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TERM.	2000	12	31
No. OF EMPLOYEES	7		
NO. DE D'EMPLOYES	A4		

COLLECTIVE AGREEMENT

BETWEEN

NORTHERN NATIVE BROADCASTING

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3849

January 1, 1998 - December 31, 2000

11546(09)

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THIS AGREEMENT MADE THIS 17th DAY OF December , 1997.

BETWEEN:

C.F.N.R.
(hereinafter called "the Company")
Party of the First Part;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3849
(hereinafter called "the Union")
Party of the Second Part;

The parties hereby agree as follows:

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Collective Agreement:
- (a) To maintain and improve harmonious relations and provide settled conditions of employment between the Company as represented by the General Manager and its employees as represented by the Union;
 - (b) To recognize mutual value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment between the Company and its employees;
 - (c) To encourage efficiency in operations;
 - (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and,
 - (e) To eliminate interruptions of work and interference with the proper operation of the Company's business.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management of the Company and the direction of the working forces are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by the express provisions of this agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, transfer, layoff, recall after layoff and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, job rating classifications, work assignments, methods of performing the work and the working establishment;
- (d) determine and control all programs, the number and location of plants, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgement and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this agreement;
- (f) introduce new technology and new devices in order to maintain or to improve its competitive position. The parties further recognize that layoffs of staff may occur as a result of these changes, and the Company agrees that such layoff will be effected in accordance with articles of this Collective Agreement.

All rights referred to in this article shall be exercised in accordance with the terms of this agreement.

2.02 Where rights and/or responsibilities of the Company or the General Manager are set out, these may be designated to another person. The Union shall be advised in writing of any appointed designate.

ARTICLE 3 - BARGAINING UNIT RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Company recognizes the Canadian Union of Public Employees and its Local 3849 as the sole and exclusive collective bargaining agent for all of its employees, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in an emergency or as agreed to in writing by the Parties.

3.03 Part-Time and Temporary Employees

This Collective Agreement is fully applicable to all employees, including full-time, part-time, temporary or casual employees, unless otherwise specified in this Collective Agreement.

3.04 No Other Agreements

No employee shall be required by the Company or permitted by the Union to make a written or verbal agreement with the Company or its representatives which may conflict with the terms of this Agreement.

Notwithstanding the above, the Parties may make an agreement on any issue, by way of a signed and ratified Memorandum of Agreement which shall be attached to and form part of the Collective Agreement.

3.05 Representative/Assistance

The Company recognizes the right of the Union to have assistance and/or representation from the Canadian Union of Public Employees and/or any other assistance or representation it deems necessary when dealing on any matters with the Company. Likewise, the Union recognizes the right of the Company to have assistance and/or representation from any source it deems necessary when dealing on any matters with the Union. As a matter of courtesy the Parties will advise each other of who will be present or represent them at meetings.

ARTICLE 4 - NO DISCRIMINATION

4.01 Company Shall Not Discriminate

The Company agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap or their membership or activity in the Union.

4.02 Confidentiality and Disclosure

An employee shall:

- (a) not engage in public criticism of Northern Native Broadcasting in general, nor the Directors, the General Manager or the administration policies;
- (b) not use information obtained on the job for other than the intended purpose; not for personal interests or for those of other persons, without permission of the General Manager;
- (c) maintain the confidentiality of all information acquired at the place of work. Such information may not be released to the general public or new media unless approved by the General Manager;
- (d) not be disciplined or discriminated against for any personal disclosure of information to any government ministry or officer.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one (1) month of the signing of this Collective Agreement, all employees of the Company shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 Exclusions

The following positions are excluded from membership in the Union:

General Manager Administrative Assistant

5.03 Board of Directors Cannot Be Members

An employee who runs for the Board of Directors and is elected must take a leave of absence from his/her position with the Company for the duration of his/her term in office as Director. A Board member who accepts a position with the Company must resign from his/her position on the Board for the balance of his term as Director.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Initiation Fees and Assessments

The Company shall deduct from the wages of each employee in the bargaining unit any dues, initiation fees or assessments levied by the Union on its members.

6.02 Deductions

The Union shall notify the Company in writing of all dues, initiation fees and assessments to be deducted from the wages of each employee and of any changes in the deductions. Deductions shall be made monthly from each payroll of each employee and shall be forwarded to the Treasurer of the Union within ten (10) days, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

ARTICLE 7 - COMPANY AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employee

The Company agrees to acquaint a potential employee with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Membership Requirement and Check-off of Union Dues.

7.02 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to his/her Union Steward. The Union shall provide the employee with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union may, without **loss** of pay, meet with any new employee during regular work hours, for a maximum of thirty (30) minutes, during the first month of employment, to acquaint the employee with the benefits and duties of Union membership.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

- (a) All correspondence between the parties arising out of this Collective Agreement, shall pass to and from the General Manager and the Secretary of the Union.
- (b) The Company shall provide a copy of correspondence between itself and any bargaining-unit employee to the Union Secretary or delegate, if the correspondence pertains to the interpretation of the Collective Agreement or renders a negative response to the employee on the application or administration of any part of the Collective Agreement.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Company. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and working conditions for the employees.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Improving relations between the Company and the employees.
- (b) Improving services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

9.03 Meetings of Committee

The Labour Management Committee shall meet at least bi-monthly. In addition, the Committee shall meet at the request of either party at a mutually agreeable time and place. Its members shall receive from the party requesting the meeting a notice and agenda of the meeting at least twenty-four (24) hours in advance of the meeting. Employees shall not suffer any **loss** of pay for time spent attending Committee meetings. A Company and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the party requesting the meeting.

9.04 Jurisdiction of Committee

- (a) The Committee shall not have jurisdiction over collective bargaining, the grievance and arbitration procedure or the administration of this Collective Agreement.
- (b) The Committee does not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Company with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

- (a) The Company shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit that is contrary to this Collective Agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Company without the written authorization of ~~the~~ Union Executive.

- (b) In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union shall supply the Company with the names of its Executive, Committee members and other officers.

10.02 Bargaining Committees

- (a) A Union Bargaining Committee shall consist of not more than two (2) members of the Union Local. The Union will advise the Company of the Union members on the Committee.

- (b) A Company Bargaining Committee shall consist of not more than two (2) representatives of the Board of Directors, one of whom shall be the General Manager. The Company will advise the Union of its representatives on the Committee.

10.03 Function of Bargaining Committee

Any matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Company Bargaining Committee for discussion and settlement.

10.04 Union and Company Advisors

- (a) The Company shall not object to the Union at any time having the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Company. Such representatives or advisors shall have reasonable access to the Company's premises in order to investigate and assist in the settlement of a grievance.

- (b) The Union shall not object to the Company at any time having the assistance of other advisors when dealing or negotiating with the Union.

10.05 Time off for Direct Bargaining

Any member of the Union Bargaining Committee who is in the employ of the Company, up to a maximum of two (2) members, shall have the right to attend bargaining meetings with the Company if held within regular working hours, without loss of pay and benefits. However, Union business such as for bargaining preparation or meeting with the membership of the local will be done outside of normal business hours.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Company acknowledges the rights and duties under this Collective Agreement of the Union Grievance Committee and the Union Stewards, and the Union acknowledges the rights and duties under this Collective Agreement of the General Manager. The Steward shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Company in writing of the name of each Steward, the Chief Steward and the members of the Union Grievance Committee.

11.03 Permission to Leave Work

A Steward may leave his/her work during his/her regular working hours to carry out his/her duties under this Collective Agreement upon obtaining permission from the General Manager, which permission shall not be unreasonably withheld subject to program and staffing requirements.

11.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where it is alleged that the Company or the Union have acted unjustly or improperly.

11.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly, without work stoppage, in the following manner:

Step 1 - The aggrieved employee(s) shall submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/her grievance to the Chief Steward and/or another member of the Union Grievance Committee. At each step of the grievance procedure the employee shall have the right to be present.

Step 2 - If the Steward and/or the Union Grievance Committee consider the grievance to be justified, they shall first attempt to settle the grievance with the General Manager within seven (7) working days of the incident or of when the incident giving rise to the grievance became known. The General Manager shall render his/her decision within five (5) working days after receipt of the grievance.

Step 3 - Failing satisfactory settlement at Step 2, the Union Executive shall submit the grievance to the Board of Directors within seven (7) working days of receipt of the General Manager's response in Step 2. A committee of the Board of Directors shall meet with the Union Representative(s) in an attempt to settle the grievance within fifteen (15) working days. The Board shall render its decision within ten (10) working days after the meeting.

Step 4 - Failing a satisfactory settlement within fifteen (15) working days after receiving the response from the Board of Directors, the Union Executive or the Company may refer the grievance to arbitration.

11.06 Time Limits

The time limits set out in this article may be extended or amended by mutual agreement in writing between the Parties.

11.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Company in the manner provided in the grievance procedure.

11.08 Replies in Writing

Grievances and replies to grievances shall be in writing and shall state reasons.

11.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 - ARBITRATION

12.01 Composition of Arbitration Board

When either the Union or the Company requests that a grievance be submitted to arbitration, the request shall be given to the other party, indicating the name and address of its appointee on an Arbitration Board. Within five (5) days, the other party shall answer indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial Chairperson. The parties may agree to appoint a single arbitrator.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister upon request of either party.

12.03 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

12.04 Board Procedure

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow procedures that are comprehensible to laymen. It shall hear and determine the difference or allegation and attempt to render a decision within ten (10) days from the time the Chairperson is appointed.

12.05 Decision of the Board

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties, and may not be changed. The Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within five (5) days.

12.07 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half ($\frac{1}{2}$) of the fees and expenses of the Chairperson;
- (c) One-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator if a single arbitrator is appointed.

12.08 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement of the parties. The Arbitration Board has the authority to extend time limits at its discretion.

12.09 Witnesses

- (a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- (b) The parties agree to make all reasonable arrangements to permit the conferring parties or arbitrator(s) to have access to the Company's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Just Cause for Discipline and Dismissal

No employee shall be discharged, suspended or disciplined except for just cause. A verbal reprimand does not constitute disciplinary action.

13.02 Discipline

(a) Written Warning

The General Manager will send a copy of the written warning to the Union within ten (10) days. The written warning shall include the following:

- (i) Employee name and job title;
- (ii) Description of the infraction;
- (iii) Date and time of the infraction;
- (iv) List of any witnesses to the infraction; and
- (v) An indication of the nature of the discipline or dismissal to follow should the employee not improve performance standard by a given date.

(b) Suspension

The General Manager will send a copy of the discipline slip to the Union within two (2) days and shall include the following:

- (i) Employee name and job title;
- (ii) Description of the infraction;
- (iii) Date and time of the infraction;
- (iv) List of any witnesses to the infraction;

- (v) Description of disciplinary action, i.e. length of suspension without pay;
- (vi) An indication of dismissal to follow should the employee not improve performance standard by the given date;
- (vii) Signatures of both General Manager and employee; and
- (viii) Employee must be given his/her copy at disciplinary meeting.

(c) Dismissal

Where an employee is discharged for disciplinary reasons, the Company shall provide the employee a written statement giving the reasons therefore within twenty-four (24) hours of the dismissal. A copy of the statement will be given to the Union.

13.03 Work Report

- (a) An employee shall be notified in writing within ten (10) days of any expression of Company dissatisfaction concerning his/her work.

If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against employee.

The employee's written reply to such expression of dissatisfaction shall become part of his/her record.

Any letters of memorandum on an employee's file will be removed within two (2) years from the filing date if there are no further infractions within that time period.

- (b) Failure to grieve a previous discipline, or to pursue such a grievance to arbitration, shall not be considered admission that such a discipline was justified.

13.04 Right to Have Steward Present

The Company shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Shop Steward to be present during any meeting where the substance of the meeting involves a dismissal from employment for any reason including layoff or disciplinary matter.

13.05 Access to Personnel File

An employee shall have the right to view his/her personnel file during regular working hours, and to respond in writing to any document contained therein. Such reply shall become part of his/her record. Requests to view personnel files must be made in person, in writing to the General Manager, two (2) days in advance. This viewing will be done in the presence of the General Manager, for a period not to exceed fifteen (15) minutes.

13.06 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action. Unpaid leave of absence will apply in this situation.

13.07 Resignation Notice

An employee when resigning is expected to give the Company minimally two (2) weeks' notice in writing. During the notice period, the employee shall perform his/her duties in the normal manner.

13.08 Political Action

Employees who are essential to perform the continuous on-air operations or extraordinary requirements of the broadcast station will not be permitted leave to participate in political action called for by the Canadian Labour Congress, its affiliates or subordinate bodies and will be subject to disciplinary action if absent. Employees who participate in such political action will not be paid for working time lost and will not be disciplined.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall include continuous service with the Company prior to the certification or recognition of the Union. The seniority of qualified employees shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Collective Agreement. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The Company shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in October each year. The seniority list shall form Schedule C of this agreement.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first three (3) months of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits under this Collective Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. The probation period may be extended by mutual agreement of the parties in writing.

14.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Company.

An employee shall only lose his/her seniority in the event:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she resigns in writing.
- (c) Following a layoff he/she fails to return to work within ten (10) working days after receiving a notice to do so. Laid off employees who cannot return to work as a result of sickness or other just cause and who are recalled shall be permitted reasonable additional time to return. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall. It is the employee's responsibility to ensure that the Company has a correct mailing address for the employee.
- (d) He/she is laid off for a period in excess of twelve (12) months.
- (e) He/she fails to return to work within five (5) working days of the conclusion of an approved paid or unpaid leave of absence, or fails to report to work for five (5) consecutive working days. An employee who cannot return to work as a result of sickness or other just cause shall be permitted reasonable additional time to return.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. Such employee shall have the right to return to his/her former position in the bargaining unit within ninety (90) days. If an employee returns to the bargaining unit after ninety (90) days, he/she shall be placed in a job consistent with his/her seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

14.06 Change in Delivery of Service

Where another employer is to take over service(s) provided by the Company, the Company will make requests to place affected employees with the new employer. The secretary of the Union will be notified, and the Union shall be kept informed on matters pertaining to employee working conditions.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs due to resignation, termination or retirement, the Company shall notify the Union in writing no later than pay period ending.

If the Company should decide to fill the vacant position or when a new position is created, the Company will post a notice regarding the new position allowing a one (1) week time frame for interested employees to respond.

Temporary positions and/or vacancies are not required to be posted. However, positions of one (1) month or more duration shall be posted. Where the temporarily vacant position is not going to be filled or may have several people doing a part of the position, no posting is required.

Assignment of permanent employees to temporary positions will only be considered in such circumstances where disruption to normal work routine is reasonable and where scheduling permits.

15.02 Information in Postings

- (a) Such notice shall contain the following information:
Title of position, required qualifications, shift, hours of work, and pay rate.
- (b) Qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Company;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02 (Seniority) shall be appointed.

15.04 Special Work Assignments

The Company shall have discretion in allocating special work assignments, i.e. sports events, cultural events, special interviews or special programs.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of up to four (4) weeks. The employee shall be confirmed in the position after four (4) weeks' service, provided that his/her service has been satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, he/she shall be returned to his/her former position and pay without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and pay without loss of seniority.

15.06 Promotions Requiring Higher Qualifications

After a job has been posted and the Company was not successful in obtaining qualified candidates, consideration for promotion may be given to an employee who does not possess the required qualifications. Such employee may be given an additional trial period to qualify and shall return to his/her former position and pay if the required qualifications are not met within such time.

15.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant, who is an employee, and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

15.08 Handicapped and Older Worker Provision

On request, the Company shall make every reasonable attempt to provide suitable alternate employment with no reduction in pay rate when, through injury, illness or handicap an employee is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.

15.09 On-The-Job Training

The Company may inaugurate and maintain a system of "on-the-job" training so that interested employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising in a particular classification. Employees taking such training shall be allowed regular opportunities to learn the work of higher or equal positions during regular work hours by working together with qualified employees for temporary periods, without affecting the pay of the employees concerned. Job training shall only take place when the qualified employee is instructing the trainee. The Company shall discuss the prerequisites with the Union prior to posting the training opportunity.

15.10 Training Courses

- (a) The Company shall post any training courses and experimental programs for which employees may be selected. The notice shall contain the following information:

Type of course, time, duration and location of the course and minimum qualifications required for applicants.

- (b) This notice shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such courses and programs.

- (c) (i) The Company has the right to allocate job training related to an employee's current job.
- (ii) The senior qualified applicant(s) shall be selected when there are more applicants than required for job training which is not related to the employee's current job.

- (d) For purposes of pay and benefits, time spent in training courses approved by the Company shall be considered to be time worked, if such courses are held during regular working hours.

15.11 Specified Term Projects

The Union recognizes that from time to time the Company shall be granted funding for specified term projects. The following conditions shall apply:

- (a) Job postings shall clearly state the duration of the employment.
- (b) Qualified employees on layoff, who meet the requirements of the funding agency, shall be given an opportunity for recall prior to new employees being hired.
- (c) Upon completion of twelve (12) consecutive months' service, a new employee, hired to a term project, shall become eligible to participate in all employee benefit plans. However, the Company shall not contribute to such an employee's benefit plans during layoff.
- (d) The severance pay provisions of this Collective Agreement shall not apply to employees working on a term project.

- (e) The layoff and bumping provisions of this Collective Agreement shall not apply to an employee working on a term project.
- (f) If the funding sponsor does not dictate or specify the pay rate to be assigned to the temporary position, the minimum pay rate shall be the lowest pay rate assigned to the particular employee class involved (i.e. minimum pay for radio announcer class.)

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work.

16.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided the remaining employees are qualified to perform the work available.

If an employee who is exercising his/her right to bump has not previously worked successfully in the Job Classification being bumped into, a demonstration of ability shall be required by the Company. This demonstration of ability shall include a test such as typing or accounting test or a demo tape as is applicable to the position.

An employee required to take such a test will do so at an agreed upon time with the General Manager.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to perform the available work.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 15.03 (Recall Procedure).

16.05 Advance Notice of Layoff

- (a) An employee who has more than three (3) months of consecutive service is entitled to written notice of the Company's intention to layoff his or her employment at least two (2) weeks before the date specified in the notice. In lieu of such notice, the employee is entitled to two (2) weeks' wages at the regular rate.

- (b) An employee who has more than five (5) years of consecutive service is entitled to written notice of the Company's intention to layoff his or her employment at least four (4) weeks before the date specified in the notice. In lieu of such notice, the employee is entitled to four (4) weeks' wages at the regular rate.

- (c) An employee given notice of layoff shall advise the Company in writing whether he/she will exercise his/her bumping rights (article 15.02), his/her severance rights (article 23.11), or his/her recall rights (articles 15.03 and 13.04).

ARTICLE 17 - HOURS OF WORK

17.01 Regular Hours of Work

Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

The normal work day and week for all full-time employees shall be seven (7) consecutive hours per day exclusive of the meal break and five (5) consecutive days per week. Hours in excess of this schedule are compensated at overtime rates.

17.02 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift, unless another arrangement agreeable to the Company and the employee is reached.

17.03 Attendance at Workshop

Time spent at workshops and at in-service training courses, with the approval of the Company, shall be considered as time worked if such workshops or courses are held during regular working hours. An employee attending such workshops and courses shall not be entitled to overtime pay. However, in the event that an employee attends a workshop or course on Saturday, Sunday or a statutory holiday, the employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits. Upon making a written request to the General Manager or his/her designate, the leave shall be taken at a time mutually agreeable to the employee and the General Manager or his/her designate.

17.04 Travelling Time

For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

- (a) When a Company employee is required to travel outside his/her work place on Company business, the time of departure and the means of such travel shall be determined by the Company and the employee will be compensated for travel time in accordance with clauses 16.05 (b) and 16.05 (c). Travel time will not be paid for attendance at training or workshops.
- (b) For the purposes of clauses 16.05 (a) and 16.05 (c), travelling time for which an employee shall be compensated is as follows:
 - (i) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Company.
 - (ii) For travel by private means of transportation, the normal time as determined by the Company, to proceed from the employee's place of residence or work place, as applicable, directly to the employee's destination and, upon the employee's return, directly back to the employee's residence or work place.
 - (iii) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Company may authorize such alternate arrangements, in which case

compensation for travelling time shall not exceed that which would have been payable under the Company's original determination.

- (c) If an employee is required to travel as set forth in clauses 16.05 (a) and 16.05 (b):
 - (i) On a normal working day on which the employee travels but does not work, the employee shall receive his/her regular pay for the day.
 - (ii) On a normal working day on which the employee travels and works, the employee shall be compensated:
 - (a) regular pay for the day for a combined period of travel and work not exceeding his/her regular scheduled working hours, and
 - (b) at the applicable overtime rates for additional travel time in excess of his/her regularly scheduled hours of work and travel. Travel pay not to exceed eight (8) hours pay at the straight-time rate of pay. The employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits at a time mutually agreeable to the employee and the General Manager or his/her designate.
 - (c) on a day of rest or on a designated paid holiday, the employee shall be paid at one and one half (1½) times the regular rate for hours travelling. The employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits at a time mutually agreeable to the employee and the General Manager or his/her designate.

17.05 Travelling - Use of Automobiles

- (a) It shall not be compulsory for an employee to use her/his vehicle to perform Company business.
- (b) An employee who is authorized and agrees to use a personal vehicle for Company business shall receive kilometerage allowance consistent with Canada Treasury Board Guidelines.

- (c) The Company shall be responsible for adequately insuring and protecting an employee who is involved in the operation or transportation of a vehicle which is used on or for a program.
- (d) The Company shall cover the cost to upgrade automobile insurance from personal to business on a vehicle which an employee is authorized to use for business purposes.
- (e) When an employee is involved on an out-of-town program or business, the manager shall make available the company vehicle for such use.

17.06 Reporting Pay Guarantee

An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay, or the higher rate of pay if Article 23.03 (Pay on Temporary Transfer, Higher Rated Job) applies, for the entire period of work, with a minimum of four (4) hours pay.

17.07 Shift Schedule

A schedule shall be posted and staff notified at least twenty-four (24) hours in advance of any changes.

17.08 Power Outages

Whenever an employee's work cannot be reasonably carried out during his/her regular working hours by reason of a power outage, the Company shall either provide temporary heat and light arrangements for the employee or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage.

This Article shall not apply if the employee fails or refuses to report to work unless advised by the General Manager or his/her designate to not report to work.

17.09 Travel Expenses

When an employee is expected to travel on out-of-town authorized station business he/she shall be provided with the following prior to departure:

Accommodation - cost
Private Accommodations \$15.00 per overnight stay
Meals - Breakfast \$ 9.25
 - Lunch \$ 9.50
 - Dinner \$25.00
Travel - \$0.37 per kilometre
Incidentals - \$6.00 per overnight stay

Rates to be applicable with Canada Treasury Board Guidelines.

17.10 Employee Travel Outside of Canada

In addition to normal expenses being provided to cover employee costs while on Company travel, the Company shall incur all additional expenses related to travel outside of Canada - including but not limited to - medical insurance, currency exchange, increased incidentals.

17.11 Shift Schedule

The shift schedule(s) will be determined by the General Manager or his delegate and will be arranged in light of program and station requirements.

Should the station's broadcasting hours expand to include evening and/or midnight to morning and/or weekend programming, the General Manager will give a minimum of two (2) weeks' notice of such change to the Union.

Interested employees may apply to be reassigned or transferred at that time.

The General Manager will determine and set all shift schedules. Moving a shift's starting and/or stopping time up to two (2) hours does not imply that an employee has been reassigned to a different shift. Reasonable notice of such move shall be given.

17.12 Meal Period

All employees shall be allowed an unpaid lunch period of sixty (60) minutes duration. Lunch breaks will be arranged by the General Manager or his delegate in light of program and station requirements.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked before or after the employee's regular work day, or regular work week, or on a holiday, shall be considered overtime. Overtime must be authorized in advance by the General Manager or his/her designate. Overtime shall be on a voluntary basis.

18.02 Compensation for Overtime

An employee authorized to work overtime shall receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the General Manager or his/her designate. Overtime shall be compensated at one and one-half (1½) times the employee's pay rate for the first three (3) hours worked and double time thereafter. An employee shall only be paid out for overtime if such payment is authorized by the General Manager. The Company and the Union agree that the normal practice shall be for overtime to be compensated with time off.

18.03 Payment for Meals

An employee required to work more than two (2) hours overtime shall be allowed one-half (½) hour meal break with pay. An additional meal break shall be allowed for each additional three (3) hours of overtime.

18.04 Calculating Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence other than general leave shall, for the purpose of computing overtime pay, be considered as if he/she had worked during the regular hours during such absence.

18.05 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day or week shall be paid straight-time pay until his/her hours exceed the regular working hours for full-time employees.

18.06 Sharing of Overtime

Overtime and call-back time shall be divided equitably among employees who are willing and qualified to perform the available work.

18.07 Call-Back Pay Guarantee

An employee who is called back to work by the General Manager outside of his/her regular work schedule shall be paid for a minimum of three (3) hours at applicable overtime rates.

The employee shall be paid from the time he/she arrives at the Station to the time he/she leaves the Station.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	

19.02 Compensation for Holidays on a Non-Working Day

When any of the above-noted holidays fall on a non-working day, the Company shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed, between the Company and the Union, shall be observed in lieu of the holiday. Should the Provincial or Federal Government choose another date, then that date shall be observed.

19.03 Pay for Regularly Scheduled Work on a Holiday

An employee who, at the request of the General Manager or designate, works on any of the above-noted holidays shall be paid the rate of double time and shall receive another day off with pay at a time mutually agreeable to the employee and the General Manager or designate.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

- (a) A regular employee shall receive an annual vacation with pay in accordance with his/her years of employment, as follows:

One (1) to five (5) years - fifteen (15) working days
Six (6) to ten (10) years - twenty (20) working days
Eleven (11) years and up - twenty-five (25) working days

- (b) An employee must earn vacation before it can be taken, i.e. after one (1) year of work. However, an employee who does not qualify for paid vacation will be granted a maximum of two (2) weeks' unpaid leave of absence for vacation purposes.

20.02 Vacation Pay

- (a) Temporary and casual employees shall receive four percent (4%) vacation pay.
- (b) Regular employees shall receive two percent (2%) of the employees' gross annual earnings for each week of vacation.

20.03 Banking Vacation Credits

An employee may bank vacation entitlement of one (1) week. The banked vacation must be used in the following vacation year. However, the General Manager may limit a vacation to four (4) consecutive weeks with remaining entitlement to be then scheduled at a time mutually agreeable to the employee and the General Manager.

20.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the General Manager or his/her designate.

20.05 Vacation Pay on Termination

An employee whose employment ceases prior to taking his/her vacation shall be paid an amount equal to the vacation pay he/she is entitled to, at the time his/her employment ceases.

20.06 Vacation Pay on Retirement

On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the fiscal year.

20.07 Vacation Requests

Vacation requests shall be in writing and are subject to mutual agreement between the employee and the Company. An employee shall submit a vacation request at least two (2) weeks in advance, and the Company shall respond within five (5) working days of the request being submitted. Once agreed upon, the vacation shall not be changed without the consent of the employee and the General Manager or designate.

20.08 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation, except as provided in Article 20.03 (Banking Vacation Credits), unless the employee and the General Manager or his/her designate agree otherwise.

20.09 Leave of Absence During Vacation

When an employee is placed on short term disability or bereavement leave during his/her vacation period, the leave shall be added to the vacation period or reinstated for use at a later date mutually agreeable to the employee and the General Manager or his/her designate.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay for medical reasons recognized by a licensed medical practitioner. Absence over forty-eight (48) hours must be substantiated with a medical certificate. Sick leave is not intended for use as time off for any other reason.

21.02 Amount of Paid Sick Leave

Sick leave shall be earned at a rate of one and one-quarter (1¼) days for every month worked. Such leave shall be accumulated and used as necessary in accordance with clause 21.01 (Sick Leave Defined).

In consideration of the possibility that serious illness or hospitalization may occur early in the calendar year, up to a maximum of five (5) unused sick days may be carried over to the next calendar year to be used or held until the end of the first quarter (March 30).

21.03 Extended Sick Leave

An employee who has exhausted his/her sick leave credits shall be granted unpaid sick leave.

21.04 Deductions from Sick Leave

During the short-term disability waiting period, a deduction shall be made from accumulated sick leave credits of all normal working days (exclusive of holidays) absent on sick leave. Absence on sick leave for less than half a day shall not be deducted from sick leave credits. Absence for half a day or more, and less than a full day, shall be deducted as one-half (½) day.

21.05 Sick Leave During Layoff

When an employee is laid off due to lack of work, he/she shall not receive sick leave credits for the period of such absence, but shall retain his/her accumulated credit, if any, existing at the time of such layoff.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave Approval

All requests for leave of absence shall be in writing to the General Manager or designate, at least two (2) weeks prior to the date of the requested leave. Leave of absence shall be deemed to be approved unless the employee is advised in writing that the leave is not approved, within five (5) working days of submitting the leave request.

22.02 Negotiation Pay Provisions

Up to two (2) employees, who are members of the Union, identified to the Company in advance by the Union, shall receive normal pay and benefits for the total time they are involved in collective bargaining with the Company during their regular working hours. Employees shall not receive overtime pay for time involved in collective bargaining.

22.03 Grievance and Arbitration Pay Provisions

Up to two (2) employees, who are members of the Union identified to the Company in advance by the Union, shall receive their normal pay and benefits for the total time they are involved in grievance and arbitration procedures with the Company during their regular working hours. Employees shall not receive overtime pay for time involved in grievance and arbitration procedures.

22.04 Leave of Absence for Union Functions

Upon the Union making a written request twenty-five (25) days in advance to the General Manager, for an employee to represent the Union at conventions, executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated or to attend training or workshops, or to participate in any other Union work, the employee shall be granted an unpaid leave of absence without loss of benefits and seniority to participate in such Union functions. Leave requests with less than the amount of required notice may be considered. Approval of such leave is at the discretion of the General Manager in light of program and staffing requirements. There shall be a ceiling of fifteen (15) days' leave for Union functions in each calendar year. A request for leave in excess of fifteen (15) days may be granted at the discretion of the General Manager.

22.05 Pay During Leave of Absence for Union Work or Conventions

Upon the Union making a written request to the General Manager or his/her designate an employee shall receive the pay and benefits provided for in this Collective Agreement when on unpaid leave of absence for Union functions other than a full-time position with the Union. However, the Union shall reimburse the Company for all pay and benefits during the period of absence.

22.06 Leave of Absence for Full-Time or Public Duties

- (a) Upon making a written request to the General Manager or his/her delegate, an employee who is elected to the Board of Directors of CFNR shall be granted leave of absence without pay and benefits but without loss of seniority during his/her term of office.
- (b) Upon the Union making a written request to the General Manager or designate, an employee who is elected or selected for a full-time position with the Union, or any body with which the Union is

affiliated, shall be granted leave of absence without pay and benefits but without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request by the Union, during the employee's term of office.

22.07 Paid Bereavement Leave

- (a) Upon making a written request to the General Manager, or his/her designate, an employee shall be granted a maximum of five (5) regularly scheduled consecutive work days' leave without **loss** of pay or benefits, in the case of the death of a spouse or child (natural or adopted), and a maximum of three (3) days for other members of his/her immediate family. Immediate family means child of the employee's spouse, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.
- (b) When travel outside the local area is required to attend the funeral of anyone referred to in (a) above, the employee shall be granted up to two (2) additional regularly scheduled work days' leave, without **loss** of pay or benefits. Distances inside the local area, which require travel time in excess of four (4) hours (one way), shall also qualify for this travel benefit. Proof of such travel, i.e. receipts, may be requested by the Company.
- (c) Further time may be applied for under other articles of the **collective** agreement.

22.08 Maternity or Adoption Leave

Female employees who have completed six (6) months of consecutive service are entitled to maternity leave.

Upon making a written request to the Company at least four (4) weeks before beginning maternity leave, the employee shall be granted leave of absence without pay for pregnancy or adoption of a child. The employee must provide the Company with a certificate from a qualified medical practitioner confirming that she is pregnant.

The leave shall be granted on the following basis:

- (a) The employee shall be granted leave to a maximum of seventeen (17) weeks.

- (b) The leave may be taken any time during the period that begins eleven (11) weeks before the expected date of delivery and ends seventeen (17) weeks after the actual delivery date.
- (c) Upon completion of maternity leave, the employee will be reinstated in her former position or be given a comparable position with the same wages and benefits.
- (d) If during maternity leave, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group will receive no more than the wages and benefits she would have received if she had been at work during the reorganization.

Likewise, if wages and benefits for the employee's group are increased during maternity leave, the employee would be entitled to the increase upon return to work.

- (e) During the maternity leave the Company shall continue to pay its share of the premiums for benefit plans, i.e. medical and insurance plans, provided that the employee pays her share accordingly.

22.09 Parental Leave

An employee who has completed six (6) consecutive months of service and who assumes actual care and custody of a new-born or newly adopted child is entitled to unpaid parental leave of up to twenty-four (24) weeks.

- (a) An employee must give the Company written notice of at least four (4) weeks prior to beginning parental leave. The notice must advise the Company of the intended length of leave.
- (b) Should both parents of the same child(ren) for whom the leave is being applied for, both work for CFNR, the two (2) employees are entitled to a combined parental leave of up to twenty-four (24) weeks.
- (c) Parental leave may be taken anytime within the fifty-two (52) weeks following the child's birth or the time the child actually comes into the employee's custody.
- (d) The employee may be required to show proof of adoption to the Company.

- (e) Upon completion of parental leave, the employee will be reinstated in her former position or be given a comparable position with the same wages and benefits.
- (f) If during parental leave, the wages and benefits of a group of employees are reduced as part of a reorganization plan, an employee who is reinstated in that group will receive no more than the wages and benefits he/she would have received if he/she had been at work during the reorganization.

Likewise, if wages and benefits for the employee's group are increased during parental leave, the employee would be entitled to the increase upon return to work.
- (g) During the parental leave the Company shall continue to pay its share of the premiums for benefit plans, i.e. medical and insurance plans, provided that the employee pays his/her share accordingly.

22.10 Special Leave

Upon making a written request to the General Manager or his/her designate two (2) weeks in advance, an employee will be given consideration for unpaid leave of absence without **loss** of seniority and benefits. Two (2) weeks' advance notice of such request must be given, unless manager's discretion prevails due to seriousness of situation.

22.11 Time Off for Elections

An employee shall have four (4) clear, consecutive hours in order to vote in a federal or provincial election. For example, if the polls close at 8:00 p.m. the work day may end at 4:00 p.m.

22.12 Jury Duty

The Company shall grant paid leave to an employee for the following provided that the court leave is not occasioned by the employee's private affairs:

- (a) to be available for jury selection;
- (b) to serve as a juror;
- (c) by subpoena or summons to attend as a witness in any proceeding.

The Company shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness. The

employee shall not be entitled to overtime pay. The employee shall present proof of service and amount of pay received.

22.13 Leave for Court Appearance or Incarceration

In the event that an employee is accused of a civil or criminal offense and is incarcerated pending court appearance, he or she shall be given an unpaid leave of absence without loss of seniority. Benefits will be maintained provided the employee pays his or her share of the premiums.

In the event that an employee is found guilty of an offense under the Criminal Code of Canada the employee may be subject to termination.

22.14 Education Leave

Upon making a written request to the General Manager or designate, an employee shall be granted leave of absence:

- (a) With pay and without **loss** of seniority and benefits to write examinations to upgrade his/her employment qualifications.
- (b) Without pay but without **loss** of seniority and benefits to attend a course of studies approved by the Company.
- (c) If the Company requests that an employee enrol in a course of studies to upgrade or acquire new skills, the Company shall pay all enrolment and supplies costs. Such course may be without loss of pay or compensated in an agreed manner.

22.15 Indemnification

- (a) If an employee broadcasts an article that is approved by the General Manager and is subsequently jailed for "not revealing the source of the article," the Company shall maintain the employee's earnings and benefits during such incarceration.
- (b) The Company agrees to defend, save harmless, and indemnify all CUPE Local 3849 employees from any proceedings which may be brought against them and which arise from the lawful and responsible performance of their duties.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

- (a) The Company shall pay wages bi-weekly, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

- (b) If the employee will be absent from his/her normal work place on the pay day, as a result of being on vacation, leave of absence, training or Company business, with the approval of the Company, the employee may be paid on the day before he/she is absent.

23.02 Pay on Temporary Transfer, Higher Rated Job

When an employee, upon request by the General Manager, agrees to temporarily relieve in or performs the principal duties of a higher paying position within the bargaining unit, he/she shall receive the pay rate for the higher position.

23.03 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

23.04 On Call Provisions

On-call duty shall be equally divided among the employees who are willing and qualified to perform the available work.

23.05 Unauthorized Deductions

The Company shall not make any deduction from an employee's pay that has not been authorized by statute, a court order, this Collective Agreement or a written assignment by the employee.

23.06 Severance Pay

An employee must have completed at least twelve (12) months of continuous employment to qualify for severance pay.

In accordance with article 15.05 an employee will be given notice of layoff or termination.

- (a) after one (1) complete year of employment, five (5) days' pay at the employee's regular rate.
- (b) after two (2) complete years of employment, five (5) days' pay at the employee's regular rate.
- (c) after three (3) complete years of employment, six (6) days' pay at the employee's regular rate.
- (d) after four (4) complete years of employment, eight (**8**) days' pay at the employee's regular rate.
- (e) after five (5) complete years of employment, ten (10) days' pay at the employee's regular rate.
- (f) after six (6) complete years of employment, twelve (12) days' pay at the employee's regular rate.
- (g) after seven (7) complete years of employment, fourteen (14) days' pay at the employee's regular rate.
- (h) after eight (8) complete years of employment, sixteen (16) days' pay at the employee's regular rate.
- (i) after nine (9) complete years of employment, eighteen (**18**) days' pay at the employee's regular rate.
- (j) after ten (10) complete years of employment, twenty (20) days' pay at the employee's regular rate.

For every completed year after the tenth (10th) year, an employee will receive three (3) additional days per year at the regular rate.

- (k) after eleven (11) complete years of employment, twenty-three (23) days' pay at the employee's regular rate.

ARTICLE 24 - JOB CLASSIFICATIONS

24.01 Job Descriptions

- (a) The Parties agree that it is the Company's right to determine job content. The Company agrees to maintain current job descriptions for all positions. Any new classification or position coming within the scope of this Agreement which the Company may establish during the term of this agreement shall be subject to negotiation between the parties, but shall not be a matter subject to grievance and/or arbitration. Any matter not resolved between the Parties may be referred to the job evaluation committee for final resolution.
- (b) All employees who are hired into full or part-time positions, will carry out their responsibilities according to the job descriptions set out for the position occupied. All staff are expected to work together as a team to ensure an even distribution of work. From time to time staff may be asked to perform tasks not included in the job description to ensure efficiency of operation.

24.02 Classifying New Hires

When the Company hires an employee with previous broadcasting experience, the employee may be placed at a rate higher than the starting rate or level 1. This will in no way alter the relative seniority of the employee so placed in relation to others in the bargaining unit.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Employee Benefit Plans

The Company shall pay one hundred percent (100%) of the cost of benefit plans as set out in the Group Benefits Plan booklet attached as Schedule B and forming part of this Agreement.

25.02 Superannuation (Municipal) Plan

Effective January 1, 1999 the Company and the Union shall jointly participate in the Superannuation (Municipal) Plan or a joint retirement savings plan of comparable value.

25.03 Contribution of Benefits on Layoff

In the event that an employee is laid off, the Company agrees to pay its share of the premiums for medical, dental, group life insurance and other benefits provided that, where applicable, the employee pays his/her share of the premium. The Company's contribution shall be made on the following basis:

- (a) less than three (3) months service - no contribution;
- (b) three (3) months to one (1) year service - contributions for two (2) months;
- (c) more than one (1) year of service - contributions for four (4) months.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Co-operation on Safety

The Union and the Company shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

26.02 Disclosure of Information

The Company shall, upon the written request of the Union, provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment of an employee or group of employees. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

26.03 Time Off for Health and Safety Training

Specified Union members, with the approval of the Company, shall be entitled to time off from work with no loss of seniority, benefits or pay to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters related to the Company's operation, as Company and program requirements allow.

26.04 Right to Refuse Unsafe Work

- (a) An employee shall not carry out, or cause to be carried out, any work process or operate, or cause to be operated, any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his/her Supervisor. The Supervisor shall forthwith investigate the matter and ensure that any unsafe condition is remedied without delay or if, in his/her opinion, the report is not valid, inform the employee who made the report. If the employee still refuses to carry out the work process, the Supervisor shall investigate the matter in the presence of the employee and a representative of the Union. If this further investigation does not resolve the matter, then the Company and the Union shall notify an officer of the federal department of Human Resources Development Canada, Labour Program, who shall finally resolve the matter.
- (c) An employee shall not be subject to disciplinary action for refusing to work as provided in this Article. The employee shall be given alternative work at no loss in pay until the matter is resolved.

26.05 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

26.06 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this Article and who later returns to work shall be paid for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

26.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Company.

26.08 Reporting

No employee shall be disciplined, discharged, penalized, or intimidated as a result of reporting any alleged health or safety violation to the Company or to any other agency.

26.09 Workplace Violence

(a) Definition of Violence: Any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and sexual and racial harassment.

(b) Reporting Violent Incidents: The Company agrees that all cases of violence whether involving major injury, threats, verbal abuse, sexual or racial harassment, must be reported to the General Manager on the Manager's next shift.

(c) Procedure for Dealing with Workplace Violence: The General Manager will investigate the complaint. The General Manager will use his discretion in handling the situation and may decide to use meetings, discussions, discipline or termination as a means to resolving the complaint. The Union will be notified, or involved in the resolution if deemed necessary. The complainant employee, if not satisfied with the General Manager's action may seek recourse through the Union.

26.10 Health and Safety Committee

A joint Health and Safety Committee shall be formed and operate in accordance with the Canada Labour Code.

ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES

27.01 Technological Change Defined

Technological change means the introduction of major equipment different in nature, type or quantity from that previously utilized; a change, related to the introduction of this equipment, in the manner in which the Company carries on the operations; or any change in work methods and operations affecting one (1) or more employees.

27.02 Procedure for Dealing with Technological Change

The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment is as follows:

1. The Company will give the Union three (3) months' written notice of the date on which the change is to be effected. Such notice shall be in writing and shall state:
 - (a) a detailed description of the nature of the proposed technological change;
 - (b) the date on which the Company proposes to effect the technological change;
 - (c) the approximate number and type of employees likely to be affected by the technological change;
 - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;
 - (e) the names of the employees who will initially be likely to be affected by the proposed technological change; and
 - (f) the rationale for the change.

Upon receipt of such notice by the Union, the parties shall arrange a meeting(s) for the purpose of information exchange and discussion.

2. An employee who is displaced through technological change may:
 - (a) seek to invoke any seniority rights pursuant to this Collective Agreement; or
 - (b) avail himself of any training program offered by the Company which provides retraining for employees so affected; or
 - (c) accept severance pay pursuant to the Collective Agreement.

27.03 Technological Change - Training

Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another vacant position (current or newly created due to the change) after a reasonable training period, the Company will provide reasonable retraining.

27.04 Technological Change - Relocation of Station

In the event that the Station is relocated outside of northwestern B.C. (federal riding of Skeena constituency), employees shall be given three (3) months' notice and where possible, the option of continuous employment. The employee shall inform the Company of her/his intention within one (1) month of receiving the notice.

ARTICLE 28 - JOB SECURITY

28.01 Restrictions on Contracting Out

In order to provide job security for employees in the bargaining unit, the Company agrees that the work which is normally performed by bargaining unit employees in the operation and production of its radio program(s) shall not be contracted out.

28.02 Technological Failure

In the event of technological failure, the Company will provide those affected employees other work or allow them to stand by without loss of pay.

ARTICLE 29 - UNION LABEL

29.01 Union Label

The CUPE Union Label shall be displayed. Location(s) and use(s) of the Union Label shall be by mutual agreement between the Union and the Company.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Bulletin Boards

The Company shall provide a bulletin board which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 31 - GENERAL

31.01 Plural or Feminine Terms May Apply

Wherever the singular, masculine or feminine is used in this Collective Agreement, it shall be considered as if the plural, feminine or masculine has been used, except where the context otherwise requires.

ARTICLE 32 - JOB EVALUATION

32.01 Committee

The Company agrees to establishing a joint committee for the purpose of evaluating all bargaining unit positions. The Committee shall consist of two (2) representatives of the Company and two (2) of the Union. The Committee shall initially meet to determine process and procedure. The Company agrees to making every reasonable effort to begin job evaluations within one (1) month after signing off this Collective Agreement. The Company further agrees to arranging at least two (2) committee meetings per month until all bargaining unit positions have been evaluated.

32.02 Committee Findings

The findings of the committee with regard to job evaluations will be considered final and binding by both parties. However, an employee may, within seven (7) days of receiving his/her job evaluation, meet with the Committee for clarification and/or reconsideration.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

This Collective Agreement shall be binding upon the parties and in effect from January 1, 1998 to December 31, 2000 and shall be deemed to be automatically renewed in its present form, subject to any changes, from year to year unless the parties agree to a new Collective Agreement through collective bargaining procedures of the Canada Labour Code.

33.02 Changes in Agreement

Any changes in this Collective Agreement deemed necessary by the Union and the Company may be made by mutual agreement, in writing, at any time during the existence of this Collective Agreement.

33.03 Retroactivity

All changes in this Collective Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 34 - FUNDING LOSS

34.01 Loss of Station Funding

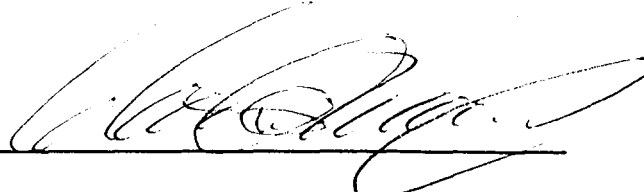
The Union recognizes the fact that Northern Native Broadcasting (Terrace) is a company that is primarily funded by the federal government. The Union further acknowledges and agrees that should public funding be eliminated or decreased, the Company shall have no recourse but to shut down or reduce the operation.

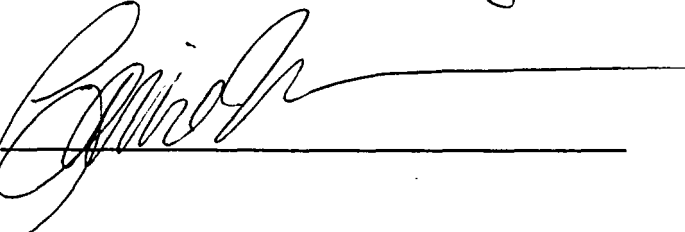
Shut down of operations and/or personnel will be done in accordance with this Collective Agreement.


SIGNED ON BEHALF of the
Canadian Union of Public Employees
Local 3849

SIGNED ON BEHALF of
Northern Native Broadcasting

X  _____

X  _____

X  _____

X  _____

SCHEDULE "A"

JOB CLASSIFICATIONS AND WAGE RATES

	Effective January 1 1998	Effective March 1 1998	Effective January 1 1999	Effective January 1 2000
CLERICAL				
Data Processing Clerk	\$11.21			
Marketing and Production Representative	\$13.86			
PRODUCTION				
Level 1 - Trainee	\$9.99			
Level 2 - Radio Host	\$12.18			
Level 3 - Radio Host & Production	\$16.17			
Level 4 - Radio Host, Reporter & Production				

- Wage Increase

January 1, 1998 2% wage increase

March 1, 1998 2% based on job evaluation results

January 1, 1999 1% wage increase
 1% based on job evaluation results

January 1, 2000 1% wage increase
 1% based on job evaluation results

any negotiated job evaluation monies become a percentage increase to all employees when job evaluation completed.

SCHEDULE "B"
GROUP BENEFITS POLICY

**Northern Native
Broadcasting (Terrace)**

Group Policy No. 22978

GROUP BENEFITS

Personal Information

Mutual has established a confidential, group insurance file which contains personal information on your plan membership and claims. Only Mutual employees who are responsible for underwriting, administration and investigations, or any other person whom you have authorized, will have access to your file. All files are kept in Mutual's offices.

If you wish to have access to the personal information in your file, or to have it corrected, please send a written request to:

QUEBEC
Group Plan Administration
Mutual Life of Canada
1555 Peel Street, Suite 1000
Montreal, QC H3A 3L8

OTHER PROVINCES AND TERRITORIES
Group Plan Administration
Mutual Life of Canada
227 King Street South
Waterloo, ON N2J 4C5

It is your responsibility to ensure any information held on your behalf is accurate and up-to-date. Whenever your personal information changes, please notify your plan administrator as **soon** as possible.

The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits, you must refer to the master policy (available from your plan administrator).

Summary of Insurance

Policy Number 22978

Class of Members	Benefit Formula	Maximum Benefit
All Employees	1 1/2x earnings	\$85,000

Dependant Life Insurance

Spouse: \$5,000

Each Child: \$2,500

Termination of Insurance: member's 70th birthday

Weekly Indemnity Insurance

Class of Members	Benefit Formula	Maximum Weekly Benefit
All Employees	66 2/3% of earnings	\$350

Basic Reductions: Workers' Compensation benefits

Qualifying Period

- 7 calendar days of disability, or, if shorter, the period before the 1st day the patient was admitted to a hospital as an in-patient and hospitalized overnight, or
- none if disability is due directly to an injury caused solely by accidental, violent and external means, and disability began within 30 days of the initial injury.

Benefit Period: 26 weeks

Termination of Insurance: 70th birthday

Extended Health Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	Drug	none	80%
B	Vision: \$70*	none	80%
C	Hospital: ward to semi-private	none	80%
D	Supp. Health Care	none	80%
E	Out-of-Province Emergency and Travel Assistance	none	100%

*Maximum eligible expenses for eyeglasses/contact lenses every 24 month period. Deductible and reimbursement levels are applied to the maximum eligible expense which may reduce the amount paid to you.

Other maximums are listed under the appropriate Provision page.

Termination of Insurance: member's 70th birthday

General Information

Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for Northern Native Broadcasting (Terrace).
2. You regularly work for Northern Native Broadcasting (Terrace) at least 30 hours each week.
3. You have been continuously employed by Northern Native Broadcasting (Terrace) at least as long as the waiting period.
4. You are a resident of Canada.

Waiting Period - 6 months

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada.

Definitions

Dependant

means your spouse or a dependent child of you or your spouse. If Mutual does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

Dependent child

means an unmarried natural, adopted, or step child who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

Spouse

means the person who is married to you, except that a person of the opposite sex who is living with you and is publicly represented as your wife or husband will be considered to be your spouse.

He, his and him

refer to both genders.

Enrolment

To enrol, you must submit a completed enrolment card. If you are a dependant, request dependant insurance when you enrol.

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Mutual.

If you enrol more than 31 days after you become eligible, you must submit evidence of insurability to Mutual. If you request dependant insurance more than 31 days after you become eligible, you must submit evidence of insurability for each dependant to Mutual.

If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).

If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.

Evidence of insurability submitted to Mutual is at your expense.

Effective Date

Your insurance is effective on the latest of

- the date that you become eligible,
- the date that you enrol for insurance, or
- the date that Mutual approves your evidence of insurability.

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Mutual determines the **insurability** of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

Subrogation

Subrogation is a legal practice giving Mutual the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Mutual is paying or has paid your **loss** of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Mutual for the loss of income benefits Mutual has paid. If you receive an amount for future loss of income, that amount will reduce your future **loss** of income benefits from Mutual.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your **loss**, you must reimburse Mutual.

If subrogation applies to your claim, Mutual will contact you to obtain the information required to proceed. You will be required to sign an **undertaking** to reimburse Mutual for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Mutual's approval must be obtained.

Comparable Coverage

If you are insured for comparable coverage under your spouse's plan, you may decline the Extended **Health/Dental** coverage offered under this plan. If this comparable coverage **stops** you may request the similar coverage offered under this plan.

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended **Health/Dental** coverage offered under this plan. If this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the date that the comparable coverage stops.

If you request the coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability to Mutual. If you request the dependant coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Mutual. The insurance that replaces the comparable coverage is effective on the date that Mutual approves the evidence of insurability. If Mutual does not approve evidence of insurability required, the insurance will not be effective.

Termination of Insurance

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Your wallet certificate must be returned to your plan administrator.

Member Life Insurance Provision

Benefit

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

If you become totally disabled before age 65, your Life Insurance may be continued. Premiums for the continued insurance will be waived after you have been totally disabled from the same or related causes for six continuous months or, if you are also insured for group Long Term Disability Insurance with Mutual, when you begin receiving group Long Term Disability payments.

Claims

A death claim must be received by Mutual within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Mutual.

If you become totally disabled and are also insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim along with your claim under the group Long Term Disability Insurance to Mutual.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim to Mutual after you have been totally disabled continuously between 6 and 12 months.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

Exclusion

A "pre-existing" condition is one that existed before you became insured. Premiums will not be waived if a disability is related to a pre-existing condition and begins within 12 months of you becoming insured. This exclusion does not apply if you, after becoming insured, have been actively working for 3 consecutive months with no absence related to the pre-existing condition.

This exclusion does not apply to a member who was insured for similar coverage under a previous policy issued to this group, if the previous policy was replaced by this provision within 31 days of its termination.

At Termination

If your Life Insurance terminates because you are no longer eligible, and this provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated,
- the maximum amount of insurance for which you have been insured under this provision less the total amount of individual insurance still in force on

your life which was previously obtained through the Conversion Privilege of this provision, or

- \$200,000.

If your insurance terminates while this provision continues in force and you die within 31 days after termination of insurance, the amount of insurance which you could have converted to an individual policy on your life through the Conversion Privilege of this provision will be paid to your beneficiary.

If your Life Insurance terminates because this provision terminates, and you have been continuously insured under this provision for the five year period before the termination of this provision, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Mutual within 31 days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Mutual office.

Dependant Life Insurance Provision

Benefit

The amount of benefit will be paid to you upon the death of your insured dependant.

If you become totally disabled, your Dependant Life Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

Claims

A claim must be received by Mutual within 6 years of the date of death. You must submit proof of claim and the right to receive the benefit to Mutual.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

Exclusion

No benefit is payable for an insured dependant who dies before reaching the age of 24 hours.

At Termination

If your Dependant Life Insurance for your spouse terminates due to the termination of your Member Life Insurance and this provision continues in force, your spouse may convert the amount of the dependant insurance terminated to an individual policy on his/her life.

Your spouse must apply and pay the premium to Mutual within 31 days after termination of insurance.

If your Dependant Life Insurance terminates while this provision continues in force and your spouse dies within 31 days after termination of insurance, the amount of insurance which your spouse could have converted to an individual policy on his/her life through the Conversion Privilege of this provision will be paid to you.

Member Accidental Death and Dismemberment Insurance Provision

Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependent Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of All Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Mutual will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Mutual that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must occur within 365 days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may ~~be~~ continued without payment of premiums as long as your Member Life Insurance premiums are waived.

Repatriation

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation ~~of~~ your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

Rehabilitation

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

Occupational Training for Spouse

If you suffer **loss** of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your **spouse** in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

~~No~~ payment will ~~be~~ made for room or board or other ordinary living, travelling, or clothing expenses.

Education Benefit for Dependent Child

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a **post-secondary** institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a **post-secondary** institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a **post-secondary** institution will be the lesser of:

1. 5% of your amount of benefit, or
2. \$5,000.

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a **post-secondary** institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A **post-secondary** institution includes any accredited university, colleges **d'enseignement** general et **professionnel**, trade school, community college, or private college that provides an education above the secondary school level.

Claims

A death claim must be received by Mutual within 6 years of the date of death. A claim for a loss must ~~be~~ received by Mutual within 3 months of the date of the loss. All other claims must be received by Mutual within 3 months ~~of~~ the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Mutual.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof ~~of~~ claim.

Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,
3. disease.
4. civil disorder ~~or~~ war, whether or not war was declared,
5. full-time service in the armed forces of any country.
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
 - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
 - b. the aircraft was being used ~~for~~ crop dusting, crop spraying, seeding, **sky-writing**, racing, testing, exploration or any other purpose except transportation,
7. committing or attempting to commit a criminal offence,
8. injuries received due to operating a vehicle if, when the injuries were received, your blood contained more than 80 milligrams of alcohol per 100 millilitres of blood.

Weekly Indemnity Insurance Provision

Benefit

The amount of weekly benefit will be paid to you when **proof** is received by Mutual that you are absent from active work because you are totally disabled. A benefit equal to one-seventh of the weekly benefit is payable for each **full** day you are totally disabled. If you are absent from active work for more than half of a day because you are totally disabled, the absence is considered one day of disability.

The benefit period begins on and benefits are payable from the later of

- the date after the end of the qualifying period,
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan, or
- the date you are entitled to receive disability benefits under the Workers' Compensation Act or similar statute.

If you are receiving disability income or retirement income from other sources, the weekly benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 100% of your weekly rate of earned income in force on the date you became totally disabled.

Rehabilitation

If your disability prevents you from returning to work, Mutual may be able to assist you by providing a rehabilitation program that will help you return to the workforce. A rehabilitation program can involve vocational retraining, educational programs and trial work or part time work in a new or related field.

Partial Disability

A partial disability benefit will be paid to you if you are receiving income under an approved rehabilitation program. The partial disability benefit is your weekly benefit payable reduced by 50% of your weekly rehabilitation income. Your partial disability benefit will be further reduced so that the total amount of your income from all sources does not exceed 100% of your **pre-disability** income.

Example:

Assume you are earning **\$500/week** and have a 66 2/3% WI benefit (**\$333.50**). Rehabilitation income from your employer is **\$200/week**. There is no income from other sources.

- = Rehabilitation Income + (Weekly Benefit minus 50% of Rehabilitation Income)
- = **\$200 + (333.50 - {50% of 200})**
- = **\$200 + \$233.50**
- = **\$433.50**

Since the partial disability benefit (**\$433.50/week**) does not exceed pre-disability earnings (**\$500/week**), there will be no reductions due to the 100% all source maximum.

If you are participating in a rehabilitation program approved by us, you continue to be considered totally disabled.

Claims

A claim must be received by Mutual within **3** months after the date you became totally disabled.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

At Termination

If this Weekly Indemnity provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

Exclusions and Limitations

No benefit is payable for a disability due to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared,
- committing or attempting to commit a criminal offence.

No benefit is payable during any leave of absence mutually agreed upon by you and your employer. A leave of absence due to maternity will commence on the earlier of the agreed leave date or the date of birth of the child.

You are not considered totally disabled unless you are under the active and continuous care of a physician and are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre, a physician or an institution provincially designated for that treatment.

Extended Health Insurance Provision

Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each year, is subtracted, and
3. the reimbursement percentage is applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
 - the plan where the member is a full-time employee,
 - the plan where the member is a part-time employee,
 - the plan where the member is a retiree.

Spouse

3. The plan where the person is covered as a member.

Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are **separated/divorced**, then the following order applies,
 - the plan of the parent with custody of the dependent child,
 - the plan of the spouse of the parent with custody of the dependent child,
 - the plan of the parent not having custody of the dependent child,
 - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

Claims

A claim must be received by Mutual within **18** months of the date that the expense is incurred. For the assessment of a claim, itemized bills, attending physician statements **and** other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than **\$1,000**, you should request **pre-authorization** to ensure that the expenses are covered.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within **1** year of Mutual's receipt of the proof of claim.

At Termination

If, **on** the date of termination **of** your insurance,

- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, or
- your insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or **his/her** home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within **90** days of the date of termination and this provision continues in force.

If you die, your insured dependant's Extended Health Insurance Benefits will be continued for **24** months without payment of premiums as long as the Extended Health Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related **to** the patient by blood or marriage.
- expenses for which benefits are payable under a government plan,

- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

Extended Health - Drug Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician or dentist and dispensed by a registered pharmacist or physician:

1. needles, syringes and chemical diagnostic aids for the treatment of diabetes.
2. drugs which are listed in the "Monographs of Pharmaceuticals and Specialties" section of the current Compendium of Pharmaceuticals and Specialties of the Canadian Pharmaceutical Association, excluding the following items unless they legally require a prescription:
 - a. **products** which, in Mutual's opinion, are household remedies
 - b. contact lens care products
 - c. contraceptives (other than oral)
 - d. diets and dietary supplements
 - e. protein supplements
 - f. therapeutic nutrients
 - g. infant foods
 - h. lozenges
 - i. mouth washes
 - j. non-medicated shampoos
 - k. publicly advertised items
 - l. sugar and salt substitutes
 - m. **skin** cleansers including soaps
 - n. skin **protectives** and emollients
 - o. surgical supplies
 - p. vitamins and minerals (except haematinics)
 - q. diagnostic aids.

Limitation and Exclusion

No benefit is payable for the portion of expenses for which reimbursement is provided by a government plan.

No benefit is payable for expenses for drugs which, in Mutual's opinion, are experimental.

Extended Health - Vision Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. eye examinations by an optometrist limited to one examination in a 24 month period (12 month period for an insured dependant under age 18).
2. eyeglasses and contact lenses and repairs to them that are necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, limited to the maximum specified in the Summary of Insurance less the amount paid during the previous 24 months for you and each insured dependant.
3. eyeglasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure or the treatment of keratoconus, limited to \$200 for the non-surgical treatment of keratoconus for the lifetime of the member and each insured dependant and \$200 for each surgical procedure.

Preferred Vision Services (PVS)

The Preferred Vision Services (PVS) vision care program enables you to purchase eyewear at savings of up to 20%. These savings are available on all frames, prescription lenses and lens add-ons at registered PVS locations. Most locations will also apply the discount to non-prescription eyewear and accessory items. This provision applies if your plan has extended health coverage. You do not have to be insured for Vision Care benefits to receive the discount.

PVS locations can be identified by calling the PVS information centre toll-free number 1-800-668-6444. You will need to show your PVS identification card or your Mutual group benefits identification certificate when you visit the practitioner. If you have vision care coverage, submit your claim to Mutual.

Extended Health - Hospital Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for semi-private accommodation in a hospital, limited to the difference between the charges for public ward and semi-private accommodation for each day of hospitalization.

Extended Health - Supplementary Health Care Benefit

Eligible Expenses - Miscellaneous

Eligible expenses also mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician:

1. services of a registered nurse (R.N.) provided in the patient's home limited to **\$25,000** in a calendar year.
2. services of a physiotherapist.
3. services of a massage therapist limited to **20** treatments in a calendar year.
4. services of a speech language pathologist limited to **\$250** in a calendar year.
5. services of a psychologist limited to **\$250** in a calendar year.
6. rental, or purchase at Mutual's option, of wheel chair, hospital bed, walker and other durable equipment approved by Mutual and required for temporary therapeutic use.
7. trusses, crutches and braces.
8. artificial limbs or other prosthetic appliances.
9. oxygen.
10. diagnostic laboratory and x-ray examinations.
11. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation,
12. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
13. hearing aids and repairs to them, excluding batteries, limited to **\$500** during the 5 year period ending on the date an eligible expense is incurred.
14. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
 - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, **\$75** a day for **60** days in a calendar year.
 - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

Items of expense incurred outside Canada are eligible only if they are not offered in any province in Canada.

Eligible expenses also mean reasonable and customary charges for the following items of expense:

1. services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months

2. of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident.
2. services of a chiropractor, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses for practitioners' services eligible under a provincial health care plan will not be reimbursed until your expenses exceed the annual maximums under your provincial plan.

3. services of an osteopath, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
4. services of a naturopath, provided no portion of a charge for these services is payable under a government plan, limited to **\$250** in a calendar year.
5. services of a podiatrist, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses for practitioners' services eligible under a provincial health care plan will not be reimbursed until your expenses exceed the annual maximums under your provincial plan.

6. orthopaedic shoes which are part of a brace or are specially constructed for the patient, including modifications to these, provided that the shoes or modifications are prescribed by a physician or podiatrist, limited to **\$150** in a calendar year.

Extended Health - Out-of-Province Emergency and Travel Assistance Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for **hospital/medical** services and travel assistance benefits are eligible if

1. they are incurred as a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 60 days of travelling on vacation or business outside your home province. Your 60 days of coverage starts on the day you or your insured dependant departs from your home province.

Definitions

Emergency

means a sudden, unexpected Occurrence (disease or injury) that requires immediate medical attention. This includes treatment (**non-elective**) for immediate relief of severe pain, suffering or disease which cannot be delayed until you or your insured dependant returns to your province of residence.

Family member

means you or your insured dependant.

Relative

means your spouse, parent, child, brother or sister.

Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense, less the amount payable by a government plan:

1. public ward accommodation and auxiliary hospital services in a general hospital,
2. services of a physician,
3. economy air fare for the patient's return to his province of residence for medical treatment,
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation,
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured dependant is travelling outside Canada. These expenses are subject to the **deductibles** and reimbursement percentages listed under the appropriate benefit in the Summary of Insurance.

Eligible Expenses for Travel Assistance Benefits

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. family assistance benefits, which include reimbursement for the cost of:
 - a. return transportation for insured dependent children who are under the age of 16, or who are handicapped, if they are left unattended because you or your spouse is hospitalized outside your province of residence. We will arrange the transportation of the dependent child to your home, and if necessary, an escort will be provided to accompany him. The maximum payable for the return transportation is a one-way economy fare for each dependent child.
 - b. return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, **pre-paid** transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
 - c. visit of one relative, if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of **\$150** per day, and round-trip economy transportation, for one relative. These expenses are also covered when it is necessary for a relative to identify a deceased family member before the release of his body.
 - d. meals and accommodation up to a maximum of **\$150** per day per family, if a trip is extended because a family member is hospitalized.

The combined maximum amount payable for the above family assistance benefits is **\$5,000** for one travel emergency.

2. return of a deceased family member. The necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. The maximum amount payable for the preparation and return of the deceased is **\$5,000**. Preparation of the deceased includes expenses for cremation at the place of death. Return of the deceased includes a basic shipping container, but excludes expenses for burial, such as burial caskets and urns,
3. return of a vehicle. If a family member is unable to operate a vehicle (owned or rented) because he is being returned to Canada for medical treatment, we will reimburse the cost of returning this vehicle to his province of residence, or the nearest appropriate rental agency. This benefit is also payable in the event of a family member's death. The maximum amount payable for returning the vehicle is **\$1,000**.

Travel Assistance Services

Out-of-province and around-the-world services are provided through World Access Canada Inc., a company specializing in emergency medical assistance for travellers. By calling the **24** hour helpline, World Access will be able to provide you and your insured dependants with the following emergency assistance services during the first **60** days of travel:

1. physician and hospital referrals,
2. on-going monitoring of medical treatment if a family member is hospitalized,
3. coordination of transportation arrangements via ground or air ambulance if it is medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment,
4. payment assistance for hospital/medical expenses,
5. legal referrals,
6. a telephone interpretation service,
7. a message service for you, your family, friends and business associates.

Emergency Payment Assistance

Eligible **Hospital/Medical** Expenses OVER \$200:

To ensure payment of these expenses,

1. Call the **24** hour helpline immediately. If you are physically unable to call the helpline yourself, then have a family member, travelling companion or medical personnel call for you. Simply showing your Mutual travel assistance card to a doctor, nurse or hospital personnel will NOT ensure payment of these expenses.
2. World Access will verify your extended health coverage and provincial health care coverage so payments can be arranged on behalf of you or your insured dependant.
3. You will be required to sign an authorization form allowing World Access to recover any amounts payable by the provincial health care plan.
4. For expenses that require a percentage paid by you, or that are not covered under this plan or the provincial health care plan, you must reimburse us for the excess amount of the payment.
5. If you receive any subsequent bills for these expenses, please forward them to World Access and they will coordinate payments with the provincial health care plan and Mutual.
6. If you do not call the **24** hour helpline, or if a payment has not been arranged, follow the steps below even though the expense is over **\$200**.

Eligible **Hospital/Medical** Expenses UNDER \$200:

1. Pay for the expense as **soon** as it is incurred.
2. Submit your claim to the provincial health care plan for consideration.
3. Submit any unpaid amounts of your claim to Mutual.

24 Hour Helpline

If emergency assistance is needed, a **24** hour helpline is available. **Multilingual coordinators** at World Access can access a worldwide network of professionals who offer help with medical, legal, and other travel-related emergencies.

The **24** hour helpline can assist you and your insured dependant if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation services. You can also call the helpline and leave important messages for family, friends or business associates; likewise, they can call the helpline and leave messages for you while you travel. World Access will hold such messages for **15** days.

When calling the **24** hour helpline, please be ready to state your Policy No., Certificate No., ID No., and Provincial Medical Insurance Plan/Health Card Number located on your Mutual travel assistance card.

- **CANADA AND USA:** Call toll free, **1-800-268-7955**.
- **ALL OTHER COUNTRIES:** Call collect, **519-742-2605**
- **FAX: 519-742-8553.**

Exclusions and Limitations

No benefit is payable for

1. expenses incurred by you or your insured dependant due to an emergency which occurs more than **60** days after departure from your province of residence,
2. expenses for the regular treatment of an injury or disease which existed before your departure or your insured dependant's departure from your province of residence,
3. expenses incurred on a **non-emergency** or referral basis,
4. expenses incurred under any of the conditions listed as an Exclusion in the Extended Health Insurance Provision.

If you are covered as a retired employee, you and your insured dependants must return to your province of residence for at least **30** consecutive days before becoming eligible for another **60** days of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries. For more information on travelling conditions and the availability of World Access' services in a particular country, please call the appropriate **24** hour helpline.

Neither we nor World Access is responsible for the availability, quality or results of the medical treatment received by you or your insured dependant, or for the failure to obtain medical treatment.

SCHEDULE "C

SENIORITY LIST

No.	Name	Start Date
1.	Gloria Morven	May 13, 1985
2.	William Wesley	July 07, 1987
3.	Lynne Terbasket	July 08, 1988
4.	Roxanne Ridler	April 27, 1992
5.	Carrie McCallum	June 06, 1995
6.	Zac Nyce	October 27, 1997
7.	Paul Whipple	October 14, 1997