

COLLECTIVE AGREEMENT

– between –

**CITV AND CANWEST STUDIOS,
DIVISIONS OF GLOBAL
TELEVISION NETWORK INC.**

– and –

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION
OF CANADA**

December 8, 2003 – May 31, 2007

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PARTIES

THIS AGREEMENT is made and entered into this 8th day of December, A.D., 2003

BETWEEN:

CITY AND CANWEST STUDIOS, DIVISIONS OF GLOBAL TELEVISION NETWORK INC.
(hereinafter referred to as "The Company")

AND:

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

ARTICLE 1

Intent

1.1 It is the intent and purpose of this Agreement to promote the utmost co-operation between the Company and its employees, consistent with the rights of both parties. It is the further intent of this Agreement to foster a friendly spirit which will prevail at all times between the Company and its employees, and, to this end this Agreement is signed in good faith by the two parties. The Agreement is therefore designed to set forth clearly conditions governing rates of pay, hours of work, and conditions of employment to be observed between the parties and provide a procedure for prompt, and equitable adjustment of grievances.

1.2 Either party may request the other party to meet from time to time to review and discuss the application and operation of this Agreement, or any other items of mutual concern. If during such review, the parties mutually agree that provisions of the Agreement should be revised or modified, then the Agreement shall be open to that extent and the amendment or revision of such provision shall be negotiated as between the parties and the Agreement shall thereafter be amended accordingly.

1.3 Union Recognition

The Company recognizes the Union as the sole and exclusive collective bargaining agency for all its employees coming within the scope of this Agreement in respect of all matters concerning terms and conditions of employment and hereby consents and agrees to discuss with the Union during the course of this Agreement any and all matters of mutual concern and agrees to bargain collectively with the Union in respect of any changes, revisions or amendments to this Agreement.

ARTICLE 2

Definition of Employee/Employer

2.1 The term "Employer" or "Company" as used in this Agreement shall mean CITV and CanWest Studios.

2.2 The term "employee" as used in this Agreement shall mean all employees employed by the Company excluding casuals, sales, on-air and managerial employees and those employed in a confidential capacity in relation to industrial relations.

2.3(a) A full time employee shall be defined as an employee who works forty (40) hours per week, (thirty-seven and one-half, (37.5) hours per week for office staff) and whose duration of employment is without an agreed termination date. Full time employees shall receive all the benefits provided under the Collective Agreement, subject to the provisions of Article 2.5 and Article 44.1 herein.

(b) A Part-time employee shall be defined as an employee who works less than forty (40) hours per week (Thirty-seven and one-half (37.5) hours per week for office staff) on a regular basis. Part-time employees shall receive all benefits as provided for under the Collective Agreement, subject to the provisions under Article 2.3, 2.5, 35.3 and Article 44.2 herein.

(c) The following hours worked by a part-time employee shall not be used in the calculation of benefits:

(i) Relief hours worked provided the part-time employee is replacing another employee who is on vacation or approved leave, this will include the period of maternity relief.

(ii) Overtime hours worked, provided such work is required for completion of an assignment on a continuous tour of duty.

(d) On a monthly basis, the Company will provide to the Union a list of the current employees on the payroll including: name, job classification, start date, status (full time or part-time), and total hours that month.

2.4 Notwithstanding Article 2.2, the Company agrees to the following:

Casuals shall be anyone not described in 2.3(a) and 2.3(b) above. Casuals will not be used to displace or to avoid the recall from the lay-off of full time or part-time Bargaining Unit positions. Casuals shall have a specific start and end date. Casuals are excluded from all Articles of the Collective Agreement except as follows:

- (a) Casuals will be paid at no less than the start rate of the appropriate classification within the wage scale for which they are hired.
- (b) Once a casual has completed five hundred twenty-five (525) hours within twelve (12) months of his/her anniversary date, he/she shall become a full time or part-time employee. At that time the initial five hundred twenty-five (525) hours shall be considered as fulfilling one half (1/2) portion of the six (6) month Probationary Period described in Article 2.5 herein. The Employee's Probationary Period may be extended as per Article 2.5.
- (c) The following hours worked by a casual shall not be used in the calculation of the 525 hour limit:
 - (i) Relief hours worked provided the casual is replacing an employee who is on vacation or approved leave; this will include the period of maternity leave.
- (d) Upon hiring of casuals, the Company shall provide notice to the casual and the Union of the duration of employment. Further the Company will provide, on a monthly basis, the total hours of all casuals worked that month.

2.5 There will be a six (6) month probation period (1,040 cumulative hours worked for part-time employees) during which the new Employee's suitability for permanent full time employment shall be assessed on the basis of his/her conduct, quality of work and ability to meet reasonable standards set by the Company. If at any time during the probationary period it can be shown that the employee is unsuitable for employment, his/her employment may be terminated by the Company and shall not be subject to the grievance procedure.

Notwithstanding the above, the Company may extend the probationary period an additional three (3) months providing it notifies the employee and the Union in writing stating its position. This shall occur before the expiration of the first six (6) month period.

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

ARTICLE 3

Union Security

3.1 The Company agrees that it is a condition of employment for all present employees covered by this Collective Agreement to be and remain members of the Union and for all new employees to become members of the Union on their date of hire.

3.2 The Company agrees to deduct monthly from the earnings of each employee coming within the scope of this Agreement as a

condition of employment a sum equal to Union dues and assessments and to remit the amount so deducted to CEP Local 1900 together with a list of the names of employees from whom the amounts have been deducted. The amount of the deduction shall be as specified in writing by the Union from time to time.

3.3 The Company shall not influence Union members to violate any Articles in this Agreement.

3.4 If the Union desires to post notices on Company bulletin boards or on Company property, such notices shall be first submitted for approval to the General Manager or his/her designate. Failure to seek approval will result in removal of notices from bulletin boards. Bulletin boards shall be available in the following areas:

- Cafeteria
- Operations/Scheduling
- News
- Traffic
- CanWest Studios

ARTICLE 4

Management Rights

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

4.2 The Union agrees that nothing contained in this Agreement shall be construed as a limitation of the Company's rights to

manage its affairs exclusively and that, except where specifically restricted, abridged, or modified by this Agreement, the Company holds and may exercise all of the rights, powers, and authority which it possessed prior to the signing of this Agreement. Such Company rights include the number and locations of plants, the direction of the working forces, the amount and type of supervision necessary, the method, procedures, and standards of operation, the content of programs, the judgment and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, the right to select and procure machinery and equipment, and to design and engineer equipment which may be incorporated into the Company's plant, and control over all operation, buildings, machinery, equipment and employees, and as such are solely and exclusively the responsibility of the Company.

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

4.4 From time to time the Company may enter into mutually acceptable arrangements with the members of the Union to engage their services on terms other than specified by the Agreement. Such arrangements shall be for any projects initiated by CanWest Studios, in order to cope with particular projects or working conditions of a specified duration. A Union Approval Committee, made up of not less than two Executive members, shall have prior approval on mutually acceptable arrangements. If the Union Approval Committee and the employee cannot agree on the terms then the decision of the employee is final. If the Union Approval Committee and the employee do not agree on the

terms then the employee must sign a waiver releasing the Union from representing them within the terms of the arrangement.

ARTICLE 5

Contract Services

- 5.1 The Company shall not, without prior agreement with the Union transfer, assign, or subcontract any work or functions performed by members of the bargaining unit within the Edmonton extended BBM area as defined in the BBM Bureau of Measurement Book. The Company also agrees that the number of contracts entered into, in the Edmonton extended BBM area, shall not exceed fifteen percent (15%) of the total number of bargaining unit positions, without prior agreement with the Union. Such agreements shall not be unreasonably withheld.
- 5.2 No full time employee shall accept outside employment where such employment is in direct competition with the Company, unless otherwise agreed to by the Company.

ARTICLE 6

Work Week and Days Off

- 6.1 The work week for all employees, other than freelance, temporary (casual), or part-time employees, and office staff, shall be forty (40) hours per week and shall commence at 00.01 hours, Monday. The hours of work will be exclusive of the first meal period and inclusive of break periods and all subsequent meal periods.

- 6.2** The normal hours of work for office staff shall be thirty-seven and one-half (37.5) hours per week. Weekly hours in excess of thirty-seven and one-half (37.5) or seven and one-half (7.5) hours per day, when worked with the approval of Management, will be paid at the overtime rate according to Article 14.
- 6.3** There shall be two (2) consecutive days off. These two (2) days off may be in separate weeks, i.e. Sunday and Monday. The Company shall make every effort to schedule the two (2) consecutive days off on weekends as frequently as possible.
- 6.4** The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- 6.5** Persons engaged in self-assigning work may work split shifts if they so choose. This clause is principally intended to apply to the Producer/Directors and other employees who assign their own hours of work.
- 6.6** Notwithstanding the unique and varied nature of assignments undertaken by writers, producers, directors, and other self-scheduling employees, and because of the type of work and of the discretion for job completion, these employees shall be entitled to full benefits under this Agreement. The Employee's supervisor will at all times authorize the unscheduled overtime premium if the cause of the overtime is genuinely beyond the control of the self scheduling employee, and not related to their organization of the project on which overtime was incurred. When an employee determines that they will be unable to complete their assignments or projects within the standard forty (40) hour week,

they will, whenever possible, advise their supervisor of this fact before any overtime is incurred, and supply a reasonable estimate of how much time will be required. It is hoped that the supervisor will maintain a discretionary and objective approach to the sanctioning of overtime for the employee. At the completion of the work week the employee will submit the appropriate time sheets.

6.7 Notwithstanding the above articles, by mutual consent and agreement by the Company, and with prior agreement with the Union, certain groups of employees may work out altered work weeks and days off.

ARTICLE 7

Health and Safety

7.1 No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An Employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice their employment with the Company.

7.2 The Company shall provide adequate protective clothing and/or safety devices where conditions require.

7.3 The Company shall comply with all applicable Federal, Provincial, and Municipal Health and Safety Legislation and Regulations.

7.4 The Company and the Union shall maintain a Safety Committee in accordance with the Canada Labour Code. The Members of the Safety Committee shall have the right and obligation to accompany government inspectors on inspection tours.

7.5 The Safety Committee will be composed of three (3) members appointed by the Company and three (3) members appointed by the Union. The Union members shall be paid their regular rate for time spent on all Safety Committee business.

7.6 Transportation to the nearest physician or hospital for employees requiring immediate medical care while at work shall be at the expense of the Employer.

ARTICLE 8

Wardrobe

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

8.2 The Company may require the corporate identity to be affixed to clothing provided.

ARTICLE 9**Tour of Duty**

9.1 Tour of duty shall mean the authorized and/or approved time of work by a full time regular employee during the day with a minimum credit of eight (8) hours, exclusive of the first meal period, calculated to the last quarter hour in which work was performed. If it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts. The tour of duty for part-time employees shall be a minimum credit of four (4) hours.

ARTICLE 10**Postings of Schedules**

10.1 Each Employee's weekly schedule clearly showing hours of duty and days off (exclusive of overtime) shall be posted no later than 17:00 hours of the Tuesday, thirteen (13) days prior to the Monday of the week in question, excluding commercial and mobile productions, which will be posted no later than 12:00 hours (noon) of the Wednesday, five (5) days prior to the Monday. This article only excludes office staff working regular Company hours and the self assigning employees listed in Article 6.6.

10.2 The posting of the weekly schedule shall freeze the Employee's days off for the following week, except as outlined in Article 10.1 or by mutual consent of the employee and management.

10.3 A designated Union representative shall be given access to the work schedules, which shall be kept on file by the Company, and if any issue arises, shall have access to the time records, upon reasonable notice to management.

ARTICLE 11

Change of Starting Time

11.1 For the purposes of this Agreement, "Notice of Change" shall mean that the Company notifies the employee and the employee confirms such notice of change to the Company.

11.2 Notice of change of start time, whether it be advanced or delayed, shall be given no later than eight (8) hours into a posted shift, two (2) days prior to the day in question. If notice is not given, the employee shall be credited with all hours originally scheduled plus additional hours at one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.

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

11.4 It is the responsibility of an employee to report to the supervisor in charge of scheduling, advising when they will be available for duty following absence due to illness. It is the Company's responsibility to then or subsequently inform the employee of any change in their schedule.

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

ARTICLE 12

Scheduled Days Off

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

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

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

ARTICLE 13

Work on a Scheduled Day Off

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

- (a) If work is performed on one (1) day off in a week, time and one-half (1½) computed separately from the work week, for all hours worked, with a minimum credit of eight (8) hours.

- (b) Provided an employee has worked on their first day off, where work is performed on the second consecutive day off, all hours will be computed at one-half ($\frac{1}{2}$) times the basic rate, with a minimum credit of eight (8) hours, in addition to the entitlement under Article 13.1 (a) and any other premiums or payments.
- (c) When the days off in two (2) work weeks are consecutive, (i.e. three (3) or more days) then work performed on any day off will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.
- (d) Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments. All hours that exceed twelve (12) hours on a day off will be paid an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments. All hours in excess of sixteen (16) hours will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate in addition to any other premiums or payments.
- (e) When an employee works on a scheduled day off to cover for a sick employee all such days worked will be paid at one and one-half ($1\frac{1}{2}$) times the basic rate. This will supersede Article 13.1 (c).
- 13.2** If a legal holiday is in conjunction with days off, then work performed on any of those days, excluding the legal holiday, will be paid at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.

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

ARTICLE 14

Overtime Computation

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

(b) In the event that:

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

(ii) urgent and essential work is required;

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

- 14.2 All time worked in excess of eight (8) hours on a straight time day will be paid at the rate of one and one-half (1-1/2) times the hourly rate of the employee. Hours worked in excess of twelve (12) hours on a straight time day will be compensated at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments. All hours in excess of sixteen (16) hours will be paid at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments.
- 14.3 Minimum overtime will be computed in fifteen (15) minute segments.
- 14.4 All overtime shall be approved in advance by a representative of management.
- 14.5 Payment for overtime worked or credited shall be made not later than the month following the month in which such overtime work occurred.
- 14.6 Unscheduled overtime worked will be paid at a rate of one and one-half (1-1/2) times the hourly rate, for the first hour only. All subsequent hours worked will be compensated for at an additional one-half (1/2) times the basic rate, in addition to any other premiums or payments. An employee must be informed within his/her first hour of work that his shift will be extended beyond the scheduled end time of that tour of duty. The employee must be provided with a new end time. Unscheduled overtime does not apply to the following exceptions:
- (a) In the event that the unscheduled overtime is to cover for the absence of another employee caused by illness or other

unforeseen circumstances, the employee must be notified within the first four (4) hours of work that his shift will be extended and the unscheduled overtime will be waived.

(b) On live remote assignments, a one (1) hour period before and after either the originally scheduled end time or the new end time will be maintained.

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

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

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

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

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

ARTICLE 15**Turnaround Period**

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

15.2 When a turnaround period between shifts is reduced from a minimum of twelve (12) hours, an employee shall be compensated at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments, for all hours of reduction to a maximum of twelve (12) hours to be computed separately from the work week except as provided in Article 15.4. When shifts are separated by day(s) off, turnaround periods will include twenty-four (24) hours for each day off. (e.g. 24 hours + 12 hours). In the event that a turnaround period between two (2) days not separated by days off or legal holidays is eight (8) hours or less in duration, an additional compensation of eighteen dollars (\$18.00) shall be paid to an employee or, when possible, the Company will cancel the Employee's next tour of duty, or part of the tour that encroaches on the turnaround period with no deduction in pay for these hours. The penalty will not apply on turnaround periods resulting from call backs.

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

15.4 No payment shall be made for the following encroachment:

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

ARTICLE 16

Call Back

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

ARTICLE 17

Meal Period

First Meal Period

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

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

Second Meal Period

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

17.4 Ten dollars (\$10.00) shall be allowed to compensate for the cost of the second meal.

17.5 All subsequent meals shall be compensated for only on submission of actual receipts up to a maximum nine dollars forty two cents (\$9.42).

17.6 Subsequent meal periods of not less than thirty (30) minutes shall be assigned at the end of the fourth hour of work after completion of a prior meal period.

17.7 In the event that an employee is required to work beyond ten (10) hours in one (1) day, the Company will:

(a) Provide the employee with a suitable hot meal at the Company's expense.

(b) Allow the employee sufficient time to travel to a place where adequate meals may be obtained. It will be the responsibility of the designated unit manager/producer, supervisor, or manager in charge to decide which option will be selected.

17.8 When an employee is not given a meal period within the time limits required by this Agreement, they shall receive in addition to their regular salary, compensation in an amount equal to one-half ($\frac{1}{2}$) times their basic hourly rate, in addition to any other premiums or payments, for each hour worked with a minimum of one (1) hour until a meal period is actually received or is assigned.

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

ARTICLE 18**Break Periods**

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

ARTICLE 19**Night Differential**

19.1 Night Differential shall only be paid for time worked. An employee who works between the hours of 12:00 AM and 07:00 AM in addition to pay for all time worked during the aforementioned period shall be paid a night differential of \$2.70 per hour. The Night Differential shall not be added to the hourly rate for purposes of overtime or any other payment.

ARTICLE 20**Holiday and Holiday Pay**

20.1 The following shall be paid holidays:

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

Plus any day duly proclaimed by Federal, Provincial, or Municipal authority as a public holiday.

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

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

20.4 If the holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half ($2\frac{1}{2}$) times their basic rate for all hours worked with a minimum credit of eight (8) hours. If the employee is required to work more than eight (8) hours on such a holiday, they shall be compensated at an additional one-half ($\frac{1}{2}$) times the basic rate, in addition to any other premiums or payments.

20.5 If the holiday falls on a scheduled day off, and the employee is required to work, they shall be paid as per Article 13 plus time and one-half ($1\frac{1}{2}$), in addition to any other premiums or payments, for a minimum credit of eight (8) hours.

20.6 Work on a statutory holiday shall be given to full time employees in that job classification on a fair and equitable basis, before being given to any other employees.

ARTICLE 21

Scheduling of Christmas and New Year's Holidays

21.1 When employees are scheduled to work between December 23 and January 2, those employees within the same job function shall be called in on a year-to-year rotational basis beginning with those employees with the least seniority.

21.2 Such scheduling shall not be a subject of a grievance.

ARTICLE 22

Vacations and Annual Leave

22.1 Employees shall be entitled to and shall receive an annual vacation with pay on the following basis:

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

(b) After an employee has worked for the Company for one (1) year, he/she shall earn annual leave at the rate of one and one quarter (1¼) days for each completed calendar month of employment up to a maximum of fifteen (15) working days.

(c) After an employee has worked for the Company for five (5) years, he/she shall earn annual leave at the rate of one and

two-thirds (1 2/3) days for each completed calendar month of employment up to a maximum of twenty (20) working days.

(d) After an employee has worked for the Company for fifteen (15) years, he/she shall earn annual leave at the rate of two and eight one hundredth (2 8/100) days for each completed calendar month of employment up to a maximum of twenty five (25) working days.

22.1.1 Vacation requests for June, July and August, if received by March 31st shall be granted based on seniority.

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

22.3 All portions of an Employee's vacation period up to and including three (3) weeks shall be scheduled consecutively unless requested otherwise by an employee and approved by the Company.

22.4 An employee may request to begin and end his/her annual leave in conjunction with his/her days off plus any additional days added because of paid holidays.

22.5 Upon termination of employment an employee (or their estate in case of death) shall receive accrued vacation pay at the rate earned. Comp time accumulated will be paid at the Employee's prevailing salary.

22.6 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.

22.7 An employee who through sickness or death in their immediate family cannot begin their holidays at the scheduled time shall be allowed to reschedule their vacation.

22.8 The Company will make every effort not to schedule an employee to work beyond 18:00 hours on the day prior to going on one (1) week or more of annual leave.

ARTICLE 23

Comp Time

23.1 Employees shall be entitled to take time off in lieu of overtime pay (comp time) on the following basis:

- (a) All comp time shall be credited at the overtime rate earned.
- (b) Comp time shall be taken at a time mutually agreeable to both the employee and manager. When a conflict develops between employees wishing to take comp time at the same time, the employee with the most seniority shall be given preference.
- (c) Employees shall be paid out, at their current rate, all hours in excess of forty (40) hours as at May 31 for each year of this Collective Agreement.

(d) Employees shall be paid out, at their current rate, for all hours in excess of forty (40) hours accumulated comp time as at date of ratification of this agreement.

ARTICLE 24

Traveling

- 24.1** The Company agrees to reimburse each employee for all authorized, approved, and/or justifiable expenses, including parking expenses, when travel is authorized by the Company.
- 24.2** It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory and he/she may at his/her discretion, decline to do so.
- 24.3** The Company agrees to supply employees with transportation or a vehicle when said employee performs his/her daily job function away from the Company premises and does not wish to use his/her own vehicle. The Company also agrees to maintain vehicles it owns or leases at a roadworthy level.
- 24.4** If an employee is authorized to use the employee's own automobile for transportation in connection with work related duties, the employee shall be compensated at a rate of thirty seven cents (37¢) per kilometre, with a minimum of three dollars and fifty cents (\$3.50) for each round trip or one-way trip to a location that would complete the employee's tour of duty.
- 24.5** When an employee on Company business using his/her own vehicle is involved in an accident resulting in damage to his/her car and the amount of damage cannot be recovered from any

other person or persons, the Company agrees to reimburse the employee to a maximum of \$250.00, such amount being regarded as the deductible amount on the employee's car insurance policy. Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

ARTICLE 25

Traveling Conditions

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

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

- (a) One (1) hour before the scheduled time of the common carrier departure until one (1) hour after the scheduled arrival of the common carrier.
- (b) From the time he/she leaves their normal place of employment when the employee has reported there before proceeding to travel.

(c) From the assigned hour of departure from their lodging when an employee is using overnight accommodation.

25.2 Time credited from the return journey under the above conditions will be computed in the same manner.

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

25.4 When an employee 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.

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

25.6 Any employee who works beyond 22:00 hours shall be provided with free taxi fare when no other form of personal

transportation is available. This does not apply to regularly scheduled employees who work beyond the 22:00 hours.

ARTICLE 26

Definition of Location and Location Expenses

26.1 Employees on remote assignments outside the City of Edmonton who do not require overnight accommodation shall receive a meal allowance for each meal to which they are entitled up to a maximum of sixty dollars (\$60.00), on the following basis:

Breakfast	\$12.70
Lunch	\$14.45
Dinner	\$22.85
Subsequent Meal	\$10.00

26.2 Employees on out of town assignments who require overnight accommodation shall receive an expense allowance of sixty dollars (\$60.00) per day or three dollars and forty cents (\$3.40) per hour for partial days up to a maximum of sixty dollars (\$60.00) to be paid prior to departure in the currency of the country to which they are traveling.

26.3 The company shall be responsible for booking each Employee's accommodation on out of town assignments. Each employee shall receive reasonable single occupancy at the Company's expense.

26.4 An advance to cover the estimated meal costs will be given to employees before departure.

26.5 The allowance mentioned in Article 26.2 shall be in addition to the following allowable expenses:

- (a) The cost of transportation, including chair or parlour seat, and when applicable, automobile mileage allowance.
- (b) The cost of taxis and limousine service between residence and station or airport at point of departure and return, and between station or airport and hotel at point of destination.
- (c) The rental of vehicles for the transport of equipment.
- (d) The cost of extra assistance in handling equipment.
- (e) The cost of faxes and long distance calls required for Company business.

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

26.7 When employees are traveling to northern locations (i.e. 60th parallel or above) all applicable Per Diem rates shall increase by twenty-five percent (25%).

26.8 Employees on location for two (2) or more days shall be allowed to make one personal telephone call up to a maximum of five (5) minutes per call. Each employee will be allowed a second telephone call for a five (5) minute duration if on location for a week. For subsequent location work each employee will be allowed a five (5) minute telephone call every second day.

26.9 Employees who are required to spend their days off out of town on remote assignments and do not work on said days shall receive an additional thirty one dollars and sixty cents (\$31.60) per day over and above the per diem outlined in 26.1.

ARTICLE 27

Seniority

27.1 Seniority Defined – Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

27.2 The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An updated seniority list shall be sent to the Union and posted on the Bulletin Boards as per Schedule "C" in January of each year.

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

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

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

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

ARTICLE 28

Job Postings

28.1 When a new position is created or when a vacancy of a temporary or permanent nature occurs which shall include the resignation of an incumbent inside the bargaining unit, the Company shall immediately notify the Union in writing. If the Company elects to fill the position, it shall post notice of the position on Bulletin Boards for a minimum of one week (7 calendar days), so that all members will know about the vacancy

or new position. However, vacancies arising from normal retirement shall be posted forty-five (45) days prior to the Employee's retirement date, with notification to the Union. The Company shall post such position within ten (10) days of the new position or vacancy occurring.

28.2 Information in Postings – Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift hours, job title, and group number, such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Once the posting procedure has been instituted, it must be completed through to naming the successful candidate.

28.3 The Company recognizes that employees are hired to perform in a regular job classification and will make every reasonable effort to assign employees in that classification.

28.4 An employee who applies for a vacancy or a new position within the bargaining unit and who possesses the necessary qualifications as posted, shall be appointed to the position within ten (10) days from the expiration of the posting period. In the event that more than one employee should apply and they all possess the necessary qualifications as posted, seniority shall govern the appointment to the position. An outside applicant will only be considered if no bargaining unit employee who possesses the necessary qualifications applies for the position.

28.5 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

The principal of promotion within the service of the Employer.

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

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

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

also be returned to his/her former position, wage or salary rate, without loss of seniority.

28.7 Notification to Employee and Union – Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on Bulletin Boards. The Employer shall provide an explanation and notification of any short-comings to all applicants who have been denied promotion or transfer. Such explanations will be available to the employee in writing, upon request.

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

28.9 Salary Administration

(a) When an employee is promoted into a higher pay classification he/she shall immediately move into the higher salary scale and shall receive a salary increase which is at least the equivalent of one full increment in his former group, plus the amount necessary to place him/her on scale in the new classification and shall automatically progress upward on the annual anniversary date, i.e. the date for anniversary increases shall not be affected by any change in classification.

(b) When an employee 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 shall receive the appropriate salary adjustment. The employee shall then automatically progress upward on the anniversary of employment.

ARTICLE 29**Upgrading**

29.1 Employees temporarily assigned to perform work in a supervisory position or another higher job classification for a period in excess of two (2) hours for the upgraded hours worked in a tour of duty shall be paid a premium of three dollars (\$3.00) per hour or the grid rate, whichever is greater, for each hour so worked.

- (a) At the time of such assignment an employee shall be advised of the temporary upgrading and this shall be recorded on the employee's time sheets.
- (b) The new position must have a higher level of responsibility and a higher salary.
- (c) The provisions of Article 29.1 shall not be used for the purpose of reducing the number of employees in the classification to which the employee is being upgraded.
- (d) It must be made clear by the employee's supervisor that the employee is assuming the full authority and full responsibilities of the position.

ARTICLE 30**Definition of Technological Change**

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

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

30.1 In the event that the Company introduces or 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.

30.2 Advance Notice – The Company will give the Union and any affected employees as much advance notice of technological change as is practical, but not less than one hundred twenty (120) calendar days. The Company shall state in writing the nature of the changes contemplated, the date on which the Company plans to effect the changes, and the number, type and location of employees likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized.

It is agreed that where a position is created as a result of technological change and/or a change of job functions results from technological change, such position shall fall under the jurisdiction of the bargaining unit unless otherwise agreed to by the two parties.

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

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

30.4 Should Technological Change result in a lay-off, refer to Article 31 herein.

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

Where an employee(s) is displaced due to Technological Change, he/she shall be entitled to exercise Bumping Rights as per Article 31. Further, such employee shall maintain Recall Rights as per Article 31. To obtain proficiency in his/her classification the employee(s) shall be given three (3) months after the date of re-engagement, which period may be extendible to six (6) months upon mutual agreement between the two parties. The employee

shall receive reasonable and adequate training during normal working hours and employees shall be paid at least the start rate within the classification. If the Company demonstrates that the employee has failed to show sufficient ability in the new position, the employment of the employee may be terminated.

ARTICLE 31

Lay-offs

31.1 Definition of Lay-Off – A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. This shall be described as a lack of work or a discontinuance of function.

31.2 Definition of Attrition – Attrition shall be defined as a reduction in the number of permanent bargaining unit positions through the process of normal retirement. Attrition can only occur when there is a lack of work or discontinuance of function.

31.3 Definition of bumping – Bumping shall be defined as the exercising of Seniority Rights to displace an employee with less Seniority Rights, providing the employees exercising this right has the skills, abilities and qualifications for the position.

31.4 Role of Seniority in Lay-offs

(a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the inverse order of their bargaining unit seniority.

(b) In the event of lay-offs, all casual employees and/or part-time employees who perform any of the functions of the targeted employees shall be laid off before any full time targeted employees are laid off. All staff with more seniority shall be offered the opportunity to receive severance pay under Article 31.9 to alleviate any lay-off of another employee.

31.5 Bumping

(a) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising their right is able to perform the work of the employee with less seniority. Factors to be considered for all bumping shall be seniority, job knowledge, skills, abilities and qualifications where an employee can demonstrate that he/she can perform the duties and functions of a particular bargaining unit position.

(b) The employee exercising his/her right to bump shall be given a two (2) week orientation/familiarization for the new position, if required.

(c) Employees who bump into a different classification shall retain recall rights to their former classification as outlined in Article 31.6 and further subject to the following:

(i) In the event an employee reverts and/or bumps to a lower wage group, he/she shall continue to receive his/her higher salary for up to three (3) months at which point the employee's salary shall be reduced to an amount equal to the closest equivalent rate in the lower wage group not in

excess of his/her previous rate and then such employee shall proceed on the scale in accordance with Article 35.

(ii) Employees who bump into 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.

(iii) Employees must declare their intent to bump within two (2) weeks of receiving layoff notice from the Company.

31.6 Recall Procedure – Employees shall be recalled in the order of their seniority. The Employer shall send a registered letter to the Employee's last known address containing the offer of recall. The letter shall contain all pertinent information as per Article 28.2. The offer of recall shall extend for fifteen (15) days from date of receipt. Laid off employees engaged in alternate employment and who are recalled, shall be permitted to give their current Employer reasonable notice of termination to accept the recall. For the purpose of this agreement, two (2) weeks is recognized as reasonable notice, unless otherwise mutually agreed to by both parties.

31.7 New Employees – New employees shall not be hired until those laid off have been given the opportunity of recall, as per Recall Procedure.

31.8 Advance Notice of Lay-Off – The Company shall consult with the Union with respect to any planned lay-off for the purpose of discussing possible means of mitigating the effects of such lay-off. Such consultation shall take place not less than three (3) working days prior to the Company notifying individual employees

of their lay-off. It is agreed that the consultation shall be deemed to be strictly confidential and as such, the proceedings shall not be disclosed to any other individual prior to the Company notifying the individual employee(s).

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

(a) Layoff Notice:

Length of Continuous Service	Notice of Pay in Lieu Thereof
After completion of probation or extension as per Article 2.6	4 weeks
After 3 years	5 weeks
After 10 years	6 weeks

(b) two (2) weeks severance pay for each completed year of service up to seven (7) years;

(c) three (3) weeks severance pay for each completed year of service beyond seven (7) years, to a maximum of fifty two (52) weeks;

(d) severance pay shall be based on the employee's base rate pay for the last month of work completed.

31.10 Recall Period

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

31.11 In the event of lay-offs, employees with less than one (1) year of continuous Company service shall receive three (3) weeks

notice or three (3) weeks severance pay plus accrued vacation pay.

ARTICLE 32

Discipline

- 32.1** The dismissal, demotion or discipline of a non-probationary employee shall be for just and sufficient cause. The employee shall be informed of the company's decision to discharge, demote or discipline him/her in writing.
- 32.2** An employee shall have the right to have a Union Representative present at any discussion with a Supervisor or Manager where the employee is to receive notice of dissatisfaction, suspension or termination.

ARTICLE 33

Reports on Performance

- 33.1** An employee shall be notified in writing, with a copy to the Secretary of the Union, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company immediately after the complaint or accusation is made. If this procedure is not followed, such expressions or dissatisfaction shall not become part of their record for use against them at any time.

33.2 The Employee's reply to such complaint or accusation if received within ten (10) working days after they have been given notice referred to in Article 33.1 above, shall become part of their record. If such reply is not received, it will not become part of their record for use by them at any time.

33.3 No report of an expression of dissatisfaction shall be used against an employee after two (2) years have elapsed and such report shall thereupon be removed from the Employer's files.

33.4 An Employee's personnel file shall be available and open to the employee for their inspection at any reasonable time during regular working hours.

33.5 The Employer agrees, in any matter relating to disciplinary action not to rely upon any document, the existence of which has not been drawn to the attention of the employee in accordance with the requirements of this Article.

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

ARTICLE 34

General Wage Provisions

34.1 The Company will pay salaries semi-monthly.

34.2 Payment of salaries shall be via an electronic funds transfer directly to the employee's bank account.

34.3 An employee who reports late for an assignment may be subject to a reduction in pay when such lateness is not due to circumstances beyond the control of the employee (e.g. extraordinary interruption). For purposes of determining the amount of reduction the Employee's total tour of duty may be reduced by the period of lateness calculated to the end of the quarter hour in which the lateness occurs.

ARTICLE 35

Salaries

35.1 Employees shall be paid according to the salary schedule of the classification to which they are assigned as set out in Article 35.4 of this Agreement, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

35.2 It is recognized that certain employees are receiving higher salaries than those specified in Article 35.4 of this Agreement and it is agreed that no employee shall suffer a loss of income as a result of the salary schedule set out in Article 35.4.

35.3 Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest to the employee's annual anniversary date of appointment. Notwithstanding the foregoing, part-time employees shall progress after completion of one thousand nine hundred fifty (1,950) hours worked or two thousand eighty (2,080) hours worked, whichever is applicable.

35.4 The following semi-monthly rates are minimum:

<u>Group 1</u>	<u>Receptionist</u>			
	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	704	722	740	760
Step 1	744	763	782	803
Step 2	854	875	897	922
Step 3	942	966	990	1017
Step 4	1008	1033	1059	1088
Step 5	1068	1095	1122	1153
Step 6	1208	1239	1270	1305
Step 7	1336	1369	1403	1442

<u>Group 2</u>	<u>Clerk; Shipper; Driver; Traffic Facilitator</u>			
	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	887	909	932	957
Step 1	937	960	984	1011
Step 2	1025	1051	1077	1107
Step 3	1107	1135	1163	1195
Step 4	1182	1211	1242	1276
Step 5	1259	1290	1322	1359
Step 6	1334	1367	1401	1440

Group 3 Sales Assistant; Secretary

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1118	1146	1175	1207
Step1	1181	1210	1241	1275
Step 2	1259	1290	1322	1359
Step 3	1335	1368	1402	1441
Step 4	1372	1407	1442	1482
Step 5	1410	1446	1482	1523
Step 6	1487	1524	1563	1606
Step 7	1563	1602	1642	1687

Group 4 Script Assistant; News Assistant; Television Assistant;
Senior Script Assistant

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1103	1130	1159	1191
Step 1	1165	1195	1224	1258
Step 2	1251	1282	1314	1350
Step 3	1305	1337	1371	1409
Step 4	1380	1414	1449	1489
Step 5	1430	1466	1502	1544
Step 6	1483	1520	1558	1601
Step 7	1535	1574	1613	1658
Step 8	1664	1705	1748	1796

Group 5 Scheduling Coordinator; Exec. Secretary; Traffic; Video Graphics Op.; Production Co-ordinator; Production Switcher; Production Facilitator; Studio Director; Business Affairs Co-ordinator; Senior Traffic; Audio; Senior Studio Director; Communications Coordinator; Senior Scheduling Coordinator; Senior Studio Director; Accounting Clerk

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1203	1233	1264	1299
Step 1	1270	1302	1334	1371
Step 2	1380	1414	1449	1489
Step 3	1453	1490	1527	1569
Step 4	1508	1545	1584	1628
Step 5	1611	1652	1693	1739
Step 6	1663	1704	1747	1795
Step 7	1720	1763	1807	1857
Step 8	1793	1838	1883	1935

Group 6 ENG Editor; Senior ENG Editor

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1307	1340	1373	1411
Step 1	1380	1414	1449	1489
Step 2	1453	1490	1527	1569
Step 3	1508	1545	1584	1628
Step 4	1611	1652	1693	1739
Step 5	1663	1704	1747	1795
Step 6	1720	1763	1807	1857
Step 7	1793	1838	1883	1935

Group 7 Camera; Senior Camera; Senior Audio; Lighting
Supervisor; Lighting/Grip Technician

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1294	1326	1359	1396
Step 1	1371	1406	1441	1481
Step 2	1447	1483	1521	1562
Step 3	1499	1536	1574	1618
Step 4	1555	1594	1634	1679
Step 5	1658	1700	1742	1790
Step 6	1714	1757	1801	1850
Step 7	1842	1888	1935	1988

Group 8 ENG Camera; Carpenter; Senior ENG Camera

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1302	1334	1368	1405
Step 1	1356	1390	1425	1464
Step 2	1430	1466	1502	1544
Step 3	1483	1520	1558	1601
Step 4	1535	1574	1613	1658
Step 5	1636	1677	1719	1766
Step 6	1691	1734	1777	1826
Step 7	1817	1863	1909	1962

Group 9 Senior Production Switcher; Maintenance Technician;
On-Air Operator; System Analyst; EFP Camera; EFP
Photography Director; Building Supervisor; Senior On-Air
Operator; Media Coordinator

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1328	1362	1396	1434
Step 1	1405	1440	1476	1517
Step 2	1483	1520	1558	1601
Step 3	1535	1574	1613	1658
Step 4	1587	1626	1667	1713
Step 5	1691	1734	1777	1826
Step 6	1741	1785	1830	1880
Step 7	1870	1916	1964	2018

Group 10 Promotion Writer/Producer; Senior Video Graphics
Operator; Graphic Designer; Program Co-ordinator

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1305	1337	1371	1409
Step 1	1356	1390	1425	1464
Step 2	1430	1466	1502	1544
Step 3	1483	1520	1558	1601
Step 4	1535	1574	1613	1658
Step 5	1636	1677	1719	1766
Step 6	1691	1734	1777	1826
Step 7	1817	1863	1909	1962

Group 11 Edit Services; News Producer; Senior Program Coordinator; Writer Producer Retail; Director of Photography; Reporter 1; Production Facilitator/Key Grip

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1381	1415	1451	1490
Step 1	1455	1492	1529	1571
Step 2	1535	1574	1613	1658
Step 3	1587	1626	1667	1713
Step 4	1691	1734	1777	1826
Step 5	1764	1808	1853	1904
Step 6	1870	1916	1964	2018
Step 7	1924	1972	2021	2077
Step 8	1983	2033	2084	2141

Group 12 Senior Maintenance Technician; Senior Producer/Director; Producer Director; Commercial Writer Producer Supervisor; Technical Services Supervisor; Traffic Supervisor; Creative Services Supervisor; Supervising Technician; Commercial Production Supervisor

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1504	1541	1580	1623
Step 1	1587	1626	1667	1713
Step 2	1630	1670	1712	1759
Step 3	1766	1810	1855	1907
Step 4	1842	1888	1935	1988
Step 5	2063	2115	2168	2227
Step 6	2156	2209	2265	2327

Group 13 Assignment Editor; Senior News Sports Reporter; News Sports Reporter

	<u>Dec 1/03</u>	<u>Jun 1/04</u>	<u>Jun 1/05</u>	<u>Jun 1/06</u>
Start	1414	1450	1486	1527
Step 1	1491	1529	1567	1610
Step 2	1608	1648	1690	1736
Step 3	1723	1766	1810	1860
Step 4	1958	2007	2057	2113
Step 5	2073	2124	2177	2237
Step 6	2190	2245	2301	2365
Step 7	2309	2367	2426	2493

35.5 The semi-monthly rates as set forth in the collective agreement, effective December 8, 2003 shall continue in effect until May 31, 2007.

35.5.1 Wage Increases

December 1, 2003 to May 31, 2004:

- (a) Increase all salary scales by a percentage increase of two and one-half (2.5%) percent.
- (b) Annual salary increment increases to continue to be paid to all eligible employees during the period.
- (c) An employee who is currently being paid a salary above the top of his/her salary scale will receive a salary increase (added to his/her salary) of two and one-half (2.5%) percent computed against the top of his/her actual salary scale.

June 1, 2004 to May 31, 2005:

- (a) Increase all salary scales by an additional percentage increase of two and one half (2.5%) percent.
- (b) Annual salary increment increases to continue to be paid to all eligible employees during the period.
- (c) An employee who is currently being paid a salary above the top of his/her salary scale will receive a salary increase (to be added to his/her salary) of two and one half (2.5%) percent computed against the top of his/her actual salary.

June 1, 2005 – May 31, 2006:

- (a) Increase all salary scales by an additional percentage increase of two and one half (2.5%) percent.
- (b) Annual salary increment increases to continue to be paid to all eligible employees during the period.
- (c) An employee who is currently being paid a salary above the top of his/her salary scale will receive an additional salary increase (to be added to his/her salary) of two and one half (2.5%) percent computed against the top of his/her actual salary.

June 1, 2006 – May 31, 2007:

- (a) Increase all salary scales by an additional percentage increase of two and three quarters (2.75%) percent.

- (b) Annual salary increment increases to continue to be paid to all eligible employees during the period.
- (c) An employee who is currently being paid a salary above the top of his/her salary scale will receive an additional salary increase (to be added to his/her salary) of two and three quarters (2.75%) percent computed against the top of his/her actual salary.

NOTE: Unlike in past years, an employee who is being paid a salary above his/her salary scale shall receive the above mentioned salary increases calculated against the maximum of his/her salary scale, which amounts shall be added to the employee's actual salary.

35.6 Classifications – Senior Designations – All senior designations are a combination of the following criteria:

- (a) Proven ability to perform the position (could be current or past work, such as inside the Company or experience in previous employment).
- (b) Responsible for training of new staff due to the senior employees job knowledge and experience.
- (c) Excelling in a current position, and seeking additional work from their Manager.
- (d) All senior positions have a greater responsibility and are fully accountable for the work they perform.

- (e) Some leadership is also expected of a senior employee.
- (f) Employees are promoted to senior designations who consistently meet Company standards and are awarded at the Managers discretion. An employee can be employed for a long term in the same position and not have a senior designation – "Leadership, Responsibility, Experience, Accountability and Performance" are the key factors in all senior designations.

ARTICLE 36

Compassionate Leave

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

ARTICLE 37**Maternity Leave and Paternity Leave**

37.1 Maternity leave will be in accordance with the provisions of the Canada Labour Code which may be amended from time to time. The Company and the Union will make the current Canada Labour Code available to the employees.

37.2 Where working conditions may be hazardous to an unborn child or to the pregnant employee, such conditions shall be modified or the employee shall be transferred to another position as per the Canada Labour Code.

37.3 An employee who has been granted a return to work may have all credits bridged in accordance with the terms of this Agreement provided the employee returns to work no later than the end of the prescribed leave period.

37.4 Vacations will be awarded as per terms of this Agreement.

37.5 An employee who has been granted Maternity leave shall have the option of maintaining existing benefits. If benefits are maintained, the employee shall authorize the Company to deduct from her final cheque the necessary funds required to cover all contributions (as per Article 44) to Medical/Dental and Group Insurance for the whole period of Maternity leave.

37.6 Male employees with one or more years of service shall be granted three (3) days paid Paternity Leave at the time of birth or adoption of a child. Under special circumstances, a request of additional leave will be considered.

37.7 Where an employee seeks leave due to adoption, the foregoing provision shall apply.

ARTICLE 38

Other Leave

38.1 The Company will grant sufficient time to an employee for medical, dental, and eye appointments where a minimum of one (1) days notice is given. The Company will make every effort to accommodate the Employee's requests where the one (1) day notice is impossible. Requests for adequate time to attend funerals will also be considered.

38.2 When circumstances dictate, an employee may request leave for the purpose of attending to the illness of their child.

ARTICLE 39

Jury Duty

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

ARTICLE 40**Job Sharing**

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

ARTICLE 41**Educational Leave**

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

ARTICLE 42**Union Leave**

42.1 Upon request by the Union, the Company will release without loss of pay or other benefits, up to two (2) employees named by the Union to attend grievance meetings and four (4) employees for negotiation meetings.

42.2 Subject to operational requirements, leave without pay will be granted by the Station Manager or designate to any employee duly authorized to represent employees in order to attend local executive board meetings, labour conventions or educational seminars. Authorization shall not be unreasonably withheld. A

request for such leave shall be submitted in writing at least fifteen (15) days in advance. Such leave shall not exceed five (5) working days.

42.3 Subject to operations requirements and provision of reasonable advance notice in writing, leave without pay shall be granted to an employee named by the Union to conduct Union business not covered by Articles 42.1 and 42.2 above.

42.4 Leave provided for under Article 42 shall not constitute a break in continuity of service in the computation of seniority or other benefits under this Agreement.

ARTICLE 43

Non-discrimination for Union Activities

43.1 The Company shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or the exercising of any rights associated with membership in the Union. The Company shall not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union.

43.2 It is agreed by the parties that there shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital status, family relationship, nationality, ancestry, place of origin, place of residence, political or religious affiliation or beliefs, sexual preference or orientation, or mental or physical disability.

ARTICLE 44**Existing Benefits**

44.1 The Company recognizes that employees covered by this Agreement enjoy certain benefits and privileges referred to herein, and agrees not to alter or change these practices without the Agreement of the Union. The Company further agrees that there shall be no reduction in pay by reason of the implementation of this Agreement nor shall the Company alter a classification for the sole purpose of avoiding a pay increase.

44.2 The Company will pay fifty percent (50%) of all premiums during the first (1) year of a full time Employee's employment and seventy-five percent (75%) of all premiums thereafter in respect to the Insurance Benefits listed in this clause. The employee will pay the balance of all such premiums and costs.

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

The Benefits are:

For Employees

Life Insurance

Accidental Death and Dismemberment

Weekly Income Insurance

Long-Term Disability Insurance

For Employees and Dependants

Major Medical Health Insurance

Alberta Health Care

Dental Care Insurance

ARTICLE 45**Benefits**

45.1 The benefits referred to in Article 44.2 that are currently in effect will not be altered during the term of this Agreement without the Union ratifying this change prior to it becoming operative.

45.2 Notwithstanding Article 44.1 the Company is entitled to alter the insurance carrier as determined from time to time by the Company so long as the benefits and conditions are not affected thereby.

45.3 A brochure outlining the insurance plan in Article 44.2 will be made available to all eligible employees.

45.4 The actual benefit coverage will be governed by the insurance contracts in place.

45.5 All employees, as defined in 2.3 (a) are eligible to join the Pension Plan and monthly contributions shall be made by both the employee and the Company. It is agreed that two (2) members of the Union and two (2) representatives of the Company shall convene and review this Agreement's terms and conditions. The Pension Plan shall be annexed hereto as Schedule "B".

The Company agrees to match the employee's contribution up to but not exceeding those levels described above.

ARTICLE 46

No Strike Clause

46.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in 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 47

No Strike Breaking

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

as is necessary to ensure the continuous and uninterrupted transmission of the Company's broadcasts.

ARTICLE 48

Grievance Procedure

- 48.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 48.2** The parties recognize that the Canada Labour Code provides that any employee may present their personal grievance to their Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Article on grievance procedure.
- 48.3** (a) If any difference concerning interpretation, application, operation or alleged violation of this Agreement arises between the parties or persons bound by this Agreement, those parties and persons shall meet and endeavour to resolve the difference within seventy-two (72) hours from the initial meeting, exclusive of any hardship caused by annual leave, statutory holidays, sick leave, or the Employee's awareness of the event.
- (b) If the Company, employee, or Union feels there is a justifiable grievance, the grievance must be initiated in writing within fifteen (15) working days exclusive of annual leave, statutory holidays, or sick leave from the event, or the Employee's awareness of the event, giving rise to the grievance.

- (c) In the event the two parties fail to resolve the grievance at step (b) either party may request that a grievance be heard by an Arbitrator. When either party makes this request in writing, then both parties will select a mutually acceptable Arbitrator within five (5) days.

If the two parties cannot agree upon an Arbitrator within ten (10) days, an Arbitrator shall be selected by lot from the Arbitrator roster as published by the Alberta Labour Relations Board, Mediation Services.

- (d) In the resolving of any grievance, both parties agree the Arbitrator's decision shall be final and binding. The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties, or dispose of a grievance by any arrangement which it deems just and equitable.

- (e) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

- (f) Each party shall pay one-half ($\frac{1}{2}$) the fees and expenses of the Arbitrator.

- (g) The time limits fixed in both the Grievance and Arbitration procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but are intended as a guideline for the two parties.

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

ARTICLE 49

Duration of Agreement

49.1 This Agreement shall commence on December 8, 2003 and shall remain in force until May 31, 2007 and from year to year thereafter, unless either party notifies the other by registered mail, not less than thirty (30) days and not more than one hundred twenty (120) days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement.

49.2 If neither party gives notice of a desire to negotiate a new Agreement as provided for in Article 49.1 above, this Agreement shall be automatically renewed for a further period of one (1) year and from year to year thereafter.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this eighth day of December, 2003.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA	CITV AND CANWEST STUDIOS, DIVISIONS OF GLOBAL TELEVISION NETWORK INC.
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_____	_____
_____	_____

Schedule "A"

Dear _____,

This letter will confirm the Agreement between you, _____ ("employee") and CITV ("Employer") with respect to your employment as a General News Reporter/Sports Reporter at a monthly salary of \$_____. The following is a brief summary of the terms of employment.

1. The employee will report directly to the News Director on an overall basis and the Assignment Desk on a daily basis.
2. The employee and the Employer will each require two (2) weeks notice of any termination of employment.
3. The employee will be a member of the Union and shall be entitled to the benefits of the Collective Agreement except where this Agreement (Schedule A) supersedes and amends the collective Agreement.
4. Employees, working in excess of eight (8) hours per day, or forty (40) hours per week will be paid as per the Collective Agreement. All overtime will be authorized by a representative of Management in advance.
5. Employees shall be entitled to take time off in lieu of overtime pay (Comp Time) which will be credited at the overtime rate. Comp Time shall be taken at a time mutually agreeable to both the employee and the Employer.

- (i) Employees shall be considered self-scheduling and will not be subject to the posting of schedules, change of start time, upgrading and meal displacement articles of the Collective Agreement.
- (ii) Employees working Statutory Holidays will be entitled to all the benefits under the Collective Agreement.
- (iii) Salary reviews are carried out on an annual basis with adjustments made every June 1.
- (iv) Commencement date: _____.

The terms of this Agreement will be subject to review annually between employee and Employer.

Finally, it is a condition of employment for all General News Reporting/Sports Reporting staff to maintain a positive public image and always represent the Company's best interest in relationships with the public. We look forward to a long and mutually beneficial relationship.

We would appreciate it if you would sign both copies of this Agreement and return one copy to our attention as soon as possible. The other copy is to be retained for your records.

CITV
per: _____
News Director

I ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS
OF THIS AGREEMENT AS OF _____ DAY OF
_____ 200__.

(Signature)

Schedule "B"**PENSION PLAN SYNOPSIS**

Employees of CITV and CanWest Studios may join the CW Shareholdings Inc. Retirement Plan for former Allarcom employees after completion of three (3) months service. The plan is a money purchase plan to which the employee contributes four percent (4%) of earnings and the Company contributes four percent (4%) of earnings for the duration of this Agreement.

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

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

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

The termination and pre-retirement death benefits are determined by the amount of the employee contributions accumulated with interest and the vested portion of Company contributions accumulated with interest.

LETTER OF UNDERSTANDING**Re: Transfer of Work**

Notwithstanding any other provisions of the Collective Agreement, where the Company transfers or assigns bargaining unit work to a Global facility or to any CanWest print media facility, and where this results in the direct or indirect displacement of bargaining unit employees, said employees shall retain bumping rights in accordance with Article 31.5. In addition to the foregoing the following provisions shall apply:

1. Where there is mutual agreement between the Company and the employee, one of the following options 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 shall 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. In the event this option becomes available, the hiring decision shall be by the related Company and the terms and conditions of employment shall be as established by the related Company.

2. Where mutual agreement with respect to item 1 above cannot be achieved, the employee affected shall receive the following severance package:

- (a) three (3) months notice or three (3) months pay in lieu of notice;
- (b) a severance payment of four (4) weeks per year of service, pro-rated for a partial year of service, to a maximum of seventy-eight (78) weeks.

- 3. The severance set out in item 2 above shall be offered to those employees affected with the first right of refusal to the department affected on a seniority basis.
- 4. It is understood that employees who accept the severance package set out in item 2 above and for the relocation option as set for the in Item 1 (b) shall relinquish all re-engagement rights and re-call rights and shall be considered terminated.

Dated at Edmonton, this eighth day of December, 2003.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA	CITV AND CANWEST STUDIOS, DIVISIONS OF GLOBAL TELEVISION NETWORK INC.
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_____	_____
_____	_____

Conditional Student Placement Letter

CITV

Re: Student Practicum Placements

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

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

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

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

necessary, the Union shall place additional conditions on future placements.

Company Representative

Union Representative

Student's Supervisor

Student Signature

Start Date

End Date

Date: