

Collective Agreement

between

Corus Premium Television Edmonton

and

Communications, Energy and Paperworkers Union of Canada

Begins:
06/01/2001

Terminates:
05/31/2004

13020 (01)

CONTENTS

<u>Article</u>	<u>Page</u>
1 INTENT	2
Intent	2
Bargaining Unit.....	2
2 EMPLOYEE CATEGORIES AND PROBATION.....	3
Full time employee	3
Part-time employee	4
Casual employee	4
Probation period.....	5
Probation seniority retroactive	5
3 RELATIONSHIP	6
Union membership.....	6
Union dues deduction	6
Influence of members	6
Bulletin board postings	7
4 MANAGEMENT RIGHTS	7
Function of Company	7
No limitation of Company rights	7
Rights subject to Agreement	8
5 CONTRACT SERVICES	8
Transfer, assign or subcontract.....	8
Outside employment	8
6 WORK WEEK AND DAYS OFF	9
Work week	9
Office staff hours.....	9
Days off	9
Separation of days off	9
Altered work weeks	9



<u>Article</u>	<u>Page</u>
7 HEALTH AND SAFETY	10
Hazardous conditions	10
Protective clothing/safety devices	10
Legislation and regulations	10
Safety committee	10
Safety committee composition	10
Transportation for medical care	10
8 WARDROBE	11
Provision of clothing	11
9 TOUR OF DUTY	11
Tour of duty defined	11
10 POSTINGS OF SCHEDULES	11
Weekly schedule posting	11
Freezing days <i>off</i>	11
Union access to schedules	11
11 CHANGE OF STARTING TIME	12
Notice of change	12
Change of start time	12
Reporting back time	13
Report following illness	13
Report when absent	13
12 SCHEDULED DAYS OFF	13
Scheduled days off defined	13
Extra day off	13
Days off separated by holiday	14
13 WORK ON A SCHEDULED DAY OFF	14
Compensation for work on days off	14
Holiday in conjunction with days off	15

<u>Article</u>	<u>Page</u>
Work on day off offered to full time	15
14 OVERTIME COMPUTATION	15
Refusal of overtime	15
Overtime rates	16
Minimum 15 minute segments	16
Overtime authorization.....	16
Payment for overtime worked	16
Unscheduled overtime	17
Overtime cancellation	17
Shortened or canceled production.....	17
Extraordinary interruption.....	18
15 TURNAROUND PERIOD	18
Turnaround defined	18
Turnaround compensation	18
Continuous shift	19
Exceptions for turnaround pay	19
16 CALL BACK	20
Call back compensation.....	20
Meal during call back	20
Refusal of call back.....	20
17 MEAL PERIOD	21
First meal period	21
Missed first meal	21
Second meal period	21
Second meal payment	21
Subsequent meals payment	22
Subsequent meal assignment.....	22
Work beyond 10 hours	22
Missed meal penalty	22
Travel during meal period	22

<u>Article</u>	<u>Page</u>
18 BREAK PERIODS	23
20 minute break period	23
19 NIGHT DIFFERENTIAL	23
Night differential payment	23
20 HOLIDAY AND HOLIDAY PAY	24
Paid holidays	24
Holiday floater	24
Holiday on day off	24
Holiday on work day	24
Holiday on day off worked	25
Preference to full time	25
21 SCHEDULING OF CHRISTMAS AND NEW YEARS HOLIDAYS	25
Assignment to least senior.....	25
Scheduling not grievable	25
22 VACATIONS AND ANNUAL LEAVE	25
Vacation entitlement.....	25
Paid holiday during vacation	26
Vacation scheduled consecutively	26
Vacation in conjunction with days off	24
Pay days during vacation	27
Vacation pay upon termination	27
Leave without pay	27
Re-scheduling vacation	27
Finish time prior to vacation	27
23 COMP TIME	28
Time off in lieu of overtime pay	28
Comp time credited at overtime rate.....	28

<u>Article</u>	<u>Page</u>
24 TRAVELING	28
Reimbursement for expenses	28
Use of employee's vehicle	28
Company supplied transportation	29
Compensation for private vehicle	29
Accident deductible reimbursement.....	29
25 TRAVELING CONDITIONS.....	30
Credit for travel time.....	30
Credit for return journey	30
Vehicle insurance and liability	31
Travel on day off or holiday	31
Late night taxi fare	31
26 DEFINITION OF LOCATION AND LOCATION EXPENSES.....	32
Meal allowance	32
Per diem	32
Out of town accommodation.....	33
Meal cost advance	33
Allowable expenses	33
Expense advance	33
Personal telephone calls	34
Days off out of town	34
27 SENIORITY	34
Seniority defined	34
Seniority list.....	34
Loss of seniority	35
Seniority on LTD	35
28 JOB POSTINGS	36
Postings	36
Information in postings	36

<u>Article</u>	<u>Page</u>
Regular job classification	36
Appointments and seniority	36
Promotions and transfers	36
Trial period	37
Notification to employee and Union	38
Refusing transfer or promotion	38
Salary administration	38
29 UPGRADING	38
Upgrading premium	38
30 TECHNOLOGICAL CHANGE	39
Definition	39
Jurisdiction over new equipment	39
Notice of technological change	40
Training	41
Lay-off due to technological change	41
31 LAY-OFFS	42
Definition	42
Role of seniority in lay-offs	42
Bumping procedure	42
Recall procedure	39
Hiring new employees	43
Notice to Union	43
Severance pay	44
Recall period	45
Lay-off notice (less than 1 year service)	46
32 DISCIPLINE	46
Just cause	46
Union representation	46
33 REPORTS ON PERFORMANCE	47

<u>Article</u>	<u>Page</u>
Expression of dissatisfaction	47
Employee's reply	47
Removal from employee's file	47
Inspection of personnel file	47
Reliance on documents	47
Evaluations on other members	48
34 GENERAL WAGE PROVISIONS.....	48
Semi-monthly pay	48
Funds transfer and cheques	48
Lateness.....	48
Pay day on day off	48
35 SALARIES.....	49
Pay according to schedule	49
No income loss	49
Automatic salary progression.....	49
Over scale employees	50
Between scale employees	50
Retroactivity	50
Salary Groups and Classifications	51
Signing bonus	53
36 COMPASSIONATE LEAVE	54
Absence due to family death	54
Family emergencies.....	54
37 MATERNITY AND PATERNITY LEAVE	54
Maternity leave	54
Working conditions.....	54
Return to work	55
Vacation credits.....	55
Maintaining benefits	55
Paternity leave	55

<u>Article</u>	<u>Page</u>
Adoption leave	55
38 OTHER LEAVE	56
Appointments	56
Illness of child	56
39 JURY DUTY	56
Pay when subpoenaed.....	56
40 JOB SHARING	56
Job sharing proposals	56
41 EDUCATIONAL LEAVE	57
Leave and benefits.....	57
42 LEAVE FOR UNION DUTIES.....	57
Leave for grievances and negotiations	57
Leave for Union meetings	57
43 NON-DISCRIMINATION FOR UNION ACTIVITIES .	58
Non interference.....	58
Human rights.....	58
44 EXISTING BENEFITS.....	59
No reduction of individual benefits	59
Insurance premiums	59
Insurance benefits.....	60
45 BENEFITS.....	60
No alteration of benefits	60
Change of carrier	60
Insurance brochure	60
Insurance contracts.....	60
Pension plan	61

<u>Article</u>	<u>Page</u>
46 NO STRIKE CLAUSE	61
Strike or lockouts.....	61
47 NO STRIKE BREAKING	62
Work assignments and feeds	62
48 GRIEVANCE PROCEDURE.....	62
Adjustment of grievances.....	62
Personal grievances.....	62
Meeting to resolve differences	63
Grievance initiation	63
Referral to arbitration	64
Arbitrator's powers	64
Clarification of decision	64
Arbitration expenses	64
Time limits	64
No loss of pay	64
49 MEDIATION PROCEDURE	65
Federal mediation	65
50 DURATION OF AGREEMENT	65
Term and notice	65
Automatic renewal	65
 SIGNATORIES	 66
 APPENDICES	 67
Salary framework	67
Pension plan synopsis	70
Bulletin boards	70
Student practicum placements.....	71
Leaves without pay	74

PARTIES

THIS AGREEMENT is made and entered into this 1st day of February, A.D. 2002.

BETWEEN:

CORUS PREMIUM TELEVISION EDMONTON
DIVISION OF CORUS ENTERTAINMENT INC.
(hereinafter referred to as "The Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA (CEP-CLC)
(hereinafter referred to as "The Union")

ARTICLE I

Intent

- 1.1** It is the intent and purpose of this Agreement to promote the utmost co-operation between the Company and its employees, consistent with the rights of both parties. It is the further intent of this Agreement to foster a friendly spirit which will prevail at all times between the Company and its employees, and, to this end this Agreement is signed in **good** faith by the two parties. The Agreement is therefore designed to set forth clearly conditions governing rates of pay, hours of work, and conditions of employment to be observed between the parties and provide a procedure for prompt, and equitable adjustment of grievance.
- 1.2.** Either party may request the other party to meet from time to time to review and discuss the application and operation of this Agreement, or any other items of mutual concern. If during such review, the parties mutually agree that provisions of the Agreement should be revised or modified, then the Agreement shall be open to that extent and the amendment or revision of such provision shall be negotiated as between the parties and the Agreement shall thereafter be amended accordingly.
- 1.3** Bargaining Unit
- The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Industrial Relations Board in its decision of February 1, 2001 and any amendments to the Unit as mutually agreed to by

the parties, or any job subsequently held to be within the bargaining unit.

The employees covered by this Agreement shall be:

All employees of Corus Premium Television Edmonton Division of Corus Entertainment Inc., excluding casuals, sales, managerial employees and those employed in a confidential capacity in relation to industrial relations.

- 1.4** The term “Employer” or “Company” as used in this Agreement shall mean Corus Premium Television Edmonton division of Corus Entertainment Inc.
- 1.5** The term “employee” as used in this Agreement shall mean all employees included in the bargaining unit by the Canada Industrial Relations Board.

ARTICLE 2

Employee Categories and Probation

2.1 Full Time Employees

- (a) A full time employee shall be defined as an employee who works forty (40) hours per week (thirty-seven and one-half (37%) hours per week for office staff) and whose duration of employment is without an agreed termination date.
- (b) Full time employees shall receive all the benefits provided under the Collective Agreement subject to the provisions of Articles 2.5, 44 and 45 herein.

2.2 Part Time Employees

- (a) A part time employee shall be defined as an employee who works less than forty (40) hours per week (thirty seven and one-half (37.5) hours per week for office staff) on a regular basis. Part time employees shall receive all benefits as provided for under the Collective Agreement, subject to the provisions under Article 2.2, 2.5 and Article 44 herein.
- (b) The following hours worked by a part time employee shall not be used in the calculation of benefits:
 - (i) Relief hours worked provided the part time employee is replacing another employee who is on vacation or approved leave, this will include the period of maternity relief.
 - (ii) Overtime hours worked, provided such work is required for completion of an assignment on a continuous tour of duty.

2.3 Casual Employees

- (a) A casual employees shall be anyone not described in 2.1 or 2.2 above. Casual employees will not be used to displace or to avoid the recall from lay-off of full time or part-time bargaining unit positions. Casual employees may be hired to perform a temporary assignment of limited duration (no longer than 6 months) or be used to replace a full time or part-time employee in the event of illness, vacation or approved leave.

- (b) Upon hiring of casual employees, the Company shall provide notice to the employee and the Union of the duration of employment.

2.4 On a monthly basis, the Company will provide to the Association a list of the current Employees on the payroll including: name, job classification, start date, status (Full-time, Part-time, or Casual), and total hours that month.

2.5 Probationary Period

- (a) There will be a six (6) month probation period during which the new employee's suitability for permanent employment shall be assessed on the basis of his/her conduct, quality of work and ability to meet reasonable standards set by the Company. If at any time during the probationary period the Company concludes that the employee is unsuitable for employment, his/her employment may be terminated by the Company and such termination shall be deemed to be for just cause.
- (b) Notwithstanding the above, the Company may extend the probationary period an additional three (3) months providing it notifies the employee and the Union in writing stating its position. This shall occur before the expiration of the first six (6) month period.
- (c) Upon completion of the probationary period the employee's seniority shall be retroactive to the date of hire.

- (d) Full benefits as per Article 44.2 will commence after the third month of the initial probationary period.
- (e) Any work days missed shall not be counted as part of the probationary period.

ARTICLE 3

Relationship

- 3.1** Each employee shall be required, as a condition of continued employment, to pay to the Union a sum equal to the Union's monthly dues as may be established from time to time. Such sums shall be deducted from the employee and remitted to the Union by the Company monthly.
- 3.1.1** When submitting the remittances set out in 3.1 above, the Company shall provide to the Union, a statement showing the name of each bargaining unit employee, the total amount of dues deducted from each employee for the previous monthly pay period and the gross earnings of each employee. In addition, such statement shall show the total amount of dues deducted from all bargaining unit employees as a group, with a further breakdown showing the portion of such dues that were deducted from base pay.
- 3.2** The Company shall not influence Union members to violate any Articles in this Agreement.

3.3 If the Union desires to post notices on Company bulletin boards or on Company property, such notices shall be first submitted to a Company Vice President.

ARTICLE 4

Management Rights

4.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, reclassify, and suspend employees; and also the right of the Company to discipline or discharge any employee subject to this Collective Agreement.

4.2 The Union agrees that nothing contained in this Agreement shall be construed as a limitation of the Company's rights to manage its affairs exclusively and that, except where specifically restricted, abridged, or modified by this Agreement, the Company holds and may exercise all of the rights, powers, and authority which it possessed prior to the signing of this Agreement. Such Company rights include the number and locations of plants, the direction of the working forces, the amount and type of supervision necessary, the method, procedures, and standards of operation, the content of programs, the judgment and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, the right to select and procure machinery and equipment, and to design and engineer equipment which may be incorporated into the Company's plant, and control over

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all operation, buildings, machinery, equipment and employees, and as such are solely and exclusively the responsibility of the Company.

- 4.3** The rights referred to in Article 4.1 and 4.2 shall be exercised in accordance with the provisions of this agreement.

ARTICLE 5

Contract Services

- 5.1** Management shall not, without prior agreement with the Union, transfer, assign, or subcontract any work or functions currently performed by a member of the bargaining unit to any third party if the work is to be performed within the Edmonton extended BBM area. The Company also agrees that contracts of this type shall not exceed work equivalent to fifteen percent (15%) of the total number of bargaining unit positions, without prior agreement with the Union. Such agreements shall not be unreasonably withheld.
- 5.2** No full time employee shall accept outside employment where such employment is in direct competition with the Company, unless otherwise agreed to by the Company.

ARTICLE 6

Work Week and Days Off

- 6.1** The work week for all employees, other than free-lance, temporary, or part-time employees, and office staff, shall be forty (40) hours per week and shall commence at 00.01 hours, Monday. The hours of work will be exclusive of the first meal period and inclusive of break periods and all subsequent meal periods.
- 6.2** The normal hours of work for office staff shall be thirty-seven and one-half (37.5) hours per week. Weekly hours in excess of thirty-seven and one-half (37.5) or seven and one-half (7.5) hours per day, when worked with the approval of Management, will be paid at the overtime rate according to Article 14.
- 6.3** There shall be two (2) consecutive days off. These two (2) days off may be in separate weeks, i.e. Sunday and Monday. The Company shall make every effort to schedule the two (2) consecutive days off on weekends as frequently as possible.
- 6.4** The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- 6.5** Notwithstanding the above articles, by mutual consent, and with prior agreement with the Union, certain groups of employees may work out altered work weeks and days off.

ARTICLE 7

Health and Safety

- 7.1** No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice their employment with the Company.
- 7.2** The Company shall provide adequate protective clothing and/or safety devices where conditions require.
- 7.3** The Employer shall comply with all applicable Federal, Provincial, and Municipal Health and Safety Legislation and Regulations.
- 7.4** The Company and the Union shall maintain a Safety Committee in accordance with the Canada Labour Code. The Members of the Safety Committee shall have the right and obligation to accompany government inspectors on inspection tours.
- 7.5** The Safety Committee will be composed of three (3) members appointed by the Company and three (3) members appointed by the Union. The Union members shall be paid their regular rate for time spent on all Safety Committee business.
- 7.6** Transportation to the nearest physician or hospital for employees requiring immediate medical care

while at work shall be at the expense of the employer to the extent, if any, that it is not covered by the insurance benefit. An insurance claim must be made before seeking reimbursement from the employer.

ARTICLE 8

Wardrobe

- 8.1** The Company will provide adequate and proper clothing to employees engaged in work undertaken by the Company in adverse conditions. For employees not normally subject to adverse conditions, the Company will, when the situation warrants, provide adequate clothing while on duty.

ARTICLE 9

Tour of Duty

- 9.1** Tour of duty shall mean the authorized and/or approved time of work by a full-time regular employee during the day with a minimum credit of eight (8) hours, exclusive of the first meal period, calculated to the last quarter hour in which work was performed. If it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

ARTICLE 10

Postings of Schedules

- 10.1** Each employee's weekly schedule clearly showing hours of duty and days off (exclusive of overtime) shall be posted no later than 17:00 hours of the Tuesday, thirteen (13) days prior to the Monday of the week in question. This Article only excludes office staff working regular Company hours.
- 10.2** The posting of the weekly schedule shall freeze the employee's days off for the following week, except as outlined in Article 10.1 or by mutual consent of the employee and Management.
- 10.3** A designated Union representative shall be given access to the work schedules, which shall be kept on file by the Company, and if any issue arises, shall have access to the time records, upon reasonable notice to Management.

ARTICLE 11

Change of Starting Time

- 11.1** For the purposes of this Agreement, "Notice of Change" shall mean that the Company notifies the employee and the employee confirms such notice of change to the Company.
- 11.2** Notice of change of start time, whether it be advanced

or delayed, shall be given no later than eight (8) hours into a posted shift, two (2) days prior to the day in question. If notice is not given, the employee shall be credited with all hours originally scheduled plus additional hours at one-half (½) times the basic rate, in addition to any other premiums or payments.

- 11.3** Prior to going on leave for five (5) days or more, an employee shall be given in writing a pre-arranged time to report back. This time may be re-scheduled later, but not earlier than the pre-arranged time. The Company will make every effort to notify the employee of such a change prior to their pre-arranged starting time.

- 11.4** It is the responsibility of an employee to report to their Supervisor as early as possible when they are going to be absent from their assignment.

ARTICLE 12

Scheduled Days Off

- 12.1** Scheduled days off shall be defined as the number of hours in each consecutive day off, plus the turn-around period of twelve (12) hours. When the scheduled days off are separated by a holiday, the turn-around period shall be increased by twenty-four (24) hours.

- 12.2** An Extra day off is to be defined as twenty-four (24) hours only and may be scheduled consecutive to scheduled days off or separate from them.

- 12.3** Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

ARTICLE 13

Work on a Scheduled Day Off

- 13.1** When an Employee works on a scheduled day off, work performed on that day shall be compensated as follows:
- (a) If work is performed on one (1) day off in a week, time and one-half (1½) computed separately from the work week, for all hours worked, with a minimum credit of eight (8) hours.
 - (b) Provided an employee has worked on one of their days off in a block of days off, all hours performed on a second or subsequent day off in the block will be paid at an extra one-half (½) times the basic rate, with a minimum credit of eight (8) hours, in addition to the entitlement under Article 13.1 (a) and any other premiums or payments.
 - (c) Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours will be paid at an additional one-half (½) times the basic rate, in addition to any other premiums or payments. All hours that exceed twelve (12) hours on a day off will be paid an additional one-half (½) times the basic rate, in addition to any other premiums or payments.

25

All hours in excess of sixteen (16) hours will be paid at an additional one-half (1/2) times the basic rate in addition to any other premiums or payments.

(d) When an employee works on a scheduled day off to cover for a sick employee all such days worked will be paid at one and one-half (1 1/2) times the basic rate.

13.2 If a legal holiday is in conjunction with days off, then work performed on any of those days, excluding the legal holiday, will be paid at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments.

13.3 If work is available on an employee's day off, it shall be offered to full time employees in that job classification before being offered to part time and casual employees.

ARTICLE 14

Overtime Computation

14.1 (a) All employees have the right to refuse to work overtime. It shall be understood that when overtime is required, the employee must notify their supervisor if they are unable to work such overtime. If notification of refusal is not given, then the employee is committed to such overtime. Refusal of overtime must be done at the time notification of overtime is initiated. Preference shall be given to Full Time employees in that

job classification for all scheduled overtime. Overtime shall be assigned on a fair and equitable basis.

(b) In the event that:

(i) accident to machinery, equipment, plant, or persons: or

(ii) urgent and essential work is required:

Only to the extent necessary to prevent a serious interference with the operation of the business, and if all qualified full-time employees on shift in the job classification refuse to work overtime, the Company may assign the work to an employee on shift in the job classification in reverse order of Company seniority.

14.2 All time worked in excess of eight (8) hours on a straight time day will be paid at the rate of one and one-half (1-1/2) times the hourly rate of the employee. Hours worked in excess of twelve (12) hours on a straight time day will be compensated at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments. All hours in excess of sixteen (16) hours will be paid at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments.

14.3 Minimum overtime will be computed in fifteen (15) minute segments.

14.4 All overtime must be authorized by a representative of management.

14.5 Payment for overtime worked or credited shall be made not later than the month following the month in which such overtime work occurred.

14.6 Unscheduled overtime worked will be paid at a rate of one and one-half (1-1/2) times the hourly rate, for the first hour only. All subsequent hours worked will be compensated for at an additional one-half (½) times the basic rate, in addition to any other premiums or payments. An employee must be informed within his/her first hour of work that his shift will be extended beyond the scheduled end time of that tour of duty. The employee must be provided with a new end time.

Unscheduled overtime does not apply in the event that the unscheduled overtime is to cover for the absence of another employee caused by illness or other unforeseen circumstances, the employee must be notified within the first four (4) hours of work that his shift will be extended and the unscheduled overtime will be waived.

If the tour of duty extends past the new end time, the employee will be paid at the prevailing rate for the first hour of the extension. All other hours will be compensated at one-half (½) times the basic rate, in addition to any other premiums or payments. The first missed meal shall be deemed as unscheduled overtime.

14.7 Overtime hours for any tour of duty may be canceled prior to the end of the shift, if the employee and the Manager mutually agree to terminate the tour of duty prior to the end of the scheduled shift without overtime pay.

If the employee was scheduled to work on a day off, the Company must give the employee notice of cancellation of the tour of duty before 12:00 (noon) one (1) day prior to the day in question.

14.8 When a production is shortened or canceled due to an extraordinary interruption, the Company shall not be required to pay for scheduled overtime not worked.

14.9 An extraordinary interruption is an interruption by an uncontrollable event or force of nature of the usual course of events that experience, knowledge before hand or care cannot reasonably foresee or prevent.

ARTICLE 15

Turnaround Period

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

15.2 When a turnaround period between shifts is reduced from a minimum of twelve (12) hours, an employee shall be compensated at an additional one-half (½) times the basic rate, in addition to any other premiums or payments, for all hours of reduction to a maximum of twelve (12) hours to be computed separately from the work week except as provided in

Article 15.4. When shifts are separated by day(s) off, turnaround periods will include twenty-four (24) hours for each day off. (e.g. 24 hours + 12 hours). In the event that a turnaround period between two (2) days not separated by days off or legal holidays is eight (8) hours or less in duration, an additional compensation of eighteen dollars (\$18.00) shall be paid to an employee or, when possible, the Company will cancel the employee's next tour of duty, or part of the tour that encroaches on the turnaround period with no deduction in pay for these hours. The penalty will not apply on turnaround periods resulting from call backs.

15.3 In the event a turnaround period is five (5) hours or less, the shift shall be considered continuous. If the entire shift is not worked, Article 16 will apply and it will be considered a Call Back.

15.4 No payment shall be made for the following encroachment:

- (a) On a swing-in shift on a regular rotating shift pattern which occurs in conjunction with an employee's scheduled day off.
- (b) On a shift where an employee is released from duty to attend negotiations or grievance meetings with Management.
- (c) On a shift where an employee is returning from a minimum of forty-eight (48) hours of annual leave and/or comp time.

ARTICLE 16

Call Back

- 16.1** If an employee has left their place of work and is called back to resume working within twelve **(12)** hours of a completed tour of duty, they shall be paid at the unscheduled overtime rate for a minimum of four **(4)** hours, or until the next scheduled tour of duty begins, whichever is less. A thirty (30) minute traveling period shall also be included in the four **(4)** hours. Time worked beyond four **(4)** hours shall be paid at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.
- 16.2** An employee who is on **call** back shall not be required to actually work more than three and one-half **(3-1/2)** hours without a meal period. After this meal period, which is deemed to be a second subsequent meal, Article 17 and Article 18 will apply.
- 16.3** Unless the call back is necessitated by an emergency, an employee may refuse to work the call back as outlined in Article **16.1** and shall not be penalized for such refusal.

ARTICLE 17

Meal Period

First Meal Period

17.1 To all tours of duty a first meal period of not less than thirty (30) minutes nor more than sixty (60) minutes duration shall be assigned. The first meal period shall begin not earlier than the start of the fourth hour of the tour and ending not later than the end of the sixth hour of the tour.

17.2 A meal period taken during the ninth to twelfth hours of a tour of duty will be considered a second meal even when the first meal has been missed.

Second Meal Period

17.3 A second meal period of not less than thirty (30) minutes duration will be assigned in tours of duty of beyond ten (10) hours, during which a first meal period was assigned. The second meal will be assigned between the commencement of the ninth and twelfth hours of a tour of duty but will not be more than six (6) hours after the commencement of the first meal period. Upon consent of the crew involved, the second meal may be taken at the end of the shift, in which case the meal displacement will be waived.

17.4 Eight dollars fifty cents (\$8.50) shall be allowed to compensate for the cost of the second meal.

- 17.5** All subsequent meals shall be compensated for only on submission of actual receipts up to a maximum eight dollars fifty cents (\$8.50).
- 17.6** Subsequent meal periods of not less than thirty (30) minutes shall be assigned at the end of the fourth hour of work after completion of a prior meal period.
- 17.7** In the event that an employee is required to work beyond ten (10) hours in one (1) day, the Company will:

 - (a) Provide the employee with a suitable hot meal at the Company's expense.
 - (b) Allow the employee sufficient time to travel to a place where adequate meals may be obtained. It will be the responsibility of the designated unit manager/producer, supervisor, or manager in charge to decide which option will be selected.
- 17.8** When an employee is not given a meal period within the time limits required by this Agreement, they shall receive in addition to their regular salary, compensation in an amount equal to one-half ($\frac{1}{2}$) times their basic hourly rate, in addition to any other premiums or payments, for each hour worked with a minimum of one (1) hour until a meal period is actually received or is assigned.
- 17.9** Employees shall not be required to travel from their normal place of employment to other studios or remote locations within the area during their meal periods, or any part thereof.

ARTICLE 18

Break Periods

18.1 All employees shall be entitled to and shall receive a break period of not less than twenty (20) minutes duration during each four (4) hour portion of a tour of duty.

ARTICLE 19

Night Differential

19.1 Night Differential shall only be paid for time worked. An employee **shall** be paid a night differential according to the following scale:

<u>Between the hours of:</u>	<u>Rate per hour:</u>
00:00 – 02:00	\$2.40
02:00 – 05:00	\$2.90
05:00 – 07:00	\$2.70

ARTICLE 20

Holiday and Holiday Pay

20.1 The following shall be paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday (August)	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Floater Day	2nd Floater Day

Plus any day duly proclaimed by Federal authority as a public holiday.

20.2 All employees will be eligible for the holiday floater (Family Day) after one (1) year of service. This holiday will be administered in the same way as annual leave.

20.3 When a day designated as a holiday under Article 20.1 falls on an employee's regularly scheduled day off, and the employee is not required to work, the employee shall be granted holiday leave on the day observed as the holiday and the day off shall be re-scheduled.

20.4 If the holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2½) times their basic rate for all hours worked with a minimum credit of eight (8) hours. If the employee is required to work more than eight (8) hours on such a holiday, they shall be compensated at an additional one-half (½) times the basic rate, in addition to any other premiums or payments.

- 20.5** If the holiday falls on a scheduled day off, and the employee is required to work, they shall be paid as per Article 13 plus time and one-half (1½), in addition to any other premiums or payments, for a minimum credit of eight (8) hours.
- 20.6** Work on a statutory holiday shall be given to full time employees in that job classification on a fair and equitable basis, before being given to any other employees.

ARTICLE 21

Scheduling of Christmas and New Year's Holidays

- 21.1** When employees are scheduled to work between December 23 and January 2, those employees within the same job function shall be called in on a year-to-year rotational basis beginning with those employees with the least seniority.
- 21.2** Such scheduling shall not be a subject of a grievance.

ARTICLE 22

Vacations and Annual Leave

- 22.1** Employees shall be entitled to and shall receive an annual vacation with pay on the following basis:
 - (a) Leave with pay for vacation shall be given to

employees as an earned right at the rate of five-sixths (5/6) days for each completed calendar month of the employment up to a maximum of ten (10) working days in their first year of employment. This vacation entitlement shall be computed as of May 1.

- (b) After an employee has worked for the Company for one (1) year, he/she shall earn annual leave at the rate of one and one quarter (1 $\frac{1}{4}$) days for each completed calendar month of employment up to a maximum of fifteen (15) working days. This vacation entitlement shall be computed as of May 1.
- (c) After an employee has worked for the Company for five (5) years, he/she shall earn annual leave at the rate of one and two-thirds (1-2/3) days for each completed calendar month of employment up to a maximum of twenty (20) working days. This vacation entitlement shall be computed as of May 1
- (d) Upon completion of fifteen (15) years of service, those employees shall receive twenty-five (25) working days. This vacation entitlement shall be computed as of May 1.

22.2 In the event that a paid holiday (Article 20.1) occurs during an employee's vacation, one (1) additional day for each holiday shall be added to the vacation credits computed according to Article 22.1

22.3 All portions of an employee's vacation period up to and including three (3) weeks shall be scheduled

consecutively unless requested otherwise by an employee and approved by the Company.

- 22.4** An employee may request to begin and end his/her annual leave in conjunction with his/her days off plus any additional days added because of paid holidays.
- 22.5** In the event payday(s) occur during an employee's vacation period they shall, with approval from the Department Manager, upon giving the Accounting Department **at** least two **(2)** weeks advance notice, receive their pay cheque(s) before going on vacation. A vacation period for early pay cheque(s) shall be a minimum of five (5) days annual leave and/or comp time.
- 22.6** Upon termination of employment an employee (or their estate in case of death) shall receive accrued vacation pay at the rate earned. Comp time accumulated will be paid at the employee's prevailing salary.
- 22.7** In the event that an employee desires leave without pay, they shall apply in writing to the Company stating the reason for such leave. No Employee shall suffer loss of seniority as a result of such leave.
- 22.8** An employee who through sickness or death in their immediate family cannot begin their holidays at the scheduled time shall be allowed to reschedule their vacation.
- 22.9** The Company will make every effort not to schedule an employee to work beyond 18:00 hours on the day prior to going on one **(1)** week or more of annual leave.

ARTICLE 23

Cornu Time

- 23.1** Employees shall be entitled to take time off in lieu of overtime pay (comp time) up to a maximum number of hours per year as determined by each department manager. The department manager cannot set the maximum at less than 48 hours of Comp time per year. Comp time shall be taken at a time mutually agreeable to both the employee and manager. When a conflict develops between employees wishing to take comp time at the same time, the employee with the most seniority will be given preference.
- 23.2** All comp time shall be credited at the overtime rate.

ARTICLE 24

Traveling

- 24.1** The Company agrees to reimburse each employee for all authorized, approved, and/or justifiable expenses, including parking expenses, when travel is authorized by the Company.
- 24.2** It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory and he/she may at his/her discretion, decline to do so.

- 24.3** The Company agrees to supply employees with transportation or a vehicle when said employee performs his/her daily job function away from the Company premises and does not wish to use his/her own vehicle. The Company also agrees to maintain vehicles it owns or leases at a roadworthy level.
- 24.4** If an employee is authorized to use the employee's own automobile for transportation in connection with work related duties, the employee shall be compensated at a rate of thirty one cents (31¢) per kilometre, with a minimum of three dollars and fifty cents (\$3.50) for each round trip or one-way trip to a location that would complete the employee's tour of duty.
- 24.5** When an employee on Company business using his/her own vehicle is involved in an accident resulting in damage to his/her car and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee to a maximum of \$250.00, such amount being regarded as the deductible amount on the employee's car insurance policy. Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

ARTICLE 25**Travelinn Conditions**

- 25.1** For pay purposes, employees engaged only in common carrier transportation shall be credited with a maximum of eight (**8**) hours of scheduled time on behalf of the Company. If work is performed as part of the same travel day, any additional time credit will be based on actual time from start of shift to completion of the tour of duty. In the case of weather delays, causing additional time to the scheduled flight time beyond the control of the Company, this shall be credited as Comp time for the actual hours in excess of the eight (**8**)hours shift.

The employee's start time will be based on one of the following for computing any additional Comp or overtime.

- (a) One (1) hour before the scheduled time of the common carrier departure until one (**1**) hour after the scheduled arrival of the common carrier.
 - (b) From the time he/she leaves their normal place of employment when the employee has reported there before proceeding to travel.
 - (c) From the assigned hour of departure from their lodging when an employee is using overnight accommodation.
- 25.2** Time credited from the return journey under the above conditions will be computed in the same manner.

- 25.3** The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it might request an employee to drive. Accidents involving other vehicles or property must be reported to police to establish which driver, if any, is at fault. All accidents should be reported in writing to supervisors at the earliest possible opportunity. The driver will be responsible to pay the five hundred dollars (\$500.00) deductible when the vehicle is damaged during personal use by the driver.

- 25.4** When an employee travels on a day off or legal holiday on which no work is performed, payment will be made according to the formula outlined in Article 13 (with a minimum credit of four **(4)** hours) for the hours spent travelling excluding delays due to circumstances beyond the control of Employer or employee (e.g., extraordinary interruption).

- 25.5** Any employee who works beyond 22:00 hours shall be provided with free taxi fare when no other form of personal transportation is available. This does not apply to regularly scheduled employees who work beyond the 22:00 hours.

ARTICLE 26**Definition of Location and Location Expenses**

- 26.1** Employees on remote assignments outside the City of Edmonton who do not require overnight accommodation shall receive a meal allowance for each meal to which they are entitled up to a maximum of fifty six dollars and eight cents (\$56.08) on the following basis:

Breakfast.....	\$11.67
Lunch.....	\$13.27
Dinner.....	\$21.95
Subsequent Meal	\$ 9.19

The meal allowance will increase on June 1st, of each subsequent contract year, by an amount equal to the annual percentage increase in the Edmonton Consumer Price Index for May, as reported by Statistics Canada.

- 26.2** Employees on out of town assignments who require overnight accommodation shall receive an expense allowance of fifty six dollars and eight cents (\$56.08) per day or three dollars and twenty cents (\$3.20) per hour for partial days up to a maximum of fifty six dollars and eight cents (\$56.08) to be paid prior to departure in the currency of the country to which they are traveling.

The expense allowance will increase on June 1st, of each subsequent contract year, by an amount equal to the annual percentage increase in the Ed-

monton Consumer Price Index for May, as reported by Statistics Canada.

- 26.3** The company shall be responsible for booking each employee's accommodation on out **of** town assignments. Each employee shall receive reasonable single occupancy at the Company's expense.
- 26.4** An advance to cover the estimated meal costs will be given to employees before departure.
- 26.5** The allowance mentioned in Article 26.2 shall be in addition to the following allowable expenses:
- (a) The cost of transportation and when applicable, automobile mileage allowance.
 - (b) The cost of taxis and limousine service between residence and station or airport at point **of** departure and return, and between station or airport and hotel at point of destination.
 - (c) The rental of vehicles for the transport of equipment.
 - (d) The cost of extra assistance in handling equipment.
 - (e) The cost of telegrams and long distance calls required for Company business.
- 26.6** It is agreed that an application for an advance to cover traveling and location expenses will be made as far in advance as possible of an employee's departure time and that an accounting of any such ex-

penditures with receipts will be submitted for approval within five (5) working days of employee's return to home base.

- 26.7 Employees on location for two (2) or more days shall be allowed to make one personal telephone call up to a maximum of five (5) minutes per call. Each employee will be allowed a second telephone call for a five (5) minute duration if on location for a week. For subsequent location work each employee will be allowed a five (5) minute telephone call every second day.
- 26.8 Employees who are required to spend their days off out of town on remote assignments and do not work on said days shall receive an additional thirty one-dollars and sixty cents (\$31.60) per day over and above the per diem outlined in 26.1.

ARTICLE 27

Seniority

- 27.1 Seniority Defined – Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.
- 27.2 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commenced work on the same

day, preference shall be in accordance with the date of application. An updated seniority list shall be sent to the Union and posted on the Bulletin Boards in January of each year.

- 27.3** Loss of Seniority – An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off, or leave approved by the Employer.

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

- (a) He/She is discharged and is not re-instated;
- (b) He/She resigns in writing;
- (c) He/She fails to return to work within fifteen working days following a lay-off and after receiving notice by courier or registered mail to do so, unless through sickness or by mutual agreement of both parties. The refusal of an Employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future.

- 27.4** Seniority on Long Term Disability – When an employee commences Long Term Disability, his/her seniority ceases to accrue.

ARTICLE 28**Job Postinas**

- 28.1** When a new position is created or when a vacancy of a temporary or permanent nature occurs which shall include the resignation of an incumbent inside or outside the bargaining unit, (excluding management), the Employer shall immediately notify the Union in writing and post notice of the position on Bulletin Boards for a minimum of one week (7 calendar days), so that all members will know about the vacancy or new position. However, vacancies arising from normal retirement shall be posted for-ty-five (**45**) days prior to the employee's retirement date, with notification to the Union.
- 28.2** Information in Postinas – Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift hours, job title, and group number, such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- 28.3** The Company recognizes that employees are hired to perform in a regular job classification and will make every reasonable effort to assign employees in that classification.
- 28.4** Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

The principle of promotion within the service of the Employer.

That job opportunity shall increase in proportion to length of service, providing the applicant has the skills, abilities and qualifications for the position.

Therefore, in making staff changes, transfers, or promotions, where two or more applicants' demonstrated qualifications are approximately equal, appointment shall be made of the applicant with the most seniority and having the required qualifications in accordance with Article 28.2, "Information in Postings". Appointments from within the bargaining unit shall be made in writing within three (3) weeks of posting. The Company will only consider an external applicant if no internal applicant is qualified for the position.

- 28.5** Trial Period – The successful Union member applicant shall be notified within one (1) week following the end of the posting period. He/She shall be given a trial period of two (2) months, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent at any time during the period of two (2) months. 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 job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted

or transferred because of the re-arrangement of the positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

- 28.6** Notification to Employee and Association – Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on Bulletin Boards. The Employer shall provide an explanation and notification of any short-comings to all applicants who have been denied promotion or transfer. Such explanations will be available to the employee in writing, upon request.
- 28.7** No employee shall in any way be penalized for refusing to accept a transfer, promotion, or relocation.
- 28.8** When an employee is promoted into a higher pay classification he/she shall immediately receive a salary increase.

ARTICLE 29

Upgrading

- 29.1** Employees temporarily assigned to perform a supervisory position or another higher job classification will be paid a premium of three dollars (\$3.00) per hour, or the grid rate, whichever is greater, for all hours worked.
- (a) In the case of a supervisory function, the position must be filled for a *minimum* of four (4) consecutive hours in a single tour of duty.

- (b) In the case of **other functions**, the position must be filled for a minimum of four **(4)** consecutive hours in a single tour and a minimum of sixteen **(16)** hours in a week.
- (c) The new position must have a higher level of responsibility and a higher salary.
- (d) It must be made clear by the employee's supervisor that the employee is assuming the full authority and full responsibilities **of** the position.

ARTICLE 30

Definition of Technological Change

In this Article "Technological Change" means any change in the introduction of equipment, material or process different in nature, type or quantity from that previously utilized that results in change to any of the following:

- (a) Work methods, organization, operations or processes affecting one or more employees;
- (b) The location at which the work, undertaking or business operates;
- (c) The work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

30.1 In the event that the Company introduces or per-

mits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth.

- 30.2** Advance Notice – The Company will give the Union and the employees as much advance notice of Technological Change as is practical, but not less than one hundred twenty (**120**) days. The Company shall state in writing the nature of the changes contemplated, the date on which the Employer plans to effect the changes, and the number, type and location of Employees likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the Employees affected shall be minimized.
- 30.2.1** The technological change provisions of this Agreement are intended to satisfy the requirements of the Canada Labour Code such that sections 52, 54 and 55 do not apply during the term of this Agreement.
- 30.2.2** It is agreed that where a position is created as a result of Technological Change and/or a change of **job** functions results from Technological Change, such position shall fall under the jurisdiction of the bargaining unit unless otherwise agreed to by the **two** parties.

30.3 Training – Where new or greater skills are required, the employee shall, at the expense of the Employer be given a three (3) month training period (extendible to six (6) months with mutual agreement of the two parties) during which they may perfect or acquire the skills necessitated by the Technological Change.

The training provided for in this Article shall be given during the hours of work whenever possible. Such training shall be clearly scheduled. Any time devoted to training shall be considered as time worked.

30.4 Should Technological Change result in a lay-off, refer to Article 30.2 herein.

The Company will provide affected employees reasonable time off during their normal work week without **loss** of salary, to be interviewed for positions outside the Company.

Where an **employee(s)** is displaced due to Technological Change, **he/she** shall be entitled to exercise Bumping Rights as per Article 31.3. Further, such employee shall maintain Recall Rights as per Article 31.5. To obtain proficiency in **his/her** classification the employee(s) shall be given three (3) months after the date of re-engagement, which period may be extendible to six (**6**) months upon mutual agreement between the two parties. The employee shall receive reasonable and adequate training during normal working hours and employees shall be paid at least the start rate within the classification. If the Company demonstrates that the employee has failed to show sufficient ability in the new position, the employment of the employee may be terminated.

ARTICLE 31**Lay-offs**

- 31.1** Definition of Lay-Off – A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. This shall be described as a lack of work or a discontinuance of function.
- 31.2** Role of Seniority in Lay-Offs
- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the inverse order of the bargaining unit seniority in their classification, except where an employee does not possess the qualifications as set by the Company and the ability to perform the job.
 - (b) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising their right is able to perform the work of the employee with less seniority. Factors to be considered for **all** bumping shall be seniority, job knowledge, skills, abilities and qualifications where an employee can demonstrate that he/she can perform the duties and functions of a particular bargaining unit position.
 - (c) The employee exercising his/her right to bump shall be given a two (**2**) week orientation/familiarization for the new position, if required.

(d) In the event of lay-offs, all Casual employees and/or part-time employees who perform any of the functions of the targeted employees shall be laid off before any full time targeted employees are laid off. All staff with more seniority shall be offered the opportunity to receive severance pay under Article 32.2 to alleviate any lay-off of another employee.

- 31.3** Recall Procedure – Employees shall be recalled in the order of their seniority. The Employer shall send a registered letter to the employee’s last known address containing the offer of recall. The letter shall contain all pertinent information as per Article 28.2. The offer of recall shall extend for fifteen (15) days from date of receipt. 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. For the purpose of this agreement, two (2) weeks is recognized as reasonable notice, unless otherwise mutually agreed to by both parties.
- 31.4** New Employees – New employees shall not be hired until those laid off have been given the opportunity of recall, as per Recall Procedure.
- 31.5** Advance Notice of Lay-Off – The Company shall consult with the Union with respect to any planned lay-off for the purpose of discussing possible means of mitigating the effects of such lay-off. Such consultation shall take place not less than three (3) working days prior to the Company notifying individual employees of their lay-off. It is agreed that the consultation shall be deemed to be strictly confidential

and as such, the proceedings shall not be disclosed to any other individual prior to the Company notifying the individual employee(s).

31.6 Severance Pay – In the event of lay-offs, employees affected shall receive a severance package in accordance with the following:

- (a) thirty (30) days notice or four (4) weeks pay in lieu of notice;
- (b) two (2) weeks severance pay for each completed year of service up to seven (7) years;
- (c) three (3) weeks severance pay for each completed year of service beyond seven (7) years, to a maximum of fifty two (52) weeks;
- (d) severance pay shall be based on the employee's base rate pay for the last month of work completed.

31.6.1 Where the Company transfers or subcontracts bargaining unit work to any individual or company outside the Edmonton extended BBM area and such action directly or indirectly results in the layoff of an employee, then employees will also be eligible for the following:

- (a) an additional one weeks severance pay for each completed year of service to a total maximum severance pay of fifty two (52) weeks;
- (b) retraining cost reimbursement (subject to proof that these expenses were incurred in the twelve

(12) months following layoff for tuition, text-books, necessary equipment and other direct education costs at an educational institution) in the following amounts:

- less than 5 years of service: \$1,500
- between 5 and 10 years of service: \$3,000
- 10 or more years of service: \$5,000

- 31.7** (a) The recall period shall be for the duration of the severance period.
- (b) Notwithstanding the above, all employees laid off will have a minimum of six (6) months right of recall from the date of lay-off. All employees with fifteen (15) years or more seniority **will** have twelve (12) months right of recall from the date of lay-off. At the completion of this period the employee is considered terminated and the right of recall shall cease.
- (c) An employee may choose **full** severance payout at the time of lay-off.
- (d) An employee may choose severance pay to be paid out monthly for the duration of the severance period.
- (e) An employee may request and receive total remaining severance payout at any time during the severance period.
- (f) If an employee **is** recalled and accepts a position with the Company, any severance pay that he/she has received that is over the number of weeks that he/she has been on lay-off must be

refunded to the Company. Failure to agree to pay the balance of the severance will therefore be considered a termination and the employee will forego the right of recall.

- 31.8 In the event of lay-offs, employees with less than one (1) year of continuous Company service shall receive three (3) weeks notice or three (3) weeks severance pay plus accrued vacation pay.

ARTICLE 32

Discipline

- 32.1 In the event of dismissal or demotion of an employee for just and sufficient cause, it is agreed that such dismissal or demotion may be subject to the grievance procedure. In the case of dismissal where the Employer does not allege provable just cause, such employee shall receive six (6) months pay in lieu of notice. Such dismissal will not be done capriciously or without any cause whatsoever, and in this respect, is also subject to the grievance and arbitration procedure.

- 32.2 An employee shall have the right to have an Union Representative present at any discussion with a Supervisor or Manager where the employee is to receive notice of dissatisfaction, suspension or termination.

ARTICLE 33

Reports on Performance

- 33.1** An employee shall be notified in writing, with a copy to the Secretary of the Union, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company immediately after the complaint or accusation is made. If this procedure is not followed, such expressions or dissatisfaction shall not become part of their record for use against them at any time.
- 33.2** The employee's reply to such complaint or accusation if received within ten (10) working days after they have been given notice referred to in Article 33.1 above, shall become part of their record. If such reply is not received, it will not become part of their record for use by them at any time.
- 33.3** No report of an expression of dissatisfaction shall be used against an employee after two (2) years have elapsed and such report shall thereupon be removed from the Employer's files.
- 33.4** An employee's personnel file shall be available and open to the employee for their inspection at any reasonable time during regular working hours.
- 33.5** The Employer agrees, in any matter relating to disciplinary action not to rely upon any document, the

existence of which has not been drawn to the attention of the employee in accordance with the requirements of this Article.

- 33.6** Employees in the bargaining unit shall not formally submit written evaluations on other members in the bargaining unit.

ARTICLE 34

General Wage Provisions

- 34.1** The Company will pay salaries semi-monthly via electronic funds transfer.
- 34.2** An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee (e.g. extraordinary interruption). For purposes of determining the amount of reduction the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter hour in which the lateness occurs.
- 34.3** When a pay day falls on an employee's day off, the employee may notify the supervisor in their department who normally distributes cheques. Every effort will be made to release the employee's cheque to them as soon as possible after it arrives from the computer centre.

ARTICLE 35

Salaries

- 35.1** Employees shall be paid according to the salary schedule of the classification to which they are assigned as set out in Article 35.7 of this Agreement, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 35.2** It is recognized that certain employees are receiving higher salaries than those specified in Article 35.7 of this Agreement and it is agreed that no employee shall suffer a loss of income as a result of the salary schedule set out in Article 35.7.
- 35.3** Progression up the salary schedule within each classification shall occur automatically on June 1st of each year, within the classification to which the employee is assigned, unless, no later than March 31st, the employee has been advised that his/her performance is unsatisfactory. An employee who has been denied a salary progression increase because of unsatisfactory performance shall be advised **as** to the reasons why his/her performance is unsatisfactory and such employee may file a grievance pursuant to Article 48 of this Agreement.

Notwithstanding the above, any employees hired after the date of ratification of this Agreement and all employees, including current employees, promoted after the date of ratification will progress up the salary schedule within each classification on the anniversary date of their hiring or promotion into that

classification unless the employee's performance was unsatisfactory. An employee who has been denied a salary progression increase because of unsatisfactory performance shall be advised of the reasons for management's conclusion and such employee may file a grievance with respect to whether management's judgment was unfair or unreasonable. The employee shall be notified of such decision not less than sixty (60) calendar days prior to the employee's anniversary date.

- 35.4** Over Scale Employees – Effective June 1, 2001, an employee who is being paid more than the top rate of his/her salary group shall receive a salary increase of three (3%). Effective June 1, 2002, an employee who is being paid more than the top rate of his/her salary group shall receive a further salary increase of three percent (3%). Effective June 1, 2003, an employee who is being paid more than the top rate of his/her salary group shall receive a further salary increase of three percent (3%).
- 35.5** Between Scale Employees – Where an employee's salary falls between the year levels of his/her salary group, he/she shall receive a five percent (5%) increase in place of the grid increment referred to in Article 35.3.
- 35.6** The first year pay provisions of Article 35.7 shall be retroactive to June 1, 2001 for salaries and overtime claims made prior to the implementation date of this Agreement, for employees on staff as of the date of ratification. No other provisions of this Agreement shall be retroactive.

35.7 The following monthly rates are minimums:

	<u>Jun 1/01</u>	<u>Jun 1/02</u>	<u>Jun 1/03</u>
Group 1 Receptionist, Shipper/Receiver			
Start	1738	1790	1843
1 year	1828	1883	1940
2 years	1920	1978	2037
Group 2 Secretary			
Start	1931	1989	2049
1 year	2041	2103	2166
2 years	2152	2216	2283
Group 3 Computer Systems, Production Assistant			
Start	2211	2278	2346
1 year	2330	2400	2472
2 years	2449	2523	2599
Group 4 Executive Secretary, Executive Assistant, Production Coordinator, Marketing Assistant, Promotions Coordinator, Librarian			
Start	2422	2494	2569
1 year	2565	2642	2721
2 years	2707	2788	2872
3 years	2850	2936	3024

Jun 1/01 Jun 1/02 Jun 1/03

Group 5 Promotions Writer Producer, MCR/VTR Operator, Advertising Business Coordinator, Accounting Clerk, Contract Administrator

Start	2492	2566	2643
1 year	2630	2708	2790
2 years	2768	2851	2936
3 years	2907	2994	3084

Group 6 Senior MCR/VTR Operator, Graphic Artist, Web Designer, Post Production Media Operator, Program Service Coordinator

Start	2714	2795	2879
1 year	2871	2957	3045
2 years	3027	3118	3212
3 years	3185	3280	3379
4 years	3341	3442	3545
5 years	3499	3604	3712

Group 7 Maintenance Technician

Start	2791	2875	2961
1 year	2948	3036	3127
2 years	3104	3198	3293
3 years	3262	3360	3461
4 years	3419	3521	3627
5 years	3575	3682	3793

Jun 1/01 Jun 1/02 Jun 1/03

Group 8 Senior Promotions Writer Producer, Edit Services, Senior Graphic Artist, Assistant Director of Programming

Start	3089	3182	3277
1 year	3223	3320	3419
2 years	3357	3457	3561
3 years	3490	3594	3702
4 years	3624	3732	3844
5 years	3757	3870	3986

Group 9 Senior Maintenance Technician

Start	3531	3637	3746
1 year	3681	3792	3905
2 years	3832	3947	4065
3 years	3982	4101	4224
4 years	4131	4255	4383
5 years	4284	4412	4545

- 35.8** The employer will pay to all bargaining unit employees employed on the date of ratification, a signing bonus representing five percent (5%) of their base rate of annual pay. It is to be paid within thirty (30) days of ratification by the parties.

ARTICLE 36

Compassionate Leave

- 36.1 When an employee is required to be absent due to a death in their immediate family (i.e. legal guardian, husband, wife, grandparents, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law or sister-in-law) they will be granted three (3) working days leave with pay. Under special circumstances a request for additional compassionate leave will be considered.
- 36.2 The Company will consider requests for specified leave for emergencies, i.e. birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Company.

ARTICLE 37

Maternity Leave and Paternity Leave

- 37.1 Maternity leave will be in accordance with the provisions of the Canada Labour Code which may be amended from time to time. The Company and the Union will make the current Canada Labour Code available to the employees.
- 37.2 Where working conditions may be hazardous to an unborn child or to the pregnant employee, such conditions shall be modified or the employee shall be transferred to another position as per the Canada Labour Code.

- 37.3** An employee who has been granted a return to work may have all credits bridged in accordance with the terms of this Agreement provided the employee returns to work no later than the end of the prescribed leave period.
- 37.4** Vacations will be awarded as per terms of this Agreement.
- 37.5** An employee who has been granted Maternity leave shall have the option of maintaining existing benefits. If benefits are maintained, the employee shall authorize the Company to deduct from her final cheque the necessary funds required to cover all contributions (as per Article **44**) to Medical/Dental and Group Insurance for the whole period of Maternity leave.
- 37.6** Male employees with one or more years of service shall be granted three (3) days paid Paternity Leave at the time of birth or adoption of a child. Under special circumstances, a request of additional leave will be considered.
- 37.7** Where an employee seeks leave due to adoption, the foregoing provision shall apply.

ARTICLE 38

Other Leave

- 38.1** The Company will grant sufficient time to an employee for medical, dental, and eye appointments where a minimum of one (1) days notice is given. The Company will make every effort to accommodate the employee's requests where the one (1) day notice is impossible. Requests for adequate time to attend funerals will also be considered.
- 38.2** When circumstances dictate, an employee may request leave for the purpose of attending to the illness of their child.

ARTICLE 39

Jury Duty

- 39.1** Employees called to serve on juries or to obey a Crown subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such calls.

ARTICLE 40

Job Sharing

- 40.1** The Company agrees to entertain proposals from employees for job sharing and recognizes that there may be mutual benefits derived from such arrangements.

ARTICLE 41

Educational Leave

41.1 In the case of employees attending seminars, lectures, training programs, and so forth at the request of the Company, and recommended by the Company on Company time, full benefits of this contract shall apply.

ARTICLE 42

Leave For Union Duties

42.1 Upon request of the Union, the Company will release without loss of pay or other benefits, up to two (2) employees named by the Union to attend grievance meetings and they will also release up to three (3) employees for negotiation meetings (at the Union's cost). The Union agrees to reimburse the Company, upon receipt of an invoice, for what was paid to the employees during the bargaining leave.

42.2 Subject to operational requirements and prior Company authorization, leave without pay may be granted for a reasonable period of time to Union representatives in order to attend Union conventions, conferences or training programs. Authorization for such leave shall not be unreasonably withheld. Such leave shall be further subject to the following:

- (a) The Union must provide at least fifteen (15) days advance notice prior to the Monday of the week

in question that leave is required.

- (b) The cumulative total of such leave will not exceed seven (7) working days in each calendar year. Notwithstanding the foregoing, an additional five (5) working days shall be available in a calendar year in which the CEP national convention is held.
- (c) Upon receipt of an invoice, the Union agrees to reimburse the Company for time lost during the period of the employee's leave.

ARTICLE 43

Non-discrimination for Union Activities

- 43.1** The Company shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or the exercising of any rights associated with membership in the Union. The Company shall not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union.
- 43.2** Subject to the provisions of the Canadian Human Rights Act, it is agreed by the parties that there shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital sta-

tus, family relationship, nationality, ancestry, place of origin, place of residence, political or religious affiliation or beliefs, sexual preference or orientation, or mental or physical disability.

ARTICLE 44

Existing Benefits

- 44.1** The Company recognizes that employees covered by this Agreement enjoy certain benefits and privileges referred to herein, and agrees not to alter or change these practices without the Agreement of the Union. The Company further agrees that there shall be no reduction in pay by reason of the implementation of this Agreement nor shall the Company alter a classification for the sole purpose of avoiding a pay increase.
- 44.2** The Company will pay fifty percent (50%) of all premiums during the first ~~(1)~~ year of a full time employee's employment and seventy-five percent (75%) of all premiums thereafter in respect to the Insurance Benefits listed in this clause. The employee will pay the balance of all such premiums and costs.

The Company will pay fifty percent (50%) of all premiums of a part-time employee when that employee works twenty (20) or more hours per week. Participation in these benefits is optional.

The Benefits are:

For Employees

Life Insurance
Accidental Death and Dismemberment
Weekly Income Insurance
Long-Term Disability Insurance

For Employees and Dependants

Major Medical Health Insurance
Alberta Health Care
Dental Care Insurance
Vision Care

ARTICLE 45

Benefits

- 45.1** The benefits referred to in Article 44.2 that are currently in effect will not be altered during the term of this Agreement without the Union ratifying this change prior to it becoming operative.
- 45.2** Notwithstanding Article 44.1 the Company is entitled to alter the insurance carrier as determined from time to time by the Company so long as the benefits and conditions are not affected thereby.
- 45.3** A brochure outlining the insurance plan in Article 44.2 will be made available to all eligible employees.
- 45.4** The actual benefit coverage will be governed by the insurance contracts in place.

45.5 All employees, as defined in Articles 2.1 and 2.2 are eligible to join the Pension Plan and monthly contributions shall be made by both the employee and the Company. The Pension Plan shall be annexed hereto as Schedule "B".

The Company agrees to match the employee's contribution up to but not exceeding those levels described above, which means the employee may choose to contribute less than the allowable maximum and the Company will match that contribution only.

ARTICLE 46

No Strike Clause

46.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 47**No Strike Breaking**

- 47.1** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter studio or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs not normally fed to such facilities, nor will the Company require any engaged employee to perform the duties of any other employee who is engaged in a lawful strike. This clause will not apply in those instances where the Company shares the transmission facilities with another Company whose employees have gone on strike. In such event, the Company shall have the right to require its employees to perform only such work as is necessary to ensure the continuous and uninterrupted transmission of the Company's broadcasts.

ARTICLE 48**Grievance Procedure**

- 48.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 48.2** The parties recognize that the Canada Labour Code provides that any employee may present their personal grievance to their Employer at any time. Any

such grievance may be subject to consideration and adjustment as provided in the following Article on grievance procedure.

- 48.3** (a) If any difference concerning interpretation, application, operation or alleged violation of this Agreement arises between the parties or persons bound by this Agreement, those parties and persons shall meet and endeavour to resolve the difference within seventy-two (72) hours from the initial meeting, exclusive of any hardship caused by annual leave, statutory holidays, sick leave, or the employee's awareness of the Event.
- (b) If the Company, Employee, or Union feels there is a justifiable grievance, the grievance must be initiated in writing within thirty (30) calendar days from the event, or the grievor's awareness of the event, giving rise to the grievance.
- (c) In the event the two parties fail to resolve the grievance at step (b) either party may request that the grievance be heard by an Arbitrator. When either party makes this request in writing, they shall attempt to select an arbitrator from the following list. Where mutual agreement cannot be reached within ten (10) working days of such request, or if a selected arbitrator cannot accept the appointment, the grieving party may request an appointment by the Federal Minister of Labour in accordance with the Canada Labour Code. The approved list of arbitrators shall be:
- (i) D.P. Jones
 - (ii) Allan Ponak

- (iii) Andy Sims
- (iv) John Moreau
- (v) Phyllis Smith
- (vi) David Tettensor

- (d) In the resolving of any grievance, both parties agree the Arbitrator's decision shall be final and binding. The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties, or dispose of a grievance by any arrangement which it deems just and equitable.
- (e) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- (f) Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.
- (g) The time limits fixed in both the Grievance and Arbitration procedures may be extended by consent of the parties.
- (h) Employees shall suffer no loss of pay or their benefits while attending grievance meetings with the Company.

ARTICLE 49

Mediation Procedure

49.1 If during the negotiations for a Collective Agreement or revisions or renewal of an existing Agreement the parties fail to agree on the terms thereof, either of the parties may refer the dispute to the Federal Minister of Labour in accordance with mediation proceedings of the Canada Labour Code.

ARTICLE 50

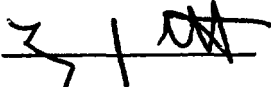
Duration of Agreement

50.1 This Agreement shall commence on the date of ratification by the bargaining unit members and shall remain in force until May 31, 2004 and from year to year thereafter, unless either party notifies the other not less than thirty (30) days and not more than one hundred twenty (120) days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement.

50.2 If neither party gives notice to bargain under 50.1, this Agreement shall be automatically renewed for a period of one (1) year and from year to year thereafter.

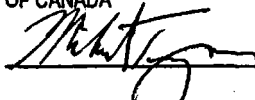
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this 25th day of June 2002.

CORUS PREMIUM TELEVISION
EDMONTON DIVISION OF
CORUS ENTERTAINMENT INC



Andrew Todd

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA



A. Simons

Schedule "A"

SALARY FRAMEWORK

CLASSIFICATIONS – SENIOR DESIGNATIONS

All senior designations are a combination of the following criteria:

- (i) Proven ability to perform the position (could be current or past work, such as inside the Company or experience in previous employment).
- (ii) Responsible for training of new staff due to the senior employee's job knowledge and experience.
- (iii) Excelling in a current position, and seeking additional work from their Manager.
- (iv) All senior positions have a greater responsibility and are fully accountable for the work they perform.
- (v) Some leadership is also expected of a senior employee.
- (vi) Employees are promoted to senior designations who consistently meet Company Standards and are awarded at the Managers discretion. An employee can be employed for a long term in the same position and not have a senior designation- "Leadership, Responsibility, Experience, Accountability and Performance" are the key factors in all senior designations.

Schedule "B"**PENSION PLAN SYNOPSIS**

Employees of Corus Premium Television may join the Company pension plan after completion of three (3) months service. The plan is a money purchase plan to which the employee contributes four percent (4%) of earnings and the Company contributes four percent (4%) of earnings for the duration of this Agreement.

Each year interest is credited to both the employee contributions and Company contributions. The rate credited is determined by the investment earnings of the pension fund and the Company contributions forfeited by terminating members.

The normal retirement age is 65. However, employees are allowed to retire early within the ten year period to normal retirement age. The amount of pension at retirement depends on the following factors:

- age at retirement;
- the amount of employee and Company contributions accumulated with interest;
- the annuity rates available at retirement, and;
- the form of pension (i.e. single life annuity with a guaranteed period or a joint-survivor annuity with continuation to spouse.)

The termination and pre-retirement death benefits are de

CORUS..... 69

terminated by the amount of the employee contributions accumulated with interest and the vested portion of Company contributions accumulated with interest.

Schedule "C"

BULLETIN BOARD

Lunch room - Corus Premium Television

NOTE: If you remove a posting from a bulletin board please be sure to return it as soon as possible to ensure that all employees can be aware of any opportunities that are available.

Conditional Student Placement Letter

Corus Premium Television

Re: Student Practicum Placements

The Union has always acknowledged and appreciated the importance of student practicums within the company and therefore encourages the usage of the plant for such intern training. It is also our concern however, that the utilization of such students to be handled in a manner which is both fair to the Union members as well as the placements. We thereby request that the following criteria be met when accepting and implementing any and all student practicums.

1. A copy of this letter of conditional agreement shall be forwarded to the student and their institution prior to any agreement of intern placement.
2. The student must always be assigned to a specific employee for the purpose of learning all of that position's daily procedures and duties. This employee shall be recognized as that student's direct supervisor. The Student shall observe and learn that position, but shall not replace the position. After a sufficient and appropriate learning period, the student may be allowed to perform some of that position's duties which occur in the daily operation of the plant. The student shall only perform duties regularly performed by their direct supervi

sor (and be supervised in the performance of those duties).

3. Students are not be be used to replace employees. They shall not be responsible for duties which would not occur if they were not present (i.e. use in lieu of employee overtime, additional workload, etc.). Students are not to be used as employees' assistants.
4. Prior to any student placement agreement, a supervisory **position(s)** must be secured. Any employee has the right to refuse a request to become a student placement supervisor, although this may not be unreasonably withheld.
5. The Union shall be given at least seven (7) days written notice prior to commencement of all student placements within the Company. This also includes paid **practicum** placements. The notice shall contain the student's name, their start and finish dates, the institution from which they are associated, the **position(s)** they shall be learning, the name of their direct supervisor(s) and any remuneration that may occur.
6. All paid or non-paid placement not associated with a learning institution **must** be referred, in writing, to the Union for approval before any implementation can occur. The referral must include the placement's name, start and finish dates, the position they shall be learning and their direct supervisor. These placements may be revoked at any time by the Union.

If, at any time, the conditions of this agreement are breached by either the student or the Company, the Union shall issue a notice of warning to the student and supervisor. If the problem persists, the conditions shall revert to those of the collective agreement and if necessary, the Union shall place additional conditions on future placements.

Company Representative Union Representative

Student's Supervisor Student Signature

Start Date End Date

Date

LETTER OF UNDERSTANDING

Re: Application of Article 22.7 – Leaves Without Pay

It is agreed that employees on leave without pay will be treated as follows:

1. There will be no benefit plan coverage unless the employee chooses to maintain it by paying both employer and employee premiums.
2. There will be no pension plan contributions by the employer although the employee will be free to contribute to the plan to the extent that it is permitted by the plan.
3. Seniority will continue to be accrued.
4. Vacations will still be earned but vacation pay will be reduced pro-rata based on the length of absence.
5. Grid movements will continue if the absence is less than three (3) months in any contract year. If the absence is more than three (3) months, then service is not earned for the purposes of grid movement during the leave.

Article 5 will expire if the employer departs from a common anniversary date for salary progression.

CORUS PREMIUM TELEVISION
EDMONTON DIVISION OF
CORUS ENTERTAINMENT INC

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA

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Andrew Eddy

A. Samuel

Date June 25, 2002