

COLLECTIVE AGREEMENT

- between -

**CORUS PREMIUM TELEVISION
EDMONTON**

DIVISION OF CORUS ENTERTAINMENT INC.

- and -

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



June 1, 2004 – May 31, 2007



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THIS AGREEMENT is made and entered into this 13th day of April, A.D. 2004.

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 1

Intent

- 1.1 Intent—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 Reviewing Agreement—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 Employer defined—The term “Employer” or “Company” as used in this Agreement shall mean Corus Premium Television Edmonton division of Corus Entertainment Inc.

1.5 Employee defined—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 (37½) 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 employee 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, compatibility, character, 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 Union membership**—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 Union dues deduction**—When submitting the remittance 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 Influence of members**—The Company shall not influence Union members to violate any Articles in this Agreement.
- 3.3 Bulletin board postings**—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 Function of Company—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 No limitation of Company rights—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 all operation, buildings, machinery, equipment

and employees, and as such are solely and exclusively the responsibility of the Company.

- 4.3** Rights subject to Agreement—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** Transfer, assign or subcontract—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** Outside employment—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** Work week—The work week for all employees, other than freelance, 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** Office staff hours—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** Days off—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** Separation of days off—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 Altered work weeks—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 Hazardous conditions—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 Protective clothing/safety devices—The Company shall provide adequate protective clothing and/or safety devices where conditions require.
- 7.3 Legislation and regulations—The Employer shall comply with all applicable Federal, Provincial, and Municipal Health and Safety Legislation and Regulations.
- 7.4 Safety committee—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 Safety committee composition—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 for medical care—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

Tour of Duty

8.1 Tour of duty defined—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 9**Postings of Schedules**

- 9.1** Weekly schedule posting—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.
- 9.2** Freezing days off—The posting of the weekly schedule shall freeze the employee's days off for the following week, except as outlined in Article 9.1 or by mutual consent of the employee and Management.
- 9.3** Union access to schedules—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 10

Change of Starting Time

- 10.1 Notice of change**—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.
- 10.2 Change of start time**—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 ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.
- 10.3 Reporting back time**—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.
- 10.4 Report when absent**—All employees must report for work and start their shift on time. All employees are expected to regularly and consistently attend work and must not be absent without authorization unless the absence is due to illness or disability. An employee must contact his or her supervisor

before the start of the employee's regular shift on the first day of absence due to illness or injury.

ARTICLE 11

Scheduled Days Off

- 11.1** Scheduled days off defined—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.
- 11.2** Extra day off—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.
- 11.3** Days off separated by holiday—Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

ARTICLE 12**Work on a Scheduled Day Off**

12.1 Compensation for work on days off—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 12.1 (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. All hours in excess

of sixteen (16) hours will be paid at an additional one-half ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) times the basic rate.

12.2 Holiday in conjunction with days off—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 ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.

12.3 Work on day off offered to full time—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 13**Overtime Computation****13.1 Refusal of overtime—**

(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.

- 13.2 Overtime rates**—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 (½) 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 (½) times the basic rate, in addition to any other premiums or payments.
- 13.3 Minimum 15 minute segments**—Minimum overtime will be computed in fifteen (15) minute segments.
- 13.4 Overtime authorization**—All overtime must be authorized by a representative of management.
- 13.5 Payment for overtime worked**—Payment for overtime worked or credited shall be made not later than the month following the month in which such overtime work occurred.
- 13.6 Unscheduled overtime**—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 ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments. The first missed meal shall be deemed as unscheduled overtime.

- 13.7** Overtime cancellation—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.

- 13.8** Shortened or canceled production—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.

- 13.9** Extraordinary interruption—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 14

Turnaround Period

- 14.1** Turnaround defined—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.
- 14.2** Turnaround compensation—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 ($\frac{1}{2}$) 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 14.4. 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.

14.3 Continuous shift—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 15 will apply and it will be considered a Call Back.

14.4 Exceptions for turnaround pay—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 15**Call Back**

- 15.1 Call back compensation**—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.
- 15.2 Meal during call back**—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 16 and Article 17 will apply.
- 15.3 Refusal of call back**—Unless the call back is necessitated by an emergency, an employee may refuse to work the call back as outlined in Article 15.1 and shall not be penalized for such refusal.

ARTICLE 16**Meal Period**

- 16.1 First meal period**—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.
- 16.2 Missed first meal**—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.
- 16.3 Second meal period**—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 that 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.
- 16.4 Second meal payment**—Eight dollars fifty cents (\$8.50) shall be allowed to compensate for the cost of the second meal.

- 16.5** Subsequent meals payment—All subsequent meals shall be compensated for only on submission of actual receipts up to a maximum eight dollars fifty cents (\$8.50).
- 16.6** Subsequent meal assignment—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.
- 16.7** Work beyond 10 hours—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.
- 16.8** Missed meal penalty—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.

- 16.9** Travel during meal period—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 17

Break Periods

- 17.1** 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 18

Night Differential

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

Night differential payment—

Between the hours of: Rate per hour:

00:00 – 02:00	\$2.40
02:00 – 05:00	\$2.90
05:00 – 07:00	\$2.70

ARTICLE 19**Holiday and Holiday Pay**

19.1 Paid holidays—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	2 nd Floater Day

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

19.2 Holiday floater—All employees will be eligible for the first and second holiday floater after one (1) year of service. This holiday will be administered in the same way as annual leave.

19.3 Holiday on day off—When a day designated as a holiday under Article 19.1 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.

19.4 Holiday on work day—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 ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.

- 19.5** Holiday on day off worked—If the holiday falls on a scheduled day off, and the employee is required to work, they shall be paid as per Article 12 plus time and one-half ($1\frac{1}{2}$), in addition to any other premiums or payments, for a minimum credit of eight (8) hours.
- 19.6** Preference to full time—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 20

Scheduling of Christmas and New Year's Holidays

- 20.1** Assignment to least senior—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.
- 20.2** Scheduling not grievable—Such scheduling shall not be a subject of a grievance.

ARTICLE 21**Vacations and Annual Leave**

21.1 Vacation entitlement—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 January 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 January 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 ($1\frac{2}{3}$) 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 January 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 January 1.

- 21.2 Paid holiday during vacation**—In the event that a paid holiday (Article 19.1) occurs during an employee's vacation, one (1) additional day for each holiday shall be added to the vacation credits computed according to Article 21.1
- 21.3 Vacation scheduled consecutively**—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.
- 21.4 Vacation in conjunction with days off**—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.
- 21.5 Pay days during vacation**—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.

- 21.6 Vacation pay upon termination**—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.
- 21.7 Leave without pay**—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.
- 21.8 Re-scheduling vacation**—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.
- 21.9 Finish time prior to vacation**—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 22**Comp Time**

- 22.1** Time off in lieu of overtime pay—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. All comp time must be taken in the year it is earned. Any comp time not used by December 31st of the calendar year in which it was earned will be paid out. However, comp time can be carried over to June 30th of the subsequent calendar year by mutual agreement, otherwise it will be paid out.
- 22.2** Comp time credited at overtime rate—All comp time shall be credited at the overtime rate.

ARTICLE 23**Traveling**

- 23.1** Reimbursement for expenses—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.
- 23.2** Use of employee's vehicle—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.
- 23.3** Company supplied transportation—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.
- 23.4** Compensation for private vehicle—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.

23.5 Accident deductible reimbursement—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 24

Traveling Conditions

24.1 Credit for travel time—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.

24.2 Credit for return journey—Time credited from the return journey under the above conditions will be computed in the same manner.

24.3 Vehicle insurance and liability—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.

- 24.4** Travel on day off or holiday—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 traveling excluding delays due to circumstances beyond the control of Employer or employee (e.g., extraordinary interruption).
- 24.5** Late night taxi fare—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 25

Definition of Location and Location Expenses

- 25.1** Meal allowance—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:

Per diem—

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.

- 25.2** Out of town accommodation—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 Edmonton Consumer Price Index for May, as reported by Statistics Canada.

- 25.3** Booking out of town accommodation—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.

- 25.4** Meal cost advance—An advance to cover the estimated meal costs will be given to employees before departure.

25.5 Allowable expenses—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.

25.6 Expense advance—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 expenditures with receipts will be submitted for approval within five (5) working days of employee's return to home base.

25.7 Personal telephone calls—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.

- 25.8** Days off out of town—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 25.1.

ARTICLE 26

Seniority

- 26.1** 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.
- 26.2** Seniority list—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.

26.3 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, except as provided below.

An employee shall be deemed to be terminated and will lose all seniority rights and privileges and the Employer shall have no further obligation to the Employee in the event that the Employee:

- (a) voluntarily quits;
- (b) is discharged and not subsequently reinstated;
- (c) takes employment other than that declared during a leave of absence;
- (d) is absent without leave for two days without permission or notice satisfactory to the Employer;
- (e) has been laid off and fails to report for work within (14) calendar days after being contacted personally, unless the employee is excused from this requirement by the Employer in writing. When the employee cannot be contacted, the Employer will send written notice of return to work to the

employee's last known address by double registered mail and the employee will be allowed no more than fourteen (14) calendar days from the date of the Employer sending the return to work notice to report to work. It shall be the responsibility of the employee to keep the Employer informed at all times of his or her correct home address;

- (f) is laid off and has not been recalled within the time limits defined in A. 30.7 (b)

26.4 Seniority on LTD—When an employee commences Long Term Disability, his/her seniority ceases to accrue.

ARTICLE 27

Job Postings

27.1 Postings—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 forty-five (45) days prior to the employee's retirement date, with notification to the Union.

- 27.2 Information in postings**—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.
- 27.3 Regular job classification**—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.
- 27.4 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize:

The principal of promotion within the service of the Employer.

That job opportunity shall increase in proportion to length of service, provided the applicant has the skills, abilities, qualifications (including past performance and attitude) and job knowledge and related experience for the position.

When promotions are made to jobs in the bargaining unit, candidates will be considered on the basis of qualifications for the job, job knowledge, skills, ability, past performance, attitude and related experience. If all of these

factors are relatively equal, seniority will be the determining factor. 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.

27.5 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, 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.

27.6 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.

27.7 Refusing transfer or promotion—No employee shall in any way be penalized for refusing to accept a transfer, promotion, or relocation.

27.8 Salary administration—When an employee is promoted into a higher pay classification he/she shall immediately receive a salary increase in accordance with the grid.

ARTICLE 28

Upgrading

28.1 Upgrading premium—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 29

Definition of Technological Change

Definition—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.

29.1 Jurisdiction over new equipment—In the event that the Company introduces or permits 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.

29.2 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.

29.2.1 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.

29.2.2 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.

29.3 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.

29.4 Lay-off due to technological change—Should Technological Change result in a lay-off, refer to Article 29.2 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 30.3. Further, such employee shall maintain Recall Rights as per Article 30.5. 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 30

Lay-offs

30.1 Definition—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.

30.2 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, provided

the senior employee has the qualifications, job knowledge, skills, ability and related experience to satisfactorily perform the work of the employee with less seniority

- (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 30.2 to alleviate any lay-off of another employee. The ability to receive severance pay shall only be available during the two (2) calendar week period following the issuance of the lay-off notice.

30.3 Recall procedure—Employees shall be recalled in the order of their seniority, provided they have the qualifications, job knowledge, skills ability, and related experience to satisfactorily perform the work that is available. 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 purposes of this agreement, 14 calendar days is recognized as reasonable notice,

unless otherwise mutually agreed to by both parties.

30.4 Hiring new employees—New employees shall not be hired until those laid off have been given the opportunity of recall, as per Recall Procedure, provided that the laid off employees have the requisite qualifications, skills, ability and related experience to satisfactorily perform the work that is available. When a laid off employee is recalled he/she shall receive a one week training/orientation, as determined by management, in the available position.

30.5 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).

30.6 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 five (5) years;
- (c) three (3) weeks severance pay for each completed year of service beyond five (5) years, up 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.

30.6.1 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, textbooks, 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

30.7 Recall period—

- (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.

- 30.8** Lay-off notice (less than 1 year service)—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 31

Discipline

- 31.1** 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 discipline, suspension or termination.

ARTICLE 32**Reports on Performance**

- 32.1** Expression of dissatisfaction—Any employee subject to complaints which may result in disciplinary action shall be notified of such complaints no later than ten (10) working days (for the employee) after completion of the investigation. This time limit may be extended with the consent of the Union, which consent will not be unreasonably withheld.
- 32.2** Removal from employee's file—A notice of disciplinary action will be removed from an Employee's personnel file and shall not be used against an employee after two (2) years have elapsed, provided that no additional discipline has been imposed against the employee within that two (2) year period.
- 32.3** Inspection of personnel file—An employee's personnel file shall be available and open to the employee for their inspection at any reasonable time during regular working hours.

ARTICLE 33**General Wage Provisions**

33.1 Semi-monthly pay—The Company will pay salaries semi-monthly via electronic funds transfer.

33.2 Lateness—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.

ARTICLE 34**Salaries**

- 34.1 Pay according to schedule**—Employees shall be paid according to the salary schedule of the classification to which they are assigned as set out in Article 34.7 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.
- 34.2 No income loss** —It is recognized that certain employees are receiving higher salaries than those specified in Article 34.7 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 34.7.
- 34.3 Automatic salary progression**—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 47 of this Agreement.

Notwithstanding the above, any employees hired after February 1, 2002 and all employees, including current employees, promoted after February 1, 2002 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.

34.4 Over scale employees—Effective June 1, 2004, 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, 2005, 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, 2006, 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%).

34.5 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 34.3.

34.6 Retroactivity—The first year pay provisions of Article 34.7 shall be retroactive to June 1, 2004 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

34.7 Salary Groups and Classifications—The following monthly rates are minimums:

	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
<u>GROUP 1</u>	Receptionist, Shipper/Receiver		
Start	1898	1955	2014
1 year	1998	2058	2120
2 years	2098	2161	2226
<u>GROUP 2</u>	Secretary		
Start	2110	2174	2239
1 year	2231	2298	2367
2 years	2351	2422	2495

	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
<u>GROUP 3</u>	Computer Systems, Production Assistant		
Start	2416	2489	2564
1 year	2546	2623	2701
2 years	2677	2757	2840
<u>GROUP 4</u>	Executive Secretary, Executive Assistant, Marketing Assistant,		
Start	2646	2725	2807
1 year	2803	2887	2973
2 years	2958	3047	3138
3 years	3115	3208	3304
<u>GROUP 5</u>	Promotions Writer Producer, MCR/VTR Operator, Advertising Business Co-ordinator, Accounting Clerk, Contract Administrator, Production Coordinator, Promotions Coordinator, Librarian		
Start	2722	2804	2888
1 year	2874	2960	3049
2 years	3024	3115	3208
3 years	3177	3272	3370
<u>GROUP 6</u>	Senior MCR/VTR Operator, Graphic Artist, Post Production Media Operator, Program Service Coordinator		
Start	2965	3054	3146
1 year	3136	3230	3327
2 years	3308	3408	3510
3 years	3480	3585	3692
4 years	3651	3761	3874
5 years	3823	3938	4056

	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
<u>GROUP 7</u>	Maintenance Technician, Web Designer		
Start	3050	3141	3236
1 year	3221	3317	3417
2 years	3392	3494	3598
3 years	3565	3672	3782
4 years	3736	3848	3963
5 years	3907	4024	4145
<u>GROUP 8</u>	Senior Promotions Writer Producer, Edit Services, Senior Graphic Artist, Assistant Director of Programming		
Start	3375	3477	3581
1 year	3522	3627	3736
2 years	3668	3778	3891
3 years	3813	3927	4045
4 years	3959	4078	4200
5 years	4106	4229	4356
<u>GROUP 9</u>	Senior Maintenance Technician, Senior Editor		
Start	3858	3974	4093
1 year	4022	4143	4267
2 years	4187	4313	4442
3 years	4351	4481	4616
4 years	4514	4650	4789
5 years	4681	4822	4966

ARTICLE 35

Compassionate Leave

- 35.1 Absence due to family death**—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.
- 35.2 Family emergencies**—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 36

Maternity Leave and Paternity Leave

- 36.1 Maternity leave**—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.

- 36.2** Working conditions—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.
- 36.3** Vacation credits—Vacations will be awarded as per terms of this Agreement.
- 36.4** Maintaining benefits—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 43) to Medical/Dental and Group Insurance for the whole period of Maternity leave.
- 36.5** Paternity leave—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.
- 36.6** Adoption leave—Where an employee seeks leave due to adoption, the foregoing provision shall apply.

ARTICLE 37**Other Leave**

- 37.1 Appointments**—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.
- 37.2 Illness of child**—When circumstances dictate, an employee may request leave for the purpose of attending to the illness of their child.

ARTICLE 38**Jury Duty**

- 38.1** 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 39

Job Sharing

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

ARTICLE 40

Educational Leave

40.1 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 41**Leave For Union Duties**

41.1 Leave for grievances and negotiations—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.

41.2 Leave for Union meetings—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 thirty (30) days advance notice for the leave that is required.
- (b) The cumulative total of such leave will not exceed twelve (12) 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 42

Non-discrimination for Union Activities

- 42.1** Non interference—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.
- 42.2** Human rights—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 status, 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 43**Existing Benefits**

43.1 No reduction of individual benefits—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.

43.2 Insurance premiums—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.

Insurance benefits—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 44

Benefits

- 44.1** No alteration of benefits—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.
- 44.2** Change of carrier—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.
- 44.3** Insurance brochure—A brochure outlining the insurance plan in Article 44.2 will be made available to all eligible employees.
- 44.4** Insurance contracts—The actual benefit coverage will be governed by the insurance contracts in place.

44.5 Pension plan—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.

44.6 Medical Examinations—All employees who are absent for seven or more days in any calendar year for medical reasons, upon request by the Employer, shall undergo a medical examination by a doctor. The Employer shall pay the cost of such medical examinations. The Employer reserves the right to select the medical examiner or physician to perform the examination. When a medical examination is required by the Employer, the employee will not suffer loss of pay from attending the examination.

The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, representatives of the Employer and the Union who have access to this information will ensure its confidentiality.

ARTICLE 45**No Strike Clause**

45.1 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 46**No Strike Breaking**

46.1 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 47**Grievance Procedure**

47.1 Adjustment of grievances—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.

47.2 Personal grievances—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.

47.3 Meeting to resolve differences—

- (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.

Grievance initiation—

- (a) 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 date the grievor became aware or reasonably should have become aware of the event giving rise to the grievance, whichever occurs earlier. The grievance must contain the following information:

- (i) the nature of the grievance and the facts supporting the grievance
- (ii) the remedy or correction required; and
- (iii) the specific section(s) of the collective agreement claimed to have been infringed.

Referral to arbitration—

- (c) In the event the two parties fail to resolve the grievance at step (b) either the Union or the Company may refer the grievance to arbitration within thirty (30) calendar days of the filing of the grievance. 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

Arbitrator's powers—

- (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.

Clarification of decision—

- (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.

Arbitration expenses—

- (f) Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.

Time limits—

- (g) The time limits for filing a grievance and the requirements of a grievance, set out in step (b) and the time limits for referring the grievance to arbitration, set out in step (c) are mandatory. The time limits fixed in both the Grievance and Arbitration procedures may be extended by the mutual written consent of the Company and the Union.

No loss of pay—

- (h) Employees shall suffer no loss of pay or their benefits while attending grievance meetings with the Company.

ARTICLE 48

Mediation Procedure

- 48.1 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 49

Duration of Agreement

- 49.1 Term and notice—This Agreement shall commence on June 1, 2004 and shall remain in force until May 31, 2007 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.
- 49.2 Automatic renewal—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 _____ day of 2004.

CORUS PREMIUM TELEVISION
EDMONTON DIVISION OF
CORUS ENTERTAINMENT INC

Communications,
Energy And
Paperworkers
UNION OF
CANADA

31 ATT
Andrew Felder

Don Bouch
Matt

Date: JANUARY 12, 2005

Schedule "A"SALARY FRAMEWORKCLASSIFICATIONS – 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 employees 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 determined 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 supervisor (and be supervised in the performance of those duties).

3. Students are not to 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 21.7–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 Fudge

Don Bouch
Mitzya

Date: JANUARY 12, 2005



