be penalized for such refusal.

- 18.10** Employees who perform in a job classification on a temporary basis, different from their regular job classification, will not be penalized for errors committed in good faith.

- 18.11** Except in the case of a lay-off, where Article 20.3 applies, no employee shall be permanently transferred or assigned to another job classification within the bargaining unit where such transfer or assignment would result in a reduction in the employee's regular salary and/or where the employee would be transferred or assigned to a job classification within a lower group of jobs.

ARTICLE 19 - DISMISSALS, RESIGNATIONS AND RELEASE FROM EMPLOYMENT

- 19.1** Subject to **Article 17** thereof (dismissal of Probationers), no employee will be disciplined or discharged except for just cause.
- 19.2** An employee shall be informed in writing of the Company's decision to discharge or discipline him/her.
- 19.3** An employee, when resigning, will give the Company two (2) weeks' notice in writing.
- 19.4** Notwithstanding anything to the contrary in this Agreement, the Company expressly reserves the exclusive right to release from employment any employee who is assigned, in whole or in part, to on-air duties (with the exception of reporter/anchor in the Company's employ as at July 21, 1995) on the grounds such employee's on-air performance is, in the sole discretion of the Company, unsuitable for programming. Such right to release an employee shall not be used as a disciplinary measure and shall be in addition and not in substitution for the Company's rights to apply discipline, which may only be exercised for just cause.
- 19.5** The Company before releasing an employee pursuant to **Article 19.4**, shall identify in a written communication to the employee those things which make the performer not suitable for program requirements. If the employee has not in the Company's sole opinion, become suitable for program requirements within a thirty (30) day period following receipt of the written communication referred to herein, the employee shall be

released from employment

- 19.6** An employee released pursuant to Article 19.4 shall receive severance pay calculated as follows:
- for each complete year's service up to five years - 3 weeks per year;
 - for each complete year's service in years 6 to 15 - 2 1/2 weeks per year;
 - for each complete year's service in beyond year 15 - 1 week per year.

Any employee who has completed his probationary period and any extension thereof and who is released pursuant to Article 19.4 shall be entitled to a minimum of six (6) weeks severance pay. Such severance pay shall be inclusive of any severance pay to which an employee may be entitled by law.

ARTICLE 20 - LAY-OFFS AND RECALLS

- 20.1** When lay-offs of employees are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.
- 20.2** Where employees are to be laid off from a job such lay-offs shall proceed in inverse order of seniority from within the same job classification, provided that no employee is to be displaced by a more senior employee unless the latter meets the qualifications for the position and has the ability to perform the work. In respect of the job classification filled by the employee with less seniority.

20.3 A full-time employee to whom notice of lay-off has been given may apply his seniority to another job classification provided he possesses the ability and qualifications requirements as set by the employer and is capable of performing efficiently the job to which he wishes to apply his seniority.

20.4 In the event of a lay-off:

- a) In respect of an employee employed for one (1) year or less but more than three (3) continuous months, the employee affected will receive two (2) weeks notice or two (2) weeks' salary in lieu of notice;
- b) In respect of an employee employed for more than (1) year but **less** than (5) years, the employee affected will receive three (3) weeks' notice or three (3) weeks' salary in lieu of notice;
- c) In respect of an employee employed for more than five (5) years the employee affected will receive four (4) weeks' notice or four (4) weeks' salary in lieu of notice.

20.5 An employee given lay-off notice may request severance pay at the time of lay-off, however, where such request is made it is recognized by both parties that upon receiving severance pay any recall rights as set forth in this Agreement are relinquished and the employee shall be considered terminated.

20.6 The Company agrees that it will not consistently schedule overtime in order to affect *or* extended lay-offs.

ARTICLE 21 - RECALL FROM LAY-OFF

- 21.1** When a full time permanent vacancy occurs in a job classification for which a laid off employee is qualified, the Company agrees to rehire in the inverse order of lay off, those employees who are laid off. The Company agrees to notify the employees concerned by registered mail or personally delivered mail to the laid off employee's last known address.
- 21.2** The Company's responsibility will be considered fulfilled if the Company gives notice of recall by either personal contact, by telephone or by mail, registered or delivered to the address last given to the Company by the employee.
- 21.3** An employee who, pursuant to Article 20.3, has exercised his Company seniority, shall, subject to this Agreement, retain recall rights to his previous Job classification should the Company decide to fill a vacancy in his previous Job classification.

ARTICLE 22 - TECHNOLOGICAL CHANGE

- 22.1** Section 51 to 55 both inclusive of the Canada Labour Code shall apply in the case of technological change.

ARTICLE 23 - SICK LEAVE

- 23.1** The parties recognize that the Company heretofore considered sick leave on an individual basis, having regard for the circumstances relating to

individual cases, and agree that the existing practice of considering sick leave on an individual basis in a consonable manner shall continue to remain in effect.

- 23.2** Notwithstanding any provisions of the Agreement concerning overtime pay, it is agreed that where an employee has been paid for sick leave during any week and when there is, in fact, reason to believe the employee could have been at work, he/she may only be paid overtime pay during that week where he/she has actually worked more than forty (40) hours during that week.
- 23.3** When taken ill the employee shall notify his department head at the earliest possible opportunity. The employee shall offer proof satisfactory to the Company of his illness, if requested to do so by the Company.
- 23.4** The Company may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee, or a safeguard for other members of staff. At the time of the examination the employee will be advised whether he is well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.
- 23.5** Sick leave shall not be paid where the employee is receiving payment from any other source as a result of his absence from work due to sickness or accident.

ARTICLE 24 - HEALTH BENEFITS

- 24.1** The Company agrees to continue to make available to eligible employees the following benefit plans as in effect at the time of signing of this Agreement;
- a) **Dental Plan**
 - b) **Extended Health Care (E.H.C.)**
 - c) **Life Insurance**
 - d) **Accidental Death & Dismemberment (A.D. & D.)**
 - e) **Long Term Disability (L.T.D.)**
 - f) **Pension**
- 24.2** The Company agrees to pay fifty (50%) percent of the total premiums associated with the above referenced plans and fifty (50%) percent of the Vision Care Plan referred to in Article 24.5.
- 24.3** There shall be no reduction in the level of benefits provided in the current plan.
- 24.4** Eligibility for coverage and benefits provided shall be set forth in the respective plans.
- 24.5** In addition to the above referenced plans, effective three (3) months from the signing of this Agreement, the Company shall implement a Vision Care Plan. The Plan shall provide a benefit to the value of up to \$150.00 not more often than every two (2) years for an employee, his/her spouse, and his/her dependent children.
- 24.6** The Company undertakes a restructure the premium contributions as referred to in Article 24.2 with the view to have the Long Term Disability Plan (LTD) qualify as an employee-pay-all plan. The effect of such restructuring however will not

result in the Company or any employee absorbing any more of the total premiums associated with the Health Benefit plans than it would absorb pursuant to Article 24.2.

ARTICLE 25 - LEAVE FOR RESPONSIBILITIES

25.1 Employees shall be entitled to leave for child care responsibilities as set forth in Division V11 of the Canada Labour Code. For informational purposes only, the said Code reads as follows:

FOR INFORMATIONAL PURPOSES ONLY

[4806] Employee entitled to leave

Sec. 206. (1) Every employee who has completed six months of continuous service with an employer is entitled to and shall be granted a leave of absence from employment as follows:

- (a) Where an employee provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may commence not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual day of her confinement;
- (b) Subject to subsection (2), where an employee has or will have the actual care and custody of a newborn child, that employee

not with pay

is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks commencing, as the employee elects;

- (i) In the case of a female employee,
 - A) on the expiration of any leave of absence from employment taken by her under paragraph (a),
 - B) on the day the child is born, or
 - C) on the day the child comes into her actual care and custody, and
- (ii) In the case of a male employee,
 - A) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under paragraph (a),
 - B) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
 - C) on the day the child is born, or
 - D) on the day the child comes into his actual care and custody; and
- (c) subject to subsection (2), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to

twenty-two **weeks** commencing on the day the child **comes** into the **employee's** care.

Aggregate Leave

- (2) The **aggregate** amount of leave of **absence** from employment that may be taken by the **two** **employees** under paragraph (1) (b) or (c) in respect of **the birth or** adoption of any one **child shall** not exceed twenty-four weeks.

(R.S.C. 1985 (1st Supp.), c.9, s.10)

[4607] Notification to employer

Sec. 207 (1) Every employee who intends to take a leave of absence from employment under **section 206** shall;

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

Notice of change in length of leave

- (2) Every **employee** who intends to take or **is** on **leave** of **absence from employment** under **section 206** shall give at **least four weeks** notice in writing to the **employer** of any change in the **length of** leave to be taken, **unless there** is a **valid reason** why that notice cannot be given,

(R.S.C. 1985 (1st Supp.), c. 9, s.10.)

[4608] Prohibition

Sec. 208 (1) Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee **is** pregnant.

Exception

- (2) An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available *for* that employee.

Length of Leave

- (3) A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

Burden of Proof

- (4) The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

[4609] Right to notice of employment **opportunities**

Sec. 209 Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefore, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

(R.S.C. 1985 (1st Supp.), c.9, s.10.)

[4609A] Resumption of employment in same position

Sec. 209.1 (1) Every employee who takes or is required

to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

Comparable **Position**

- (2) Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wage and benefits and in the same location.

Wages and Benefits affected by reorganization

- (3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits respect of that employment that employee would have been entitled to receive had that employee been working when the reorganization took place.

Notice of Changes In Wages and Benefits

- (4) The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits would be changed as a result of a reorganization referred to in subsection (3) shall notify the employee in writing of that change as soon as possible.

[4609b] Right to benefits

Sec. 209.2 (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire period of the leave.

Contributions by Employee8

- (2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to discontinue contributions during that period. (R.S.C. 1985 (3rd Supp.), c. 43, s. 1.)

Contributions by Employer

- (21) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay employee's contributions, if any, within a reasonable time.

(R.S.C. 1985 (3rd Supp.) c. 43, s. 1.)

Failure to Pay Contributions

- (3) For the purpose of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as

required by subsections (2) and (2.1), the benefits shall not accumulateduring the leave of absence and employmenton the employee's return to work shall be deemed to be continuous with employmentbefore the employee's absence.

(R.S.C. 1985 (3rd Supp.), c.43, s.1)

Deemed Continuous Employment

- (4) For the purpose of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

(R.S.C. 1985 (1st Supp.), c.9s. 10; R.S.C. 1985 (3rd Supp.), c.43, s.1.)

[4609c] Prohibition

Sec. 209.3 No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employer or in the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.
(R.S.C. 1985 (1st Supp.), c.9, s.10.)

[4609d] Regulations

Sec 209.4 The Governor In Council may make regulations;

- (a) specifying the absences from employment that shall be deemed not to have interrupted continuous service referred to in subsection 206(1);

- (b) specifying what does, or does not, constitute an essential function of a Job referred to in section 208: and
 - (c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1 (2).
- (R.S.C. 1985 (1st Supp.), c.9, s.10.)

[4609e] Application of Section 189

Sec. 209.5 Section 189 applies for the purpose of this Division.

ARTICLE 26 - BEREAVEMENT LEAVE

- 26.1 Where an employee is required to be absent due to the death in his/her immediate family (i.e., legal guardian, mother, father, spouse, brother, sister, child, father-in-law, mother-in-law or any relative permanently residing in the employee's household or where the employee resides), he/she shall be granted a leave of absence with regular salary on any of his/her scheduled working days that occur during the four (4) days immediately following the day of the death.
- 26.2 When an employee is required to be absent due to a death of a grandparent, brother-in-law, sister-in-law, aunts or uncles, he/she shall be granted a leave of absence with regular salary for one (1) day at the discretion of the Company.
- 26.3 At the Company's discretion, additional leave with or without salary may be granted for the purpose of travel and in mitigating circumstances.

ARTICLE 27 - JURY AND WITNESS DUTY

- 27.1** Employees called to serve on juries, or to obey a crown subpoena, shall receive their regular salaries during such periods, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury duty or crown subpoena prior to the commencement of the second half of his /her tour of duty.
- 27.2** where an employee is assigned to an afternoon and/or evening shift, he shall normally not be required to work on a day he is required to serve as juror or crown witness unless he is discharged as a juror or crown witness before 1:00 PM on the day in question.

ARTICLE 28 - TRAVEL PROVISIONS AND EXPENSES

- 28.1** The Company shall reimburse each employee for all necessary travel expenses where such travel is required and authorized by the Company and is in the course of the employee's employment.
- 28.2** Use of the employee's own automobile in connection with his assigned duties must be previously authorized by the Company before reimbursement will be made.
- 28.3** Where an employee's own automobile is used in connection with the Company's business he shall be reimbursed as follows:
- 28.3.1** In the case of return travel - Portage la Prairie/Winnipeg or vice versa:

Effective date of signing the amount shall be increased from **\$34.00** to **\$35.00** per trip.

28.3.2 In the case of all other travel where the employee uses his own automobile:

a) Effective date of signing the per kilometer rate shall be increased from **.27¢** to **.28¢ per kilometer.**

b) Effective July 1, 1999 the per kilometer rates shall be increased from **.28¢** to **.29¢ per kilometer.**

c) Effective July 1, 2000 the per kilometer rate shall be increased from **.29¢** to **.30¢ per kilometer.**

The minimum payment for each completed trip in respect of a, b or c shall be **\$4.00.**

28.4 The use of an employee's vehicle in the course of his employment shall not be compulsory except where at the time of hire the use of the employee's vehicle was a condition of employment. The employee shall be responsible for maintaining appropriate insurance on his vehicle if it is used in the course of his employment. An employee shall not unreasonably withhold agreement to use his personal vehicle.

The Company agrees to maintain appropriate liability insurance on any vehicle owned or leased by it that employees are required to operate.

28.5 Employees shall not drive Company vehicles if their right to do so is in any fashion restricted and shall as soon as reasonably possible advise the

Company in the event of such restrictions being imposed upon them.

- 28.6** Additional costs of insurance incurred by the Company and resulting directly from demerits earned by an employee shall be deducted from the employee's wages.
- 28.7** Where an employee uses his vehicle in connection with Company business and becomes involved in an accident and the damage to his vehicle cannot be recovered from another person or persons, the Company will pay all or part of the damage costs to the employee's vehicle to a maximum of \$500.00. The Company will not consider any payment where the accident was due to an employee's negligence or such negligence was proven in a court of law or admitted to by the employee.
- 28.8** Subject to Article 28.10 hereof employees shall be credited with all time used during their day's assignment in which travel is authorized. All time traveled to and from work shall not be considered at time worked except where an employee is assigned to travel from his/her principal work location to another work location (i.e., Winnipeg to Portage La Prairie or vice versa).
- 28.9** Where an employee is on assignment at a location beyond fifty (50) kilometers of the City of Winnipeg, or fifty (50) kilometers beyond the City of Portage La Prairie during a normal meal period, the employee shall be reimbursed for the cost of the meal upon the presentation of a receipt to the following maximums:

	Date of Signing	2nd Year July 1, 1999	3rd Year July 1, 2000
Breakfast	\$ 6.75		
Lunch			
Dinner	14.75	15.00	15.25

Employees on "out of town" assignments shall receive reimbursements of all reasonable expenses. If the assignment extends overnight, accommodation shall be provided as chosen and booked by the Company.

If an employee requests it, cash will be advanced to him to cover estimated expenses associated with an out of town assignment.

Where an "Out of Town" assignment requires the employee to travel across the Canadian - U.S. border, funds pursuant to Article 28.9 shall be given in U.S. funds.

- 28.10** When an employee travels to an out of town assignment on a common carrier between the hours of 8:00 AM and 12:00 midnight local time, full time shall be credited up to and only for the first eight (8) hours of travel. When an employee travels on a common carrier between the hours of 12:00 midnight and 8:00 AM local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section a seat or single occupancy berth on a common carrier is construed to be suitable sleeping facilities. Other premium or penalty sections of this Agreement shall not apply.

ARTICLE 29 - VACATIONS WITH PAY

- 29.1** Employees covered by this Agreement shall be entitled to the following vacations with pay:
- a) After one (1) and two (2) consecutive years of employment, two weeks' vacation.
 - b) After three (3) and to nineteen (19) consecutive years of employment, three (3) weeks' vacation.
 - c) After twenty (20) consecutive years of employment, four (4) weeks' vacation.
- 29.2** Vacation pay shall be calculated on the basis of four (4%) percent of gross wages in the case of employees to who Article 29.1 applies, and six (6%) percent of gross wages in the case of employees to who Article 29.1 (b) applies and eight (8%) percent of gross wages in the case of employees to who Article 29.1 (b) applies.
- 29.3** In the event that a general holiday occurs during an employee's vacation and the employee has an entitlement to the paid holiday, one (1) additional day for each such holiday shall be added to the employee's vacation. If granted an extra day's vacation will hamper operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.
- 29.4** Vacation wages shall be paid to each employee in advance not later than the day immediately preceding the beginning of his or her vacation.
- 29.5** Every employee shall be entitled to have at least two (2) weeks of his vacation scheduled consecutively unless requested otherwise by the

employee.

- 29.6** The Company shall have the right to determine the number of employees who may be released for vacation from a Job classification at any one time. Subject to business and operational requirements (Including grating periods), employees shall have the right to take vacations at any time and preference shall be given to employees within the same job classification on the basis of seniority. The Company will not act unreasonable when determining operational requirements.
- 29.7** The Company agrees to post a list of employees 'number of weeks' entitled by February 1st of each year to enable employees to write their preferred vacation time. On April 15th of each year vacation schedules shall be posted. Employees shall begin and end their vacation in conjunction with their normal days off, unless the employees requests otherwise and the same is authorized by the Company.
- 29.8** Once the vacation periods posted as provided in this Article, there shall be no change to the scheduled vacations unless mutually agreed between the employee involved and the Company, or except in the case of previously unforeseen circumstances, which are of such a nature that the Company's legitimate business or operational interests would suffer if the schedule were to be maintained.
- 29.9** Any employee who terminates his employment or whose employment is terminated shall be paid in lieu of vacation as prescribed by The Canada Labour Code.

26.67 < 29.10 By mutual agreement between the Company and the employee, the employee may be credited with compensatory ~~time off~~ In lieu of overtime pay. The maximum time which may be accumulated pursuant to this Article shall be forty (40) straight time hours during any calendar year. All accumulated time shall be taken at a time mutually agreed between the Company and the employee but no later than April 30th of the following year. If there is no mutual agreement by the said date, the Company shall assign the time off to be taken no later than August 31st or the Company may elect to pay the employee for the accumulated hours. Time off shall be paid at the salary rate at which time was earned.

ARTICLE 30 - GENERAL HOLIDAYS

30.1 The Company recognizes the following as paid holidays:

New Years Day

Good Friday

Victoria Day

Canada Day

Citizen's Day (1st Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

(Plus any day duly legislated by the Federal Government as a general holiday.)

Remembrance Day may be rescheduled to another date suitable to the Company.

The actual day of a holiday shall be deemed to be the holiday for pay purpose for an employee working on the holiday, except where, pursuant to the provisions hereof, there has been agreement to observe the holiday on another day.

30.2 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 shall receive, at the Company's option, one (1) additional day's pay or be given one (1) day off with pay at a mutually agreeable time.
- (c) If the holiday falls on a scheduled work day and the employee is required to work, the employee shall be paid for the day plus $1\frac{1}{2}$ times his hourly rate for all hours worked up to eight (8) hours or, at the option of the Company, another day shall be substituted for the holiday. All hours worked in excess of eight (a) hours per day will be paid at an additional $1\frac{1}{2}$ times the employees basic hourly rate and all hours beyond twelve (12) hours worked in a day shall be paid at a further additional $1\frac{1}{2}$ times the employee's basic hourly rate. ²⁰⁰³ _{12 & 50'}

30.3 An employee is not entitled to be paid for a holiday on which he does not work unless he has worked for at least fifteen (16) days during the

thirty (30) days immediately preceding the holiday,

- 30.4** In order for an employee to qualify for a paid holiday, he/she must not have been voluntarily absent from his/her scheduled work day prior and following such holiday. Vacation or an authorized leave of absences shall not disqualify an employee.

ARTICLE 31 - SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS

- 31.1** Prior of November 1st of each year the Company will ascertain the preference of those employees who may be required to work on Christmas Day and/or Boxing day and/or New Year's Day. The Company will, subject to business and operational requirements, schedule work on these holidays whereby an employee is not required to work on all three (3) days.
- 31.2** The Christmas and New Year's Day schedule will be posted not later than November 15th and except for unforeseen or mitigating circumstances, shall not be changed after the schedule has been posted.

ARTICLE 32 - HOURS OF WORK

- 32.1** The normal work day and week for all full time employees shall be eight (8) hours in any day and forty (40) hours in any week, exclusive of

meal periods.

Where an employee elects by personal choice to reside in a city or town other than in his/her principal work location (Winnipeg or Fortage La Prairie), the employee shall take whatever steps are necessary to ensure their attendance at work. Where, by virtue of the employee's decision to not reside in his/her principal work location, and the employee does not report as scheduled, the employee shall not be paid in respect of the time not worked.

32.2 The work week shall commence at 12:01 AM on Monday.

32.3 In the event of split shifts, except by mutual agreement between the employee and his/her supervisor, there shall not be more than two (2) such shifts within any day. A meal break or other break, or overtime or call-back shall not be construed as creating a split shift. This shall be applicable to full time employees and part time employees.

ARTICLE 33 - OVERTIME

33.1 The parties recognize there are production and operating requirements which necessitate overtime work being performed. The Company, however, will not require employees to work an excessive amount of overtime.

33.2 Except for on-air personnel, and except where for continuity of the assignment or work, where a

specific employee may be required, overtime and work on a scheduled day ~~off~~ may initially be refused by a senior employee. When, however, there is not a ~~less senior~~ **qualified** employee within the **same** job available to do the work required, the **senior** employees will be assigned to perform the work.

33.3 All hours worked in excess of eight (8) hours in any day and forty (40) hours in any week will be compensated at one and one-half (1 1/2) times the **basic** hourly rate of the employee.

33.4 Where an employer has been required to work overtime, the employee and his department Manager may mutually agree that the employee be granted **time off** in lieu of **overtime** pay at the applicable rate.

33.5 The date or dates when the **time off** may be taken shall be as mutually agreed between the employee and his department Manager, provided however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the **time** worked at the appropriate overtime **rate of pay**.

33.6 All **overtime**, in order to qualify for **overtime** compensation, must be authorized or approved by the department Manager,

33.7 All overtime compensation claims shall be filed with the Company on the form provided for that purpose within fourteen (14) days of the overtime have been worked. Where a claim has not been filed within the said period, there shall be a presumption that no overtime was worked.

ARTICLE 34 - POSTING OF SCHEDULES

- 34.1** Each employee's schedule for any week shall be posted as early as possible, but in no event, later than three (3:00) PM on Wednesday, five (5) days 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, but it is understood that circumstances do arise which require the changing of schedules.
- 34.2** Each employee's schedule shall state clearly the daily starting and normal finishing time and days Off.
- 34.3** In the event that the employee's schedule for any week is not posted in accordance with this Section, his previous weekly schedule shall carry over until a new schedule is posted, subject to all of the provisions of the Collective Agreement.
- 34.4** After this posting and subject to Article 34.5 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by four (4:00) PM of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty or on a remote assignment, the Company will notify the employee directly or give such notice to a reasonable person at the employee's residence. If such notice is not posted or the employee, when on a day off or on a remote assignment has not been notified, the employee shall be credited with all hours originally scheduled

plus any additional hours.

- 34.5** Notice of changing of starting time shall be given by twelve (12:00) noon of the day before the day affected. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.
- 34.6** The notice referred to in 34.4 and 34.5 herein shall be deemed to be waived where an unforeseen circumstances beyond the control of the Company prevails on the day in question (including the failure of another employee to notify the Company of circumstances necessitating the change), or where there is mutual agreement the Company and the employee to waive the notice.

ARTICLE 35 - DAYSOFF

- 35.1** There shall be two (2) consecutive days off. There ~~two~~ (2) consecutive days off may be in separate weeks, i.e. Sunday and Monday.
- 35.2** The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- 35.3** The two (2) consecutive days off shall consist of ~~forty-eight~~ (48) hours plus the turnaround period of ten (10) hours for a total of ~~fifty-eight~~ (58) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of ten (10) hours for a total of thirty-four (34) 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.

ARTICLE 36 - WORK ON SCHEDULED DAYS OFF

- 36.1** When an employee is required to work on his scheduled day off or days off, all work performed on that day or days shall be compensated on the basis of one and one-half (1 1/2) times the employee's basic hourly rate.
- 36.2** An employee who is required to work on his scheduled day off shall be guaranteed a minimum credit of three (3) hours in respect of each scheduled day off he is required to work. The minimum credit shall not apply in the case of a call-back.
- 36.3** Nothing herein precludes an employee and his Supervisor from mutually agreeing to change in employee's scheduled day off and in such case the overtime provision as in Article 33.3 shall not apply.
- 36.4** Where an employee has been required to work on his scheduled day off, the employee and his Department Manager may mutually agree that the employee may be granted compensating time off in lieu of overtime pay. The date or dates when the time off may be taken shall be as mutually agreed between the employee and his Department Manager, provided, however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.

ARTICLE 37 - TURN-AROUND

- 37.1** A turnaround period is the period of at least ten (10) hours between the end of one (1) tour of duty and the commencement of the next tour of

duty.

37.2 All time scheduled and/or worked, and any meal period during any of the turnaround periods shall be compensated for, in addition to the regular basic rate, at **one-half (1/2) times such** basic rate for the **portion of** such assignments which encroach on the turnaround period.

37.3 No payments shall be made for the following encroachments:

- (a) Where the encroachment occurs as a result of a regular recurring shift pattern.
- (b) Where the encroachment occurs as a result of the employee being required to work due to the unexpected absence of an employee who has been scheduled to work.
- (c) Where the encroachment occurs as a result of a call back.

ARTICLE 38 - CALL BACK

38.1 An employee called back to work after having completed his shift of work on the day in question shall be paid at the rate of one and **one-half (1 1/2) times** his basic hourly rate with a minimum credit of **three (3) hours** at his basic hourly rate, or paid as if his shift continues uninterrupted on that day. The minimum call-back credit shall apply **once** only during any **twenty-four (24) hour** period.

38.2 Where an employee is called back on more than one occasion between the finish of a shift and the

commencement of his next scheduled shift, he shall be entitled to the minimum credit as set forth in Article 38.1 only with respect of the first call-in.

- 38.3** Call-back provisions shall not apply where the employee returns to work to complete an assignment that he ought to have completed before leaving work.

ARTICLE 39 - TEMPORARY UPGRADING

39.1 Where an employee is temporarily assigned to perform a job with a higher job classification than the Job classification to which he is normally assigned, he shall be paid the following for that work in addition to the salary for the Job to which he is normally assigned:

- a) The amount of four (\$ 4.00) dollars where he is assigned to a higher Job classification for a period between two (2) and four (4) hours on any one tour of duty; and
- b) Where he is assigned to a higher job classification for more than (4) hours of any one (1) tour of duty:
 - (i) Effective from the date of signing, the amount of six (\$ 6.50) dollars and fifty cents.
 - (ii) Effective one (1) year from the date of signing, the amount of seven (\$ 7.00) dollars.

39.2 The additional pay provisions set forth in Article 39.1 of this Article shall not apply to part-time

employees nor shall they apply In cases where:

- (a) The work of a higher job classification is performed on an intermittent or Irregular basis during the shift of work; or
- (b) The work of a higher job classification is for a period of less than (2) hours during the shift of work; or
- (c) The employee is assigned to work in a higher job classification for training or trial, for a maximum of twenty (20) working days except if the employee is covering for another employee who is on vacation; or
- (d) An employee is covering the first day of illness or accident of another employee.

ARTICLE 40 - EXCESSIVE HOURS AND SAFETY

40.1 The Union may discuss with the Company any working conditions which the Union believes are, in its opinion, detrimental to health or safety of the employees.

40.2 The Company and the Union shall both participate in a Safety and Health Committee established pursuant to Part II of The Canada Labour Code and the parties shall cooperate in the carrying out of recommendations of said Committee relating to the safety and health of employees. The Committee shall operate as outlined in The Canada labour Code.

40.3 A properly supplied first aid kit will be located in the Production area and the Winnipeg News Bureau. All vehicles provided by the Company for travel to and from remote sites shall contain safety

partitions and Government approved winter survival kits. Employees shall not remove survival kits from vehicles except in an emergency, and shall be responsible for checking the vehicle's kit before leaving on a remote assignment to ensure it has not been removed from the vehicle or stripped of its components.

The employee shall advise a Supervisor as soon as possible if the kit is incomplete or damaged.

The transmitter vehicle required to travel to and from transmitter sites shall also be equipped with a radio telephone in good working order.

40.4 The Company agrees to provide winter parkas and gloves and necessary safety devices for **ENG/EFP** camera personnel and Engineering personnel on assignments (e.g., **remotes**, towers, **ENG/EFP** shots) where conditions require their use. The employee shall not be held responsible for the maintenance of the normal wear or accidental damage caused to the type of clothing or safety devices as supplied to him by the Company so long as the employee has complied with all reasonable policies of the Company in respect to signing the items in and out of the station. The items to be provided herein shall not be used by an employee other than when on assignment as referred to hereto.

40.5 Where employees are assigned to assignments, and there is a concern for safety as a result of inclement weather or other circumstances, the Company, in its sole discretion, shall provide **two-way** communication to be used solely and exclusively in respect of matters relative to the assign

ment. Upon completion of the assignment the same shall be forthwith returned to the Company. It is understood that when an employee is required to work away from the City of Portage la Prairie/Winnipeg, they will be provided a means of communicating with the station.

ARTICLE 41 - MEAL PERIODS AND BREAKS

- 41.1** All employees shall be allowed an unpaid lunch period of sixty (60) minutes duration. Where operational requirements do not permit a break employees shall be permitted to eat on the job. Where an employee works during his/her meal period, he or she shall be given equivalent time off immediately preceding the end of the shift or shall be paid for the time worked during the lunch period.
- 41.2** The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangements will not be abused.

ARTICLE 42 - GENERAL SALARY PROVISIONS

- 42.1** Employees shall be assigned to the appropriate Job groupings set forth herein, and shall be paid at a salary no less than its minimum salary for the Job grouping to which they are assigned.
- 42.2** Progression up the salary schedule within each

job classification shall automatically occur on the first (1) day of the month following the employee's anniversary date of employment within the job classification. Progression shall be as follows:

- 42.2 (a) Following ~~successful completion of their~~ probationary period or extension thereof, employees shall be paid at a salary no less than the minimum salary for the ~~after probationary or extension~~ minimum salary for the job group to which they are assigned.
- (b) Following one (1) year of employment employees shall be paid at a salary no less than the minimum salary for the one (1) year level for the job group to which they are assigned.

42.3 **Period #1** ~~-----~~

Increase all monthly rates effective July 1, 1998 by an amount of three (3%) percent.

42.4 **Period #2** ~~-----~~

Increase all monthly rates effective July 1, 1999 by a further amount of two and one-half (2.6%) percent. *4 JUL 1 5 1999*

42.5 **Period #3 - July 1, 2000 to June 30, 2001**

Increase all monthly rates effective July 1, 2000 by a further amount of two and one-half (2.59%) percent.

- 42.6 It is recognized that the salary provisions for the respect job groupings are minimums and that the Company retains the rights to pay an employee higher than the salary provisions set forth, and that the Company may grant any additional

Salary Increases:

Year 1	July 1, 1998 - June 30, 1999	3%	ATB
Year 2	July 1, 1999 - June 30, 2000	2.5%	ATB
Year 3	July 1, 2000 - June 30, 2001	2.5%	ATB

Group 1: Building Supervisor, Receptionist/Secretary

	July 1/98	July 1/99	July 1/00
Start	1288	1320	1353
After Probation	1346	1380	1414
1 Year	1405	1440	1478

Group 2: General Operator, Movie Editor, Traffic, Shipper Operator, Promotion Assistant, Production Assistant

	July 1/98	July 1/99	July 1/00
Start	1405	1440	1478
After Probation	1463	1500	1537
1 Year	1580	1620	1660

19470

Group 3: Master Operator, Promotion/Creative Writers, Graphic Artist/Designer, Program Co-ordinator, Switcher/Director, Production Editor, ENG/EFP, News Edit

	July 1/98	July 1/99	July 1/00
Start	1580	1620 9.16	1660
After Probation	1639	1680 9.11	1722
1 Year	1696	1738	1781

20, 256

**Group 4: *Photojournalist, Reporter/Anchors,
Program Producers/Hosts**

	July 1/98	July 1/99	July 1/00
Start	1755	1799	1844
After Probation	1814	1859	1905
1 Year	1874	1921	1969

* A Photojournalist is defined as one who is regularly scheduled to perform both reporting and ENG Camera duties which may include researching an item, writing script, arranging shoots, voice over and appearing on camera.

Group 5: Maintenance Technician

	July 1/98	July 1/99	July 1/00
Start	1874	1921	1969
After Probation	1961	2010	2060
1 Year	2049	2100	2152

Group 6: Anchor/Reporters

	July 1/98	July 1/99	July 1/00
Start	1990	2040	2091
After Probation	2078	2130	2183
1 Year	2165	2219	2274

The following hourly wages are applicable to part-time employees and are minimums:

	July 1/98	99	00
Group 1	\$ 6.38	\$ 6.54	\$ 6.71
Group 2	\$ 6.65	\$ 6.83	\$ 7.00
Group 3	\$ 7.21	\$ 7.39	\$ 7.58

Group 4, 5 and 6 employees shall be paid on the basis of the applicable start rate divided by 173 hours.

ARTICLE 44 - GENERAL PROVISIONS

- 44.1** Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of Company premises and equipment. The employee must report the loss and damage of equipment immediate to his Supervisor.
- 44.2** Nothing in the Agreement precludes the Company and an employee from entering into arrangements whereby employees perform work outside their normal working hours on a freelance basis for the Company where the compensation and conditions of such freelance work are mutually agreed by the employee and the Company. When working as a freelancer, the person shall be paid no less than straight time for all hours engaged on the freelance assignment, but other provisions of this Agreement do not apply.
- 44.3** It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefit to an employee are matters for the sole discretion of

the Company.

44.4 Employees shall not use Company premises, equipment or supplies for other than the business of the Company except with the prior written approval of the Company.

44.5 Non-reduction Clause:

It is recognized that certain employees are presently receiving a higher rate for their job category than the rates herein negotiated. The signing of this agreement shall not be interpreted as reducing the wage rate presently being paid to these employees.

ARTICLE 45 - DURATION OF AGREEMENT

45.1 This Agreement shall commence at 12:01 a.m., ~~September 20, 1998~~ and shall remain in force until midnight, June 30, 2001 and shall be renewed ~~automatically from~~ year to year thereafter, unless either party notifies the other by registered mail not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date of its intention to renew or revise this agreement. In the event such notice is given, the agreement shall continue in full force until a new agreement is concluded or until the requirements of the Canada Labour Code relating to a strike or lockout have been met, whichever occurs first.

IN WITNESS WHEREOF, the **parties hereto** have caused this Agreement to be executed this **15th** day of September, **1998**.

**COMMUNICATIONS,
ENERGY AND
PAPERWORKERS
UNION OF CANADA**

**CHMI/MTN TELEVISION
A Division of
Craig Broadcast
Systems Inc.**

**Wendy Sol
National Representative**

**Shane Neufeld
General Manager**

APPENDIX A
Article 1 - Part-Time Employees

General

- 1.01** All articles of this Collective Agreement, being Articles 1 to 46 inclusive, shall apply to part-time employees except as hereinafter provided.
- 1.02** The following Articles in the Collective Agreement shall not apply to part-time employees:
- Article 16 - Seniority
 - Article 18 - Promotions and Transfers
 - Article 20 - Lay Offs and Recalls
 - Article 21 - Recall from layoff
 - Article 23 - Sick Leave
 - Article 27 - Jury and Witness Duty
 - Article 29 - Vacations with Pay
 - Article 30 - General Holidays
 - Article 31 - Scheduling of Christmas and New Years
 - Article 32 - Hours of Work
 - Article 33 - Overtime
 - Article 34.5 - Change of Starting Time
 - Article 34.6 - Notice of Change Waived
 - Article 38 - Call Back
- 1.03** Appendix A, Article 1 (Part Time) to Article 5 (Part Time) Inclusive shall also apply to part-time employees.

APPENDIX A
Article 2 - Part-Time

Vacations and Vacation Pay

- 2.01** Upon written request of the employee, the Company agrees to grant time off (but not vacation

scheduled day off, an employee shall be given equivalent time off.

- 1.2** No overtime penalties or premiums shall be paid where an employee is absent from work in accordance with this Article.
- 1.3** Where an employee attends an educational or training program on their scheduled day off of their own volition, Article 1.1(b) shall not apply.
- 1.4** An employee shall be reimbursed for all expenses incurred under Article 1.1, including course material, meals and travel, which are to be approved in advance.
- 1.5** An employee who has been in the employ of the Company for twelve months or more, who wishes to enroll in an educational or training program may, at the Company's discretion have up to one hundred (100%) percent of the cost there of paid by the Company where the educational or training program is directly related to the employees current job and/or where the program has the potential for helping the employee prepare for other employment opportunities which may become available with the company.

Reimbursement for the educational or training program shall be contingent upon the employee having successfully completed the educational or training program, and subject to the same having been approved in advance in writing by the Company.

For those employees who were not required to take said educational or training program and subsequently quits their job the following shall apply:

the provisions hereof, there has been agreement to observe the holiday on another day.

- 3.02** An employee is not entitled to be paid for a holiday on which he does not work unless he has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- 3.03** Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days he has worked immediately preceding the holiday.
- 3.04** Where an employee is required to work on a holiday, either of the following, as determined by the Company, shall apply:
- a) Another day shall be substituted for the holiday; or
 - b) He shall be paid the holiday pay to which he is entitled plus one and one-half (1 1/2) times the basic hourly rate for all hours worked.

APPENDIX A

Article 4 - Part Time

Company Seniority

- 4.01** Seniority for part-time employees shall be based on actual hours worked as a part-time employee from the date of last hire with the Company.
- 4.02** Where a part-time employee has been assigned to a full time status, he or she shall be given seniority and service credit for part-time hours worked.
- 4.03** Part-time employees shall have seniority only within

the part-time group of employees.

- 4.04** Where a part-time employee has not worked for the Company during any consecutive ninety (90) day period he shall be deemed to be no longer employed by the Company.
- 4.05** A part-time employee who has subsequently been hired as full time, shall serve the full time probationary period as defined in the Collective Agreement.

APPENDIX A

Article 5 - Part Time

Full Time Opportunities

- 5.01** Part-time employees are encouraged to apply for full time posted positions. Selection of an individual shall be based upon qualifications established by the Company.
- 5.02** The Company is establishing and determining the qualifications shall do so in a bona fide and non discriminatory manner.
- 5.03** Where, in the Company's opinion there is no applicant who satisfactorily meets the qualifications for the posted position, the Company may hire from any source.

APPENDIX A

Article 6 - Part Time

Employee Benefits

- 6.01** Part-time employees will be entitled to enroll in the Employer's Insured Employee Benefit Plan subject to the following conditions:
- (a) Eligibility for enrollment dates shall be March

1st and September 1st of each year.

- (b) The employee must **have worked** on an average of **twenty-five (25)** hours per week during the preceding **six (6)** month period. For greater clarity, the employee must have worked **650 hours during the period.**
- (c) Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purpose of paragraph (b) herein.
- (d) The Company may, in its absolute discretion, enroll or continue to enroll an employee in the Insured Employee Benefit Plan, notwithstanding that an employee may not qualify for enrollment pursuant to paragraph (b) herein.
- (e) A part-time employee covered by the Plan shall, by payroll deduction, pay **sixty (60%)** percent of premiums applicable to the Dental Plan and Extended Health Plan.

LETTER OF UNDERSTANDING

Training and Educational Seminars

- 1.1** Where an employee is authorized or required by the Company to attend an educational or training program, the following shall apply:
- (a) **If the same is attended** on the employee's scheduled day of work, the employee shall not suffer a loss of regular pay as a result of attending.
 - (b) If the **same** is attended on the employee's

scheduled day off, an employee shall be given equivalent time off.

- 1.2** No overtime penalties or premiums shall be paid where an employee is absent from work in accordance with this Article.
- 1.3** Where an employee attends an educational or training program on their scheduled day off of their own volition, Article 1.1(b) shall not apply.
- 1.4** An employee shall be reimbursed for all expenses incurred under Article 1.1, including course material, meals and travel, which are to be approved in advance.
- 1.5** An employee who has been in the employ of the Company for twelve months or more, who wishes to enroll in an educational or training program may, at the Company's discretion have up to one hundred (100%) percent of the cost thereof paid by the Company where the educational or training program is directly related to the employee's current job and/or where the program has the potential for helping the employee prepare for other employment opportunities which may become available with the company.

Reimbursement for the educational or training program shall be contingent upon the employee having successfully completed the educational or training program, and subject to the same having been approved in advance in writing by the Company.

For those employees who were not required to take said educational or training program and subsequently quits their job the following shall apply:

- (a) Prior to fulfilling six months after completing the educational or training program the employee shall reimburse the Company for the total amount (100%) that the Company contributed to the educational or training program payment.
- (b) Prior to fulfilling one (1) year after completing the program but after completing six (6) months, the employee shall reimburse the Company for one half (50%) of the amount that the Company contributed to the educational or training program payment.
- (c) Prior to fulfilling two (2) years after completing the program but after completing one (1) year, the employee shall reimburse the Company for one quarter (25%) of the amount that the Company contributed to the educational or training program payment.