

COLLECTIVE AGREEMENT

between

**CHAN TV, A DIVISION OF
GLOBAL TELEVISION NETWORK INC.
(BCTV)**

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
– CLC
(C.E.P.)**

March 1, 2004

to

February 28, 2007

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PARTIES

This Agreement is made and entered into
this 16TH day of January 2004.

**BETWEEN: Global BC
a division Global Television**

hereinafter referred to as
"The Company"

Party of the First Part

**And: COMMUNICATIONS, ENERGY
AND PAPERWORKERS
UNION OF CANADA –CLC
(C.E.P.)**

hereinafter referred to as
"The Union"

Party of the Second Part

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.

1.2 To this end the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and to maintain at all times in its negotiations with the Employer and its discussions with individual employees, the concept that each employee shall give a fair return of his services.

ARTICLE 2

Definition of 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 Industrial Relations Board in its decision of June 9th, 1961, certifying CEP, and its amendment thereto as amended by the Board's Order of August 2nd, 1972, and any amendments thereto as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board or in any of the job functions listed in the wage schedule under Article 30.
- 2.2 The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee

- 3.1 The term "employee" as used in this Agreement shall mean any person, regardless of gender, employed in a classification included within the

bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.

3.1.1 Wherever in the wording of the Agreement gender is used, it shall be understood to include all genders.

ARTICLE 4
Employee Categories

4.1 All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided. These full-time employees shall be probationary employees for a period of six months from the date of their employment with the Company. During the probation period the Company at its discretion may release the employee at any time, and such release may be subject to the grievance procedure up to but not including arbitration.

4.2 A part-time employee is defined as one hired on a regular basis to work less than thirty-five (35) hours per week. Such employee shall be paid on an hourly basis at a rate equal to 1/80 or 1/75, whichever is applicable, of their bi-weekly salary. A part-time employee may work a standard work week when relieving a full-time employee.

Regular part-time employees shall be defined as those employees who work a minimum of 16 hours per week averaged over the previous twelve weeks.

4.2.1 Part-time employees shall be paid on the salary scale of the group to which they are assigned and progression shall occur at 1040 or 2080 (which ever is applicable) hours worked for those employees working 40 hours per week or 975 or 1950 hours worked for those employees working a 37.5 hour work week. This calculation shall include all hours worked including paid sick leave.

4.2.2 All articles of this Agreement shall apply to part-time employees except as hereinafter provided:

- (a) Article 16 – Company Seniority; shall apply however, seniority shall be calculated and accumulate according to all hours of work including all hours on paid leave but excluding all hours worked prior to establishing part-time status. For example 173 hours equal one (1) month of seniority.
- (b) Article 21 - Lay-Off; Lay-off shall apply to regular Part-time employees, however, in the event of a lay-off, affected employees shall receive four (4) weeks' notice, or four (4) weeks' salary in lieu of notice. It is further agreed that Part-time employees shall be entitled to severance pay on a pro-rated basis. In the event a part-time employee works in more than one job function, severance shall only apply to lost hours associated with the job function affected by the lay-off.
- (c) Article 22 - Re-engagement; shall apply to regular Part-time employees, however, recall rights as set out in Article 22.3 shall not exceed six (6) months. In the event a regular part-time employee on lay-off works 16 or

more hours per week averaged over the previous 12 week period their re-call rights shall be re-established for another six (6) months.

- (d) Article 27 – Technological Change shall apply to a regular Part-time employee however the notice referred under Article 27.2.1 shall be 12 weeks or 12 weeks pay in lieu of notice.

- (e) Article 33 - Tour of Duty; shall not apply, however, the minimum scheduled tour of duty shall be four (4) hours. All hours worked in excess of the scheduled hours shall be paid at one and one-half the basic rate for all hours worked. There shall be no assignment of split shifts except by mutual agreement between the employee, Union, and the Company. Any extension of the posted tour of duty may be refused with the exception of the most junior part-time employee on location at the time of the shift.

- (f) Article 37 - Days Off; Part-time employees working 24 scheduled hours or more per week shall have

two (2) consecutive scheduled days off per week, designed by the Company, days off may be changed without penalty, by mutual agreement, between the Company, Union and employee. Part-time employees are exempt from the minimum weekend off provisions.

- (g) Article 47 - Legal Holiday; shall not apply, however, part-time employees required to work on a statutory holiday shall be paid one and one-half (1 ½) times their regular rate for all hours worked with a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition the employee will receive five percent (5%) of regular earnings over the previous thirty (30) calendar days.
- (h) Article 49 – Sick Leave; shall apply however, part-time employees shall be entitled to accumulate one and one-half (1 ½) days of paid sick leave for every one hundred and seventy-three (173) hours worked, which shall include all hours worked.

- (i) Article 50 - Regular part-time employees who work a scheduled shift of 24 or more hours per week shall be entitled, upon completion of a 3 month period, to the Health and Welfare benefits as contained in this Agreement, excluding Long Term Disability and Pension Plan. It is understood that the Company's portion of the employee benefit premiums will be paid on a pro-rata basis.

Those part-time employees who do not qualify for Health and Welfare benefits shall be paid fifty-cents (\$.50) per hour in lieu.

4.2.3 The provisions of Article 4.2 above will not be used for the purpose of eliminating or replacing full-time employees or to avoid the re-call from lay-off of full-time employees or avoid hiring full-time employees.

4.2.4 Part-time employees shall be probationary employees for a period of 1040 hours worked from the commencement of their employment within the job function.

- 4.2.5** A part-time employee may refuse additional work outside their regularly scheduled work assignment. However, part-time employees must submit in writing shifts that they are not available to work and shall update that information when any change occurs.
- 4.2.6** Part-time employees shall be offered, on a seniority basis, all part-time (including sick relief) and/or temporary work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding night differential) then the Company may offer the work to the next senior qualified part-time employee. If a qualified part-time employee is unavailable then the Company may offer the work to a temporary employee. This Article shall exclude hours offered to an employee at the time of lay-off and rejected.
- 4.3** A "temporary employee" is defined as one hired on a sporadic, occasional basis for a particular show or occasion. It is further understood and agreed that the purpose in utilising temporary employees is not to lay-off regular or full-time employees nor exclude the hiring of regular or full-time employees where a regular job exists.

None of the Articles of this Collective Agreement shall apply to "temporary employees" except as hereinafter provided:

- (a) Article 31 – Temporary employees shall be paid at a minimum hourly rate appropriate to the scale and step to which they are assigned in accordance with previous industry experience within the equivalent job function.

- (b) Article 33 - Tour of Duty - the following shall apply: basic hourly rate shall be paid at a minimum tour of four (4) hours.

- (c) Article 35 – Posting of Schedules – Temporary employees shall have their schedules posted (written in) as soon as reasonably possible after they are hired by the Company.

- (d) Article 37 - Days Off; Temporary employees working 37.5 hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company, however they are exempt from the minimum weekend off provisions.

- (e) Article 38 – Work on Days Off – shall apply subject to the application of Article 37.
- (f) Article 41 – Overtime
- (g) Article **47** - Legal Holiday; shall not apply, however temporary employees required to work on a statutory holiday shall be paid one and one-half (1 ½) their regular rate for all hours worked with a minimum credit of four (4) hours and two times their basic rate for all hours worked over eight (8). In addition, temporary employees shall receive statutory holiday pay calculated at 5% of gross earnings over the previous 30 days.

4.3.1 Temporary employees will not be used to displace bargaining unit employees, or to avoid the recall from layoff of a bargaining unit employee or to avoid hiring regular or full-time employees.

4.4 The Company agrees to consult with the Union prior to any further permanent combination of job functions which will result in the elimination or displacement of regular employees or the hiring of said regular employees.

4.5 Part-time and temporary employees hired to perform bargaining unit functions will pay Union dues pursuant to Article 7 of this Agreement.

4.6 When an aggregate number of part-time hours worked in any one job function exceeds forty (40) hours per week on a regular basis (max. six consecutive weeks), the Company shall post a full-time position in that job function provided that the full-time position can eliminate the need for the part-time position(s).

When the number of hours worked by any part-time employee in one or more part-time job functions averages forty (40) hours or more on a regular basis, (max. six consecutive weeks) the company shall post a full-time position provided that the full-time position can eliminate the need for the part-time position(s).

When an aggregate number of hours worked (excluding maternity and paternity leave) in any combination of job functions exceeds 910 hours (excluding overtime) in any 180 consecutive day window, the Company shall post a full-time position that

reflects the combined job function provided that the full-time position can eliminate the need for the part-time position(s).

- 4.7 The Company shall provide the Union, on a monthly basis, a report of the name, classification, and hours worked by all employees in a part-time, or temporary capacity.

ARTICLE 5
Management's Rights

- 5.1 It is recognized that the management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of management. Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.
- 5.2 Other rights and responsibilities belonging to the management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to decide the number and location of plants; and the amount and type of

machinery and technical equipment required; the amount and type of supervision necessary; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.

5.3 It is further recognized that the responsibility of the management of the Company for the selection, direction, and determination of the size of work forces, including the right to hire, suspend or discharge for proper cause, or transfer, or promote or relieve employees from duty because of lack of work is vested exclusively in the Company.

5.4 The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

ARTICLE 6
No Strike Breaking

6.1 The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter (excluding re-broadcasting transmitter only), studio or property to perform the duties of persons at a location where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress. Nor will the Company originate a program or programs not normally fed to such facility, nor will the Company require any employee to perform the duty of other staff members engaged in a lawful strike.

ARTICLE 7
Union Dues

7.1 All employees of the Company, in the bargaining unit, who were members of the Union as of March 1st, 1976, and any employee who was employed prior to March 1st, 1976 who subsequently joins the Union, and all new employees who join the Union, shall remain members of the Union, in good standing, as a condition of employment.

7.1.1 The Canada Labour Code, Part I, Section 95 (e), provides that: "No trade union or person acting on behalf of a trade union shall require an employer to terminate the employment of an employee because the employee has been expelled or suspended from membership in the trade union for a reason other than failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union".

7.1.2 The Company will discharge any employee covered by the provisions of Article 7.1, within two (2) weeks after receiving written notice from the Union, that the membership of such employee has been revoked or cancelled in accordance with the Union's Constitution and By-Laws and provided further that there is compliance with Article 7.1.1.

7.2 During the term of this Agreement, the Company agrees to deduct bi-weekly, an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions shall be based on the base bi-weekly earnings of every employee in the

bargaining unit, beginning at the date of hire. The present rate of deductions is equal to two percent (2%) of base bi-weekly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

7.3 The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian funds. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted, and shall include with such remittance a statement on computer disk in ASCII format, showing the following:

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

7.3.1 A copy of this dues check-off list is to be forwarded to the Local Union Secretary at the time it is sent to the National Union Office.

ARTICLE 8
Non-Discrimination

- 8.1** The Company will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. 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 lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another union.
- 8.2** The Union agrees that it will not discriminate against, coerce or restrain any employee covered by this Agreement or attempt to do any of the foregoing because of his membership or non-membership, his activity or lack of activity in any labour organization.

- 8.3 No employee covered by this Agreement shall be required as a condition of employment to become a member of the Union.

ARTICLE 9
Notification

- 9.1 The Company shall immediately (not later than five (5) days excluding Saturdays, Sundays and Legal Holidays) mail to the CEP office in Vancouver, and to the Local 814 Secretary, one (1) copy of each of the following:
- 9.1.1 Notice of hiring, promotion, transfer, resignation, leaves without pay (provided that the resignation or request for leave without pay is provided to the Company in writing), dismissal, suspension or any written disciplinary action affecting any employee within the bargaining unit.
- 9.1.2 Any written notice pertaining to the application or agreed interpretation of this Agreement.
- 9.2 Any notification to an employee required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee directly.

9.2.1 When an employee is not notified directly he shall confirm receipt of such notification to the Company as soon as possible. When this confirmation is made the Company's obligations under Article 9.2 are considered fulfilled. The time of notification will be considered to be the time of receipt of the notification by the employee.

9.3 The Company shall, when notifying a person of his acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be sent to the Union in accordance with Article 9.1 of this Agreement.

9.4 The Company shall provide the Union, on a monthly basis, a list of the hours worked by all employees in a part-time, relief or temporary capacity.

ARTICLE 10
Leave for Union Activities

- 10.1** Upon the request by the Union, the Company will release without loss of pay or other earned benefits, up to three (3) employees named by the Union to attend grievance meetings and four (4) employees for negotiation meetings. Not more than one (1) employee from each job function is to be released unless mutually agreed.
- 10.2** Leave without pay will be granted to any employee duly authorized to represent employees in order to:
- 10.2.1** Attend Executive Council meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance, and such leave shall not be in excess of seven (7) days, plus travelling time if necessary.
- 10.2.2** Accept a full-time elective position with the Union for a period not exceeding four (4) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the President of the Union.

10.2.3 It is agreed that not more than three (3) employees shall be released at any one time in accordance with 10.2.1 and not more than one employee at any one time shall be released in accordance with Article 10.2.2.

10.2.4 Not more than one employee from each job function is to be released unless mutually agreed.

10.3 Leave provided for in Article 10.2.2 shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 10.2.1, shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

ARTICLE 11
Union Access to Premises

11.1 Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at

reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or a card of identification for the representative entitling him to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

ARTICLE 12
Union Activities

- 12.1** The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Company without Company permission.

ARTICLE 13
Outside Employment

13.1 No employee shall accept outside employment where such employment is in direct competition with the Company, or adversely affects his work with the Company.

ARTICLE 14
No Strike Clause

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

ARTICLE 15
Union Use of Bulletin Board

15.1 The Company agrees to the posting by the Union on scheduling boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are authorized by management and approved by the Union.

15.1.1 The Company agrees to furnish three (3) Notice Boards exclusively for the posting of Union notices.

15.2 The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times.

ARTICLE 16
Company Seniority

16.1 Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the continuous length of service within the bargaining unit, except where the Collective Agreement provides otherwise.

16.1.1 Where an employee accepts a position outside the bargaining unit their seniority shall be considered unbroken if they return to the status of a bargaining unit employee within one year, after which, Company seniority as it applies to this agreement shall be lost.

16.2 Company seniority shall relate only to the order of lay-offs, promotions, severance pay and the choice of vacation periods, as provided for in the applicable Articles.

ARTICLE 17
Interruption of Service

17.1 Seniority shall cease to exist if the employee resigns, is discharged, or refused recall as referred to in Article 22.

ARTICLE 18
Vacancies, Promotions and Transfers

18.1 Any vacancy, promotion or transfer that is the result of a vacancy shall be posted for a minimum of five (5) days. The employee with the most Company seniority shall, if he meets

the qualifications for the position as set by the Company, be transferred to fill a vacancy and/or be promoted to fill a vacancy. The employee will be given reasonable assistance and time to train for the new job function. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted.

18.1.1 If ensuing vacancies are caused by promotions or transfers outlined above (18.1), they need not be posted for this five (5) day period if mutual agreement is reached between the Company and the Union. Such agreement will not be unreasonably withheld.

18.2 An employee promoted or transferred to fill a vacancy in any job function shall be on a trial period in such job function for a period of up to sixty (60) days. The Company may at any time during this trial period, return the employee to his former job function with no loss of seniority, if the employee is unable to satisfactorily perform the duties of the new job. At the conclusion of a successful trial period, the employee will be advised in writing that his promotion or transfer has been made permanent.

18.3 Without his consent, no employee shall be transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal. However, an employee may be transferred temporarily to perform work in the "back shop" (i.e. carpentry, paint, prop or set areas).

18.3.1 No employee shall be transferred or assigned, except on a temporary per occasion basis, to another classification within the bargaining unit, except by mutual consent.

18.3.2 No employee shall be permanently transferred to a location outside the GVRD except where the entire facility is relocated. However, it is further agreed that employees currently working out of a location other than the Global BC facility shall not be permanently transferred to another location except by mutual consent.

18.4 Employees required to perform in a job function different from their regular function will not be penalized for errors committed during such performances, without considering the adequacy of training.

18.5 When an employee is promoted into a higher rated job function he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in his former group plus the amount necessary to place him on step in the new group, and he shall automatically progress upward on his annual or semi-annual anniversary date of employment, i.e. the date for anniversary increases shall not be affected by any change in job function.

When an employee's position is reclassified into a higher-rated job function, the employee shall immediately move to the closest step of the next highest increment in the new (higher) group and receive the appropriate salary adjustment. The employee shall then automatically progress upward on the annual or semi-annual anniversary date of employment.

18.5.1 An employee who is "over-scale" or at the top-of-scale with regard to wages, and who is subsequently promoted shall in lieu of the increment outlined in Article 18.5, receive an amount equal to the average increase

in his former group (i.e. the total difference between the start and top rates divided by the number of steps = average), plus any amount necessary to place the employee on a step in the new scale.

ARTICLE 19

Upgrading

19.1 In the event that an employee is temporarily assigned to perform work which involves a meaningful function of a higher classification than that to which he is permanently assigned, he shall be paid two dollars (\$2.00) per hour with a minimum credit of four (4) hours. In the event that an employee is upgraded beyond an eight (8) hour tour of duty he shall be paid eight dollars (\$8.00) for every subsequent four (4) hours or part thereof. This clause shall not be used for the purpose of reducing the number of employees in the job function to which such employee is being upgraded. When an employee is upgraded through more than one wage classification (e.g. Group II to Group IV), the rate mentioned above will be doubled. At the time of such assignment an employee shall be

verbally advised of the temporary upgrading and this shall be recorded on the employee's time sheets.

Employees temporarily assigned to perform the duties of Non-Bargaining Unit Supervisor or Manager shall be paid twenty (\$20) dollars for each eight (8) hour tour of duty or part thereof and the employee's hourly rate shall be adjusted accordingly.

19.1.1 The provisions of Article 19.1 shall not apply when an employee is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days and where a qualified staff member is assigned to assist in such training. Further, 19.1 shall not apply when an employee temporarily relieves another employee in a higher classification for break periods or when a reporter performs news assignment editor duties on weekend, statutory holidays or evenings, except where a news assignment editor would normally be required (eg. Election coverage, Royal or Papal visits).

19.2 In the event of a temporary upgrading of an employee for a period of more than one (1) day [but in no event may a temporary upgrading be

of greater duration than three (3) calendar months with the exception of parental leave] the employee so temporarily upgraded shall be verbally advised at the time of his assignment to a higher classification. Such advice shall also stipulate the probable duration of such temporary upgrading.

19.3 Where upgrading involves a job combination(s) the duration of upgrading may be extended to a period of six (6) months. If the combination job function averages 16 or more hours per week and continues beyond six (6) months the employee shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 18.5.

19.4 Training: Bargaining unit employees who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 19 when assigned to train other employees. The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization.

ARTICLE 20
Dismissals

- 20.1** Dismissal of an employee shall be for just and sufficient cause and it is agreed that dismissal may be subject to the grievance procedure. An employee dismissed for just and sufficient cause (except for gross misconduct) shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay plus accrued vacation pay and any severance pay earned under Article 51.
- 20.2** An employee, when resigning, will give the Company two (2) weeks' notice in writing and where possible three (3) weeks' notice.

ARTICLE 21
Lay-Offs

- 21.1** The Company will consult with the Local Union executive with respect to any planned lay-off prior to any discussions with those employees that may be affected. At this meeting the Company shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for lay-off. It is understood

that this consultation will be deemed strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual employee(s). Notice of such meeting shall be a minimum of forty-eight (48) hours. When lay-offs are to be made, such lay-offs shall proceed in inverse order of Company seniority within those job functions and/or categories affected where the work has been reduced or eliminated; said job functions are listed in Article 30.

21.1.1 Notwithstanding the foregoing, a more senior employee in a job classification may offer to be laid off in the place of a more junior employee. If the offer is accepted by the company the more senior employee will waive his bumping rights and will receive the severance provided for in Article 21.3.1. This article shall not apply to lay-offs that occur under Letter of Understanding #7 – Transfer of Work.

21.2 Any employee about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply his Company seniority and revert to such other function. Such

qualifications shall be set in a bona fide manner. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority. Employees must declare their intent to bump within two weeks of receiving layoff notice. An employee bumped under either Article 21 or 27 shall receive the notice appropriate to the applicable Article, plus the remainder of the notice period of the employee that bumped.

Notwithstanding employees may not exercise bumping rights to anchor classifications.

Employees who bump under this provision to another job function shall be paid at a level within the new group, that is closest to their current rate of pay.

Employees who bump under this provision to a higher job group shall be paid at a rate within the new group closest to but greater than their rate of pay prior to the bump.

21.2.1 Employees who bump into a different classification shall retain recall rights, for up to one year, as per Article 22, to their former classification.

21.2.2 Employees laid- off under Article 27, must declare their intent to bump within 2 weeks. However, should a bumping opportunity, or job posting arise during the notice period that was not available at the time of declaration, the employee shall retain their right to bump or apply.

21.3 In the event of lay-offs, employees affected will receive eight (8) weeks' notice or eight (8) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

21.3.1 In the event of lay-offs, under either Articles 21 or 27, employees affected will receive two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. Up to two (2) weeks of the total may be actual notice with the balance paid in a single lump sum.

21.4 The Company shall advise the

Union at least eight (8) weeks in advance of proposed lay-offs. It shall be the intention of the Company to give full consideration for job vacancies within the bargaining unit to those employees who are to be laid-off.

21.5 While an employee is laid off, the Company will continue, with the exception of long-term disability, the total group health and welfare payments for a period of lay-off up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.

21.6 The Company agrees that it will not consistently schedule overtime in order to affect or extend lay-offs.

21.7 An employee who has reverted to a lower salary group and whose salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job function reaches the employee's salary and then such employee will proceed on the scale in accordance with Article 29.

21.8 An employee on layoff who has

worked on a part-time basis shall retain part-time status upon the expiration of recall rights. Seniority shall be calculated from the date of employment by the Company.

ARTICLE 22
Re-Engagement

22.1 In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement:

22.1.1 Continuity of service for the purpose of Company seniority shall be considered unbroken if ~~the employee~~ returns to the status of an employee within one (1) year, or

22.1.2 If ~~he the employee~~ returns to the status of an employee after one (1) year has elapsed, his company seniority upon returning shall be that which he had on the effective date of such lay-off, transfer or leave of absence.

22.2 In the event an employee with

less than one (1) year of Company seniority is laid off:

22.2.1 And ~~he~~ returns to the status of an employee before six (6) months have elapsed, ~~his~~ Company seniority upon return will be that which ~~he~~ ~~the~~ ~~employee~~ had on the date of such lay-off.

22.3 Where any full-time or regular part-time work becomes available for which a laid-off employee is qualified, the Company agrees to re-engage, in order of company seniority. The qualifications will be set in a reasonable manner. For the purpose of this Article "re-engage" means to return to work in a full time or regular Part-time position.

Employees who are recalled or re-engaged under this provision to a job function other than previous function shall be paid at a level within the new group that is closest to their previous rate of pay.

22.3.1 Where any other part-time or temporary bargaining unit work becomes available for which a laid-off employee is qualified, the Company agrees to re-call, in order of company seniority. However re-call shall exclude

all hours offered to the employee at the time of lay-off and rejected. The qualifications shall be set in a reasonable manner.

For the purpose of this Article "re-call" means to be called to work for any part-time or temporary work available.

Full-time employees laid off under Articles 21 or 27 shall be entitled to re-engagement or recall rights for one (1) year from the date of lay-off.

22.3.2 When an employee on lay-off has worked more than 910 regular (non-overtime) hours over any 180 consecutive day window, the employee shall be considered to have reverted to full-time status.

The Company will not manipulate or re-schedule productions, projects and shifts in order to avoid the re-establishment of recall rights as described above.

In the event an employee on lay-off works 240 or more regular hours within a ten (10) consecutive week window, their recall rights shall be re-established for another twelve (12) months.

For the purposes of this Article "regular hours" shall exclude overtime. However, hours worked on a day-off (Article 38) to a maximum of eight shall be included.

22.3.3 Where an employee has been re-engaged pursuant to this Article and has been paid severance in accordance with Article 21, the employee's seniority for the purposes of severance shall be considered that of a new employee.

22.4 The Company's responsibility will be considered fulfilled if the Company gives notice in writing, by registered mail to the former employee's last known address. The employee must notify the Company of his intention within seven (7) days of receipt of said letter.

ARTICLE 23

Performance Reports

23.1 An employee shall be notified in writing, of any written expression of dissatisfaction concerning their work within ten (10) working days of cause for dissatisfaction becoming known to his Manager. They shall be furnished with a copy of any complaint or

accusation which may be detrimental to their advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of their records for use against them at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an employee's record.

23.2 The employee's reply to such complaint or accusation if received within ten (10) working days after being given the notice referred to in Article 23.1 above, shall become part of their record. If such reply is not so received, it will not become part of his record for use by the employee at any time.

23.3 An employee shall have access to their personnel performance file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.

23.4 The Company shall remove any unsatisfactory performance report which is two (2) years old, where the employee's record shows no related occurrences within the two (2) years preceding. It is further agreed that where an unsatisfactory performance report is removed in accordance with this Article, there shall be no reference made to such removal placed in the employee's file.

23.5 In the case of a grievance, an employee shall have the right to take a Union Steward or Local Officer with him to review their personnel performance file.

ARTICLE 24

Duties and Responsibilities

24.1 The Company agrees to continue the present practice, as at the commencement of this agreement, of assigning all duties relating to the preparation, staging, audition, rehearsal, recording and/or broadcast of the Company's material to employees defined in Article 2.1 of the Agreement. Employees as defined in Article 2.1 of the Agreement shall install, set-up, modify, assemble, operate and maintain all the Company's television equipment used,

owned, rented, leased and obtained by the Company, or any equipment obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical and optical equipment, and otherwise, used for broadcasting TV material, including that used in transmitting, control and/or conducting audio and video frequencies, and signals for use in broadcast, closed circuit broadcast, rebroadcast pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, intercommunication equipment for broadcast purposes, and/or on air playback.

24.1.1 The parties agree that the Company may acquire material outside B.C. for possible use within the Company's programming and/or telecasts, provided that if ~~BCTV-Global BC~~ equipment as outlined in Article 24.1 is used, a ~~BCTV-Global BC~~ crew will be utilized; otherwise (when non-~~BCTV-Global BC~~ owned equipment is utilized) any use of bargaining unit personnel on out-of-province production or origination will be at the Company's discretion.

24.1.2 The parties agree to the interchange of equipment as described in Article 24.1 and personnel between ~~BCTV-Global-BC~~ and other business divisions of Global Communications Ltd. or Global Television Network Inc.

- a) It is agreed that all mobiles are the property of Global Communications Ltd. or Global Television Network Inc. and as such, may be dispatched in any manner possible to meet operational mobile requirements within a given market.
- b) For ~~BCTV-Global-BC~~ mobile productions produced by and/or aired on ~~BCTV-Global-BC~~ only bargaining unit personnel shall be utilised.

It is further agreed that any interchange of equipment shall not result in the direct or indirect displacement of bargaining unit persons.

24.1.3 The parties agree that the Generator Truck when not in use for a ~~BCTV-Global-BC~~ production remains at the sole discretion and jurisdiction of ~~BCTV-Global-BC~~. It is further agreed that bargaining unit personnel will not be displaced directly or indirectly as a result of the foregoing.

24.2 The Company agrees that it will not transfer, assign or subcontract any work or functions covered by this agreement to which employees are entitled under the terms of this agreement to any other employee(s) of the Company not covered by this agreement. The Company, however, reserves the right to subcontract highly specialized initial installation work when it is cost-effective to do so. It is agreed that there shall be no staff reductions or reductions of regular hours caused by the subcontracting of such work.

24.2.1 It is understood that the Company will be permitted to use "news" originating from "out of town" stringers or news services including the use of personnel and news gathering services from any business

division or ~~subsidiary~~ subsidiary of Global Communications Ltd. or Global Television Network Inc, provided such practice does not eliminate or replace bargaining unit employees and provided that any full-time or part-time positions are filled by bargaining unit employees. It is further understood that the Company will be permitted to use "news" originating from other sources provided that such sources are not performing work under any prior arrangement or contract with the Company.

24.2.2 Where bargaining unit work currently being performed by bargaining unit employees, as set out in Article 24.1 is transferred or relocated to another location of the Company, said work shall continue to fall under the provisions of this collective agreement.

24.3 The Company itself shall not, nor shall it permit anyone to use its premises, facilities, or equipment owned, operated or controlled by it in any manner, which affects or changes the work, duties or working conditions of employees in the bargaining unit herein, unless employees in the bargaining unit are assigned to the work involved. In such instance the

Company will negotiate with the Union as to the work to be performed, the wage to be paid therefore, and the wage rate of other jobs filled by employees represented by the Union which are made more onerous or difficult thereby. The new rate or rates shall be effective as of the date when the work was first performed. The Union agrees that the operation of the Company shall not be interrupted pending agreement upon the matters under negotiation in accordance with the provisions of this section.

24.4 The Company may use a specialist to maintain, test, adjust or repair any equipment or device operated or maintained by members of the bargaining unit, a member of the bargaining unit shall be assigned to assist or accompany such specialist in order to familiarize himself with the maintenance, and adjustment, or repair being performed by the specialist, if such duties of the specialist are to be assumed by members of the bargaining unit.

24.5 The Company agrees not to assign to persons outside the bargaining unit duties performed by members of the bargaining unit, but it is agreed that

the following work practices by persons outside the bargaining unit as defined in Article 2.1 are recognized by the Union and the Company shall not be required to alter such practices.

24.5.1 Technical Directors using special effects, video switcher, camera control units, electronic video store and frame synchronisers in the area of the studio and mobile control rooms. The application of this Article with respect to ~~BCTV-Global-BC~~ studio production shall not result in the direct or indirect displacement of bargaining unit employees.

24.5.2 Engineering management staff may only perform maintenance functions for training purposes, familiarisation, acceptance testing, signal evaluation research and development, diagnostic analysis and in cases of emergency.

24.5.3 Announcers pre-taping the day's run in the audio recording booth.

24.5.4 Staff personnel who may be required to use portable technical equipment (eg. 1/2 inch VTR) in the making of presentations or screenings to clients, advertising agencies and

Company executives.

24.5.5 Production staff may use VTR machines only for the screening of productions and the preparation of cue sheets to be used by CEP VTR editors in editing such productions. Producers may also use audio cassette recorders during rehearsals or auditions for non-broadcast use only.

24.5.6 The Design Director(s), Painter(s), and Carpenter(s) will be permitted to continue their present practices with reference to staging work. It is agreed that the Design Director(s) shall not in any circumstances move sets or flats in or out of the studio areas.

24.5.7 News Personnel will be permitted to record and playback, on portable VTR machines (e.g. 3/4 inch machine), the incoming news feeds for the sole purpose of deciding what content is to be included in news programs. It is understood that this VTR recording can in no way be used for broadcast or pre-recording purposes.

24.5.8 The News Producer, News Director, Chief Editor and Technical Supervisor - News and ENG Supervisor, will be permitted to

operate ENG equipment in the News Department for the purpose of familiarization and the establishment of methods, procedures and standards of operation provided that such action(s) have nothing to do with the broadcast of Company material.

It is further agreed that if there is a clear violation of this waiver as agreed between the parties or an arbitrator's decision upholding a Union grievance on this matter, the individual concerned will immediately lose the privileges contained herein. In the event of a proven violation and subsequent loss of privileges, the term of this waiver shall not be extended or transferred to another individual except that future incumbents shall be extended all provisions of this Article.

24.5.9 The Art Director will be permitted hands-on use of all equipment in the Computer Graphics Arts Department including mobile computer graphics equipment for the purpose of familiarization and the establishment of methods, procedures, and standards of operation provided that such action(s) have nothing whatsoever to do with the preparation, staging, audition, rehearsal, recording and/or broadcast of any company material.

24.5.10 The Technical Director-Computer Graphic Arts will be permitted hands-on use of all equipment in the Computer Graphics Arts Department including mobile computer graphics equipment and will be included in the provisions of Article 24.5.1. It is further understood and agreed between the parties that the extent to which this bargaining unit work is permitted is limited to the Computer Graphic Arts Department and that his/her duties are not interchangeable with other Technical Directors duties referred to in Article 24.5.1. Other technical directors will not be permitted to perform the Technical Director-Computer Graphic Arts function.

24.5.11 Practicum Students: The Union agrees to allow the use of students on practicums to perform bargaining unit functions when such students are assigned to work under the supervision of a bargaining unit member. Students will not be used in such a way as to replace a bargaining unit employee on leave or vacation or to avoid payment of penalties or premiums to full-time or part-time

employees.

Payment to students is left to the discretion of the Company.

24.5.12 Meteorologists from Environment Canada and weather announcers using and operating our Weather System.

24.5.13 As a result of broadcast equipment becoming increasingly software driven, the Union recognises that non-union personnel shall retain the right to perform "hands on" systems network management and diagnostic functions.

24.5.14 The Company shall be permitted to utilise outside experts/ specialists on all news programs for on-air commentary and/ or analysis in their area of speciality.

24.5.15 Program promotion (ie editing and post ~~production~~ production voiceovers, tags, graphic components etc.) to be permitted within any business divisions of Global Communications Ltd. or Global Television Network Inc.

24.6 It is agreed that the provisions of Articles 24.1.1, 24.1.2, 24.5.4 and 24.5.5 shall not be used for the purpose of eliminating regular or full-time employees or to avoid hiring

regular or full-time employees.

24.7 The parties recognize that the intent of Article 24 is to have bargaining unit personnel operate and maintain all technical equipment as defined in Article 24. Therefore when a waiver of the foregoing Article 24 is deemed necessary the procedure shall be as follows:

- (a)** The Company shall within twenty-four (24) hours of receiving a request from an outside agency, notify the Union of all pertinent details concerning any waiver requirements.
- (b)** The Union shall, within twenty-four (24) hours, reply to the waiver request.
- (c)** The above time limits shall be exclusive of Saturdays, Sundays, and Legal Holidays.

ARTICLE 25**Waivers**

25.1 The Company recognizes that no provisions of this Collective Agreement may be waived by the Local Union Officers or by individual members. The responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its Western Region office at Ste. 540, 1199 West Pender Street, Vancouver BC, V6E 2R1.

25.2 Where the Company for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, they shall, as early as possible, request a waiver from the Union. Such request will provide all pertinent information to allow the Union to assess the situation. Within twenty-four hours the Union will reply to the request, either granting the waiver or giving in writing the reasons for refusal.

ARTICLE 26
Air Credits and Union Seal

26.1 Every audio/video tape recording and all programming produced for or by the company shall have the CEP seal legibly exhibited on the following:

- (a) Tape Billboard
- (b) End Credits
- (c) All tape containers

26.1.1 Video credits may use an electronic graphic print-out of the abbreviation "CEP" in place of the CEP seal.

26.2 The Company shall give air credits to employees where, in its opinion, such credits are merited by their contribution to the performance in accordance with its current policy.

ARTICLE 27
Technological Change

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

27.1.1 The parties recognize that some technological developments may result in the combination of job functions with those not included within the jurisdiction of the Union. Where such combination of job functions with those not covered by the jurisdiction of the Union takes place and where the balance of convenience favours the performance of such job function by non-bargaining unit personnel, such operation may be performed by non-bargaining unit personnel.

It is agreed that where a position is

created as a result of technological change and/or the combination of job functions as a result of technological change, such position shall fall under the jurisdiction of the bargaining unit.

It is further agreed that no bargaining unit employees will be laid off as a result of the application of Article 27.1.1.

27.1.2 The introduction of Computer hardware and/or software shall be considered a Technological Change with respect to the application to this Article provided that such introduction has occurred within one (1) year of the displacement of an employee.

27.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the employees in the bargaining unit, result in the lay-off (as distinguished from lay-offs caused by changes in programming) of employees, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations.

27.2.1 The Company will give the Union and the employees as much advance notice as is practicable, but not less than six (6) months notification of such lay-offs or six (6) months pay in lieu of said notice plus all other benefits for the same period. Also the employees shall receive severance pay as outlined in Article 51.

27.2.2 The Company shall in writing state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized. The Company will provide such employees reasonable time off during their normal work week without loss of salary, to be interviewed for positions outside the Company.

27.2.3 Where an employee(s) is displaced due to technological change, he shall be entitled to exercise bumping rights as per Article 21.2. Further, such employee shall maintain recall rights as per Article 22.3 during which time the Company agrees to re-engage said employee(s), based on seniority, to any vacancy or any vacancy that is the result of a promotion, that may occur within the bargaining unit. To obtain proficiency in his/her classification the employee(s) shall be given three (3) months after the date of re-engagement, which period may be extendable to six (6) months upon mutual agreement between the Company and the Union. The employee shall receive reasonable and adequate training during normal working hours and employees shall be paid at least the start rate within the classification. If the Company demonstrates that the employee has failed to show sufficient ability in the new position, the employment of the employee may be terminated or return to laid-off status if the employee still has re-call rights.

It is understood and agreed that there shall be no requirement to re-engage employees, as per Article 27.2.3, to the following job classifications:

- (a) Any supervisory category
- (b) ENG Camera
- (c) ENG Editor
- (d) VTR Production Editor
- (e) Maintenance Engineer
- (f) Master Control Operator
- (g) Studio Director
- (h) EFP Camera
- (i) Any senior classification
- (j) Computer graphics operator

ARTICLE 28

Grievance Procedure

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

28.2 The parties recognize that the "Canada Labour Code" provides that any employee may present their personal grievance to the employer at any time. Any such grievance shall be subject to consideration and

adjustment as provided in the following articles on Grievance Procedure.

28.3 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the President of the Company or designee, or the International President of the Union or designee, within ten (10) working days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.

Step 2: The grievance shall be discussed with the President of the Company or designee and the Local Grievance Committee consisting of not more than three (3) members. Such meetings shall take place within five (5) working days of the filing of such grievance. Appropriate records of such meetings

shall be kept.

Step 3: If the grievance is not settled within ten (10) working days after the meeting described in Step 2, the dispute shall be discussed between the President of the Company and the International President or their designees for further discussion and consideration.

Step 4: In the event that the representatives of the Company and the Union cannot reach agreement, either party may, by registered mail within thirty (30) days of the meeting described in Step 3 submit the dispute to binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent. The person elected/appointed in accordance with the above, must agree prior to the

appointment, to render an award within thirty (30) days from the date of the last day of the hearing.

28.4 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but ~~he~~ shall have the power to direct, if ~~he thinks considered~~ proper, that any employee who has been suspended, discharged, or otherwise disciplined without just and sufficient cause, shall be reinstated with any other benefit under this agreement which may have been lost.

28.5 In dismissals and matters of general concern where time is of the essence the matter shall be discussed between the representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 28.3.

28.6 Time Limits: Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, and Statutory Holidays, and may be extended by mutual consent.

28.7 Employees shall suffer no loss of pay or other benefits while attending

grievance meetings with the Company.

ARTICLE 29-
Rates

29.1 The following rates are minimum:

BI -WEEKLY

Group 1	<u>1-Mar-</u> <u>2004</u>	<u>1-Mar-</u> <u>2005</u>	<u>1-Mar-</u> <u>2006</u>
Start	1225	1255	1284
6 months	1283	1315	1345
1 year	1345	1379	1410
2 years	1402	1437	1469
3 years	1452	1488	1522
4 years	1503	1541	1575
5 years	1559	1598	1634
6 years	1611	1651	1689
7 years	1660	1702	1740

Group 2	<u>1-Mar-</u> <u>2004</u>	<u>1-Mar-</u> <u>2005</u>	<u>1-Mar-</u> <u>2006</u>
Start	1486	1523	1557
6 months	1545	1584	1620
1 year	1609	1649	1686
2 years	1674	1716	1754
3 years	1745	1788	1829
4 years	1837	1883	1925
5 years	1973	2022	2068
6 years	2140	2194	2243

7 years	2315	2373	2426
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	<u>1-Mar-</u>	<u>1-Mar-</u>	<u>1-Mar-</u>
Group 3	2004	2005	2006
Start	1690	1732	1771
6 months	1748	1791	1832
1 year	1808	1854	1895
2 years	1906	1954	1998
3 years	1988	2038	2084
4 years	2080	2132	2180
5 years	2181	2236	2286
6 years	2315	2373	2426
7 years	2494	2556	2614

	<u>1-Mar-</u>	<u>1-Mar-</u>	<u>1-Mar-</u>
Group 4	2004	2005	2006
Start	1619	1660	1697
6 months	1684	1726	1765
1 year	1741	1784	1824
2 years	1833	1879	1921
3 years	1894	1941	1985
4 years	1958	2007	2053
5 years	2055	2106	2154
6 years	2133	2186	2236
7 years	2232	2288	2339
8 years	2352	2411	2465
9 years	2487	2549	2606

10 years	2660	2727	2788
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	<u>1-Mar-</u>	<u>1-Mar-</u>	<u>1-Mar-</u>
Group 5	2004	2005	2006
Start	1880	1927	1971
6 months	2005	2055	2101
1 year	2080	2132	2180
2 years	2145	2199	2249
3 years	2285	2342	2395
4 years	2417	2477	2533
5 years	2615	2680	2741
6 years	2862	2933	2999

	<u>1-Mar-</u>	<u>1-Mar-</u>	<u>1-Mar-</u>
Group 6	2004	2005	2006
Start	2783	2853	2917
1 year	2923	2996	3064
2 years	3068	3145	3216

Engineering - Senior Engineer

Start	2487	2549	2606
2 years	2660	2727	2788
3 years	2833	2904	2969

System			
Engineer	2913	2986	3053
Supervisor	2964	3038	3107

ARTICLE 30
Salary Groups

30.1 Groups for the purpose of salary classification shall be as follows:

Group 1

~~Cableman; Dollyman; Cable Person; Dolly Operator;~~ Studio Assistant; Telephone Co-ordinator; Scanner Monitor; Driver; Script Assistant.

Group 2

ENG Operator; Staging Technician; Teleprompter Operator; Boom Operator; ~~Cameraman; Lighting Man Camera Operator; Lighting Person;~~ Sound Technician; Video Operator; VTR Librarian; ENG Editor Assistant; Shipper/Receiver; News Librarian; Scheduling Assistant; Scheduling Co-ordinator News; Production Assistant; Writer; Make-Up Artist; Engineering Storeskeeper.
Senior Designation; Group 1 employees on a merit basis.

Group 3

Senior ENG Camera Assistant; Senior Teleprompter Operator; MCR Operator; Studio Director; Senior Lighting ~~Person~~ ~~Man;~~ Senior ~~Cameraman~~ ~~Camera~~

~~Operator;~~ Senior Sound Technician; VTR Operator, Production; Senior VTR Librarian; Ottawa-ENG ~~Cameraman~~ ~~Camera~~
~~Operator;~~ Victoria-ENG ~~Cameraman~~
~~Camera~~ ~~Operator;~~ Courtroom Artist; Videotape Operator; EFP Camera Person; Robotics Operator; Microwave Van Operator; Senior Shipper/Receiver; Graphics/Designer; Font Operator; Associate Producer; Camera Co-ordinator; P/A Director; Senior Writer; Night Assignment/Writer; Scheduling Supervisor. Senior Designation; Group 2 employees on a merit basis.

Group 4

ENG ~~Cameraman~~ ~~Camera~~ ~~Operator;~~ Senior Studio Director; Lighting Director; Senior MCR Operator; Senior VTR Operator, Production; Director of Photography Electronic; ENG Editor; Senior Videotape Operator; Senior EFP Camera Person; Senior Robotics Operator; Senior On-Air Operator; Senior Graphics/Designer; Senior Font Operator; Feed Co-ordinator; Microwave Van Operator/Editor; Reporter 1; Sports Reporter/Anchor; Scheduling Supervisor; Equipment Facilities Co-ordinator; Producer; Director /PA; Line-up Writer; Maintenance Engineer. Group 3 employees on a merit basis.

Group 5

Senior ENG ~~Cameraman~~ Camera Operator;
Senior ENG Editor; On-Air Supervisor; Art
Director; Senior Reporter; Senior Producer;
Senior Sports Reporter/Anchor; News
Anchor 1; Anchor/Producer; New Bureau
Reporter;
Video Journalist; Any employee on a merit
basis.

Group 6 Senior News Anchor.

Group A Engineering Storeskeeper

Group B Maintenance Engineer

Group C Senior Engineer

Group D System Engineer

Group E Supervisor

30.2 The duties of a Studio
Director-Trainee shall be limited to
Studio 4, News and all other small
productions of a similar nature.

ARTICLE 31
General Wage Provisions

31.1 Employees shall be paid according to the wage schedule in Article 29 at a step of the salary group to which they are assigned with credit for years of service within the salary group and any credit for industry experience, educational qualifications recognized by the Company at the time of hiring.

31.1.1 The parties also recognize that the Collective Agreement allows the Company to promote an employee, on a merit basis, to the next higher job group. The Union also acknowledges that, should the promotion be deemed inappropriate for any performance related reason, the Company reserves the right to transfer the employee back to the original job group which was held immediately prior to the promotion with the appropriate wage adjustments.

It is agreed that the foregoing shall only apply to those merit increases made after March 1, 1993 or March 1, 1998 with respect to non-technical news staff.

- 31.2** Progression up the salary schedule within each salary group on an increment step shall automatically occur on the pay period closest to the employee's semi-annual or annual anniversary date of employment with the Company.
- 31.3** Each employee will complete a timesheet daily as prescribed by the Company, and this timesheet will be signed by the employee and kept in a place prescribed by the Company. The Company will provide photocopies of each corrected timesheet to the employee and these will be attached to the pay cheque for the period in question. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the timesheets. The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or time sheets the employee involved and the Local President of the Union shall have access to the employee's pay records upon reasonable notice to the Company.

- 31.3.1** Employees assigned off premises shall submit timesheets as soon as is possible upon returning from such assignment.
- 31.4** All overtime must be authorized or approved in advance by a Company Supervisor/Manager, except in emergency circumstances when the approval must be obtained as soon as possible.
- 31.5** When an employee reports late for an assignment he may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee (e.g. Act of God). For purposes for determining the amount of reduction, the employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter (1/4) hour in which the employee reported for duty.
- 31.6** Payment for overtime work, premiums and penalties will be made not later than the pay period following the pay period that such overtime, etc. is worked, provided the employee's timesheet is filled out as described in Article 31.3.
- 31.7** Full time salaries will be paid on every second Friday for the two (2)

week period ending the following Sunday. However, the employee shall be paid the working day before, should the pay day fall on a ~~Legal Holiday (Article 47)~~.

Part time wages for the two (2) week period ending on Sunday will be paid on the second following Friday. However, the employee shall be paid on the working day before, should the pay day fall on a ~~Legal Holiday (Article 47)~~.

31.7.1 All current full-time employees will receive their pay via an electronic transfer of their net pay from the Company's payroll to their bank account. All requirements for typed cheques (e.g. Holiday advances) must be submitted in writing to payroll ten (10) calendar days before pay day.

31.7.2 All part-time, relief, temporary and recall employees will continue to be paid via payroll cheques. Such cheques will be available by 0800 hours on the pay day.

31.8 The parties recognize that certain employees are receiving salaries higher than those specified in Article 29 as a result of individual negotiations

prior to this Agreement. It is agreed that no employee shall suffer a loss of income as a result of the wage scales herein negotiated.

- 31.9 The terms "basic rate", "regular rate", etc. are understood to mean the basic hourly rate of the employee involved.
- 31.10 For purposes of computing an employee's hourly rate of basic pay, his/her bi-weekly salary shall be divided by 80.
- 31.11 Each year the Company will include with the T4 slips issued to employees, CEP dues receipts, or total amount of dues deducted at source and forwarded to CEP. All T4 slips will be issued no later than February twentieth (20th) of each year.

ARTICLE 32
Work Week

- 32.1 Employees may have the option, subsequent to operational requirements, to work either a standard work week or optional work week as hereafter defined.

Both forty (40) hour weeks shall obtain and shall commence at 12:01 a.m.,

Monday. The hours of work shall be exclusive of the first meal period and inclusive of all second and subsequent meal periods and break periods, except where otherwise provided in Article 39 (Meal Periods).

The standard work week shall consist of five (5) times eight (8) hour days. The optional work week shall consist of four (4) times ten (10) hour days.

Those employees choosing the optional work week shall be paid at straight time wages up to ten (10) hours; two (2) times the basic rate for hours worked or credited up to fourteen (14) hours; and two and one-half (2 1/2) times the basic rate for all hours worked or credited over fourteen (14) hours.

32.1.1 The work week for non-technical staff (excluding reporters) shall be five days per week and seven and one-half (7.5) hours per day for thirty seven and one half (37.5) hours per week.

RECAP

Hours worked/credited Payment

0 - 10	Basic
10 - 14	2 times basic
Over 14	2 1/2 times basic

It is recognized the availability of the optional work week cannot fit nor apply to all departments in all areas of the Company. There will be no mixing of the optional work week with the standard work week in any one (1) work week.

Employees scheduled to work the optional work week will have three (3) consecutive scheduled days off, wherever operationally possible. It is agreed that this shift pattern may be cancelled by either party with six weeks notice.

32.2 The parties recognize that many negative factors resulting from shift patterns in broadcasting do exist and that it is advantageous to reduce, as much as possible, the impact such factors have on the employee and their family and on the Company and its work schedule. The parties therefore agree to meet during the term of this Agreement, to discuss and implement

changes to the shift patterns in an effort to minimize these negative factors. The purpose of such meetings is not to actually reduce the forty (40) hour work week but rather to provide a flexible means of reaching that amount through a different shift pattern other than the standard eight (8) hour-five (5) day week. No ongoing changes in the present shifts will occur unless mutually agreed by both parties.

ARTICLE 33
Tour of Duty

33.1 A tour of duty shall mean the authorized and or approved time worked by an employee during the day, with a minimum credit of eight (8) hours calculated to the last one quarter (1/4) hour in which work was performed. Where a shift extends beyond midnight and the majority of hours scheduled occur before midnight the shift shall be considered to fall wholly within the calendar day in which it starts, however, where the majority of hours scheduled occur after midnight the shift shall be considered as falling wholly within the day in which it ends.

- 33.2** There shall be no assignment of split shifts.

ARTICLE 34

Excessive Hours and Safety

- 34.1** The Employer agrees to give proper attention to the health and safety of its employees.
- 34.2** The Company agrees to adhere to all the provisions of the Workers' Compensation Act of British Columbia and the "Canada Labour Code" and all rules and regulations thereto and any other statute provincially or federally dealing with the safety and health of the Company's employees.
- 34.3** Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive hours of work.
- 34.4** When dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where the employee has reasonable

grounds to believe that it would be unsafe or injurious to their health to do so or where it would be contrary to applicable Federal, Provincial or Municipal regulations or legislation. Problems involving safety and health are to be discussed between the Safety Committee members prior to calling in inspectors from either the Federal Department of Labour or the Workers' Compensation Board. Where precautionary measures, as agreed by the Safety Committee, have not been taken, an employee's refusal to undertake such work will in no way be held against the employee or prejudice their employment with the Company. The representatives of the Safety Committee will advise employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.

34.5 An employee may, before performing potentially hazardous duties, request the assistance of another employee. The Company will not deny any reasonable request. On assignments involving climbing on remote locations or work involving high voltage on remote locations a minimum of two (2) employees shall

be assigned.

34.5.1 The Company shall consider the capability of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

34.6 For all time worked involving climbing of transmitting and/or receiving masts, employees will be paid an additional one-half (1/2) the basic hourly rate of the employee computed separately from the work week.

34.7 The employer agrees to supply adequate protective clothing, safety footwear and/or safety device equipment for employees on assignments (e.g. remotes, towers) where conditions require their use, and to supply other special attire where required by the employee. It is understood that such protective clothing and/or safety device equipment are and remain the property of the Employer and shall be returned in good condition on demand.

34.8 The Company shall appoint an officer to act as liaison with an officer appointed by the Union to discuss safety requirements related to

bargaining unit members. Where agreement cannot be reached by this Safety Committee either or both parties may apply to Labour Canada to supply a Safety Officer to determine what recommendations or procedures should be carried out.

ARTICLE 35
Posting of Schedules

- 35.1** Each employee's schedule for any week shall be posted in a scheduling office as early as possible, but in no event later than twelve (12:00) noon on the Wednesday ten (10) days prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of their work schedule at the earliest possible time.
- 35.1.1** Each employee's schedule shall clearly state daily starting time, finishing time, non-inclusive meal periods, and days off.
- 35.1.2** In the event that the employee's schedule for any week is not posted in accordance with Article 35.1 and 35.1.1 the previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of the Collective Agreement.

35.2 After this posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by twelve noon (12:00 p.m.) [three p.m.(3:00) for News-E.N.G. personnel] of the day prior. If such notice is not given, the employee shall be credited with all hours originally scheduled.

35.3 An employee's days off will not be changed after twelve (12:00) noon, Wednesday of the week (5 days) prior to the scheduled work week, unless mutually agreed.

ARTICLE 36
Change of Starting Time

36.1 Notice of change of starting time shall be given as much in advance as possible, but no later than twelve (12:00) noon (three [3:00] p.m. for News-ENG Personnel), of the day prior to the day of the change. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee who is covering the first (1st) day of illness of another employee. This article does not apply to an employee who is required to

work for another employee who is absent due to compassionate leave as defined in Article 52. First day of illness of another employee shall be defined to include a day for which the Company did not receive notification of that employee's illness by twelve (12:00) noon of the day prior, seven (7:00) p.m. for News-ENG personnel.

36.1.1 No penalty will be paid to News-ENG personnel if change of starting time is made because of "unexpected events" assignments. (see definition)

36.2 Prior to going on leave of four (4) days or more, when a schedule covering the period of the leave is not posted an employee shall be given a written pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a registered letter of notification has been mailed to the employee's normal mailing address and arrives prior to the pre-arranged reporting time.

36.3 In the event of illness, an

employee will make every reasonable effort to notify directly the supervisor in charge of scheduling or the employee's immediate supervisor at least one (1) hour in advance of the commencement of the employee's shift. It is the Company's responsibility to inform the employee of any change in the schedule.

- 36.4** It is the intent of the foregoing to insure that each employee shall be apprised of their daily work schedule at the earliest possible time.

ARTICLE 37
Days Off

- 37.1** One (1) scheduled day off shall be defined as twenty-four (24) hours plus the turn-around period of twelve (12) hours for a total of thirty-six (36) hours. Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Article

37.5, there shall be eighty-four (84) hours between the end of the last tour and the beginning of the next tour.

37.2 An extra day off or day off in lieu is defined as twenty-four (24) hours plus the turn-around period and shall be scheduled at a mutually agreeable time.

37.3 There shall be two (2) consecutive days off in each work week or conterminously (i.e. Sunday and Monday). It is recognized by the parties that circumstances may arise where an individual is required to work six (6) consecutive days in a work week. However, the Company agrees that under no circumstances will an employee be scheduled to work more than ten (10) consecutive days. The Company shall make every effort to schedule the days off on weekends as frequently as possible and will endeavour to avoid requiring an employee to work more than two (2) weekends in a row. The Company may average these weekends off over a three (3) consecutive month period; however, an employee must receive a minimum of five (5) weekends (i.e. Saturday and Sunday) off during any three (3) consecutive month period.

An employee who does not receive the minimum number of weekends off during this three (3) consecutive month period shall receive one (1) times his basic rate of pay for all hours worked and/or credited for each tour of duty on the Saturday and/or Sunday in question. The payment shall be in addition to any other payment received under the terms of this Agreement.

37.3.1 Notwithstanding the above, Article 37.3 shall not apply to employees hired specifically for a position posted as involving regular weekend work (i.e. consecutive, successive weekends). Any employee hired to work regular weekends under this Article shall be informed in writing that it is a condition of their employment.

37.4 The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

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

ARTICLE 38
Work on a Day Off

38.1 An employee may refuse to work on a scheduled day off. However, if all qualified employees in that job function refuse to work, the Company may assign the work to any qualified employee, in the inverse order of Company seniority and this assignment of work cannot be refused but otherwise, an employee will not be penalized for refusing to work on a scheduled day off. When an employee is asked to work on an ongoing special project in which they have been previously involved, such a request to work on such day off will not be unreasonably denied. When an employee works in accordance with the above, on a scheduled day off/extra day off, work performed on that day shall be compensated as follows:

38.1.1 If work is performed or credited on one (1) day off in a week, time and one-half (1/2) computed separately from the work week, for all hours worked with a minimum credit of four (4) hours. Each employee shall be

notified of their scheduled hours.

For News-ENG personnel if the assignment is due to "unexpected events" (see definition) there will be no scheduling or notification of hours.

38.1.2 If work is performed or credit on any two (2) days or more conterminously scheduled days off, double time (2) shall be computed separately from the work week and shall apply to second and subsequent days off worked with a minimum credit of four (4) hours per day. Each employee shall be notified of their scheduled hours.

38.1.3 Should the hours worked or credited on a day off exceed the scheduled hours or eight (8) hours, an additional one-half (1/2) times the basic rate over and above the rates contained in Article 38.1.1 and 38.1.2 will be paid on these excess hours.

38.1.4 Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) times the basic rate over and above the rates contained in Articles 38.1.1 and

38.1.2.

RECAP

Hrs worked Hrs credited	Article 38.1.1	Article 38.1.2
0 – 8	1 ½ x basic	2 x basic
8 – 12	2 x basic	2 ½ x basic
Over 12 (Art. 37.2.3)	2 ½ x basic	3 x basic

38.2 Employees involved in unscheduled overtime (i.e. overtime which is scheduled and/or worked without notice being given to the employee by twelve (12:00) noon on the day prior to the day involved) who are assigned unscheduled overtime in excess of two (2) hours beyond the scheduled finishing time of a tour of duty shall be compensated at one-half (1/2) times his basic rate in addition to any other payments received under this Agreement, for work performed in excess of the two (2) hours referred to above. If the employee is assigned a second extension of unscheduled overtime, the additional one-half (1/2) rate shall apply from the beginning of the originally assigned overtime. Unscheduled overtime will not be paid to an employee who is covering the

first (1st) day of illness of another employee. First day of illness of another employee shall be defined to include a day for which the Company did not receive notification of that employee's illness by twelve (12:00) noon of the day prior.

38.2.1 News-E.N.G. employees will not be paid for unscheduled overtime if overtime is a direct result of unexpected events assignments (see definition). No penalty will be paid to News ENG personnel when start time of a "local crew" must be changed after three (3:00 p.m.) the day prior if a crew out of town cannot return that day as planned due to an unexpected event.

38.3 Notice of cancellation of assigned work on a scheduled day off or extra day off shall be given no later than twelve (12:00) noon [three (3:00) p.m. for News-ENG personnel] of the day prior to the day in question. If such notice is not given, the employee shall receive four (4) hours pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

38.4 Employees assigned to rebroadcast transmitter duties may be required to work on their days off. However, compensating time off at the applicable rate for each hour worked on regular days off will be given within forty-five (45) days of return to base. If the Company is unable to schedule mutually acceptable compensating time off within forty-five (45) days of return to base, the employee shall have the option of receiving the monetary compensation.

ARTICLE 39
Meal Periods

39.1 First Meal Period: To all tours of duty a first meal period of sixty (60) minutes shall be scheduled beginning not earlier than the start of the third (3rd) hour of the tour and ending not later than the end of the fifth (5th) hour of such tour. By mutual agreement, the meal period may be less than one (1) hour, provided that overtime rates shall be paid for the period of time not taken, or the tour of duty may be reduced by the period of time not taken.

39.1.1 Notwithstanding Article 39.1, maintenance, master control, on-air VTR and ENG editors shall continue the present practice of receiving inclusive meal breaks in lieu of the first meal periods (ie. eat on the job). It is understood that meals may be eaten at any convenient time within the eight (8) hour tour of duty. Such employees will continue to be allowed to eat anywhere in the building, operational requirements permitting, but are not allowed to leave the building during inclusive meal breaks.

In the event a meal period is not given under this Article, thirty (30) minutes shall be added to the end of the shift.

Article 39.4 does not apply to inclusive meal breaks received in accordance with this Article.

39.1.2 ENG Camera and Reporter personnel shall be given a thirty (30) minute inclusive meal period that shall be assigned between the start of the third hour and the end of the sixth hour.

Newly included unionized news personnel shall continue the present practice of receiving a non-scheduled

meal period. In the event a meal period is not given under this Article, thirty (30) minutes shall be added to the end of the shift.

39.1.3 In the event that a meal is interrupted or not given, as per Article 39.1.2, thirty (30) minutes shall be added to the end of shift as time worked.

39.1.4 Where a regular part-time employee is scheduled for a regular (on-going) four hour tour of duty the meal period shall be considered inclusive and credited as time worked.

39.2 ~~Second and Subsequent Meals:~~

In tours of duty of ten (10) hours or more during which a first meal period was scheduled/assigned a second meal period of not less than thirty (30) minutes shall be scheduled. This second meal period shall be scheduled within the third (3rd), fourth (4th), or fifth (5th) hour after the scheduled completion of the first (1st) meal period, as defined in Article 39.1 or 39.1.1.

In tours of duty of thirteen (13) hours or more during which a second (2nd) meal period was scheduled/ assigned a

subsequent meal period of not less than thirty (30) minutes shall be scheduled. For each three (3) hour block worked beyond thirteen hours subsequent meal periods shall be scheduled within the third (3rd), fourth (4th), or fifth (5th) hour after the scheduled completion of the previous meal period.

RECAP

Completed Hours Worked	Meal Periods
0 - 9	1
10 - 12	2
13 - 15	3
16 - 18	4
19 - 21	5
etc.	etc.

In the event that a second (2nd) or subsequent meal period is not assigned or taken, thirty (30) minutes shall be added to the end of the tour for each meal period missed and shall be paid for at the appropriate rate. Time added to the end of tours because of missed meal periods shall not be used in the computation of Turnaround or Night Differential.

Eleven dollars (\$11.00) shall be paid in compensation for the cost of the second (2nd) meal and each subsequent meal, whether received or

not.

39.2.1 Article 39.2 above shall apply to the optional work week as described in Article 32 (Work Week), with the exception that the second (2nd) meal period will only occur during tours of duty of more than ten (10) hours and fifteen (15) minutes.

39.3 Meal periods scheduled within the time limit ~~window(s), as described in Article 39~~, which are later displaced but still within the window shall not be subject to encroachment allowances. Where meal periods are displaced outside the window, encroachment allowances shall be paid. Where a previous meal was never received within a tour, second or subsequent meal periods that are displaced in any manner will be subject to encroachment allowances.

Encroachment allowances shall be calculated from the end of the window. The allowance shall be one half (1/2) of the employee's basic hourly rate for each hour or part thereof worked with a minimum credit of one (1) hour.

The encroachment allowances as described above shall not compound.

Note: A "first" meal period could be received after the "second" or "subsequent" meal. The earliest meal period given which is an hour in length shall be considered the first meal regardless of where it falls within the shift.

For News-ENG personnel no compensation will be paid for meals displaced during that portion of an assignment falling within the definition of an "unexpected event" (see definition).

39.3.1 For the purposes of calculating meal encroachment regarding second (2nd) and subsequent meal periods, employees who receive inclusive first meal breaks (Articles 39.1.1 and 39.1.2) shall be considered to have received their first (1st) meal period during the fifth (5th) hour of their tour of duty.

Any employee who works an inclusive first meal shall receive scheduled second and subsequent meals. Where second and subsequent meal periods are not scheduled, the employee shall self-assign the meal, when operational requirements permit. If operational requirements do not permit and such

meal periods cannot be taken, thirty (30) minutes shall be added to the time recorded for the tour and if applicable, meal encroachment allowance shall be paid.

39.3.2 In the event that meal encroachment is fifteen (15) minutes or less, no penalty shall apply.

39.4 In the event a remote location is so situated that no facilities to obtain an appropriate meal are readily available for the crew during their assigned meal period, the Company shall:

39.4.1 Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained or,

39.4.2 At its own expense, furnish the crew with an appropriate meal.

39.5 Employees shall not be required to travel from their normal place of employment to other studios or remote locations within the area during their meal periods, or any part thereof.

ARTICLE 40
Break Periods

40.1 Employees shall be entitled to and shall receive rest periods as follows:

- (i)** A fifteen (15) minute rest period between the beginning of a tour of duty and the scheduled meal period.
- (ii)** A fifteen (15) minute rest period between the scheduled meal period and the end of a tour of duty.
- (iii)** These break periods shall not be assigned during the first or last hour of a tour of duty or as part of a meal period. During live productions, these break periods shall not be assigned during the first or last half (1/2) hour of a Tour of Duty or as part of a meal period.
- (iv)** On a tour of duty of more than eight (8) hours an employee shall not be required to work more than three (3) hours (e.g. 11th, 14th, 17th, etc.) without a break being assigned.

(v) When an employee is required to work through a break period, fifteen (15) minutes for each such break period shall be added to the end of the shift as time worked. The fifteen (15) minutes added to the end of the shift shall be paid for at the appropriate rate and will not be used for the purpose of extending the tour of duty as it relates to the computation of meal penalty, or turnaround, or night differential.

(vi) For News-ENG personnel it is understood that the assignment of break periods will be flexible provided that said breaks are not unreasonably withheld.

ARTICLE 41
Overtime

41.1 Employees shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty-eight (48) hours of the schedule being posted. Furthermore, the employee shall have the right to refuse any overtime scheduled or assigned thereafter. When an employee is asked to work on an

ongoing special project in which he has been previously involved, such a request to work such overtime will not be unreasonably denied.

41.1.1 All overtime, that is the result of a shift extension, shall be offered to full-time employees on shift, at the same location, within the job classification. If all qualified full-time employees in the job classification refuse to work, the Company may assign the work to any qualified employee in inverse order of Company seniority within the bargaining unit.

41.1.2 No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

41.2 When an employee works overtime in accordance with Article 41.1 such overtime hours shall be compensated as follows:

41.2.1 All time worked or credited in excess of eight (8) hours or seven and one-half (7.5) for non technical news staff, [but less than twelve (12) hours] in one (1) day, shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of the employee, computed separately from the work week.

41.2.2 Should the time worked or credited exceed twelve (12) hours, all hours worked or credited in excess of twelve (12) hours will be paid at an additional one-half (1/2) times the basic rate over and above the rates contained in Article 41.2.1.

RECAP

Hours worked/credited	Payment
0 – 8	Basic
8 – 12	1 ½ x basic
Over 12	2 x basic

Article 41.2.3 not illustrated in Recap

41.2.3 Employees involved in unscheduled overtime (i.e. overtime which is scheduled and/or worked without notice being given to the employee by 12:00 noon on the day prior to the day involved) who are assigned unscheduled overtime in excess of two (2) hours beyond the scheduled finishing time of a tour of duty shall be compensated at one-half (1/2) times his basic rate in addition to any other payments received under this Agreement, for work performed in excess of the two (2) hours referred to above. If the employee is assigned a

second extension of unscheduled overtime, the additional one-half (1/2) rate shall apply from the beginning of the originally assigned unscheduled overtime. Unscheduled overtime will not be paid to an employee who is covering the first (1st) day of illness of another employee. First day of illness of another employee shall be defined to include a day for which the Company did not receive notification of that employee's illness by twelve (12:00) noon of the day prior.

News-ENG personnel will not be paid an additional penalty for unscheduled overtime if such overtime is a direct result of an "unexpected events" assignment. (see definition)

41.2.4 By mutual agreement time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time.

ARTICLE 42
Call-Back

42.1 Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty (Article 33), is called back to perform further

work on the day in question.

42.2 If an employee is scheduled, assigned or notified of a call-back prior to the time ~~he leaves his~~ of leaving the place of work on the day of the call-back, all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered continuous.

42.2.1 In the case of News ENG Camera and reporter personnel all intervening hours shall not be considered hours worked and the tour therefore shall not be deemed continuous, provided the individuals involved agree to accept. Under these circumstances a minimum credit of four (4) hours shall be paid at the rate of one-half (1/2) times their basic rate above the rate being earned prior to the end of their shift.

42.3 An employee scheduled, assigned, or notified of a call-back after having left the place of work on the day in question, shall be paid at the rate of one-half (1/2) times basic above the rate being earned prior to leaving the place of work with a minimum of four hours credit. Call-back under these conditions shall be computed separately from the work week.

- 42.3.1** An employee with a reasonable and legitimate excuse may refuse to work call-back as outlined in Article 42.3 and shall not be penalized for such refusal.
- 42.3.2** In the event that all qualified employees refuse to work call-back as defined in Article 42.3.1 the Company may assign the required duties to any qualified employee within the bargaining unit in inverse order of seniority.
- 42.4** When an employee works between the hours of four (4:00) p.m. and midnight, call-back shall apply (rather than change of start time) if less than seven (7) hours have elapsed from the time the employee was released from their shift.

ARTICLE 43
Turn Around Period

- 43.1** A turn around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty, or between the end of a callback and the commencement of the next tour of duty, whichever is later.

43.2 All time scheduled and/or worked, and any meal period, during any of the above turn around periods shall be compensated for in addition to the regular basic rate, at one-half (1/2) times basic for the portion of such assignment which encroaches on such turn around period, except that the compensation shall be one and one-half (1 1/2) times the basic rate, in addition to the regular basic rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof, and shall be one (1) times the basic rate, in addition to the regular basic rate, for the portion of such assignment which encroaches on the fifth (5th), sixth (6th), seventh (7th), or eighth (8th) hours immediately following the end of the employee's original schedule or any extension thereof.

RECAP

Hours between stop and start time	Compensation
0 – 4	1 ½ x Basic
4 – 8	1 x Basic

8 – 12	½ x Basic
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43.3 No payment shall be made for the following encroachments:

43.3.1 On a shift where an employee is released from duty for the entire tour of duty to attend negotiation or grievance meetings with management.

43.3.2 Encroachment on a swing-in shift where employees are on a regular rotating shift pattern, in conjunction with an employee's regular scheduled days off.

43.3.3 When an employee is on vacation, turn-around will not apply to the first shift back.

43.4 In cases where an employee is released prior to the scheduled finish time of his tour of duty, encroachment on the turnaround will be computed from the time of release.

ARTICLE 44
Night Differential

44.1 When an employee works between 0100 hours (1:00 a.m.) and 0700 (7:00 a.m.) all hours shall be compensated for at an additional two dollars (\$2.00) per hour, with a minimum payment of two dollars (\$2.00). Night differential shall not be deemed overtime or part of basic pay. Individuals working a graveyard shift (e.g. a shift encompassing all the hours from 0000 - 0700) shall also receive \$2.00 night differential for the hour between 0000 - 0100.

ARTICLE 45
Transportation and Travel Expenses

45.1 Travelling Expenses

The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company.

45.1.1 If an employee is authorized to use their own automobile for transportation in connection with their duties, they shall be reimbursed at the rate of .40 cents/km.

45.1.2 When a regular full time or part-time employee is required to work at a studio or remote location other than their normal place of employment, they shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return, except as provided in Article 45.6. However, if such location is closer to the employee's home than their normal place of employment, the Company at its discretion, can assign the employee to start and end their shift at the remote location. Further, the Company will pay for parking for those employees assigned to start their shift at the remote.

All other employees can be assigned to start and end their shift at the remote location.

45.1.3 It is expressly agreed that the use of an employee's car (excluding reporters) in executing the business of the Company is not compulsory, and an employee may at their own discretion decline to do so. It is further understood that if a reporter is unable to drive for bona fide reasons (i.e. medical, loss of license) excluding criminal misconduct, the company will

take no disciplinary action.

45.2 When an employee on Company business is involved in an accident resulting in damage to ~~his~~ ~~their~~ car and the amount of the damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee to a maximum of \$500.00, such amount being regarded as the deductible amount on the employee's car insurance policy.

45.3 If any employee requires higher automobile insurance rates due to using their personal car for business purposes, the Company shall reimburse the employee for any additional premium charged above the "Pleasure Only" and "Work Only" insurance rates.

45.4 Employees on remote assignments who do not receive a per diem allowance (Article 45.4.1) shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 39 if the meal entitlement was earned within the time frame that the employee was on the actual remote and not at the station. Where there is prior knowledge that the meal will not be able to be received

and is scheduled at the end of the shift knowing that encroachment allowances will ensue, the employees shall still be paid for the meal as a remote meal. The encroachment allowance, if applicable, will be paid from the beginning of the second hour of the window (as defined in Article 39.4).

	Mar.1/98
Breakfast	\$13
Lunch	\$15
Dinner	\$24
Subsequent Meal	\$14

45.4.1 Employees on remote assignments which require overnight accommodation shall receive a per diem allowance to cover the cost of miscellaneous expenses for each completed twenty-four (24) hour period as follows:

March 1, 2001 - \$62.00

When absences involve fractions of a day employees shall be entitled to receive the appropriate meal allowance(s) as per Article 45.4.

Where exceptional conditions require higher per diems than those contained herein, the Company may provide an additional amount based on conditions

at the locations concerned.

News/ENG employees shall continue the present practice of reimbursement for all reasonable actual expenditures supported by receipts.

45.4.2 Employees on remote assignments which require overnight accommodation shall receive suitable single occupancy accommodation at Company expense when such accommodation is available at the location concerned.

45.4.3 Per diem allowance shall be in addition to the following allowable expenses:

(a) The cost of first class transportation, including chair or parlour car seat, economy class air travel, except that if the continuous air travel exceeds eight (8) hours it shall be first class (charter flights are considered first class), and, when applicable, automobile mileage allowance.

(b) The cost of taxis and limousine service between residence and station or airport at point of departure and return; and between station or airport and

hotel, at point of destination.

- (c) The cost of vehicles for the transport of equipment.
- (d) The cost of extra assistance in handling equipment.
- (e) The cost of telegrams and long distance telephone calls required for Company business.
- (f) The cost of laundry on out-of-town assignments of more than five (5) days.
- (g) the cost of the first five (5) minutes of a phone call to home base on the first day and every five (5) days thereafter on out-of-town assignments.
- (h) The Company shall pay the cost of traveller's cheques to employees when estimated travel expenses exceed \$150.00.

45.4.4 It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time, and that an accounting of any such expenditures with receipts, will be submitted for approval within five (5) working days of an employee's return

to home base.

45.4.5 Where an employee is assigned outside Canada, any advance will be paid in the currency of the destination country if the exchange rate is greater than par.

45.5 Travelling Conditions

For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company except as provided in Article 45.6. Such time will be computed:

- (a) From the scheduled time of the carrier's departure, when the employee leaves from their home for travel by common carrier.
- (b) From the assigned hour of departure from their home when the employee travels by automobile direct to the assignment.
- (c) From the time they leave the normal place of employment when the employee reports there before proceeding to travel.
- (d) From the assigned hour of departure from their lodging when an employee is using overnight

accommodation.

45.5.1 Time credited for the return journey under the above conditions will be computed in the same manner.

45.5.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive.

45.5.3 Employees returning from remote assignments which extended over a period of more than ten (10) calendar days, shall have their scheduled day(s) off assigned immediately upon their return.

45.5.4 Employees shall not be required to be on remote assignments in excess of fourteen (14) consecutive calendar days, except by the mutual consent of the parties.

45.5.5 Requests by employees not to be assigned to overnight remotes on a temporary basis will not be unreasonably denied.

45.6 Travelling

Waiver of Time Credits

When travelling is on a common carrier between 0800 hours and 2400 hours, local time, full-time shall be

credited up to and only for the first eight (8) hours of travel.

45.6.1 When travel is on a common carrier between 0001 hours and 0800 hours, local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purposes of this section, a single occupancy berth or a first class seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have suitable sleeping facilities, full-time credit shall be allowed.

45.6.2 The turn-around provisions of Article 43.1 will apply from the time an employee completes their travel.

45.7 Notwithstanding Article 45.4.1, the Company reserves the right on out-of-town assignments, where accommodation is provided, to make inclusive package arrangements. The inclusive package will provide for suitable meals including special diet meals when required, accommodation and/or travel.

An allowance of ten dollars (\$10.00) per person per day will be provided for each employee to cover miscellaneous expenses. It is agreed that there will

be no shared accommodation.

ARTICLE 46
Vacations

46.1 Except as modified by subsequent clauses of this Article, employees shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

Service	Duration of Vacation	Payment
Less than 12 mo.	1 day per completed calendar month	4 %
12 mo. To 96 mo.	15 days	6 %
96 mo. To 180 mo.	20 days	8 %
180 mo. & over	25 days	10 %

Service = Seniority as defined in Article 16 computed as of March 31st of each year.

Duration = Duration of vacation in working days.

Payment = % of gross earnings since April 1st of previous year.

- 46.2** Every employee shall be entitled to have at least three (3) weeks of their vacation period consecutively unless requested otherwise by the employee and approved by the Company.
- 46.3** In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.
- 46.4** An employee may request to begin and end their vacation in conjunction with their days off, plus any additional days added because of Article 46.3 and such request will not be denied.
- 46.5** A minimum of (4) four weeks shall be scheduled between April 1st and November 30th and preference shall be given on the basis of Company seniority, within the job functions listed in Article 30. The employee's application shall be submitted in writing on a form prescribed by the Company by April 1st. Failure to submit such application will result in vacation periods being assigned by the Company. Vacation schedules shall be posted by April 21st of each year. Vacations may be granted outside the

vacation period when requested by the employee and approved by the Company. Applications outside the vacation period will not be unreasonably denied.

- 46.6** Upon termination of employment an employee (or their estate in the case of death), shall receive accrued vacation pay earned in accordance with provisions of Article 46.1, plus pay for any vacation period previously earned but not taken.
- 46.7** In special circumstances and with the leave of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.
- 46.8** In the event that an employee desires leave without pay, they shall apply in writing to the Company stating the reason for such leave. No employee shall suffer loss of seniority or other benefits as a result of such leave, which may be granted at the sole discretion of the Company.
- 46.9** Employees shall have the right to refuse work during their vacation period. However, if the employee

agrees to work during their vacation period, they shall be compensated as per Article 38 (Work on a Day Off).

ARTICLE 47

Legal Holiday and Payment

47.1 The following shall be paid holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Canada Day |
| Victoria Day | (Dominion Day) |
| (Empire Day) | Remembrance Day |
| British Columbia Day | Christmas Day |
| (1st Monday in August) | Boxing Day |
| Labour Day | |

Plus any day duly proclaimed by Federal, Provincial, or Municipal Authority as a public holiday. In addition to the holidays listed above, one (1) additional holiday per calendar year will be available at the mutual discretion of the employee and the Company. In the case of new employees, the one (1) additional holiday shall not be credited to the employee until the completion of twelve (12) months employment with the Company.

The credited additional holiday shall be taken within the calendar year, however, new employees when

credited with their first holiday earned in accordance with the foregoing, shall receive this holiday within six (6) months from their first (1st) year anniversary date of employment with the Company.

A second (2nd) additional holiday as described above will be granted; however, if Heritage Day becomes a Federally recognized statutory holiday, this additional day will not be granted, but Heritage Day will be added to the present list of paid holidays listed under Article 47.1. Failure of an employee to take an additional holiday will not result in any penalty payment by the Company.

47.1.1 If any of the above days fall on a Sunday and the day following is proclaimed a holiday by Federal, Provincial, or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

47.1.2 If a holiday falls on a scheduled work day and the employee is not required to work ~~he~~~~he/she~~ shall receive ~~his~~~~his/her~~ normal basic pay for such day [eight (8) hours] at the basic rate.

47.1.3 If a holiday falls on a scheduled work day and the employee is required to work, ~~he~~ she/he shall receive two and one-half (2 1/2) times ~~his~~ her/his basic rate (which amount shall include ~~his~~ her/his basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (1/2) times the basic hourly rate. Further, all hours beyond twelve (12) in the day shall be paid at a further additional one-half (1/2) times the basic hourly rate of the employee.

47.1.4 If the holiday falls on a scheduled day off he/she shall, at the employee's option, receive either one (1) additional day's pay for that week, or add one (1) day to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time.

47.1.5 If the holiday falls on a scheduled day off and an employee is required to work, she/he shall receive three (3) times her/his basic rate with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (1/2) times the basic hourly

rate. Further, all hours beyond twelve (12) in the day shall be paid at a further additional one-half (1/2) times the basic hourly rate of the employee.

47.1.6 It is understood that the provisions of Article 41.2.3 will apply to this Article when unscheduled overtime is worked.

Hours worked/ Credited	Article 47.1.2	Article 47.1.3	Article 47.1.5
0 – 8	8	2 ½ x	3 x
8 – 12	hrs/Basi	Basic	Basic
over 12	c	3 x	3 ½
	-	Basic	
	-	3 ½ x	
		Basic	

N.B. Recap does not show application of Article 41.2.3.

47.1.7 With respect to Articles 47.1.3 and 47.1.5 an employee at his/her own option shall be permitted to add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned under either Article 47.1.3 or 47.1.5. The employee shall indicate his/her option on his weekly

time sheet for such holiday.

47.2 Any period of time off allowed by the Company for:

- (a) Employee's participation in organized recreational activities.
- (b) Because of inclement weather.
- (c) And for any other reason, shall not be considered as a holiday for the purpose of this Agreement. It is understood that such time off shall be granted at the discretion of the Company, having due regard to the work requirements in each department. Such authorized time off which falls within the assigned worked day of an employee shall be considered as time worked.

ARTICLE 48

Scheduling of Christmas and New Year's Holidays

48.1 Before November 15th of each year the Company will ascertain the wishes of the employees regarding scheduling of Christmas and New Year's holidays. An employee shall be scheduled off on either:

- a) Christmas Day
- or
- b) New Year's Day

based on seniority and the employee shall not be scheduled to work past 7:30 p.m. on the eve of the holiday which he requested and receives off.

48.2 These Christmas and New Year's holiday schedules shall be posted not later than the 30th of November.

48.3 It is recognized that normal shift patterns will be affected by the Christmas and New Year's schedules and turn-around will not apply on these statutory holidays. (i.e. Christmas Day, Boxing Day, New Year's Day).

ARTICLE 49
Sick Leave

49.1 An employee who is absent because of illness or incapacity shall receive sick leave computed on the basis of one and one-half (1 1/2) days for each calendar month of seniority, cumulative from year to year to a maximum of one hundred and nineteen (119) days subject to the following:

~~(a) In instances where it appears that a pattern of absence is developing, the Company may request from an employee, satisfactory proof of illness for absences of three (3) days or less from a qualified medical practitioner. The Company undertakes to verbally inform the employee of any perceived sick leave abuse prior to requesting written certification.~~

~~49.6 (b) If requested to do so by the Company, the employee shall offer satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses that exceed three (3) consecutive work days.~~

49.1.1 The first fifteen (15) working days of disability shall be paid at one hundred percent (100%) of salary provided the employee has sufficient sick days in the bank. In the event an employee has insufficient sick bank days to cover the first fifteen days, the company shall pay an amount equivalent to the employment insurance rate or greater, subject to the sole discretion of the Company.

49.1.2 Following fifteen working days of disability, the employee shall be paid an amount equivalent to eighty five

(85%) percent of the net basic salary the employee was receiving at the time he/she first became eligible for sick leave.

49.1.3 Notwithstanding Article 49.1.2, the Company may elect to have an employee paid an amount higher than the said eighty-five (85%) percent, where the employee qualifies for payments pursuant to the aforementioned Article 49.1.

49.1.4 Eligibility would commence on the 1st of the month coincident with or next following three (3) months of employment.

49.1.5 Payments of premiums contemplated by Article 49.12.2 shall be set by a third party insurer selected by the company. Employees through payroll deduction will pay fifty (50%) percent of the premium costs associated with such insurance.

49.1.6 The Insurance company would have full responsibility to adjudicate and administer claims.

49.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits, sick leave credits or health and welfare benefits as in this Agreement.

49.3 Should an employee fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.

49.4 If an employee, having received sick pay under Article 49, subsequently receives a settlement or judgement for lost wages she/he shall reimburse the Company for any amount received. The employee is required to reimburse the Company only for the amount received in a settlement or judgement which may not necessarily be equivalent to the sick pay received from the Company. The amount of reimbursement to the Company shall in no event exceed the amount of sick leave pay received from the Company.

~~**49.5** In instances where it appears that a pattern of absence is developing, the Company may request from an employee, satisfactory proof of illness for absences of three (3) days or less from a qualified medical practitioner. The Company undertakes to verbally inform the employee of any perceived sick leave abuse prior to requesting written certification.~~

~~**49.6** If requested to do so by the Company, the employee shall offer~~

~~satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses that exceed three (3) consecutive work days.~~

ARTICLE 50
Health and Welfare Plans

50.1 The Company agrees to continue to make available to eligible employees the following benefits at the following premium sharing ratios:

~~The Company shall pay 75% 80% of the following premiums:~~

1. B.C. MEDICAL SERVICES PLAN
2. EXTENDED HEALTH
 - \$25.00 deductible per person or \$50.00 per family based on 100% reimbursement
 - Plan includes: prescription drugs, ambulance, registered nurse, hearing aids, private hospital room, and vision care of \$150.00 every two years for adults and every year for dependent children when prescription eyeglasses or contact lenses are purchased for employee, spouse, or dependent children under nineteen years of

age.

3. DENTAL

- 80% of basic services
- 50% of full upper and/or lower dentures
- 50% of major restorative - no dollar limit
- 50% of orthodontic services for dependent children only - \$1,500 per lifetime

~~The Company shall pay 50% of the following premium:~~

1. GROUP LIFE INSURANCE

- Single employees covered at one (1) times annual salary;
- employees with dependants at three (3) times annual salary; and retired employees \$5,000.

~~Employee Paid:~~

1. LONG TERM DISABILITY

- 60% of normal monthly earnings payable after 119 days to age 65 if totally disabled.

2. VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Provides coverage in the event of an accident resulting in death, dismemberment or loss of use of limbs, anywhere, anytime - 24 hours a day in multiples of \$10,000 subject to a maximum of \$500,000.

3. VOLUNTARY GROUP LIFE INSURANCE

Coverage is available in increments of \$10,000 to a maximum of \$500,000.

An evidence of insurability form must be completed by employees who wish to apply for this coverage.

~~50.1.1 Effective March 1, 1992, the Company will pay 80% of the premiums for MSP, Dental and Extended Health as outlined above.~~

50.2 Pension Plan: The Company Pension Plan now in existence shall continue to be made available to all employees on a voluntary basis and at no less a level of benefit during the term of the Agreement. The Company shall notify the Union of any change(s) to the terms or conditions of the Pension Plan.

50.2.1 The Parties agree to meet during the term of this Agreement for the

purpose of reviewing the Pension Plan. The Company shall furnish to the Union any data related to the bargaining unit portion of the Pension Plan as may be necessary to carry out such review.

50.2.2 Should the Union decide to implement a Pension Plan for bargaining unit members during the term of this Agreement, the following shall apply:

(a) The Company agrees that it shall provide such payroll deduction services as may be required to facilitate the operation of a Union Pension Plan; and

(b) Any employee contribution deductions for such Union Pension Plan shall be subject to written authorization from the employee involved.

ARTICLE 51
Severance Pay

51.1 Severance pay will be paid in accordance with the Canada Labour Code, except that "dismissal for gross

misconduct" will be substituted for "dismissal for just cause".

ARTICLE 52
Compassionate Leave

- 52.1** When an employee is required to be absent from work due to a death in their immediate family, (i.e. legal guardian, husband, wife, common-law spouse, same sex spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, common-law spouse's immediate family, grandparents), the employee will be granted compassionate leave of absence of up to three (3) days, for the purpose of attending/arranging the funeral.
- 52.1.1** When travelling time is necessary, up to two (2) additional days with pay shall be granted.
- 52.2** The Company at its discretion will continue the past practice of granting time off to employees for medical, dental, and eye appointments where reasonable notice is given.
- 52.3** The employer will consider requests for specified leave for emergencies, e.g. birth of a child,

critical illness in the immediate family, however, payment for such leave will be at the sole discretion of the Employer. Such leave, where granted, shall not be classified as part of an employee's annual vacation or sick leave.

ARTICLE 53
Paternity Leave

53.1 A male employee whose spouse becomes pregnant will be given leave of absence without loss of seniority on the occasion of the birth of his child on the following basis:

- (a) The employee will inform the Company at least one (1) month before the desired leave of absence which may be before and/or after the birth, and will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.

- (b) leave of absence with full pay and benefits shall be granted for a period of four days.

- (c) additional periods of leave may be

granted at the discretion of the employer.

- (d) for the purposes of this clause, "spouse" includes common-law wife.
- (e) unscheduled overtime (Article 41) will not apply to employees covering persons on Paternity Leave.

ARTICLE 54
Maternity Leave

54.1 Maternity Leave will be in accordance with the provisions of the Canada Labour Code which may be amended from time to time.

54.2 Employees who have completed one (1) year of service and who return to work after maternity leave will receive unused sick leave credits to make up the difference between unemployment insurance benefits (UIC) received and their regular wages.

First Payment - 50% upon their return to work.

Second Payment - 25% after three months of continued employment.

Final Payment - 25% after six months of continued employment.

Note: All other questions pertaining to this Article shall be referred to the Canada Labour Code for resolution.

ARTICLE 55
Jury Duty

55.1 Employees called to serve on juries or to obey a subpoena shall receive their regular salaries in addition to their jury or witness compensation provided that the employees concerned shall return to work if released before 1:00 p.m. and further provided that employees shall not be required to work any tour except the normal day shift tour during periods when serving on juries or appearing as a witness.

ARTICLE 56
Education, Seminars, Etc.

56.1 The Company shall, after approval, reimburse an employee for

fees paid by an employee, as tuition, for any industry related courses including Workers' Compensation Board (W.C.B.) Industrial First Aid Certificate courses. Payment is to be made after successful completion of such courses.

56.1.1 After above approval is granted the Education Fund Joint Committee shall, if requested and if funds are available, advance the cost of tuition to the employee. Should the employee not successfully complete the course such employee shall be responsible to repay any monies advanced and if necessary the Company shall recover such advanced fund from the employee's pay cheque to a maximum of \$200 per month.

56.2 The Company shall pay a monthly bonus (not to be included in base rate) to each bargaining unit member [to a maximum of two (2) at any one time]. The members may hold either of the two tickets and will be reimbursed as follows:

- (a)** St. John's Ambulance ticket - \$50 per month.
- (b)** Valid Industrial First Aid Certificate

- "A" Ticket (valid for 3 years)
\$125.00 per month
- "B" Ticket (Valid for 2 years)
\$110.00 per month
- "C" Ticket (Valid for 1 year)
\$95.00 per month

The intent of this clause is to have the two (2) designated bargaining unit members contribute towards the fulfilment of the Company's obligations under the Workers' Compensation Act and therefore the selection shall be made after prior consultation with the Union.

56.3 When an employee is advised by the Company to attend seminars, educational courses, etc. pertaining to the television industry, ~~he~~ he/she shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel.

It is understood that all penalty clauses except turn-around shall be waived when an employee is attending an education course or seminar.

56.4 The parties agree to the establishment of an educational fund. Each party will contribute one thousand dollars (\$1000) to start the

fund and the fund will be maintained by each full-time employee contributing one dollar (\$1.00) per month and the Company contributing one dollar (\$1.00) per month per full time employee.

The fund will be administered by both parties through a joint committee of two (2). Unanimous agreement of the committee will be required for approval of any application.

ARTICLE 57

Joint Union-Management Committee

57.1 Whereas the parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to meet periodically during each year of this Agreement in a sincere effort to establish and maintain a Union-Management relationship that, without any sacrifice of principle of either party, will provide for honest discussion and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 58

Employee Assistance Program

58.1 It is recognized by the parties that

drug and alcohol addictions and medical disorders associated with family, financial and health concerns are an ever increasing problem in today's society. In an effort to provide a more compassionate means of assisting and rehabilitating personnel affected by such illnesses, the parties agree to the establishment of a permanent committee to be comprised of one (1) nominee from each of the parties, with these two (2) members selecting a third (3rd) person to serve as Chairman. The methods and manner of operation will be decided by the committee itself, however, no disciplinary action of a permanent nature will be taken by the Company against an employee without prior consultation of this committee.

58.1.1 All communications, pamphlets, notices, etc. will contain both the CEP and Company logo.

ARTICLE 59
Existing Benefits

59.1 The Company recognizes that on or before the commencement of this agreement employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein. The Company agrees not to alter or change these benefits except as they may be specifically amended herein, in such manner as to discriminate against employees in the bargaining unit. The Company further agrees it shall not alter a job function for the sole purpose of removing it from the bargaining unit.

ARTICLE 60
Classification Changes

60.1 The Parties agree to maintain a Classification Committee, which shall meet jointly, as required, to discuss job descriptions and classification matters. The Committee shall be comprised of three (3) Union members and three (3) Company members.

60.2 Where available the Company shall furnish the Union with up to date copies of all bargaining unit job descriptions.

60.3 Where a new job classification is created or the functions and/or duties of any job classification are

substantively changed, either party may refer the matter to the Classification Committee for discussion and resolution of any differences that may arise with respect to the job title and/or rate of pay.

60.4 Should the Committee fail to resolve the differences between the parties, such issues that remain unresolved may be referred by either Party to binding mediation.

Remuneration for a new or significantly changed job shall be based on existing salary schedules.

The cost of the Arbitrator shall be paid by the Union. The selection of the Arbitrator shall be by mutual agreement.

ARTICLE 61

Clothing and Grooming Allowance

61.1 Employees working on-camera on a regular basis are required to meet specific standards regarding appearance and to assist them the Company agrees to provide the following:

- a)** a minimum benefit for appropriate clothing equivalent to \$1300 per year for regular anchor persons, weather

broadcasters, and public affairs persons, provided in equal amounts of \$650 effective as of March 1st, 2001 and \$650 on or after August 1 of each year.

- b) a minimum benefit for appropriate clothing equivalent to \$800 per year for regular reporters or other performers, provided in equal amounts of \$400 effective as of March 1st, 2001 and \$400 on or after August 1 of each year.
- c) reimbursement to be made upon receipt of purchase.

61.2 For the purposes of this Article, employees referred to in (a) above, are those employees assigned to appear on-air on a daily basis for the duration of a program or segment, who have performed in that role in the previous six (6) months. Employees referred to in (b) above are those employees assigned to appear on air a minimum of 2 times per week in a reporter or other role, for a portion of a program, or a promotional or feature presentation other than a sustaining program, who have performed in that role in the previous six (6) months.

ARTICLE 62
Duration of Agreement

62.1 This agreement shall commence on the 1st day of March ~~2001-2004~~ and remain in force for a period of three years ending on the 28th day of February, ~~2004-2007~~ and from year to year thereafter unless either party notifies the other by registered mail, not more than one hundred twenty (120) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify the agreement, or until seven (7) days after a Report of a Conciliation Board has been received by the Minister of Labour of desire to modify this Agreement. If such notice is given as specified above, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

62.2 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds the parties during the Agreement, to do everything they are required to do by the Agreement, and to refrain from

doing anything they are not permitted to do by this Agreement. The parties further understand and declare that in the case of any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or Regulations passed there under, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

62.3 IN WITNESS WHEREOF THE

PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ~~16th~~ DAY OF ~~JANUARY, 2004~~ ~~1998~~.

CEP
~~BROADCASTING~~

CHAN TV
~~SYSTEM~~

Robert Lumgair
~~Brian Kavanagh~~
CEP

~~Roy Gardner~~
CHAN TV BCTV

~~Mark Cameron Duncan White~~
~~M. Wright~~
CEP
BCTV

~~Don~~
CHAN TV

~~Mark Grady Mark Cameron~~
CEP
BCTV

~~Gail Young~~
CHAN TV

Paul Rowand
CEP

Jas Johal
CEP

~~Jas Johal~~
~~Member Loc 814~~

~~Paul Rowand~~
~~Member Loc 814~~

LETTER OF INTENT # 1
Definitions

News/ENG Employees

Persons employed in the News Department as News/ENG Editors, News/ENG ~~Cameraman~~ Camera Operator, Reporters and News/ENG Assistants.

Unexpected Events

Events of major political, economic or social importance of which the Company had not or could not be expected to have prior knowledge, i.e. death of a politician or celebrity, or a provincial crisis.

Note: A provincial crisis may be defined as an item of concern or

impact to the majority of the provincial population, e.g. Vancouver Island and/or the Lower Mainland.

Expanded Definition of Unexpected Events

For the purposes of the unscheduled overtime sections of this Agreement except where otherwise specified, unexpected events shall also include events requiring response of emergency services of fire, police, or ambulance of which the Company had not or could not be expected to have prior knowledge.

Common-Law Spouse

A common-law spouse is defined as a cohabitant of one (1) year or more who has been publicly represented as a spouse.

Robert J. Lumgair
CEP
~~Brian Kavanagh~~
~~BCTV~~

~~Don M. Wright~~
~~CHAN TV~~

LETTER OF INTENT #2
Professional Activities

1. The primary objective of the News Department is the presentation of excellent news programming and such performance must be achieved in a competitive market situation. The first professional obligation of the employee shall be to the employer.

2. **(a)** Unless the employer and/or the employee is required by law or by a court of competent jurisdiction or other competent authority to do so, no employee shall be required by the employer to give up custody of or disclose knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the sources thereof to any party other than the employer.

(b) Where the employer has authorized the employee in writing to release for broadcast, material whose source is to be kept confidential then if the employee is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all the expenses incurred by the employee. The

employer shall further compensate such employee against monetary loss, including but not limited to fines, damages or loss of pay provided the employee has not knowingly falsified such material for broadcast and provided that such material has been obtained in accordance with accepted journalistic practices.

3. An employee's byline/credit shall not be used over ~~his~~ their protest. Substantive, factual changes in script/material content shall be brought to the employee's attention before broadcast. The employee shall be given the reason(s) for the change(s). Where it is not possible to reach an employee and providing all reasonable efforts have been made to do so, the Company shall have the option of dropping the byline/credit of the employee before broadcast.
4. Except in the case of an allegation of defamation, where a question arises as to the accuracy of the material for broadcast, no major editorial change(s), retraction or apology shall be aired without prior consultation of the employee concerned or without every effort being made to first consult the employee. Except where libel has

been proved, no criticism of an employee's work will be broadcast without presenting such criticism to the employee concerned and providing that employee with equal time for reply in the same broadcast.

Brian Kavanagh Robert J. Lumgair Don M. Wright
CEP BCTVCHAN.TV

LETTER OF UNDERSTANDING #3
News Bureau

It is agreed between the parties that the following rates shall apply at the Victoria News Bureaus:

VICTORIA ENG CAMERA - GROUP III

It is further agreed that all provisions of the collective agreement shall apply to the above noted employees and further that their permanent place of employment shall be recognized as Victoria.

There shall be no transfer of employees between news bureaus and/or the Burnaby studios except by mutual agreement between the parties.

Where the Company does establish additional news bureaus, employees shall be hired under the terms and conditions of the existing collective agreement or under such terms and conditions as may be mutually agreed upon between the parties.

Agreed to at Burnaby, B.C. this ~~19th~~ ~~16th~~ day of ~~April, 1988~~ ~~January, 2004~~.

Robert Lumgair Don M. Wright
CEP CHAN TV Brian
Kavanagh
BCTV

LETTER OF UNDERSTANDING #4
Special Productions

The parties agree that the Company may use the services of non-bargaining unit personnel, who will have access to Company equipment and facilities, for specific work projects of a fixed duration. Such work projects shall include independent productions, commercial ventures and other revenue generating projects which might otherwise not be obtainable by the Company.

The intent of this Article is to allow the Company to be competitive in these areas, and is not intended in any way to affect the long term security of members covered by this Collective Agreement. It is further agreed that no bargaining unit persons will be displaced either directly or indirectly as a result of the implementation of this letter.

In all such endeavours the Company shall attempt to make maximum use of bargaining unit members covered by this Agreement.

The Company agrees to pay dues to the Union for any non-bargaining unit

personnel used under the terms of this letter, who perform work that would fall within a job function contained in this Agreement. Dues shall be calculated at the current rate applied to bargaining unit employees, based on the top of scale rate for the applicable job function.

The Company will inform the Union of any project or production that is being contemplated under this Letter prior to any agreement being signed. Further it is understood and agreed that this article may be cancelled by either party with 30 days notice. However, for any project where a signed agreement exists and the union has been notified in advance, such project will be allowed to continue up to completion of a minimum of one season's series to a maximum of 12 months of production.

Robert Lumgair CEP	Brian Kavanagh BCTV Don M. Wright CHAN TV
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LETTER OF UNDERSTANDING #5
Anchor Contracts

It is understood and agreed that the employer and News Anchors may enter into individual contracts of employment on the following conditions and understandings:

- a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee and the employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the collective agreement. An employee entering into an individual contract shall be entitled to exercise all of the benefits and protection to the provisions of this agreement.
- b) A copy of any individual contract shall be forwarded to the CEP National Representative in Vancouver for review (not approval) prior to any contract

coming into effect. The contents of the individual contract shall be deemed to be strictly confidential and shall not be disclosed by the CEP National Representative to any other person, firm or corporation without the written agreement of the Employer and the employee.

- c) If the Collective agreement and the personal service contract conflict, the Collective agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.
- d) It is understood and agreed, due to the nature of Broadcasting and audience acceptance, the Company reserves the sole right to recruit, select, determine and assign all ~~anchor~~ (talent) personnel, unless otherwise specifically excluded in this agreement.

In the event the Employer seeks to replace an anchor person, the following procedure shall apply:

- a) the Employee affected and the

Union shall be informed in writing:

b) within 10 days of receiving notice, the employees shall select one of the following options:

(i) to receive the lump sum severance payment outlined in their individual anchor contract, and forfeit all rights and privileges under the collective agreement

(ii) to exercise all rights and privileges under the collective agreement.

Robert Lumgair
CEP

~~Brian Kavanagh~~
~~BCTV~~
~~Don M. Wright~~
~~CHAN TV~~

LETTER OF UNDERSTANDING #6

Re: News Bureau

A news bureau shall be considered equivalent to the Company's premises at 7850 Enterprise, and therefore shall not be deemed a remote location. In addition, any location the Company chooses to staff on a regular basis within the GVRD shall not be considered a remote location. An employee who is required to start at one of the above mentioned locations shall receive notice before noon, five (5) working days before the change of starting location.

Robert Lumgair
CEP

Brian Kavanagh
BCTV
Don M. Wright
CHAN TV

LETTER OF UNDERSTANDING #7**Transfer of Work**

Notwithstanding the provisions of Article 24, where the Company transfers bargaining unit work to a Global Television Facility or to any print media facility (including to any Division of Southam Inc.), and where this results in the direct or indirect displacement of bargaining unit employees, said employees shall retain bumping rights in accordance with Article 21.2. In addition to the foregoing the following provisions shall apply:

Where there is mutual agreement between the Company and the employee option (a) or (b) may be exercised;

- a) Where the Company offers alternative employment, the employee may accept a transfer to another job classification and shall receive appropriate and adequate training. It is agreed that no other bargaining unit persons will be displaced as a result of

exercising this option.

- b) The Company may offer the opportunity to relocate to a related Company. Where this option is exercised full severance and reasonable relocation expenses shall be paid.

Where mutual agreement with respect to options (a) or (b) cannot be achieved, the employee affected shall receive the following severance package:

- 1) 3 months notice and 3 months pay in lieu of notice.
- 2) a severance payment of 4 weeks per year of service and pro-rated for partial year of service to a maximum of 78 weeks.
- 3) a retraining or equivalent benefit of \$5000 for employees with 1 to 24 years of service, and \$7500 for employees with service of 25 years or more.

It is further understood and agreed that the above severance will be offered to the entire bargaining unit

with first right of refusal to the department affected on a seniority basis and subsequently on a seniority basis throughout the remainder of the bargaining unit. Employees choosing to accept the severance package must notify the Company within two weeks.

In the event that those employees who are directly or indirectly affected wish to retain their employment, the Company agrees to offer the package to any department, on a seniority basis, that the affected employee believes represents a reasonable opportunity for successful retraining. Vacancies created by this process shall be filled, on a seniority basis, by those wishing to retain their employment and they shall be provided reasonable and adequate training. The individual shall have 3 months to demonstrate proficiency to an acceptable level. The training period and the demonstration of proficiency shall occur prior to but not exceed the 3 months notice period as described in (1) above. If additional training time is required the employee may utilize additional time drawn from the 3 month payment in lieu of notice period.

Any employee that volunteers to take a severance package in order for

someone else to retain their employment shall remain at work during the trainee's training period and shall only receive the package if the trainee successfully completes the training period.

If no other employees choose to accept the severance package or if the individual does not achieve proficiency they must accept the above severance package.

It is understood employees who accept the above package shall relinquish all re-engagement rights and re-call rights and shall be considered terminated.

Robert Lumgair
CEP

Brian Kavanagh
BCTV
Don M. Wright
CHAN TV

APPENDIX A

Harassment Policy

Policy Statement

Global Television Ltd and the Global Television Network Inc. and the Communications Energy and Paperworkers Union are committed to providing a working environment which is at all times supportive of the dignity and self esteem of employees, and that is free of discrimination and harassment in accordance with the Canadian Human Rights Act.

To facilitate this commitment the Company and the Union will communicate this policy to all employees, provide opportunities for education and training as deemed necessary, and establish a fair and impartial mechanism for dealing with complaints.

Definition

Harassment includes all conduct and comment that is prohibited by the Human Rights Code, including conduct, comment or behavior that is based on race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex and sexual orientation, and which is unwelcome or is of such a nature that it would be reasonable to assume that it is unwelcome.

Without limiting the generality of the foregoing, harassment will include, but is not limited to:

- a) use of insulting or derogatory language;
- b) unwelcome physical contact, such as touching or petting;
- c) offensive remarks, jokes or innuendo;
- d) display of pornographic, racist or other offensive or derogatory material;
- e) threats, demands or suggestions that an employee's work status (i.e. continuation of work, promotional or training opportunities) is or would be affected by that employee's

response.

Harassment complaints must be processed through the harassment policy. Any employee who is in violation of this policy may depending upon the circumstances, be subject to disciplinary action, up to and including termination from employment.

Prevention and Procedure

- a) This policy will be made available to all employees. New employees will receive a copy during sign-up orientation.
- b) All employees have the opportunity to receive education and /or training where applicable to enable them to recognize potential problems assist with policy enforcement issues and in understanding the complaint procedures.
- c) Harassment/discrimination will be considered to have taken place if a reasonable person ought to have known that such comment and/or conduct was unwelcome, aggressive or threatening. A harassed employee should clearly if possible communicate to the harasser that the offending behaviour is

objectionable and unwelcome. The harasser should be asked to stop. The harassed employee should remind the harasser that the behaviour is contrary to policy.

This is often the simplest and most effective way to put an end to harassment and employees are encouraged to take this action. However, employees are not obliged to confront the harasser and if a person experiencing harassment is unwilling or unable to do so, or if the misconduct continues after confrontation, the affected employee should report the offensive behaviour as outlined below.

The harassed employee should at all times, keep a written record of all relevant facts (e.g. – dates, times, witnesses, nature of the offending behaviour, how the harassed employee responded to the offending behaviour, as outlined below.)

- d) An employee experiencing harassment may meet with any two (one of whom must be non-union) Complaint Officers to review the complaint procedure, definition of

harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint.

- e) All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve,
- f) It is a principle of fundamental justice that in all circumstances, an individual who is accused of harassment will be informed of the allegations made against them, all the particulars supporting the allegations and be provided with the opportunity to fully respond to the allegations and have their responses properly considered.

The complainant will be provided with the particulars of the respondent's defense and will have a chance to reply.

Complaint Officers

- 1) Four employees will be designated (2

bargaining unit and 2 non-bargaining unit) to serve as the Complaint Officers for the purposes of conducting a fair and unbiased investigation into the allegations of harassment. The Complaint Officers will be selected with consultation by both the Company and the Union and include both male and female representatives.

- 2) Complaint Officers will have full authority to investigate the merits of the complaint and, while respecting the principles of confidentiality and fairness for both the complaint and respondent, conduct as quick and thorough an investigation as possible. The most senior Company Human Resource Officer or designee shall be kept apprised of all proceedings during the investigation.

Investigation and Resolution

- 1) A victim of harassment may meet with any two of the complaint Officers (one of which must be non-union) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the

complaint or taking no further action if the complainant decides not to proceed.

- 2) If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a signed, written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.
- 3) Once an incident is reported, the Complaint Officer will conduct a swift and thorough investigation and will attempt to mediate a resolution to the complaint. The investigation will be conducted on an extremely confidential basis in that only those persons who, in the opinion of the Complaint Officer need to know about the complaint for the purpose of conducting an investigation, will be advised.

Any employee contacted during the course of an investigation will be advised by the Complaints Officers to keep the matter confidential.

- 4) If the matter remains unresolved the complaint Officers will submit a

written report to the most senior Company Human Resources Executive or designate outlining the facts, issues and credibility. The most senior Company Human Resources Executive or designate will meet with the Complaint Officer to discuss recommendations.

- 5) The most senior Company Human Resources Executive or designate will then decide the issue and forward the decision, in writing, to the complainant and respondent. The decision will be implemented immediately unless a further appeal ensues.

Appeal Procedure

The complainant or respondent may appeal any decision of the most senior Company Human Resources person or designate. Notice of intent to appeal must be made in writing to the most senior company Human Resources person or designate within seven days of receiving a decision.

Upon notice of intent to appeal, the complaints Officer (in consultation with the complainant and respondent) and

the most senior Human Resource officer or designate will attempt to agree on an outside Disputes Resolution Officer from the list provided in Schedule "B" .If no agreement is reached within seven days from the date of the notice of intent to appeal, then the selection will be in rotation, starting with the first available on the list who can investigate and issue a decision within 60 days.. On the second event where mutual agreement fails to select a Dispute Resolution Officer, the rotation will start at the person next in line, on a first available basis. This system of rotation will continue for all further cases where mutual agreement is not possible.

The appeal itself must be delivered, in writing, to the Disputes Resolution Officer no later than thirty days following this persons selection. The appeal must include a brief statement of facts and list the issue or issues being appealed. A copy of the original complaint and the report being appealed must be included with the appeal. Any other information the person initiating the appeal feels is relevant or important should also be included.

The Disputes Resolution Officer will, as soon as possible following receipt of the written appeal, review all the facts. The

Disputes Resolution Officer may, at their discretion, seek any additional pertinent information. They may interview the complainant, the respondent, and other employees, or make any other inquiries they deem appropriate.

Right To Representation

Both the complainant respondent are entitled to have one representative in any complaint that is forwarded to the Disputes Resolution Officer. If the complainant and/or respondent are bargaining unit members, their representatives must be members of the C.E.P. The purpose of a representative is to act in an advisory role to the complainant and the respondent, and not to persuade or influence the investigation or decision of the Disputes Resolution Officer.

Lawyers may not be used as representatives.

Disciplinary Responses

If harassment has been identified, as per

this policy, any one or more of the following responses may be deemed to be appropriate in the circumstance.

- a) Require a verbal or written apology by the harasser.
- b) Require individuals and/or workgroups to go through an education process.
- c) Issue a written warning to the harasser.
- d) Reassign (transfer if practical) the harasser to another area.
- e) Require the harasser to undergo mandatory counseling.
- f) Issue discipline to the harasser, up to and including termination of employment
- g) Any other response as deemed appropriate.

General

Both the Company and the Union will ensure harassment complaints are taken seriously and as such, abuse of this policy will not be tolerated. Frivolous complaints, vexatious complaints, and/or repeated unfounded complaints by an individual will be subject to harassment proceedings or disciplinary action against the complainant.

The decision of the Disputes Resolution Officer will be final and binding and supported by the Company and the Union.