

Collective Agreement

Between

**CFRN-TV and CFCN-TV
Divisions of CTV Television Inc.**

AND

**Communications, Energy and
Paperworkers Union of Canada**

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04/13/2005

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PARTIES

THIS AGREEMENT is made and entered into this 13th day of April, A.D., 2005

BETWEEN:

CFRN-TV and CFCN-TV DIVISIONS OF CTV TELEVISION 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 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two Parties.

ARTICLE 2

Bargaining Unit

2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of August 16, 2000, 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 CFRN TV Edmonton, Alberta, and all employees of CFCN TV, Calgary, Alberta, except:

President, Vice-President/General Manager, Program Manager, Manager of Program Development, Director of Communications, Executive Producer, Supervising Producer, Operations Manager, Assistant Operations Manager, General Sales Manager, Retail Sales Manager, Account Executive/Sales Person, Marketing and Promotion Manager, Traffic Manager, Research Director, Commercial Production Manager, Director of News and Public Affairs, News Director/Managing Editor, Technical Producer, Technical Producer-Mobile, Director of Engineering, Manager Engineering, Chief Engineer; Manager of Finance, Controller, Accountant, Bookkeeper, Accounting Clerk, Payroll

Administrator, Data Systems Supervisor, IT Manager, Credit Manager, Human Resources Manager, Human Resources Coordinator/Human Resources Assistant, Executive Secretary, Weather Host/Anchor, News Business Manager.

2.2 Wherever in this Agreement the word, "location" is used, it shall be defined as one of the distinct sites occupied by the television stations referred to in Article 2.1. Specifically, CFCN-TV shall be considered to be the Calgary location of the Company and CFRN-TV shall be considered to be the Edmonton location of the Company.

2.3 Where in this Agreement reference is made to a job classification, it shall mean a specific job (e.g. ENG Editor means both Senior ENG Editor and ENG Editor) and not a group of jobs which are combined for salary classification purposes.

ARTICLE 3

Definition of Employee

3.1 The term "employee" as used in this Agreement shall mean any person employed in a classification included in the bargaining unit referred to in Article 2 of this Agreement.

3.2 All employees as defined in Article 3.1 above shall be covered by this Agreement from the date of hiring.

4 CFCN/CFRN

3.3 All employees covered by this Agreement shall be considered full time employees of the Company except as hereinafter provided.

3.4 New Job Classifications

- (a) The Company shall notify the Union in writing at least twenty (20) calendar days prior to the formal introduction of any new job classification. Such notice shall advise the Union of the primary duties and the salary rate of the new job classification.
- (b) Either Party to this Agreement may request that negotiations begin within thirty (30) calendar days of the issuance of the notice outlined in (a) above, to determine if such job classification shall be excluded from the bargaining unit. If agreement is not reached within thirty (30) calendar days of the request outlined above, the issue shall be referred to the Canada Industrial Relations Board for a decision.
- (c) **All** new job classifications included in the bargaining unit shall be subject to further negotiations for the purpose of determining pay scales and the Company Division in which the new job classification is to be placed.

3.5 Probationary Period

3.5.1 All new full time employees shall be probationary employees from the date of their hiring in accordance with the following conditions:

- (a) A minimum probation period of sixty (60) days worked shall apply.
- (b) Should the employee's performance not meet the level of proficiency expected by the end of the first sixty (60) days worked, providing the Company is reasonably satisfied that the employee may improve his/her proficiency with more guidance, then the probation period may be extended for a further period, but not beyond a maximum of one hundred twenty (120) days worked from the date of hiring.
- (c) In exercising (b) above, the Company shall make such decision no later than ten (10) tours of duty prior to the expiration of the first sixty (60) days worked and shall advise the employee and the Union, in writing, giving reason for such extension.
- (d) The probationary employee shall be entitled to all terms and conditions contained in this Agreement, except that the Company may terminate or dismiss the employee at any time during the initial probation period or any extension thereof and an arbitrator shall have no jurisdiction over such termination or dismissal.

3.5.2 Notwithstanding the provisions of Article 3.5.1 (a) above, Producer/Directors and all Supervisors employed in bargaining unit positions

shall be probationary employees for a period of one hundred twenty (120) days worked from the date of their hiring and further subject to the following:

- (a) Prior to the end of the one hundred twenty (120) days worked and upon notification to the Union, the Company may extend the probationary period up to a total of two hundred forty **(240)** days worked from the date of hiring.
- (b) In exercising (a) above, the Company shall make such decision no later than ten (10) tours of duty prior to the expiration of the first one hundred twenty (120) days worked and shall advise the employee and the Union, in writing, giving reason for such extension.
- (c) All terms and conditions of this Agreement shall apply to the probationary employee covered by Article 3.5.2, except that the Company may release the employee at any time during the initial probation period or any extension thereof and an arbitrator shall have no jurisdiction over such termination or dismissal.

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ARTICLE 4

Part-time Employees

General

4.1 All Articles of this Collective Agreement, being Articles 1 to 48 inclusive, shall apply to part-time employees, except as hereinafter provided.

4.2 The following Articles shall not apply to part-time employees:

- Article 17 - Seniority
- Article 20 - Layoff and Recall save and except Article 20.6 which will apply
- Article 25 - Technological Change
- Article 27 - Any provisions of Article 27 which provide a premium when the Company fails to give advanced notice of overtime or shift change
- Article 28 - Overtime
- Article 29 - Work on Days Off
- Article 31 - Premiums
- Article 34 - Vacations
- Article 35 - Holidays
- Article 36 - Compensatory Leave
- Article 37 - Sick Leave
- Article 38 - Maternity and Parental Leave
- Article 40 - Leaves of Absence
- Article 44 - Health and Welfare Plan (see Article 4.35 for Health and Welfare Benefits - Part-time Employees)

- Article 45 - Wages
- Article 47 - Clothing Allowance
- Article 48 - Transfer of Work

4.3 A part-time employee is defined as a person who is hired on a regular and recurring basis. Part-time employees shall work less than forty (**40**) hours per week and not more than an average of thirty two (32) during any twelve (12) week period. Where a part-time employee accepts employment as a “temporary employee”, the hours worked shall not be included for the purposes of calculating average hours. Additionally, overtime hours worked by a part-time employee, provided such work is required for completion of an assignment on a continuous tour of duty, will not **be** included for the purposes of calculating average hours.

4.4 Part-time employees shall be probationary employees for a period of five hundred (500) hours worked or six months from the commencement of their employment with the Company. There shall be opportunity for one equal period of extension of a part-time employee’s probationary period.

4.5 For the purposes of Article 4.3 a temporary employee is defined as one hired for a particular show for a temporary period of time, all child care leaves, vacation leaves or the absence of any other employee who is temporarily absent from work; or who is engaged for employment during peak work load periods.

4.6 Where a part-time employee is engaged for a temporary period for a specific purpose and for a limited time, the following shall apply:

- (a) Any period of temporary employment shall not exceed six (**6**) months in any twelve (12) month period. Notwithstanding the foregoing, the Company may engage a temporary employee to a maximum of only three (**3**) consecutive months to cover a position where the Company is actively seeking a full-time permanent replacement.
- (b) Notwithstanding **4.6** (a) above, the Company may employ a temporary employee for a period of twelve (12) months to cover an absence due to maternity/paternity leave or an undetermined leave in relation to Long Term Disability.
- (c) At time of hiring, the Company shall provide notice to the employee, with a copy to the Union, which shall state the intended duration of employment.
- (d) Group Benefits provisions of Article **44** and maternity benefits of Article **38** shall not apply to such employee during any period of temporary employment.
- (e) During such period of temporary, part-time employment, the thirty-two (32) hour restriction set out in Article **4.3** shall not apply.

- 4.6.1** A casual employee is defined as a person who is employed on an irregular basis.
- 4.6.2** The Company agrees not to use casual or temporary employees if it directly results in the lay-off of a full-time or part-time employee **or** directly results in the extension of the lay-off of any qualified and available employee. Further to this, the Company also agrees that it will not use casual or temporary employees to avoid its permanent staffing requirements.
- 4.6.3** Any employee who exceeds the hours of work limited as set out in 4.3 above, shall become a full-time, permanent employee and shall be covered by all provisions of this Agreement, effective the first day of the month following the reporting period in which such excess hours occurred.
- 4.6.4** Where a full-time or part-time employee **is** on lay-off and there is casual work available within that employee's classification, the Company will make a reasonable effort to recall that employee to perform casual work within the employee's classification. Article 20.8 to 20.11 (Re-engagement) will apply to such work.
- 4.7** Casual employees shall not be subject to the terms and conditions of the Collective Agreement but they shall pay Union dues in accordance with Article 7 of this Agreement.

Overtime

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

4.9 Where an employee is required to work overtime, he/she may ask to be relieved from the overtime requirement. Where the Company determines it can reasonably grant such a request, it will do so.

4.10 Where an employee is required to work overtime, he/she shall be compensated for such time as follows:

(a) **Secretarial, Clerical, Traffic and Sales Assistants**

For all hours worked in excess of seven and one-half (7½) hours in a day and thirty seven and one-half hours in a week (37½), one and one-half (1½) times his/her basic hourly rate.

(b) **For All Other Employees**

For all hours worked in excess of one hundred and twenty (120) hours over a three (3) week period, one and one-half (1½) times his/her basic hourly rate. Overtime rates shall apply for all hours worked in excess of eight (8) hours in one day. No part-time employee will be required to work more than eight (8) consecutive days

without their consent. Failure of the employee to give consent will not be used to penalize the employee in anyway.

Should the time worked exceed twelve (12) hours in any single tour of duty, all hours worked in excess of twelve (12) hours will be paid at two (2) times the basic rate.

4.11 All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by a designated supervisor or department manager.

4.12 A tour of duty shall mean the authorized and/or approved times worked during a day, with a minimum credit based on three (3) hours at the employee's hourly rate of basic pay. If a tour of duty extends beyond midnight of the day on which it commenced, it shall be considered as falling wholly within the calendar day in which it starts.

Wage Schedule and Wage Provisions

4.13 Part-time employees shall be paid at an hourly rate based on the Salary Groups and Schedules set out in Article 45 of this Agreement, as a minimum pay requirement and further subject to the following:

- (a) At the time of hiring new part-time employees, the Company shall determine the salary step at which such employees shall commence employment.

- (b) Part-time employees shall advance at least one salary step upon accumulation of:
 - (i) 1,950 hours of work in the case of employees as set out in Article 26.2 (a) or:
 - (ii) 2,080 hour of work in the case of employees as set out in Article 26.2 (b).

4.14 Progression up the wage schedule, based on hours worked shall occur where the employee's performance justifies the progression.

4.15 Employees shall complete their time sheets at such times as prescribed from time to time by the Company.

4.16 A breakdown of overtime hours shall be shown on pay stubs.

4.17 Each year the Company will indicate, on the T4 issued to employees, the total amount of Union dues which were deducted in respect of the taxation year. All T4 slips will be issued no later than the last calendar day of February.

CFRN Regional News Correspondents

4.18 The provisions of Articles 4.3, 4.13 and 4.14 above shall not apply to part-time employees engaged as Regional News Correspondents. In lieu of such minimum pay requirement, the Company shall pay to Regional News Correspondents a minimum amount for each news item filed as follows:

- (a) Upon ratification - \$135.00
- (b) 1 year after ratification - \$140.00
- (c) 2 years after ratification - \$145.00

4.19 In addition to the exceptions set out in Article 4.2, part-time employees engaged as Regional News Correspondents shall not be subject to overtime and premium provisions contained in the following Articles:

- (a) Article 27 - Scheduling
- (b) Article 28 - Overtime
- (c) Article 29 -Work on Days Off
- (d) Article 30 - Meal and Break Periods.
- (e) Article 31 - Premiums

4.20 Notwithstanding the provision of Article 4.19(b), in the event a Regional News Correspondent is assigned to news stories after having been working for

eight (8) hours during any day, the employee shall be paid at the one and one-half (1½) times rate for each hour so assigned. For the purposes of this Article, an hourly rate shall be determined by dividing the news story payment by eight (8).

4.21 Notwithstanding the provisions of Article 4.2, part-time employees with CFRN, employed as Regional News Correspondents, will be eligible for Clothing Allowance as outlined in Article 47.

Vacations and Vacation Pay

4.22 The following vacation and holiday provisions shall apply to part-time employees:

- (a) A part-time employee who has completed the equivalent of a minimum one (1) year of part-time service with the Company, computed as of August 31st of each calendar year, shall receive six percent (6%) of his/her basic wages as vacation pay.

4.23 Requests for vacation must be submitted to the Company in writing a minimum of one (1) month prior to the date requested. Submissions must be made to the employees' immediate supervisor or designate and will be approved in accordance with operational requirements, and shall not be unreasonably denied.

Legal Holiday and Payment

4.24 The following shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

plus any day duly proclaimed by the Federal Government as a statutory holiday.

4.25 An employee is not entitled to be paid for a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) tours of duty during the thirty (30) calendar days immediately preceding the holiday.

4.26 Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.

4.27 Where an employee is required to work on a holiday, he/she shall be paid the holiday pay to which he/she is entitled plus one and one-half (1½) times for the first eight hours worked and two (2) times for any hours worked in excess of eight hours worked.

Company Seniority

- 4.28** Seniority for part-time employees shall be based on actual hours worked as a part-time employee from the date of last hire with the Company.
- 4.29** Where a part-time employee has been assigned to full-time status, he or she shall be given seniority and service credit for part-time hours worked.
- 4.30** Part-time employees shall have seniority only with the part-time group of employees.
- 4.31** Where a part-time employee has not worked for the Company during any consecutive ninety (90) calendar day period, he/she shall be deemed to be no longer employed by the Company.
- 4.32** A part-time employee who has subsequently been hired as a full-time employee shall serve the full-time probationary period defined in Article 3.5.
- 4.33** Cable Deletion personnel shall have seniority status under this Article only in respect of Cable Deletion. Nothing in this Agreement shall be construed to mean such personnel have any entitlement in respect of full-time or part-time positions at CFRN Television, Broadcast House. Where a part-time Cable Deletion employee is assigned to full-time status as a Cable Deletion employee, he or she shall be given seniority and service credit for part-time hours worked. Cable Deletion personnel in the employ of the Company at the date of signing this Agreement hired into a full-time position, other than

Cable Deletion shall be given fifty (50%) percent seniority and service credit for part-time hours worked in Cable Deletion.

Full Time Opportunities

4.34 Where a vacancy occurs in a full-time position, the Company shall give preference in hiring, over outside candidates, to a part-time employee, provided the employee in question possesses equal or greater ability, skill, potential and competence to perform the duties of the full-time position.

Health and Welfare Plans

4.35 Part-time employees shall be entitled to enroll in the Company's insured Health and Welfare plans as referred to in Article 44 of this Agreement, subject to the cost sharing arrangement as set out in Article 44.2 of this Agreement and subject to the following conditions:

- (a) Eligibility for enrolment dates shall be January 1st and July 1st of each year.

- (b) The employee must have worked an average of twenty four (24) hours per week during the preceding six (6) month period. For greater clarity, the employee must have worked six hundred twenty four (624) hours during the qualifying period. Notwithstanding the foregoing, employees covered by Article 26.2(a) of this Agreement **will** be subject to an average of twenty two and one-half (22%) hours per

week during the preceding six (6) month period. For greater clarity, such employees must have worked five hundred eighty five (585) hours during the qualifying period.

- (c) Assigned vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purposes of paragraph (b) herein.
- (d) The Company may, in its absolute discretion, enrol or continue to enrol an employee in the insured Health and Welfare Plans, notwithstanding that an employee may not qualify for enrolment or continuing enrolment pursuant to paragraph (b) herein.

4.36 Part-time employees shall be entitled to enrol in the Company's Pension Plan, effective as of the date the employee becomes eligible for membership in the plan. Eligibility shall be as defined by applicable legislation.

4.37 Upon completion of the probationary period, including any potential extension thereof, described in Article 4.4, employees defined as part-time in accordance with Article 4.3, will be entitled to twenty-four (24) hours paid sick leave per calendar year to be used for scheduled hours of work missed due directly to the employee's illness or injury, or other reasons acceptable to the Company. The employee will provide a medical certificate, upon request, substantiating any absence under this Article prior to

receiving paid sick leave for scheduled hours on the day of absence.

ARTICLE 5

Jurisdiction

5.1 It is recognized that circumstances and conditions exist and will continue to exist which may necessitate the use of non-bargaining unit personnel to carry out work covered by this Agreement, such work having been performed exclusively by bargaining unit employees in the past.

5.2 Notwithstanding the provision of Article 5.1, the Company agrees that it shall not assign non-bargaining unit personnel to the extent that the same would result in, or significantly contribute to, the lay-off, displacement (bumping) or reduction of scheduled hours of a bargaining unit employee in the employ of the Company.

5.3 The Company shall be free to assign work or functions performed by members of the bargaining unit to non-bargaining unit employees of the Company on an occasional basis. The Company agrees that preference will be given to qualified bargaining unit members and that the assignment of duties will not be unreasonably assigned to non-bargaining unit personnel. The preceding shall not be seen as a requirement for the Company to alter its existing

practices regarding assignment of duties to non-bargaining unit employees.

5.4 Without restricting the generality of Articles 5.1, 5.2 and 5.3, it is understood that:

5.4.1 The Company may enter into separate contracts to obtain goods and services in the following areas:

- (a) Recognized professional services such as surveys, inspections, appraisals, legal functions and auditing functions.
- (b) Janitorial and security functions.
- (c) Construction, upgrading or renovations of physical plant and facilities.
- (d) Maintenance of rebroadcast transmitters.
- (e) Cases of expertise not resident in the bargaining unit. Wherever possible, the Company shall make efforts to develop such expertise within the bargaining unit.
- (f) Those contracts required for a specific purpose and a limited term, although they may be renewable, which are necessitated by commercial or program production, which is not of an ongoing, permanent nature.
- (g) Where an outside production client specifically requests the services of a third party to perform work in connection with a production or where it

is necessary to engage a third party in order to secure a production contract. Such services shall be limited to Director or Camera.

- (h) Outside employment agency personnel may be hired by the Company to perform the work of Secretary and Clerk/Typist job classifications and shall be excluded from all provisions of the Collective Agreement provided that the duration of employment is less than one **(1)** month. The Company shall remit on behalf of such personnel, an amount equivalent to Union dues as set out in this Agreement.
- (i) The Union agrees to allow the use of students on practicums to perform bargaining unit work or function. Students shall not be used in order to replace a bargaining unit employee on vacation, sick leave or any other leave, or to avoid the payment of overtime or premiums to bargaining unit employees. The use of students on practicums shall not deny access to hours of work that would otherwise be assigned to qualified bargaining unit employees.
- (j) Real time closed captioning functions.

5.4.2 The Company shall be free to enter into personal employment contracts with individuals who perform the functions of Program **Host**. Such individuals shall be excluded from all terms and conditions of this Agreement, provided that:

- (a) the total number of such contracts shall not exceed two (2); and
- (b) The Company shall pay to the Union, an amount equivalent to Union dues as set out in this Agreement, on behalf of such individuals.

5.4.3 The Company shall not use non-bargaining unit personnel as set out in Articles 5.4 through 5.4.2 if such action:

- (a) results in the lay-off or displacement (bumping) of a bargaining unit employee; or
- (b) results in the failure to recall a laid-off bargaining unit employee; or
- (c) results in the failure to fill a full-time bargaining unit position or a part-time position; or
- (d) results in a reduction in scheduled hours to a bargaining unit employee.

ARTICLE 6

Management Rights

6.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and that all rights shall remain exclusively with the Company except as modified by a provision of this Agreement. Without restricting the generality of

the foregoing the Union acknowledges that it is the exclusive right of the Company

- (a) to set the broadcasting policy and broadcasting standards of the Company;
- (b) to hire, promote, demote, lay off, transfer, reclassify and suspend employees; and also the right of the Company to discipline or discharge any employee for **just** cause, provided that a claim by an employee, who has acquired seniority, that he/she has been disciplined, discharged or suspended without cause, may be the subject of a grievance and dealt with as hereinafter provided;

6.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgement and evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's plant, including the change of any or all of the foregoing, from time to time, control over all operations, buildings, machinery, equipment and employees, are

solely and exclusively the responsibility of the Company.

- 6.3** All of the above shall be exercised subject to the terms and limitations of the provisions of this Agreement.

ARTICLE A7

Union Security and Dues

CALGARY ONLY

A7.1 No employee shall be required as a condition of employment or continuing employment to become or remain a member of the Union.

A7.2 During the term of this Agreement, the Company agrees **to** deduct bi-weekly from each bargaining unit member:

- (a) an amount equal **to** the regular union dues as established by the Union; and
- (b) any assessments in addition to the regular union dues as approved by the members of the local union.

The Company shall be given at least thirty (30) calendar days notice **by** registered mail in the event of a change in the regular union dues **and/or** a request for the deduction of an assessment.

A7.3 The deductions are to be based on the gross bi-weekly earnings of every employee in the bargaining unit. The rate of deductions will be at an amount determined by the Union. The Company will be notified by registered mail of any changes in the present rate of deductions.

A7.4 Amounts deducted hereunder shall be paid by cheque, payable to the Union, and remitted by mail to the Union before the 15th day of the month following the month in which the dues have been deducted. When submitting such remittance the Company shall provide to the Union a statement showing the following:

- (a) the name and classification of each bargaining unit employee;
- (b) the amount of dues deducted from each employee's base salary;
- (c) the amount of dues deducted on each employee's additional earnings;
- (d) the name of any employee who has left or joined the Company since the last dues remittance.

A7.5 The Union shall indemnify the Company and save it harmless from any and all claims which may be made against **the** Company by an employee or employees for amounts deducted from wages as provided by this Article.

A7.6 Notwithstanding Article A7.4, it is agreed that when remitting dues, the Company is not required to identify specific amounts which relate to over-scale earnings of an employee assigned to Classification 11 (Anchor). However, at no cost to the Union, there will be provided annually to the Union an audited statement certified by a chartered accountancy firm that the amounts deducted from each employee within Classification 11 (Anchor) and remitted to the Union were in accordance with the provisions of Article 7.

ARTICLE B7

Union Security and Dues

EDMONTON ONLY

B7.1 All employees shall become and remain members of the Union.

B7.2 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 bi-weekly.

B7.3 When submitting the remittance set out in Article B7.2, 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 biweekly 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.

B7.4 The Union shall admit to its membership any employee of the Company and shall not discriminate against any employee.

ARTICLE 8

Non-discrimination

8.1 The Company and the Union agree that neither party will interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership, or activity or non-activity on behalf of the Union.

8.2 The Company will 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 non-membership in or lawful activity on behalf of the Union, nor will it encourage or discourage membership in the Union.

8.3 Employees shall enjoy equal rights under this Agreement regardless of sex, colour, racial, ethnic or national origin, religious or political affiliation, or sexual orientation.

- 8.4** The Union agrees that it will not discriminate against any employee because of his/her non-membership in the Union.
- 8.5** The Union will not take action against a member of the bargaining unit who is employed in a supervisory capacity unit for any action taken when carrying on such supervisory duties for the Company, but this shall not be construed to prevent the filing of a grievance in respect of grievable actions of any such employee who is acting in a supervisory capacity in carrying on his/her duties for the Company.
- 8.6** The Company and the Union acknowledge that every employee of the Company is entitled to employment that is free of discrimination and sexual harassment as defined in the Canadian Human Rights Act. The Company and the Union shall make every reasonable effort to ensure that no employee is subjected to such actions in the workplace.
- 8.7** Upon request, news employees shall be given the reason for substantive changes to their material. Where, in the Company's opinion it is possible to do so, such reasons will be given before broadcast.
- 8.8** No criticism or retraction of an employee's work will be broadcast without first presenting such criticism or retraction to the employee, where, in the Company's opinion, it is reasonably possible to do so.

ARTICLE 9

Grievance Procedure

9.1 For the purpose of this Agreement a grievance shall be defined as any difference between the Parties or persons bound by this Agreement regarding the interpretation, application, administration or any alleged violation of this Agreement. A grievance will be defined as either:

- (a) **Individual Grievance** – A grievance in where the subject matter is personal to the employee and shall be submitted at Step 1 of the grievance procedure.

- (b) **Policy Grievance** – A grievance submitted by the Union in where the subject matter raises issues of an interpretive nature and may have possible future ramification. It is understood that:
 - Such a grievance will not deal with matters which are properly the subject of an individual grievance.

 - In terms of relief, a union policy grievance is limited to a declaration only.

 - A Union policy grievance will be submitted at Step 2.

- (c) **Group Grievance**– A group grievance is where a number of employees with identical subject-matter grievances join together in filing their grievances. A group grievance shall be submitted at Step 1 of the grievance procedure.

9.2 Either Party shall inform the other, in writing, five (5) days prior to any meeting, of any change that may be necessary in the personnel of the Grievance Committee. The five (5) days notice may be waived upon mutual agreement of the Parties.

9.3 All time periods referred to in the grievance and arbitration procedures shall be considered mandatory and shall refer to working days and shall not include Saturdays, Sundays and Company recognized holidays. All time periods may be extended by mutual agreement of the Parties.

9.4 Where a grievance is of an individual nature, an employee shall first give his/her Manager an opportunity to deal with his/her complaint.

9.5 If an employee, the Union, or the Company has a grievance, then an earnest effort shall be made by the Parties hereto to settle the grievance without delay and all grievances, disputes and misunderstandings shall be adjusted and settled without a stoppage of work as follows:

- (a) Step 1 -An employee shall submit his/her grievance to the Department Head, or in the absence of the Department Head, to the Division Manager, in writing. The grievance shall be

submitted within ten (10) days from the date the employee became aware or ought to have become aware of the occurrence giving rise to the grievance. The Department Head and/or Division Manager, on receipt of the grievance, shall attempt to settle the grievance with the employee and the employee may, if he/she so elects, have a member of the Union with him/her to represent or assist him/her. A written grievance shall set out the nature of the matter complained of, the provisions of the Agreement allegedly violated and the remedy sought.

- (b) Step 2 - If the grievance is not settled within ten (10) days of it being initiated at Step 1, it shall be referred to the Company Grievance Committee and the Union Grievance Committee who shall attempt to resolve the grievance within the next ten (10) days.

- (c) Step 3 - If the grievance is not settled at Step 2, the grievance may, on written notice of either Party, but within the next ten (10) days, be submitted to arbitration by sending notice to the other Party, naming a sole Arbitrator from one of the persons named herein. The notice of the grieving Party submitting the grievance to arbitration shall contain a brief statement of the nature of the difference, controversy or dispute and identifying the Article or Articles of the Collective Agreement alleged to have been violated.

(d) Where a grievance arises as the result of a discharge, it may be submitted at Step 2 as set out in (b) above, within ten (10) working days of the employee becoming aware of such discharge.

9.6 The Union Grievance Committee shall consist of not more than two (2) members, at each location, of the local Union. It is agreed that all grievances except policy grievances will be dealt with at the location from which they originated. Policy grievances may be dealt with at either location.

9.7 Where a grievor is required to attend a grievance meeting with the Company, he/she shall suffer no loss of regular pay or benefits as a result of attending such a meeting.

9.8 Where the Union or the Company chooses to submit a policy grievance, this grievance shall be referred to the Company Grievance Committee and the Union Grievance Committee, who shall attempt to resolve the grievance. Any such grievance shall be submitted within thirty (30) days from the date the Party became aware of the occurrence giving rise to the grievance. If the grievance is not settled within ten (10) days, the grievance may be submitted to arbitration by sending notice to the other Party to this Agreement. Such notice requirements are as set out in Article 9.5 (c). It is agreed that this provision shall not be used where the matter is properly an individual grievance.

ARTICLE 10

Arbitration

10.1 Should either Party refer a grievance to arbitration pursuant to Article 9.5 (c), it is agreed that all grievances shall be heard by a single arbitrator unless the Parties mutually agree in writing to submit any such grievance to a three person board of arbitration.

10.2 The selection of a single arbitrator shall be on a rotating basis, provided that if the Arbitrator selected is not available to act within sixty (60) calendar days, the next named Arbitrator shall be requested to act in his/her place, and so on until an Arbitrator is selected. Once an Arbitrator has acted on a grievance, his/her name shall be placed at the bottom of the list of Arbitrators. The selection of an Arbitrator shall be made from the following in turn:

- (a) Allan Beattie
- (b) Allen Ponak
- (c) Andy Sims
- (d) John Moreau

10.3 Where arbitration will be by a board of arbitration, the two (2) nominees shall, within ten (10) days of the appointment of the second of them, select and appoint a third person to act as Chairman of the board of arbitration pursuant to Article 10.2. No person shall serve as a member of a board of arbitration where that person has an interest in the dispute.

10.4 Where an Arbitrator determines that an employee has been improperly discharged or disciplined, the Arbitrator may substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in the circumstances.

10.5 A decision of an Arbitrator or a Board of Arbitration as the case may be shall be final and binding upon the Parties. The Board may not by its decision modify, waive, abridge, alter or extend any of the terms of this Agreement, nor render a decision which is inconsistent with the terms of this Agreement.

10.6 Each Party to the arbitration shall bear his/her own expenses and costs of arbitration and one-half (½) of the fees and expenses of the sole arbitrator. The Parties agree that the Union shall be responsible for payment of salary to any employee called as a witness on behalf of the Union or grievor in any labour arbitration or hearing.

ARTICLE 11

Strikes or Lock-outs

11.1 There shall be no strikes or lockouts during the term of this Agreement and thereafter while negotiations are under way for a renewal or extension thereof, and the Union shall not during the aforementioned period authorize, call, encourage, support or take part in any strike, walk-out, stoppage, slowing down or other cessation of work, until there

has been compliance with the requirements of the Canada Labour Code.

11.2 The Company shall not require employees to cross a picket line at any television station, transmitter (excluding rebroadcast transmitters), studio or station property where a legal strike or lockout of any person whose functions correspond to those covered by this Agreement is in progress. The Company shall not require any member of the bargaining unit to originate or feed a program or programs not normally fed to such facility, but nothing precludes non-bargaining unit personnel from doing so. The Company shall not require any member of the bargaining unit to perform the duty of other workers engaged in a lawful strike or lockout.

ARTICLE 12

Notification

12.1 The Company shall within seven (7) calendar days, mail to the designated CEP office, with a copy to the Local Union, notification with respect to the following:

- (a) The name, job classification, hiring date and wage grid level of each employee hired in a bargaining unit position.
- (b) The name of each bargaining unit employee who is promoted or terminated.

- (c) The name of each employee who is issued a Notice of Dissatisfaction.

12.2 The Company shall provide to the Union no later than thirty (30) calendar days prior to the expiry of this Agreement, a list of employees showing their names, job classifications, seniority and current salaries.

ARTICLE 13

Union/Company Committees

13.1 The Union and the Company shall exchange in writing, the names of their Negotiating, Grievance, Safety, Joint Consultative Committee members and Educational Trust Fund Trustees.

13.2 There shall be a Joint Consultative Committee at each location for the purpose of reviewing and discussing matters of mutual concern relative to the employees and the Company. This Committee shall not be empowered to alter or abridge any of the terms and conditions of the Collective Agreement but may make joint recommendations to the Union and the Company. The Committee meetings shall be held at the call of either Party on a mutually agreeable date.

13.3 There shall be a Health and Safety Committee, comprised of two (2) representatives of the Company and two (2) representatives of the Union at each location. The terms of reference for the Committee shall be in accordance with the provisions of the Canada Labour Code.

13.4 The Union agrees that whenever possible, it shall avoid the appointment of more than one employee from a Company section to serve on a Committee as set out in Article 13.1 above. Should it become necessary to appoint more than one employee from a section to serve on a Committee, the Union shall give reason(s) to the Company, in writing, explaining why such action was necessary. A "section" is comprised of one or more employees who are responsible to a particular supervisor.

ARTICLE 14

Union Leave

14.1 Union Representatives shall be entitled to leave without loss of pay to attend Union/Company Committee meetings as set forth in Article 13, subject to the following:

- (a) Two (2) Representatives from Calgary and two (2) Representatives from Edmonton, plus the Local Union President for negotiations.
- (b) Two (2) Representatives from Calgary and two (2) Representatives from Edmonton for Educational Trust Fund Meetings.
- (c) Two (2) Representatives at each location for Grievance, Safety and Joint Consultative Committee meetings.

14.2 Union Representatives shall be entitled to a reasonable amount of leave, at reasonable times, without **loss** of pay, to discuss and process matters requiring immediate attention, to process any grievance and/or business arising out of the operation of this Agreement originating only at the Union Representative's location.

14.3 The Company shall make a reasonable effort to ensure Union Representatives who attend negotiating meetings and arbitration/labour board hearings are **not** required to return to work if such meetings/hearings are not concluded by 13:00 hours on the day in question, subject to operational requirements and provided no overtime shall be incurred.

14.4 Leave without pay shall be granted for a reasonable period of time to a Union Representative in order to conduct Union business not covered by Articles 14.1 and 14.2 above, subject to the following:

- (a) Approval for such leave shall be subject to the operational requirements of the Company and reasonable advance notice of such leave shall be provided by the Union.
- (b) The Union shall reimburse the Company for such leave at the Union Representative's hourly rate for the period of the leave or the cost of replacing the Union Representative, whichever is the greater.
- (c) Such leave shall not exceed a maximum aggregate total of forty (40) working days in any

calendar year. Notwithstanding the foregoing, in a year when a CEP National Convention is scheduled, the maximum aggregate total of days shall be increased by ten (10) to be used for the purpose of attending the Convention.

- (d) Upon request by the Union, the Employer will provide leave without pay for two (2) representatives from Calgary and two (2) representatives from Edmonton, plus the Union President, for a period of three working days for the purpose of pre-negotiation meetings.

14.5 "Union Representative" shall be defined as any Union member 'duly appointed by the Local Union Executive Board to carry out the business of the Union.

ARTICLE 15

Bulletin Boards

15.1 The Company agrees to the posting by the Union, on Company bulletin boards of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union, provided that such announcement is first submitted to the Company for authorization and authorized and such announcement shall not be altered by either Party thereafter. Company authorization shall not be unreasonably withheld.

ARTICLE 16

Union Access to Premises

- 16.1** Where an accredited Union official wishes access to the Company's premises, he/she shall make his/her request to the Company's Manager of Human Resources not later than twenty-four **(24)** hours in advance.
- 16.2** The time period referred to in Article 16.1 may be waived in specific instances by arrangement between the Union representative and the Company representative. At the time the request for access is made, the person making the request shall indicate the reason for which access is requested.
- 16.3** A request made for access under this Article shall not be unreasonably denied.
- 16.4** In the event the Company denies such access, it will provide its reasons to the Union official who had made the request for access, at the time access is denied.

ARTICLE 17

Seniority

- 17.1** Seniority shall be defined as the length of continuous full-time employment from the last date of hire with the Company. The seniority lists for Calgary

and Edmonton shall be considered separate for all purposes.

17.1.1 Seniority shall not be established until the probationary period or any extension thereof as set forth in Article 3.5 has been served, but shall then count from the date of engagement.

17.2 Seniority will accumulate during any approved leave of absence, except as provided in this Agreement. Seniority shall not accumulate during lay-Off.

17.3 Seniority rights of an employee shall cease, all rights forfeited and he/she shall be deemed terminated for any of the following reasons:

- (a) Leaves of his/her own accord or is retired;
- (b) Is discharged;
- (c) Where he/she has been laid off and not re-called to work within the time periods set forth in Article 20.8;
- (d) He/she overstays any leave of absence granted by the Company;
- (e) Fails to return to work within seven (7) calendar days from the date the notice to return was delivered to the employee's last known address.

17.4 Seniority rights shall apply only to layoffs, re-call of laid off employees, promotions, transfers,

salary administration, refusal of overtime and allocation of vacations. However, in respect of promotions and transfers, the application of seniority rights shall be in accordance with Article 18.3 of this Agreement.

ARTICLE 18

Vacancies, Promotions and Transfers

- 18.1** Where the Company decides that a position is to be filled, the Company shall post such vacancy at least five (5) working days in advance of filling the position.
- 18.1.1** Notwithstanding the provisions of Article 18.1, the Company shall not be required to post vacancies for part-time positions in the following circumstances:
- (a) where the duration of employment is for three (3) months or less, provided that such position shall be posted in accordance with Article 18.1 if its duration exceeds three (3) months; or
 - (b) where the hours of work are less than twelve (12) hours per week, provided that such position shall be posted in accordance with Article 18.1 if the hours exceed twelve (12) per week, averaged over twelve (12) consecutive weeks.
- 18.2** Employees may make application for such position during the posting period. Applicants shall be considered on the basis of the criteria set forth in

Article 18.3. Such applications shall be made in writing to the Manager of Human Resources or his/her designate. The Company shall acknowledge applications in writing, stating its decision.

18.3 Promotions and transfers within the bargaining unit shall be based on ability, skill, potential, competence and seniority; provided that where all other factors are equal, seniority shall prevail.

18.4 An employee who is promoted or transferred from a classification within the bargaining unit to another classification within the bargaining unit shall serve a probationary period of three (3) months in the new classification. The Company shall have the option of returning the employee to his/her former classification during the probationary period without **loss** of seniority upon **its** own initiative or upon the request of the employee. At the conclusion of the successful probation period, the employee shall be advised in writing that his/her transfer has been made permanent.

18.5 Without his/her consent, but subject to other provisions of this Agreement, no employee shall be transferred or re-assigned to another job classification for a period exceeding three (3) months in any twelve (12) month period and no employee shall be penalized for refusing such transfer, promotion or re-assignment. It is agreed that this provision shall have no application when the Company decides to transfer or re-assign an employee to fill a temporary vacancy or a vacancy caused by an employee going on an extended leave of absence (i.e. sick leave, maternity,

paternity leave) pursuant to the provisions of this Agreement. The foregoing shall not be considered a limitation on the Company's right to assign duties in the event that two (2) or more job functions are combined. If the Company assigns duties that combine two (2) or more job functions, the employee will receive the highest of the two or more wage rates applicable to the combined duties.

18.6 When an employee is promoted into a higher-rated job classification, he/she shall be placed on the higher salary scale at the level next highest to his/her previous salary.

18.7 For any jobs that are posted pursuant to this Article, it is agreed that the Company may fill such jobs temporarily in its discretion during the posting process and until the successful applicant commences employment in the position.

18.8 Where, in the Company's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Company may hire from any source.

ARTICLE 19

Career Development

19.1 It is recognized by the parties that it is to the advantage of the employees in regard to career development and that it is in the Company's interests to maintain flexibility for employees in the performance

of job functions other than those within the classifications to which an employee is normally assigned.

19.2 Assignment of an employee to a job other than the job the employee normally performs will be subject to Article 32 (Upgrading).

ARTICLE 20

Layoff and Recall

Lay-Offs

20.1 Where lay-offs are to be made, the Company shall determine what jobs are to be left vacant or abolished, and the number of employees to be laid off.

20.1.1 When lay-offs are to be made, such lay-offs shall proceed in reverse order of Company seniority within those job classifications affected.

20.2 Any employee scheduled for layoff from one job classification who can meet the qualifications of another job classification, as established by the Company, may apply his/her Company seniority and bump to such classification.

The qualifications shall, amongst other relevant factors, include experience, **skill**, ability, and training/education. The qualifications shall be established in a bona fide, non-arbitrary and non-discriminatory manner.

20.2.1 An employee who wishes to apply his/her Company seniority and bump to another job classification, shall give notification of the same in writing to the Company within seven (7) calendar days of lay-off notice having been received. The notification shall state the job classification to which the employee wishes to bump.

20.2.2 The right of an employee to bump as set out in Article 20.2 shall include the right to bump to a part-time job classification, provided the employee scheduled for lay-off has at least as much seniority as the part-time employee whom the full-time employee seeks to displace. The employee wishing to bump must be able to meet the qualifications as established by the Company.

When seeking to apply his/her seniority to bump/recall to part-time status, subject to meeting the qualifications as established by the Company, the laid-off full-time employee may seek to apply his/her seniority to available part-time hours to the extent as defined in Article 4.3.

20.2.3 The right of an employee as set forth in Article 20.2.2 shall only be available to a qualified employee who has elected to retain his/her seniority rights. Such an employee shall not accumulate full time seniority while employed on a part-time basis pursuant to this Article.

20.3 The Company shall provide layoff notice to an employee and the Union as follows:

- (a) an employee who has less than one (1) year of seniority at time of lay off shall receive two (2) weeks notice, or pay in lieu thereof; or
- (b) an employee with one (1) but less than five (5) years of seniority at time of lay off shall receive four (4) weeks notice, or pay in lieu thereof; or
- (c) an employee with five (5) but less than ten (10) years of seniority at time of lay off shall receive five (5) weeks notice, or pay in lieu thereof; or
- (d) an employee with ten (10) or more years of seniority at time of lay off shall receive six (6) weeks notice, or pay in lieu thereof.

20.4 The Company agrees that it will not consistently schedule overtime in an effort to bring about or extend a layoff.

20.5 Salary Administration

- (a) An employee who has exercised his/her rights under Article 20.2 and who is to be placed in a lower salary classification, shall continue to receive his/her former salary for a period of six (6) months, and then such employee shall be placed in the new classification salary scale at the step which is closest to but not greater than his/her previous salary step. Should an employee's anniversary date fall within the six month period, salary advancement shall take place on the former salary scale in accordance

with the provisions of Article 45 of this Agreement. Where no equivalent step is available in the new classification, the employee shall be placed at the top level in the new classification.

- (b) An employee who has exercised his/her rights under Article 20.2 and who is to be placed in an equivalent or higher salary classification shall be placed at the closest salary step, provided that it is not higher than the employee's former salary.

20.6 An employee who has been laid-off and who has been employed for a continuous period of twelve (12) months or more, shall be paid severance pay at a rate of three (3) weeks pay for each full year of continuous service with the Company.

Severance pay shall be limited to an amount represented by forty-eight (48) weeks times the employee's basic weekly pay.

20.6.1 The above severance payment shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be deemed termination of employment.

20.7 While an employee is laid off, the Company will provide an extension of medical and group insurance, with the exception of Long Term Disability, benefit coverage for a period of six (6) months and will pay 100% of the costs of the employee's medical and insurance benefits contained in Article 44 for a period of six (6) months. In the event the employee secures

alternative employment within this six (6) month extension period, the aforementioned benefits will cease. It is the responsibility of the employee to advise the Company promptly when he/she secures other employment.

Re-Engagement

20.8 Employees will retain seniority and have recall rights for a period of twelve (12) months.

20.9 When vacancies occur within a job classification, the Company agrees to re-engage employees who have been laid off within the job classification in order of Company seniority, provided the senior employee is then qualified to perform the work to be performed.

20.9.1 Where a full-time employee is on lay-off and a part-time position or casual work becomes available, the Company will give first consideration to offering the opportunity to the full-time employee on lay-off, providing the full-time employee can meet the qualifications as established by the Company. Such employee's seniority, and right to re-engagement to a full-time position shall not be affected by the employee accepting a part-time position or casual work.

20.10 If an employee is recalled or re-engaged within six months of layoff, seniority shall be considered unbroken.

20.11 For all posted vacancies, the Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, delivered to the

employee's last known address. Once recalled, the employee must return to work within seven (7) calendar days from the date the notice was delivered, or such longer period as may be agreed to in writing between the Company and the employee.

ARTICLE 21

Performance Reports

21.1 Notwithstanding the rights to discipline an employee as defined in Article 6.1 of this Agreement, where dissatisfaction arises with respect to an employee's work performance that could have subsequent detrimental effect on his/her promotion or future employment, the following shall apply:

- (a) The Company shall give notice in writing to such employee, confirming the reasons for such dissatisfaction and stating action taken or to be taken. Such notice shall be clearly marked, "Notice of Dissatisfaction" and the Company shall make reference to Article 21.1 (c) of the Collective Agreement in giving such notice.
- (b) Such notice as outlined in (a) above, shall be given within ten (10) working days of such dissatisfaction being brought to the attention of the Company.
- (c) The Company shall afford the employee the opportunity to reply to a Notice of Dissatisfaction

in writing, within ten (10) working days from receipt of such notice.

- (d) All written notice and any response from the employee shall become a part of such employee's record.
- (e) The Company shall notify the Union, in writing, of the name of an employee to whom a Notice of Dissatisfaction has been served in accordance with sub-Article (a) above. The Company shall notify the Union no later than 17:00 hours of the next working day after the Notice of Dissatisfaction being given to the employee.
- (f) Notwithstanding the provisions of Article 9.5 (a) of this Agreement, where the Company fails to issue notice to the Union in accordance with Article 21.1 (e) above, the time period for submission of a grievance related to the Notice of Dissatisfaction shall not commence until such notice to the Union is provided by the Company.

21.2 The Company agrees not to use any previous disciplinary action against an employee that is more than two (2) years old.

21.3 An employee shall have access to his/her personal record in the presence of the Manager of Human Resources or his/her designate during office hours, within a reasonable period of time from his/her request for such access.

21.4 An employee shall have the right to have a Local Union representative present at any discussion with a supervisor or manager where the employee is to receive a Notice of Dissatisfaction, and/or a suspension, demotion or discharge.

ARTICLE 22

Dismissals and Resignations

22.1 Dismissal of an employee who has successfully completed his/her probationary period, or any extension thereof, shall only be for just cause. It is agreed that dismissal may be subject to the grievance procedure.

22.2 An employee, when resigning, shall give the Company two (2) weeks' notice in writing. During the notice period, the employee shall perform his/her duties in the normal way.

22.3 Notwithstanding anything to the contrary in this agreement, the Company expressly reserves the exclusive right to release from employment any employee who is assigned to the News Anchor classification (Salary Group 11) on the grounds such employee's on-air performance is, in the sole discretion of the Company, unsuitable for programming, subject to the following:

- (a) Such right to dismiss an employee shall not be used as a disciplinary measure and shall be in addition to and not in substitution for the

Company's rights to apply discipline, which may only be exercised for just cause.

- (b) The provisions of Article 22.3 shall apply only to employees permanently assigned to the News Anchor classification and whose primary function is anchoring newscasts.
- (c) Any employee released from employment under this provision shall receive a minimum severance payment equal to four (4) weeks pay for each completed year of service with the Company, up to a maximum of fifty two (52) weeks.

ARTICLE 23

Educational Trust Fund

23.1 The Educational Trust Fund shall continue in effect for the term of this Agreement.

23.2 The administration of the Fund shall be governed by the conditions set forth in the Trust Deed as executed separately from this Agreement.

23.3 The Company shall continue to pay into the Educational Trust Fund the total employee amount of the Employment Insurance Commission premium rebate.

23.4 Eligible part-time employees, as defined in Article 4.35 (b) shall be eligible to access up to 20% of

the funds available for annual allocation as determined under the terms of the Trust Deed.

ARTICLE 24

Outside Activities

24.1 The first professional obligation of the employee shall be to the Company.

24.2 Employees shall be free to engage in outside activities, in accordance with the following conditions:

- (a) Such activities shall not be in direct competition with the business interests of the Company; and
- (b) The employee shall not utilize, without prior written permission of the Company, any connection with the Company in the course of such activities; and
- (c) Such activities shall not adversely affect the performance of the employee's duties for the Company; and
- (d) Such activities shall not be conducted during hours for which the employee is receiving compensation from the Company.

24.3 For the purposes of this Article, "direct competition with the business interests of the Company" shall **be** defined as any activity for remuneration involving the preparation or transmission

of material for broadcast, cable or satellite distribution; or any activity involving the preparation of material for any print medium with which the Company is competing for advertising revenue; or any activity or analysis involving sales of television commercial time.

24.4 An employee shall advise the Company in advance and in writing when he/she intends to engage in activities specified in Article 24.2 (a) through (d) above. An employee shall be required to cease an outside activity which violates one or more of the criteria in Article 24.2 (a) through (d) above, except where the Company waives such criteria in writing.

24.5 No employee shall be entitled to any Illness Leave for any injury or illness arising out of or related to outside activities covered by this Article.

ARTICLE 25

Technological Change

25.1 The provisions of this Article 25 are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.

25.2 Sections 52, 54 and 55 of the Canada Labour Code do not apply to the Company and the Union or to any person or persons covered by the certification and/or the scope of this Agreement.

25.3 In this section "technological change" means:

- (a) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,
- (b) a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

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

25.4.1 The Company will notify the Union of such a technological change at least one hundred and twenty **(120)** calendar days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the Company proposes to effect the technological change;
- (c) the approximate number and type of employees likely to be affected by the technological change;
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;

- (e) the name of each employee likely to be affected.

Upon receipt of such notice by the Union, the parties shall arrange a meeting within three (3) weeks for the purpose of conducting discussions relating to technological change. This time period may be extended by mutual agreement.

25.4.2 An employee who is displaced through technological change may:

- (a) seek to invoke any seniority job rights he/she holds pursuant to the Collective Agreement; or,
- (b) avail *himself/herself* of any training program offered by the Company which provides retraining for employees so affected: or,
- (c) accept severance pay as provided under Article 20 of this Agreement.

25.4.3 Notwithstanding the provisions of 25.4.1, the 120 days notice of technological change may be reduced upon mutual agreement of the Parties.

25.5 Where an employee has been displaced by technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Company will provide reasonable retraining.

ARTICLE 26

Hours of Work

26.1 A tour of duty shall mean the authorized and/or approved time worked during a day.

26.1.1 If work in a tour of duty extends beyond midnight of the day in which it commenced, it shall be considered as falling wholly within the calendar day in which it starts.

26.2 For the purpose of calculating hours of work under this Agreement, employees shall be designated as follows:

(a) Secretary/Clerical, Scheduling Clerk, Traffic Clerk, Sales Assistant and Promotion Coordinator

(b) All other employees

26.3 The hours of work for employees as set out in Article 26.2 (a) above shall consist of seven and one-half (**7½**) hours per basic tour of duty. The basic work week shall consist of a five (5) day week, Monday through Friday inclusive, of thirty seven and one-half (37½) hours. Where the demands on the service of the Company require, then the work week may consist of any five (**5**) consecutive days in the week.

26.4 The hours of work for employees as set out in Article 26.2 (b) above shall consist of eight (**8**) hours per basic tour of duty. The basic work week shall

- (e) the name of each employee likely to be affected.

Upon receipt of such notice by the Union, the parties shall arrange a meeting within three (3) weeks for the purpose of conducting discussions relating to technological change. This time period may be extended by mutual agreement.

25.4.2 An employee who is displaced through technological change may:

- (a) seek to invoke any seniority job rights he/she holds pursuant to the Collective Agreement; or,
- (b) avail himself/herself of any training program offered by the Company which provides retraining for employees so affected; or,
- (c) accept severance pay as provided under Article 20 of this Agreement.

25.4.3 Notwithstanding the provisions of 25.4.1, the 120 days notice of technological change may be reduced upon mutual agreement of the Parties.

25.5 Where an employee has been displaced by technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Company will provide reasonable retraining.

26.7 Notwithstanding the conditions of Article 26.6, staff changeovers and emergencies may temporarily not permit the scheduling of such days consecutively.

26.8 Notwithstanding any other provisions of this collective agreement and subject to the conditions set forth in paragraphs (a) and (b) hereof, an employee may be assigned to a tour of duty consisting of ten (10) hours per day and four (4) days per week.

- (a) applicable overtime rates shall apply after a tour of duty of ten (10) hours.
- (b) the employee's schedule shall be posted in advance and the period scheduled shall be for a period of at least one (1) week.

26.9 Notwithstanding anything to the contrary in this Agreement, the following provisions shall not apply to special assignments:

- (a) Article 27.3 - Change of Starting Time
- (b) Article 29 - Work on Days Off (scheduled days off may be re-scheduled. In such case, Article 29.1 shall not apply.)
- (c) Article 30 - Meal Periods
- (d) Article 31.4 - Turn-around Period

26.9.1 "Special assignments" shall be defined as:

- (a) Any sports or news gathering assignment of national or international significance, excluding coverage of spot news, where such assignment takes place outside the province of Alberta and/or outside CFCN-TV's viewing area, in the case of Calgary employees and/or outside CFRN-TV's viewing area in the case of Edmonton employees. Such viewing areas shall include rebroadcast transmitters.
- (b) Any mobile production which takes place outside the province of Alberta and/or outside the viewing areas described in (a) above.

26.10 The Company agrees it shall attempt to engage adequate numbers of relief personnel to cover scheduling of work during vacation periods in order to avoid assignment of excessive hours to permanent, full-time employees.

26.11 It is agreed that Sports Reporter/ Anchors working at the Company's Edmonton location shall have no fixed understanding concerning hours of work, or therefore overtime payments during their basic five (5) day work week, subject to the following:

- (a) Hours worked in excess of forty (40) hours in the basic work week shall be paid at the overtime rate.
- (b) Where such employees are required to work on a sixth or seventh day of a work week or on a

General Holiday they shall be paid at overtime rates for hours worked on those days.

- (c) Notwithstanding the provisions of Article 26.1.1, where such employee's tour of duty extends into a day off the employee shall be paid at the appropriate overtime rate for any hours in excess of a basic tour of duty.

ARTICLE 27

Scheduling

27.1 Each employee's work schedule shall be posted in a conspicuous place in the employee's general work area. Such schedule shall cover a period of three (3) weeks and shall be posted as early as possible, but in no event later than two (2) weeks prior to the commencement of the three (3) week period. It is the intent of the foregoing to ensure that each employee is advised of his/her work schedule at the earliest possible time.

27.1.1 In the event that an employee's schedule for any week is not posted in accordance with Article 27.1, the previous work schedule shall carry over until a new schedule is posted, subject to all provisions of this Agreement.

27.2 Schedules shall contain the start and finish times of each tour of duty and scheduled days off.

27.3 Change of Starting Time

- (a) Notice of change in starting time shall be given as much in advance as possible, but not later than sixteen **(16)** hours prior to the start of his/her next scheduled shift.

- (b) When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company shall notify the employee directly. If such notice is not given pursuant to Article 27.3 (a), the employee shall report for work as re-scheduled. He/she shall be paid for all hours originally scheduled plus any additional hours worked at his/her basic pay. Such payment shall be in addition to any overtime incurred by the employee for the tour of duty in question. Notwithstanding the foregoing, such notice shall not apply under any of the following circumstances:
 - (i) emergencies arising as a result of accidents or urgent and essential work to be done to machinery, equipment or plant

 - (ii) in the case of sick leave replacement.

27.4 An employee's posted schedule may be altered by the Company giving the employee affected notification thereof no later than five **(5)** working days prior to the start of the employee's next following work

week. Where such notification has been given, no penalties, premiums or overtime rates shall apply.

27.5 It is the responsibility of an employee to report to the supervisor in charge of scheduling, advising when he/she will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then subsequently inform the employee of any change in his/her schedule.

27.6 For employees regulated under Article 26.2 (b), the Company will make a reasonable effort to schedule the work days so that there will be two (2) consecutive days off in at least one (1) of the three (3) weeks of each fixed posting period.

ARTICLE 28

Overtime

28.1 Overtime shall be defined as those hours worked in excess of a basic tour of duty. All overtime, in order to qualify for overtime compensation, must be authorized or approved by a designated supervisor or department manager.

28.2 All hours worked in excess of eight (8) hours in a day, save and except Article 26.8 (in excess of ten (10) hours in a day) shall be compensated at the applicable overtime rates.

28.3 The basic hourly rate for overtime purposes shall be calculated as follows:

- (a) for employees as set out in Article 26.2 (a):

$$\frac{\text{bi-weekly salary}}{75} = \text{hourly rate}$$

- (b) for all other employees:

$$\frac{\text{bi-weekly salary}}{80} = \text{hourly rate}$$

28.4 When an employee is required to work overtime he/she shall be compensated at a rate of one and one (1½) times his/her basic rate.

28.4.1 Should the time worked exceed twelve (12) hours, all hours worked in excess of twelve (12) hours shall be paid at two (2) times the basic rate.

28.5 Employees shall have the right to refuse the assignment of any overtime work in excess of the basic tour of duty or work week. No employee in exercising the foregoing right shall be penalized for refusing to work such overtime. The provisions of this Article shall also apply in the case of Call-back, Work on Days **Off**, Holidays and Stand-by.

28.6 In the event that all qualified employees refuse the assignment of work under provisions of Article 28.5 above, the Company shall have the right to require the least senior qualified employee(s), in the Company's opinion, available on shift to perform the work. Notwithstanding the provisions of Article 28.5

above, the Company may require an employee to work overtime in any of the following circumstances:

- (a) emergencies arising as a result of accidents or urgent and essential work **to** be done **to** machinery, equipment or plant
- (b) in the case of sick leave replacement
- (c) other unforeseen or unpreventable circumstances
- (d) where it is impractical **to** replace an employee who has commenced a specific assignment that will extend beyond the employee's basic tour of duty.

ARTICLE 29

Work on Days Off

29.1 When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- (a) On the first day off one-and-one-half (**1½**) times the basic rate for the first four (**4**) hours worked; and two (2) times the basic rate for hours worked in excess of four (**4**) hours overtime, with a minimum credit of four (**4**) hours.
- (b) On the second day off provided the first day off has been worked, an additional one-half (**½**) times the basic rate in addition to the rates

outlined in (a) above, with a minimum credit of four **(4)** hours.

- (c) In the event an employee is entitled to more than two (2) consecutive days off and work is performed on more than one (1) of such days off, all work on any subsequent days off shall be paid at an additional one-half ($\frac{1}{2}$) times the basic rate, with a minimum credit of four **(4)** hours.

29.2 Nothing herein precludes an employee and his/her supervisor from mutually agreeing to change an employee's scheduled day off and in such case the overtime provision as in Article 29.1 shall not apply.

29.3 This Article is subject to Article 35.3 with respect to work on a paid holiday.

ARTICLE 30

Meal and Break Periods

30.1 First Meal Period

30.1.1 Calgary Only

- (a) To all tours of duty a first meal period of thirty (30) minutes shall normally be assigned, where it is practical to do so, at a time approximately half-way during an employee's basic tour of duty, but shall commence not more than one (1) hour before or one (1) hour after such half-way point.

- (b) Where this first meal period is not assigned the employee will be credited with all hours actually worked at the appropriate rate. In addition, the employee will be credited with one-half (½) hour at the employee's basic hourly rate added to his/her tour of duty worked.

30.1.2 Edmonton Only

- (a) A meal period shall consist of one hour and shall normally be taken between 12:00 hours and 13:00 hours except as otherwise provided for shift workers.
- (b) Notwithstanding the provisions of Article 30.1.2 (a) above the Company may assign a half-hour meal period under the following conditions:
 - (i) The employee is engaged in shift work where it is not practical to provide relief for a one hour meal period; or
 - (ii) Where the employee and his/her supervisor mutually agree that a half-hour meal period is acceptable to them.
- (c) Meal Displacement Premium
 - (i) A Meal Displacement Premium equivalent to one-half (1/2) hour at the basic rate shall be paid to an employee, in addition to any other premiums or payments received under this

Agreement, when he/she does not receive a meal period within the time period commencing not more than one (1) hour before or one (1) hour after the half-way point of his/her basic tour of duty.

- (ii) A Meal Displacement Premium equivalent to one-half (1/2) hour at the basic rate shall be paid to an employee, in addition **to** any other premiums or payments received under this Agreement, when he/she does not receive a meal period during his/her basic tour of duty.

Calgary and Edmonton

30.2 Second and Subsequent Meal Periods

- (a) A second unpaid meal period of thirty (30) minutes duration shall be normally assigned in tours of duty of more than ten (10) hours.
- (b) A subsequent paid meal period of thirty (30) minutes shall be normally assigned within the fourth (4th) hour after the completion of the second or prior subsequent meal period.
- (c) In the event that the second or subsequent meal break cannot be taken during the tour of duty, an employee shall have one-half (1/2) hour at his/her basic hourly rate added to the end of his/her tour of duty for either the second or subsequent meal break in addition to any other premiums or payments received under this Agreement.

- (d) Second and subsequent meal periods shall not be included in the hourly overtime computation.
- (e) A meal payment of eight dollars (\$8.00) shall be paid to an employee to compensate for the cost of the second and each subsequent meal, in addition to any other premiums or payments received under this Agreement. Notwithstanding the foregoing, no such compensation shall be paid when the employee is furnished with an appropriate meal.

30.3 Where meal facilities are not available in the immediate area of a location assignment the Company shall either:

- (a) Allow employees sufficient added time and supply them with adequate transportation to travel to the nearest establishment where meal facilities are located; or
- (b) At its own expense, furnish the employees with a meal at the location.

30.4 The Parties recognize the principle of coffee breaks. It is further recognized that it is not practical to prescribe specific time periods for coffee breaks. Accordingly, the Parties agree that the existing flexible arrangement will continue in effect. The arrangement shall not be abused.

30.5 No employee shall leave the Company's premises during working hours other than during the

meal period, without first obtaining permission of his/her Department Head or Supervisor.

ARTICLE 31

Premiums

31.1 Call-back

- (a) Any employee called back to work, having left his/her place of work on the day in question, shall be paid at one and one-half (1½) times his/her basic hourly rate with a minimum guarantee of four (4) hours.
- (b) All hours worked in excess of four (4) hours during a call-back shall be paid at two (2) times the basic hourly rate.
- (c) An employee who works more than four (4) hours on a call-back shall be entitled to the meal provisions as contained in Article 30.2 of this Agreement.
- (d) Call-back on Christmas Day, notwithstanding the foregoing, shall be paid at the triple time (3X) rate.

31.2 Stand-by

- (a) Employees may be designated as being on "Stand-by", which shall mean such employees

are immediately available and able to return to work.

- (b) An employee designated as being on Stand-by shall be paid a premium of one-quarter (1/4) times his/her basic hourly rate for those hours designated as Stand-by. The overtime provisions of Article 28 of this Agreement shall apply to actual hours worked if the employee on stand-by is called to work, however, the call back provisions of Article 31.1 shall not apply. The stand-by premium shall not apply to actual hours worked.
- (c) When an employee is designated as being on Stand-by and such designation is not provided to the employee by the end of his/her tour of duty prior to the Stand-by period, the employee shall be paid a premium of one-quarter (1/4) times his/her basic hourly rate in addition to the premium outlined in (b) above.
- (d) Any employee who is designated as being on Stand-by and who is not available for work when called during the Stand-by period shall receive no compensation for any hours of Stand-by.

31.3 Night Differential

- (a) Employees who are scheduled to work tours of duty, any portion of which falls between 00:30 hours and 06:00 hours, shall receive a premium of two dollars (\$2.00) per hour for the hours so worked.

- (b) The minimum differential payment under this Article shall be two dollars (\$2.00) per tour. Night shift differential shall not be deemed overtime or part of the base pay.

31.4 Turn Around Period

- (a) An employee who works regularly posted tours of duty shall be entitled to a minimum of twelve (12) consecutive hours off from the end of the last work performed, before resuming work on a new tour.
- (b) An employee who does not receive the minimum off duty hours specified in (a) above shall be paid a Turn Around Premium of one-half ($\frac{1}{2}$) times the basic hourly rate in addition to his/her salary, for the hours worked during what would have otherwise been off duty time.
- (c) Notwithstanding the provisions of (a) and (b) above, the Turn Around Premium shall not apply:
 - (i) where one or more employees request or agree to a shift change or shift pattern and such change is approved by the supervisor, or
 - (ii) on a shift where an employee is released from duty or re-scheduled to attend negotiations or grievance meetings with management.

- (d) An employee is entitled to sixty (60) consecutive hours off when two (2) regularly scheduled days off fall between tours of duty, and is entitled to thirty six (36) consecutive hours off when one (1) regularly scheduled day off falls between tours of duty. This shall not apply as a result of an employee's regular rotating shift pattern, which occurs in conjunction with their days off.

ARTICLE 32

Upgrading

32.1 In the event that an employee is temporarily assigned to perform a job within a higher job classification than that to which he/she is normally assigned, or to act in a supervisory position, he/she shall be paid as follows:

- (a) Where the temporary assignment is of a duration longer than one-half ($\frac{1}{2}$) a basic tour of duty -twelve dollars (\$12.00) per occasion; or
- (b) Where the temporary assignment is of a duration of one-half ($\frac{1}{2}$) a basic tour or less - six dollars (\$6.00) per occasion.
- (c) At the time of such assignment, an employee shall be advised of his/her Temporary Upgrading and this shall be recorded on the employee's pay record.

32.1.1 Upgrading provisions shall also apply to any non-supervisory employee temporarily assigned by

the Company to train another employee in the following circumstances:

- (a) where the employee is being trained in a job to which he/she is not normally assigned or is brought in to learn a job;
- (b) where the employee is being trained in new operational procedures or new equipment.

32.2 In the event that the accumulation of Temporary Upgrading in any one position or for any single employee exceeds one-hundred-twenty(120) days worked within any twelve (12) month period, the applicable premium as set out in 32.1 (a) and (b) above shall be doubled (2X) for each occasion in excess of the 120 days. Notwithstanding the foregoing, the double premium shall not apply where the upgraded employee is replacing another employee who is on sick leave, maternity/child care leave or long term disability to a maximum period of twelve (12) months.

32.3 The additional pay provisions set forth in section 32.1 of this Article shall not apply to part-time employees, nor **shall** they apply in cases where:

- (a) The work on a higher job classification or non-bargaining unit job is for a period of less than one (1) hour during the tour of duty; or
- (b) The employee is assigned to work in a higher job classification or non-bargaining unit job for training or trial, for a maximum of twenty (20)

working days, provided the employee is first notified of the condition relating to the assignment: or

- (c) An employee is covering the first day of accident or illness of another employee; or
- (d) An employee is on a meal or break period.

ARTICLE 33

Travel and Expenses

33.1 It is agreed that the use of an employee's vehicle for Company business is voluntary and employees may decline to provide such use without penalty. However, employees may be requested and authorized by the Company to use their personal vehicles on Company business. No employee shall be required to modify his/her private vehicle in any way to accommodate such use. Further, no employee shall be required to carry Company equipment in the interior of his/her private vehicle if such use is likely to cause damage to interior coverings or furnishings such as upholstery.

33.1.1 Subject to the provisions of Article 33.1, where an employee is assigned to report directly to a remote location and uses his/her personal vehicle, he/she shall be reimbursed for such travel in accordance with the provisions of Article 33.2, for all distance that

exceeds his/her normal distance from home to usual place of work.

33.2 If an employee is authorized by his/her department manager or his/her designee to use his/her own automobile for transportation in connection with his/her duties, he/she shall be reimbursed at the rate of thirty-five cents (\$0.35) per kilometre.

33.3 Distance shall be calculated from the usual place of employment to the destination and return. However, if duties terminate at destination, return miles claimable shall be actual distance from destination to home, less distance from home to usual place of employment.

33.4 For reimbursement, employees shall submit to the appropriate Management a Monthly Claim, in such form as prescribed by the Company and such reimbursement shall be made to the employee once monthly, immediately following the end of the month in which mileage was incurred.

33.5 The Company requires that employees drive motor vehicles in a safe and lawful manner. Accordingly, the Company shall not be responsible for violations or fines, or insurance deductibles attributable to the employee. However, the Company shall pay parking violations where the employee has reasonable cause for incurring such violation.

33.6 In authorizing the use of a private automobile the Company assumes no liability to indemnify the

user for any personal **loss** or injury which might be sustained as a result of such use and it remains the sole responsibility of the employee to provide adequate insurance protection.

- 33.7** Business Insurance– The Company may reimburse an employee authorized to use his/her personal vehicle for Company business for the cost of Business Insurance placed on the employee's automobile, up to a maximum cost of one-hundred dollars (\$ 100.00) per year. The employee must obtain prior approval from the Company and submit a copy of his/her receipt for the Business Insurance premium.

Travel Conditions

- 33.8** The Company agrees to maintain its current practice regarding reimbursement for all reasonable expenses on out-of-town work assignments. An employee will receive either reimbursement for reasonable meal expenses, or meals at the expense of the Company, or a daily meal allowance. Where a daily meal allowance is provided, the amount shall be as follows:

Breakfast	\$ 9.00
Lunch	\$12.00
Dinner	\$22.00

- 33.8.1** Employees on an out of town assignment which requires overnight accommodation shall be paid an additional per diem of six dollars (\$6.00) for each twenty four **(24)** hour period of absence.

33.8.2 If requested, an advance to cover the estimated meal costs shall be given to employees before departure.

33.9 Employees who are assigned to out-of-town locations where overnight accommodation is required shall be provided with reasonable, single room accommodation with a shower and/or bath.

33.10 "Out-of-town" location shall be any point forty (40) kilometres beyond Metropolitan Calgary, or Metropolitan Edmonton.

33.10.1 An employee who is assigned to travel to an out-of-town assignment shall be credited with all time consumed in transit to and from the assignment. However, when travel to and from such assignment is outside Alberta and is on a common carrier, the employee shall be paid **at** straight time to a maximum of eight (8) hours for the time spent traveling on each day.

ARTICLE 34

Vacations

34.1 All employees shall be entitled to annual vacations calculated as in the table following:

Years of Service at August 31 st of a Given Year	Duration of Vacation
After 1 full year of continuous service	15 days at basic rate
After 8 full years of continuous service	20 days at basic rate
After 18 full years of continuous service	25 days at basic rate

- (b) For the vacation period of April 1st to August 31st, employees shall submit their preference for vacation, in writing, to their immediate Supervisor prior to February 1st and vacation schedules shall be posted by March 1st of each year.
- (c) Subsequent changes requested in writing by the employee to the vacation period **so** scheduled shall be subject to operational requirements determined by the Company.

34.4 Subject to operational requirements, the Company may permit an employee to begin and end his/her vacation in conjunction with his/her days off, plus any additional days resulting from the activation of Article 34.2.

34.5 Vacation preference shall be given to employees on the basis of Company seniority within each Department and Section as defined by the Company. To effect proper and efficient operation of all Sections and Departments, the Company reserves the right to alter any requested vacation period, or to arbitrarily set such vacation period, prior to the posting dates set out in Article 34.3. Alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee affected.

34.6 Notwithstanding the provisions of Article 34.5 above, the Company shall have the right to alter an employee's vacation subsequent to the dates set out

in Article 34.3 where such vacation falls during a **BBM** ratings period and further provided that:

- (a) The employee is engaged in on-air Television presentation in the capacity of News Anchor, Reporter (including Sports) or Video Journalist.
- (b) The Company shall provide no less than one **(1)** month's notice of its intention to alter the employee's vacation.
- (c) The provisions **of** this Article shall not apply to vacations scheduled during the months of June, July and August.

34.7 An employee shall take the vacation outlined in the foregoing Articles during the vacation year, which shall be from September 1st in any given year to the following August 31st. Any carry over of vacation entitlement to the subsequent vacation year shall be by mutual agreement between the employee and the Company and shall be authorized in writing by the Company.

34.8 Except upon termination, no employee shall be entitled to pay in lieu of vacation.

34.9 In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his/her estate.

ARTICLE 35

Holidays

35.1 The following shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	2 Floating Holidays

35.1.1 The Floating Holidays set out in Article 35.1 shall be taken at a time that is mutually agreed between the employee and the Company but must be taken during the vacation year, either as separate days off or added to the employee's vacation entitlement. Where lack of mutual agreement or operational requirements prevent the employee from using his/her floating holiday(s) by the end of the vacation year, the employee may carry over such holiday(s) into the following vacation year, but not thereafter.

35.2 Except as otherwise provided herein, the following shall apply with respect to granting of and payment for General Holidays:

- (a) Every employee is entitled to and shall be granted a holiday with pay on each of the General Holidays falling within any period of his/her employment.

- (b) When a General Holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a holiday with pay at some other time, which may be by way of addition to his/her annual vacation or granted as a holiday with pay at a time convenient to him/her and the Company, but in any event, it shall be taken within the vacation year in which it was granted.

- (c) When a New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Saturday or Sunday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the General Holiday.

35.3 An employee who is required to work on a day on which he/she is entitled to a holiday with pay, in addition to his/her regular rate of pay for that day shall be paid one and one-half (1 ½) times the basic rate of pay for the first eight (8) hours worked and two (2) times the basic rate for all hours in excess of eight (8) hours worked.

35.3.1 However, an employee required to work on Christmas Day shall be paid at triple time (3X) for such hours worked on that day, with a minimum credit of four (4) hours, in addition to his/her regular rate of pay for that day.

35.4 Notwithstanding the provisions of Article 35.3 above, an employee may elect to take compensatory

leave at a later date in accordance with provisions of Article 36 of this Agreement, in lieu of overtime payments for hours worked on a General Holiday.

35.5 Holiday with pay means an employee's normal or regular rate of pay shall continue to be paid for that General Holiday upon which the employee does not work.

35.6 An employee shall not be paid for a General Holiday on which he/she does not work, when:

- (a) he/she is not entitled to wages for at least fifteen (**15**) tours of duty during the thirty (30) calendar days immediately preceding the General Holiday;
- (b) he/she did not report for work after having been called for work on that day.

35.7 Employees who are required to work a shift or tour of duty, any portion of which falls between 19:00 hours and 24:00 hours on Christmas Eve shall be paid at the rate of one-and-one-half (1 1/2) times the basic rate, in addition to his/her regular wages for that day, for all hours worked during such period.

35.8 Prior to November 15th of each year, the Company will ascertain the preferences of those employees who may be required to work on Christmas Day and/or Boxing Day and/or New Year's Day. The Company will make every reasonable effort to schedule work on those holidays so that an employee is not required to work on all three days. These

schedules shall be posted no later than November 30th.

35.8.1 In order to accommodate employee preferences referred to in Article 35.8 above, no payment for encroachment on turn-around shall be made in respect of work on the said days.

35.8.2 Scheduling under the provisions of Article 35.8 shall not be the subject of a grievance.

ARTICLE 36

Compensatory Leave

36.1 Subject to making his/her intention known to his/her Supervisor, an employee may elect to accumulate and take Compensatory Leave in lieu of overtime pay or pay for work performed on a scheduled day off or a General Holiday.

36.2 Compensatory Leave shall be subject to the following conditions:

- (a) Such leave shall be credited at the same premium rate as the work performed (e.g. time and one-half, double time, triple time) times the number of hours worked. The foregoing shall apply only where such work is one (1) hour or more in duration.

- (b) The total accumulation of Compensatory Leave under provisions of this Article shall not exceed five (5) working days at any time.
- (c) Compensatory Leave may be taken at a time mutually convenient to the employee and the Company.
- (d) Such leave shall be taken in units of one-half ($\frac{1}{2}$) days or full days.
- (e) Where an employee wishes to split the hours worked between cash and Compensatory Leave, such claims for leave shall be submitted in units of four (4) hours.

ARTICLE 37

Sick Leave

37.1 A full time employee who has completed his/her probationary period and is incapacitated for duty through illness or injury shall be paid for his/her absence from work up to a maximum of one hundred eighty two (182) calendar days for any one absence. Should such absence exceed the one hundred eighty two (182) calendar day period, the employee shall become eligible for benefits under the Long Term Disability Plan as set out in Article 44 of this Agreement. Pay for sick leave shall be in accordance with the following:

Employee's Length of Service	Length of Time at 100% of Salary	Length of Time at 66 2/3% of Salary
Less than 1 Year	1 Calendar Day Per Month	182 less 1 Calendar Day Per Month
After 1 Year	21	161
After 2 Years	42	140
After 3 Years	63	119
After 4 Years	84	98
After 5 Years	126	56
After 6 Years	182	

37.1.1 In the event an employee requires time off due to the illness or injury of the employee's child, such absence shall be treated as sick leave as set out in Article 37.1 above. However such leave shall be limited to three (3) scheduled tours of duty for any one absence, with a maximum of six (6) days in any calendar year. The Company agrees to consider the provision of compassionate leave, on an individual basis, to employees who may require additional leave to care for a sick or injured child.

37.1.2 An employee who becomes incapacitated through illness or injury during his/her vacation period shall receive vacation time so lost at a later date,

provided he/she immediately reports the illness or injury to the Company and upon return to work, produces a doctor's certificate showing the length and nature of such illness. Vacation time **so lost** shall be exclusive of Saturdays and Sundays and shall be taken at a time convenient to the Company. However, the illness or injury of **an** employee's child shall not constitute reason for reinstatement of vacation time.

37.1.3 An employee who is absent on sick leave on the working day before and after a General Holiday shall be paid sick leave for such Holiday.

37.1.4 An employee who elects to receive treatment under the Company's Employee Assistance Program shall be eligible for sick leave in accordance with the provisions of Article 37.1 for the time spent in a treatment centre.

37.2 Absence under the provisions of Article 37 shall be reported immediately to the employee's immediate supervisor. Sick leave shall be reported to the Company by the employee's supervisor or department head on a form provided by the Company. A copy of such form shall be provided to the employee.

37.3 Any sick leave absence of more than three (3) scheduled tours of duty duration must be substantiated by a medical certificate. If the duration is ten (10) scheduled tours of duty or less, the employee shall produce the medical certificate on his/her return to work. Should the absence be more than ten (10) scheduled tours of duty, the Company shall contact the employee's home and request that a medical

certificate be forwarded to the Company. Failure to produce a medical certificate shall disqualify the employee for those days beyond the initial three (3) days of any one absence. The Company shall satisfy itself that an employee is medically fit to resume work after any period of illness prior to allowing the employee to resume work.

In the event the Company requests a Medical Certificate and the employee incurred a cost for said Medical Certificate, the Company agrees to reimburse the employee to a maximum of \$30.00 per occasion, upon presentation of sufficient proof of cost

37.3.1 Where an employee's sick leave exceeds ten working (10) days and the Company has reasonable grounds to believe that such employee's reported illness or injury may not be of a bona fide nature, the Company may require the employee to obtain a medical certificate from an independent medical doctor to confirm the legitimacy of the illness or injury. The independent doctor shall be selected by mutual agreement between the Company and the employee. The Company agrees that it shall pay the costs related to obtaining the certificate.

37.4 The Parties agree that sick leave is for the insurance of income that would otherwise be lost due to a legitimate illness or injury.

37.5 Employees will endeavor to schedule medical, dental and eye appointments on their own time. Where this is not possible and reasonable notice is

given, the Company will accommodate the appointment, without **loss** of pay to the employee.

ARTICLE 38

Maternity and Parental Leave

Maternity/Parental Leave

38.1 Employees with six (6) months or more of continuous service with the Company shall be granted Maternity/Parental Leave in accordance with the provisions set out in the Canada Labour Code, except as further provided herein.

38.1.1 Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, the employee shall receive one (1) week of prenatal leave with pay upon commencement of her leave. Additionally, she shall receive one (1) week of post-natal leave with full pay, payable on the first bi-weekly pay day following her return to work.

38.1.2 Notwithstanding 38.1.1 part-time employees shall only be entitled to paid maternity leave when they work in excess of an average of 100 hours per month during the six months prior to the commencement of maternity leave.

38.1.3 A part-time employee's entitlement to paid pre-natal and post-natal leave shall be based on a daily rate of 1120th of the wages earned during the 30

calendar days preceding the commencement of maternity leave.

38.2 The Company shall extend to employees on Maternity/Parental Leave, Group Benefits coverage as set out in Article 44 of this Agreement, at the appropriate contribution rates for the period of Maternity/Parental Leave provided for under the Canada Labour Code.

38.3 Should an employee be unable to return to work owing to complications related to the pregnancy, the employee shall be entitled to Illness Leave provisions as outlined in Article 37 of this Agreement.

38.4 Continuity of service for purposes of seniority shall be considered unbroken upon return to work in accordance with the period for which leave of absence is authorized.

Adoption and Paternity Leave

38.5 Employees with one (1) or more years of service shall be granted three (3) days paid Adoption Leave at the time of the legal adoption of his/her child.

38.6 Male employees with one (1) or more years of service shall be granted three (3) days of paid Paternity Leave at the time of the birth of his child.

ARTICLE 39

Bereavement Leave

- 39.1** Bereavement leave of up to three (3) days with pay shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee who had been scheduled for work, is required to be absent due to a death in his/her immediate family, i.e., spouse (including common-law spouse), father, mother, brother, sister, child, grandparent, mother-in-law, father-in-law or any relative residing in the employee's household or with whom the employee resides.
- 39.2** At the Company's discretion, up to three (3) days' additional leave with pay will be granted when traveling time is required.

ARTICLE 40

Leaves of Absence

- 40.1** Leave of Absence is defined as leave granted for pre-planned personal or professional reasons. Leave of absence may be granted under the following conditions, depending on the circumstances at the time:
- (a) Such request must be made in writing to the Company well in advance of the anticipated or desired time.

- (b) No such requests shall be granted until an employee has completed two (2) full years of employment with the Company.
- (c) No employee shall be granted leave of absence more often than once every three (3) full years of employment.
- (d) Leaves of Absence shall be without pay and no additional credit shall be given for a General Holiday falling within such period.
- (e) Under certain employment conditions, the Company may approve a Leave of Absence at an earlier date, providing such approval is agreed upon at the time of employment with the understanding that such employee shall be bound by the conditions set out in (a) through (d) above in any future requests for Leave of Absence.
- (f) Any Leave granted pursuant to this Article shall be subject to the operational needs and requirements of the Company.

40.2 Where an employee is granted Leave of Absence without pay pursuant to Article 40.1 above, for the purpose of an extended vacation and such leave extends beyond one (1) month, the following shall apply:

- (a) Notwithstanding the provisions of Article 45.3 of this Agreement, an employee's anniversary date

for salary advancement shall be delayed one month for each full month of absence.

- (b) Notwithstanding the provisions of Article 34.1 of this Agreement, an employee's vacation entitlement shall be pro-rated in the following vacation year to reflect the number of full months absent.
- (c) Notwithstanding the provisions of Article 44.2 of this Agreement, where an employee takes an extended leave of absence beyond one month, the employee shall be responsible for the full cost of Group Benefits coverage. Eligibility for benefits coverage shall be in accordance with the existing plan.

40.3 Compassionate Leave is defined as leave granted for unexpected personal reasons. Such Leave must have prior approval of the Company.

40.4 Witness and Jury Leave– employees required to serve on juries or to obey a subpoena or a notice to attend a judicial proceeding shall suffer no **loss** of pay, provided that:

- (a) all fees received from the service are paid to the Company; and
- (b) employees shall return to work if released prior to 13:00 hours on the day in question; and

- (c) except for the last day of leave for this purpose, an employee shall not be required to work beyond 17:00 hours on the day in question.

40.5 Educational Leave

- (a) Educational Leave may be granted to an employee who qualifies under terms of the Educational Trust Fund as set forth under Article 23 of this Agreement.
- (b) Educational Leave as outlined in (a) above shall be subject to the operational requirements of the Company.
- (c) Educational Leave as outlined in (a) above shall be authorized by the Company at least two (2) weeks prior to the start of the leave. Such authorization shall not be unreasonably withheld.

ARTICLE 41

Training and Education

- 41.1** The Company recognizes the value of training and vocational development and agrees to provide employees in the bargaining unit with opportunities to participate in programs that will enhance the employee's skills. The Company shall post notification of such opportunities on all Company bulletin boards.

41.2 The Company may grant leave without pay and may pay all or a portion of registration and tuition fees, or course materials, of an extension course or seminar which has been approved by the Company and which relates to the type of work done by the employee. The Company agrees that it shall give fair and equitable consideration to all applications under this Article. All such applications shall be directed to the office of the Manager of Human Resources or his/her designate.

41.3 Any employee who takes any instructional course as set forth in Article 41.2 above provided for by the Company and who subsequently terminates his/her employment with the Company within two (2) years after the completion of such instruction, shall be obliged to repay the Company any unamortized portion of its costs. The Company shall amortize such costs monthly over a period of twenty-four (24) months. Costs repayable under this Article shall be limited to costs incurred by the Company for transportation, accommodation, meals, registration and tuition.

41.4 When an employee is requested by the Company to obtain vocational instruction as a job requirement, the Company shall pay for all registration and tuition fees and course materials involved in such instructional courses. While such employees are attending such instructional courses at the Company's request, the employees shall be paid at their regular salary rate and all overtime and premium provisions contained in Articles 26, 27, 28, 29, and 31 shall be waived. In the event such instructional courses are held at a location more than forty (40) kilometers from

the City limits, the Company shall pay all reasonable expenses of the employee, including transportation, accommodation, meals and gratuities.

41.5 Any leave requested or granted pursuant to this Article shall be subject to the operational requirements of the Company.

41.6 The Company shall provide an employee on the occasion of his/her first employment with appropriate supervised job function familiarization.

41.7 An employee who is designated to supervise a trainee, or familiarization of another employee, shall be given time during his/her regular tour of duty to perform such training, or shall be paid at the appropriate overtime rate if the training takes place outside of the basic tour of duty.

41.8 The Parties agree that the determination as to which employees shall be granted training or shall be requested to take training shall be at the Company's discretion and shall not be subject to the grievance procedure contained in this Agreement.

41.9 When new technology related to any of the job classifications covered by this Agreement is introduced, the Company shall provide for employee's training and/or familiarization as deemed appropriate with respect to such new technology when employees are required to work with such technology.

ARTICLE 42

Care and Control of Company Property

42.1 Employees shall take all necessary and reasonable care and precaution ~~so~~ as to ensure against **loss**, damage or destruction of Company premises and equipment. The employee must report the **loss** or damage of equipment immediately to his/her supervisor.

ARTICLE 43

Health and Safety

43.1 The parties agree to give proper attention to the health and safety of employees. To this end, there shall be a safety committee made up of Company and Union representatives.

43.2 The Company shall make every effort to take immediate remedial action on safety procedures brought to its attention. Matters of concern with regard to health and safety of employees shall be referred to the Safety Committee for discussion.

43.3 · It is understood that an employee may refuse to work where he/she has reasonable cause to believe dangerous conditions prevail as described in the Canada Labour Code. It shall be the employee's responsibility to immediately notify his/her supervisor or the manager in charge of the work if such

circumstances arise. In the event that the appropriate supervisor or manager is not available, it shall be the employee's responsibility to summon help, provided such help will eliminate or alleviate the hazardous situation. Refusal of work under provisions of this Article applies only to that part of the job considered hazardous.

- 43.4** The Company agrees to supply safety devices where conditions require their use and the employee shall wear or use such devices.
- 43.5** When transportation is provided to employees by the Company, the appropriate safety standards shall be observed.
- 43.6** The Company shall give consideration to the capabilities of an employee for an assignment involving climbing towers and ladders.
- 43.7** Subject to prior Company approval, those employees who pass and maintain the St. John's First Aid Certificate or its equivalent shall be compensated for the cost of the instruction plus one-hundred dollars (\$100.00) per year. For the purposes of this Article the year shall be computed from the date of successful completion of the course.

ARTICLE 44

Benefits

44.1 During the lifetime of this Agreement, there shall be the following, referred to hereinafter as “plans”

- (a) Group Life Insurance Plan
- (b) Dental Plan
- (c) Long Term Disability Plan
- (d) Pension Plan
- (e) Extended Health Plan
- (9)** Accidental Death and Dismemberment (AD&D)
- (g) Alberta Health Care

44.2 The premiums on the plans outlined above shall be shared as follows:

Benefit	Employee Share	Company Share
Group Life Insurance Accidental Death & Dismemberment Extended Health	25%	75%
Dental Care		50%
Alberta Health Care	50%	50%
Long Term Disability	100%	

44.3 Any conflict between the details set forth in the Agreement and the plans shall be resolved on the basis of the said plans.

44.4 Eligibility for coverage under the plans shall be as set forth in the respective plans.

44.5 The Company reserves the right to alter or amend the plans but shall not do so without consultation with the Union.

44.6 All new employees shall become members of the entire basic package of benefit plans covered by

this Article as a condition of employment. Coverage shall be effective date of hire.

44.7 Employees enrolled in the Pension Plan shall receive a statement of their status in the Plan.

44.8 Part-time employees eligible under Article 4.35 must participate in Group Life, AD&D and Alberta Health Care. Extended Health and Dental benefits will be optional as a package to eligible part-time employees. LTD shall not apply to part-time employees.

ARTICLE 45**Salaries and General Wage Provisions****45.1 Bi-Weekly Salary Schedules****Oct 1/04 Oct 1/05 Oct 1/06 Oct 1/07**

<u>Group 1</u>	General Clerk, Traffic Clerk, News Assistant/Editorial Assistant, Switchboard Receptionist, General Maintenance
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Start	1113	1147	1181	1205
Year 1	1147	1181	1216	1240
Year 2	1181	1216	1253	1278
Year 3	1216	1253	1291	1317
Year 4	1253	1291	1329	1356
Year 5	1291	1329	1369	1396
Year 6	1329	1369	1410	1438
Year 7	1369	1410	1452	1481
Top	1410	1452	1496	1526

<u>Group 2</u>	Senior General Clerk, Senior Traffic Clerk, Sales Assistant, Senior News Assistant/Editorial Assistant, General Services Supervisor
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Start	1392	1434	1477	1507
Year 1	1434	1477	1521	1551
Year 2	1477	1521	1567	1598
Year 3	1521	1567	1614	1646
Year 4	1567	1614	1662	1695
Year 5	1614	1662	1712	1746
Top	1662	1712	1763	1798
Sup	1746	1798	1852	1889

Oct 1/04 Oct 1/05 Oct 1/06 Oct 1/07

Group 3 ENG Editor, ENG Camera/Editor, Audio Operator, General Operator, Camera/Lighting Operator, Graphic Artist, Director/Switcher, ENG Editor/Director Writer/Producer, Production Assistant, TV Operator, Scheduling Clerk, Feed & Play Coordinator

Start	1422	1464	1508	1538
Year 1	1464	1508	1553	1584
Year 2	1508	1553	1600	1632
Year 3	1553	1600	1648	1681
Year 4	1600	1648	1697	1731
Year 5	1648	1697	1748	1783
Year 6	1697	1748	1800	1836
Year 7	1748	1800	1854	1891
Top	1800	1854	1910	1948

Group 4 Reporter/Anchor, Reporter/Producer, Sports Reporter/Anchor, Video Journalist, Web Producer, Traffic Supervisor

Start	1529	1575	1622	1654
Year 1	1575	1622	1671	1704
Year 2	1622	1671	1721	1755
Year 3	1671	1721	1772	1807
Year 4	1721	1772	1825	1862
Year 5	1722	1825	1880	1918
Top	1825	1880	1936	1975

Oct 1/04 Oct 1/05 Oct 1/06 Oct 1/07Group 5 Technicians, Technical Coordinator

Start	1531	1576	1624	1656
Year 1	1576	1624	1673	1706
Year 2	1624	1673	1723	1757
Year 3	1673	1723	1774	1809
Year 4	1723	1774	1827	1864
Year 5	1774	1827	1882	1920
Top	1827	1882	1938	1977

Group 6 Senior ENG Editor, Senior ENG
 Camera/Editor, Senior Audio Operator, Senior
 General Operator, Senior Camera/Lighting Operator,
 Senior Graphic Artist, Senior Director/ Switcher,
 Senior ENG Editor/Director, Senior Writer/Producer,
 Senior TV Operator, Promotion Coordinator, Publicity
 and Promotion Supervisor, Senior Feed & Play
 Coordinator, Senior Production Assistant, ENG
 Supervisor, Art Director

Start	1831	1886	1942	1981
Year 1	1886	1942	2001	2041
Year 2	1942	2001	2061	2102
Year 3	2001	2061	2123	2165
Year 4	2061	2123	2187	2231
Year 5	2123	2187	2253	2298
Top	2187	2253	2321	2367
Sup	2296	2365	2436	2485

Oct 1/04 Oct 1/05 Oct 1/06 Oct 1/07

Group 7 Senior Technician, Senior Technical
 Coordinator, Production Editor, Supervisor-
 Transmission Services, Technical Maintenance
 Supervisor

Start	1872	1928	1986	2026
Year 1	1928	1986	2045	2086
Year 2	1986	2045	2107	2149
Year 3	2045	2107	2170	2213
Year 4	2107	2170	2235	2280
Year 5	2170	2235	2302	2348
Year 6	2235	2302	2371	2418
Top	2302	2371	2442	2491
Sup	2417	2490	2565	2616

Group 8 Alberta Master Control, Alberta VTR,
 Operations Supervisor

Start	1817	1872	1928	1967
Year 1	1872	1928	1986	2026
Year 2	1928	1986	2045	2086
Year 3	1986	2045	2107	2149
Year 4	2045	2107	2170	2213
Year 5	2107	2170	2235	2280
Year 6	2170	2235	2302	2348
Year 7	2235	2302	2371	2418
Top	2302	2371	2442	2491
Sup	2417	2490	2565	2616

Oct 1/04 Oct 1/05 Oct 1/06 Oct 1/07

Group 9 Senior Reporter/Anchor, Senior Reporter/
 Producer, Senior Sports Reporter/Anchor, News
 Producer, Senior Video Journalist, Regional News
 Producer, Sports Director, Senior Web Producer

Start	1886	1942	2001	2041
Year 1	1942	2001	2061	2102
Year 2	2001	2061	2123	2165
Year 3	2061	2123	2186	2230
Year 4	2123	2186	2252	2297
Year 5	2186	2252	2319	2365
Year 6	2252	2319	2389	2437
Year 7	2319	2389	2461	2510
Top	2389	2461	2535	2586
Sup	2461	2535	2611	2663

Group 10 Assignment Editor, News Supervisor,
 Technical Director-Engineering, Producer/Director,
 Senior News Producer

Start	2171	2236	2303	2349
Year 1	2236	2303	2372	2419
Year 2	2303	2372	2443	2492
Year 3	2372	2443	2517	2567
Year 4	2443	2517	2592	2644
Year 5	2517	2592	2670	2723
Year 6	2592	2670	2750	2805
Top	2670	2750	2833	2890

Oct 1/04. Oct 1/05 Oct 1/06 Oct 1/07

Grout. 11 Anchor

Start	2525	2601	2679	2733
year 1	2601	2679	2759	2814
year 2	2679	2759	2842	2899
Top	2759	2842	2927	2986

45.2 Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring. It is understood that recognition of industry experience, the granting of overscale increases in salary, and the provisions of any benefit (in addition to those benefits provided under this agreement) to an employee are matters for the sole discretion of the Employer.

45.3 Subject to Article 45.4 hereof, progression up the salary schedule within each classification shall automatically occur where the employee's performance has been satisfactory and shall occur on the first (1st) day of the month following the employee's anniversary date within the classification to which he/she is assigned. An employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 9 of this Agreement.

45.3.1 Notwithstanding Article 45.3, an employee's progression up the scale shall occur automatically

unless, no later than two (2) months prior to his/her anniversary date, the employee has been advised as to the reasons why his/her performance is unsatisfactory.

45.4 The right to re-classify an employee to a senior classification continues to be at the discretion of the Company.

45.5 Employees shall complete their time sheets at such times as prescribed from time to time by the Company.

45.6 Where there has been no mutual agreement that the employee is to be granted Compensatory Leave in accordance with the provisions of Article 36 of this Agreement, payment for overtime worked shall be made on the pay after the time sheet has been approved and processed.

45.7 A breakdown of overtime hours shall be shown on pay stubs.

45.8 An employee's hourly rate of basic pay shall be calculated as follows:

- (a) for employees as set out in Article 26.2 (a), the bi-weekly salary shall be divided by 75;
- (b) for employees as set out in Article 26.2 (b), the bi-weekly salary shall be divided by 80.

45.9 The following classifications shall be paid at a minimum of the Supervisory Level as outlined in the

Salary Schedules as set out in Article 45.1 of this Agreement:

Traffic Supervisor, Publicity and Promotion Supervisor, ENG Supervisor, Art Director, Supervisor-Transmission Systems, Operations Supervisor, Regional News Producer, Sports Director, General Services Supervisor, News Supervisor.

ARTICLE 46

Duration of Agreement

46.1 This Agreement shall commence on the 13th day of April, 2005 and remain in force until the 30th day of September 2008 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiry or anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

ARTICLE 47

Clothing Allowance

47.1 The Company agrees to compensate full time Anchors, Reporters (including Sports) and Video Journalists regularly assigned to appear on camera for expenses related to clothing acceptable to the Company. Upon receipt, the Company shall pay such employees a clothing allowance of four hundred dollars (\$400.00) on January 1st and July 1st of each calendar year. In the case of probationary employees, payment of the clothing allowance shall be withheld until successful completion of the probationary period. The Company shall have the option of directing employees to a preferred clothing supplier.

47.1.1 Notwithstanding the provisions of Article 47.1, the Company may, at its discretion, provide clothing of equal or greater value to an employee under an arrangement with an advertiser. In such case, the clothing allowance payment shall not apply.

47.2 It is recognized and agreed that the Company has the discretion to continue to pay certain employees' expenses in excess of the amounts set out in Article 47.1 above. It is agreed that there shall be no reduction in such additional payments as a result of implementation of this Agreement, as long as the employee maintains their current assignment.

47.3 Effective January 1, 2005, full-time and regular part-time employees classified as ENG Camera/Editor will be reimbursed to an annual maximum of \$150.00 for

purchase of appropriate work related clothing. Reimbursement is subject to submission of verifiable receipts.

ARTICLE 48

Transfer of Work

48.1 The Union recognizes the Company's right to transfer or assign any work or functions performed by bargaining unit employees to other operations or facilities owned by, or associated with CTV Television Inc. Where such transfer or assignment of work or functions will result in bargaining unit jobs being abolished, the following shall apply:

- (a) The Company shall determine the number of jobs to be abolished. The abolition of jobs shall proceed in the inverse order of seniority of those employees within the job classification affected. Layoffs resulting from such transfer of work shall be in accordance with the provisions of Article 20 of this Agreement.
- (b) Notwithstanding the provisions of Article 20.3 of this Agreement, where such layoff is the result of the transfer or assignment of work or functions, the Company shall provide not less than four **(4)** months advance notice of layoff, or pay in lieu thereof.

- (c) An employee who receives notice of lay-off as set out in (b) above, shall notify the Company of his/her intention to invoke his/her seniority rights within a period of not more than fourteen (14) calendar days from the date of receipt of such notice.
- (d) An employee who has been given notice of lay-off pursuant to this Article and who cannot, or elects not to invoke seniority rights pursuant to this Agreement shall receive severance pay, based on three (3) weeks regular pay for each full year of continuous service to a maximum of sixty three (63) weeks for Edmonton only and to a maximum of fifty two (52) weeks for Calgary only.

48.2 A full-time employee who is willing to accept voluntary severance shall within ten (10) calendar days make his/her intentions known, in writing, to the Company, with a copy to the Union. The Company will consider and determine which, if any, voluntary severance offers will be exercised. Voluntary severance pay will be based on three (3) weeks regular pay for each full year of continuous service to a maximum of sixty three (63) weeks. Article (b) above shall not apply in this circumstance.

48.3 In the event that at any time within four (4) months following the issuance of notice as per this Article (transfer of work), the Company determines it will implement further layoffs as a result of transfer or assignment of work or functions, any employee who

accepted voluntary severance under the provisions of this Article, shall be entitled to an additional four (4) months pay. This provision shall only apply to those employees who were assigned to the classification originally affected by the transfer of work or functions.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their authorized representatives on this ____ day of _____, A.D., 2005.

COMMUNICATIONS, ENERGY
AND
TELEWORKERS

CFRN-TV
and
CFCN-TV
DIVISIONS OF CTV
TELEVISION INC.

J. K. [Signature]

~~[Signature]~~

[Signature]

APPENDIX A

LETTER OF UNDERSTANDING

Re: News Anchors – Suitability for Programming

Notwithstanding the provisions of Article 22.3 of the Collective Agreement, the undersigned Parties agree that the right to dismiss News Anchors as set out in Article 22.3 shall not apply to any employees at the Company's Edmonton location who were classified as News Anchor as of April 16, 2002.

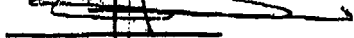
Nothing contained herein shall restrict the Company's right to dismiss News Anchors hired or promoted into the classification at the Edmonton location following April 16, 2002.

The Company agrees it shall provide a copy of this Letter of Understanding and Article 22.3 to any employee hired or promoted into the News Anchor classification subsequent to the April 16, 2002.

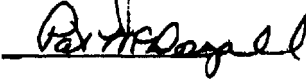
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CFCN-TV
DIVISIONS OF CTV
TELEVISION INC.





DATE July 26/05



APPENDIX B

LETTER OF UNDERSTANDING

Re: Vacation Entitlement- Edmonton Employees

Notwithstanding the provisions of Article 34 of the Collective Agreement, the following vacation entitlement shall apply to the Company's Edmonton location employees:

1. An employee who has attained his/her eighth (8th) year of service as of April 16, 2002 shall receive twenty (20) days of vacation with pay amounting to:

20 X basic monthly salary
working days in month at time of vacation

2. An employee who has attained his/her thirtieth (30th) year of service as of April 16, 2002 shall receive thirty (30) days of vacation with pay amounting to:

30 X basic monthly salary
working days in month at time of vacation

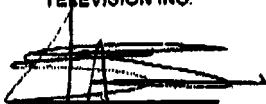
It is understood that the provisions of Article 34 shall apply to Edmonton location employees who attain their eighth (8th) or thirtieth (30th) years of service subsequent to April 16, 2002.

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DIVISIONS OF CTV
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A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

DATE July 26/05

A handwritten signature in black ink, appearing to be "P. [unclear]", written over a horizontal line.A large, stylized handwritten signature in black ink, appearing to be "P. [unclear]", written over a horizontal line.

APPENDIX C

LETTER OF UNDERSTANDING

Re: Talent Agreements

The Parties recognize that certain employees in the Anchor and Reporter/Anchor job classifications may be featured in promotional material of the Company. It is agreed that the Company may negotiate individual Talent Agreements with such employees, subject to the following conditions:

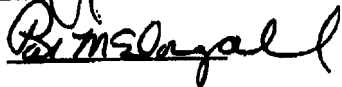
1. All terms and conditions of the Collective Agreement shall continue to apply to such employees. Talent Agreements shall not alter, amend or contradict any provision of the Collective Agreement.
2. An employee who is party to a Talent Agreement shall be paid not less than ten percent (10%) above the top rate of their salary group.
3. Any non-competitive or restrictive covenant contained in a Talent Agreement shall be at the sole discretion of the Company.

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DATE July 26/05



APPENDIX D

LETTER OF UNDERSTANDING

Re: Training and Development

The Parties to the Collective Agreement recognize the need to encourage employees to upgrade and enhance their basic skills in order to meet the challenges presented by changes in the broadcasting industry and the potential for their jobs to become redundant.

Having regard for the foregoing, the Company agrees it shall make a reasonable effort to assign full time employees to fill part-time/temporary vacancies (that need to be filled) as such occasions arise, subject to the following:

1. Where it is known at least five (5) working days in advance that a temporary vacancy will be filled, the Company shall notify all interested employees as far in advance as is reasonably possible of such vacancy. It is further agreed that the Company shall attempt, where possible, to transfer interested employees to temporary positions of which the Company has **less** than five (5) working days advance notice.
2. **To** be eligible for transfer to a temporary position, an employee must:
 - (a) notify the Company in advance, in writing, of his/her desire to work in another job or jobs on a temporary basis;

- (b) meet the educational requirements for the job in question:
 - (c) in the opinion of the Company, be capable of performing the work in question after being given reasonable assistance.
- 3. Where an employee has been deemed to be incapable of performing the temporary job in question and in the opinion of the Company, there is a reasonable expectation that he/she will become capable with appropriate training, the Company shall make a reasonable effort to provide such training to assist the employee in meeting the job requirements when future temporary opportunities arise. Such training may be provided during the employee's non-working hours or during idle periods of a working shift.
- 4. Where more than one employee requests a transfer to the same temporary position, the Company shall transfer the most senior applicant, provided such applicant meets all other criteria contained herein.

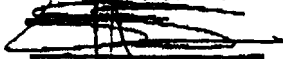
It is agreed that the Parties will encourage employees to initiate additional job training during non-working hours, to enrol in off the job training programs that may be available and to discuss their career goals with their Department managers. The Company agrees to provide reasonable financial assistance to employees who obtain prior approval, for the cost of course fees and/or materials.

The Union agrees to consider, on an individual basis, the provision of waivers regarding hours of work and scheduling provisions of the Collective Agreement, where such waivers will encourage on the job or own time training at no additional cost to the Company and further provided that the individual affected is in agreement.

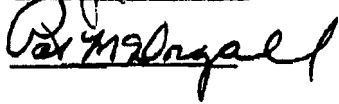
It is agreed that the Parties' representatives shall meet as required during the term of the Collective Agreement to assess the implementation of the provisions of this Letter, to review changing industry conditions and to discuss the impact those changing conditions may have on the Company and its employees. Either party may terminate this letter of understanding upon provision of one month's notice to the other party and this letter of understanding shall not be subject to the grievance and arbitration procedure.

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**APPENDIX E
LETTER OF UNDERSTANDING**

Re: Anchors

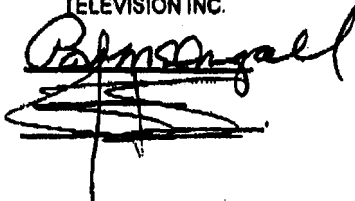
It is agreed and understood that assignments to the Anchor Classification (Group 11) will continue to be made exclusively and solely by the Company.

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APPENDIX F

LETTER OF UNDERSTANDING

Re: Pension Plans

Employees who are enrolled on October 13, 2000 in the Defined Benefit Plans at either CFRN-TV or CFCN-TV shall continue their participation in those plans subject to the terms and conditions of the respective Defined Benefit Plans.

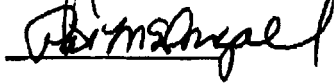
Employees who are not enrolled on October 13, 2000 in the Defined Benefit Plans at either CFRN-TV or CFCN-TV and employees hired after October 13, 2000 shall only be eligible to join the Defined Contribution Plan subject to its respective terms and conditions of participation.

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APPENDIX G

LETTER OF UNDERSTANDING

Re: CEP Humanity Fund

Members of the CEP Local 899 may contribute one cent (.01) per hour to the CEP Humanity Fund.

These contributions will be based on regular hours worked by full-time and part-time Union members of the CEP Local 899.

These contributions shall be submitted to the Executive Secretary of the CEP Humanity Fund on a timely basis as agreed upon by Finance Manager (s) of CTV Alberta and the CEP National Representative.

An employee who wishes to contribute to the CEP Humanity Fund may indicate this in writing to the President of CEP Local 899 with a copy to the Finance Manager(s) of CTV Alberta.

This Letter of Understanding and its described agreement shall continue for the duration of this Collective Agreement which has an expiry date of September 30, 2008, and shall be contingent on the CEP Humanity Fund remaining a registered charitable organization.

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[Signature]

[Signature]

DATE JULY 26/05

[Signature]

APPENDIX H

LETTER OF UNDERSTANDING

Re: Morning News Production

Full-time employees who are advised in accordance with Article 27.3 that the starting time as set out in the schedule posted under Article 27.1 has been altered in respect to a Canada A.M. or similar production that would be a replacement or new morning news program that requires periodic work of this nature to be performed (herein called "the morning news production"), where the work in respect to the morning news production is not contiguous with work carried out for the balance of the day, shall be paid:

1. Effective as of this date, and not retroactively, a minimum of four (4) hours' pay at the employee's regular rate for working the morning news production (notwithstanding that the work lasts for less than four (4) hours), plus,
2. Regular pay for working the employee's other work hours on that day unless other premiums apply including overtime.

The practice of working full-time employees other than contiguous hours (excluding meal times) will be limited to the morning news production.

Any locally produced news programs (other than in connection with "the morning news production") will not qualify under this Letter of Understanding.

The provisions of this Letter of Understanding will not have any application in respect to part-time employees.

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APPENDIX I

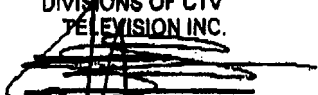
LETTER OF UNDERSTANDING

Re: Union Seal

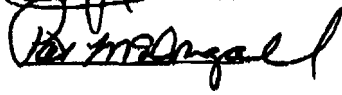
Every video recording produced or reproduced by the Company for external distribution shall bear the seal of the Union on the tape container.

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APPENDIX J

LETTER OF UNDERSTANDING

Re: Job Sharing

The parties hereby agree to the establishment of job sharing arrangements involving bargaining unit employees, subject to the following:

1. Job sharing shall be defined as an arrangement whereby two employees are allowed to split one full-time job.
2. Where two **(2)** employees (normally in the same job classification) wish to enter into a job sharing arrangement and provided the Company has determined that both employees possess the occupational qualification, skills and abilities to perform a full-time job, the Company may establish such a job sharing arrangement.
3. The decision to approve or deny a job share request is at the sole discretion of the Company and **is** not subject to the grievance or arbitration procedure. Such decision shall be made in a manner that is bona fide, non-arbitrary and non-discriminatory.
4. It is agreed that the establishment of a job sharing arrangement shall not result in the elimination of a full-time job, result in the layoff of any employee, be used to avoid replacing a full-time employee, or affect the long term scope of the bargaining unit.

5. A full-time employee may make a request in writing to his/her department manager for a job sharing arrangement indicating in detail, the reason for the request, including the hours and days of the week the employee wishes to work. A copy of such application shall be forwarded to the Manager of Human Resources and the Union.
6. The Company shall post the part-time job sharing opportunity for a minimum of five (5) working days. However, where two employees request a job share, there shall be no posting requirement.
7. Only one of the employees participating in the job sharing arrangement shall be a full-time employee prior to commencement of the arrangement.
8. Employees participating in a job sharing arrangement shall be covered by the provision of the current Collective Agreement, except herein provided:
 - (a) A full-time employee who participates in a job sharing arrangement shall retain his or her status as full-time under the Agreement.
 - (b) Seniority for the full-time employee will continue to accrue during the job share on a pro-rated basis.
 - (c) Vacation credits for the full-time employee shall be pro-rated to the number of hours worked.

- (d) General holidays shall be in accordance with the provisions of the Collective Agreement applicable to part-time employees. Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings for the thirty (30) calendar days he/she has worked immediately preceding the holiday.
 - (e) Group benefits shall be in accordance with the provisions of the Collective Agreement applicable to part-time employees.
 - (9) Such employees shall be paid on an hourly basis of the group and salary level to which the employee is assigned.
 - (g) The provisions of Article 27, 28 and 31 of the Collective Agreement which provide a premium when the Company fails to give advance notice of overtime or shift changes shall not apply.
 - (h) Overtime provisions for both participants shall be governed by Article 4 of this Agreement.
9. The Company or any participant in a job sharing arrangement may terminate such arrangement by providing as much advance notice as possible, but in no event less than two (2) weeks advance written notice.

10. Upon termination of a job sharing arrangement, the full-time participant shall be entitled to remain in the full-time position.
11. This Letter of Understanding may be terminated by either Party, upon provision of one month's notice in writing to the other Party.
12. When a part-time participant in a job share is unavailable to fill a shift, other qualified part-time/casual employees shall be contacted first to fill the shift. Only when other qualified employees are unavailable, shall the full-time member of job share be obligated to fill the shift.
13. When a full-time employee in a job share is on vacation, the employee cannot be obligated to fill vacant shifts if the part-time employee is unavailable.

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APPENDIX K

DEFINITION OF "DAYS REFERRED TO IN THE COLLECTIVE AGREEMENT"

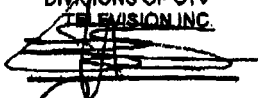
"**Working Days**" shall refer to weekdays (Monday to Friday) excluding Company recognized holidays.

"**Calendar Days**" shall refer to Monday to Sunday, including Company recognized holidays.

"**Days Worked**" shall refer to actual days worked by an employee and are not specific to any days of the week.

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