

COLLECTIVE AGREEMENT

Between:

**0859291 B.C. Ltd.
CHEK MEDIA GROUP Ltd.**



And:



August 31, 2018 to August 31, 2021

TABLE OF CONTENTS

ARTICLE 1— PURPOSE 8

 1.1 PURPOSE OF THE AGREEMENT..... 8

 1.2 OBSERVANCE OF THE COLLECTIVE AGREEMENT 8

ARTICLE 2 — DEFINITION OF THE BARAGINING UNIT 8

 2.1 SOLE BARGAINING AGENT 8

ARTICLE 3 — EMPLOYEE OWNERS..... 9

 3.1 DEFINITION OF AN EMPLOYEE-OWNER 9

 3.2 CORE CHARACTERISTIC OF THE COMPANY 9

 3.3 ACTIVE PARTICIPANTS IN THE COMPANY..... 10

 3.4 JUMC TERMS OF REFERENCE..... 10

ARTICLE 4 — EMPLOYEE OWNER CATAGORIES 11

 4.1 PROBATION PERIOD 11

 4.2 EMPLOYEE-OWNER CATEGORIES 11

 4.3 PART-TIME EMPLOYEE-OWNERS 11

 4.4 APPLICABILITY OF THIS AGREEMENT TO PART-TIME EMPLOYEE-OWNERS 12

 4.4.1 EXCLUSION OF 4.4 12

 4.4.2 OFFERING WORK TO PART-TIME EMPLOYEE-OWNERS 12

 4.4.3 WORK REFUSALS 13

 4.5 PART-TIME REGULAR EMPLOYEE-OWNERS 13

ARTICLE 5 — MANAGEMENT RIGHTS 14

 5.1 MANAGEMENT RIGHTS..... 14

 5.2 NO CONFLICT WITH THIS AGREEMENT 14

ARTICLE 6 — NO STRIKE BREAKING 14

 6.1 NO STRIKE BREAKING 14

ARTICLE 7 UNION DUES 14

 7.1 MEMBERSHIP IN GOOD STANDING 14

 7.2 REQUIREMENT TO PAY DUES 14

 7.3 DISCHARGE FOR FAILURE TO PAY DUES..... 15

 7.4 DEDUCTION SCHEDULE 15

 7.5 EMPLOYER TO REMIT 15

ARTICLE 8 — NO DISCRIMINATION..... 15

 8.1 NO DISCRIMINATION FOR UNION ACTIVITY 15

 8.2 NO DISCRIMINATION FOR INACTION 15

 8.3 EMPLOYMENT CONDITION 15

ARTICLE 9 - NOTIFICATION..... 16

 9.1 NOTIFICATIONS 16

 9.2 INFORMATION TO BE FORWARDED 16

 9.3 WRITTEN NOTICE 16

 9.4 PROVISIONS OF THE AGREEMENT IN WRITING..... 16

 9.5 PAY RATE NOTIFICATION..... 16

 9.6 WEEKLY NOTIFICATION..... 16

ARTICLE 10 — UNION LEAVE.....	16
10.1 LEAVE FOR UNION ACTIVITIES	16
10.2 NOTICE.....	16
ARTICLE 11— UNION ACCESS TO PREMISES.....	17
11.1 ACCESS TO EMPLOYER PREMISES.....	17
ARTICLE 12 — OUTSIDE EMPLOYMENT.....	17
12.1 OUTSIDE EMPLOYMENT	17
ARTICLE 13 — NO STRIKE OR LOCKOUT	17
13.1 NO STRIKE OR LOCKOUT	17
ARTICLE 14 — UNION ACTIVITIES IN THE WORKPLACE	17
14.1 AVAILABLE INFRASTRUCTURE	17
14.2 STORAGE	17
14.3 MEETING SPACE.....	18
ARTICLE 15 — SENIORITY.....	18
15.1 SENIORITY DEFINED	18
15.2 SENIORITY APPLIED	18
ARTICLE 16 — INTERRUPTION OF SERVICE.....	18
16.1 TERM OF LEAVE AND SENIORITY RETENTION	18
16.2 UNBROKEN SERVICE	18
16.3 RETURN AFTER 1 YEAR	18
16.4 SENIORITY LOST.....	18
ARTICLE 17 — PROMOTIONS HIRING AND TRANSFERS.....	19
17.1 PROMOTIONS	19
17.2 RULES AROUND PROMOTIONS	19
17.3 MOVE OUTSIDE THE BARGAINING UNIT	19
17.4 DUTIES OUTSIDE REGULAR DUTIES	20
17.5 SALARY ON PROMOTION	20
17.6 OVER SCALE AND PROMOTION	20
17.7 POSTING OF POSITIONS.....	20
ARTICLE 18 — UPGRADING.....	20
18.1 TEMPORARY ASSIGNMENT	20
18.2 EXCLUSIONS	21
18.3 DURATION	21
18.4 COMBINATIONS OF DUTIES	21
18.5 TRAINING.....	21
ARTICLE 19 — DISCIPLINE AND DISMISSAL	21
19.1 DISCIPLINE IN WRITING	21
19.2 WRITTEN REPLY TO DISCIPLINE	22
19.3 ACCESS TO PERSONNEL FILE	22
19.4 PERSONNEL FILE REVIEW	22
19.5 JUST AND REASONABLE CAUSE	22
19.6 GROSS MISCONDUCT	22
19.7 RESIGNATION.....	22

ARTICLE 20 — LAY-OFF	23
20.1 LAY-OFF	23
20.2 VOLUNTARY LAY-OFF	23
20.3 BUMPING.....	23
20.4 RATE UPON BUMPING DOWN	23
20.5 RATE UPON BUMPING UP.....	24
20.6 RECALL TO FORMER CLASSIFICATION.....	24
20.7 TIME FRAME ON NOTICE TO BUMP	24
20.8 SEVERANCE AND VACATION PAY IN LIEU OF NOTICE.....	24
20.9 AMOUNTS OF SEVERANCE PAY	24
20.10 SEVERANCE PAY APPLIED.....	24
20.11 BENEFITS ON LAY-OFF	25
20.12 OVERTIME VERSUS LAY-OFF	25
20.13 VACANCIES AND LAID OFF EMPLOYEES.....	25
20.14 RED-CIRCLING	25
20.15 RETENTION OF STATUS	25
ARTICLE 21— RE-ENGAGEMENT AND RECALL	26
21.1 RE-ENGAGEMENT.....	26
21.2 FAILURE TO REPORT.....	26
21.3 RECALL AND SENIORITY	26
21.4 CONVERSION FORMULA	26
21.5 RE-CALCULATION OF SENIORITY.....	27
21.6 COMPANY RESPONSIBILITY FULFILLED.....	27
ARTICLE 22 — DUTIES AND RESPONSIBILITIES	27
22.1 ASSIGNMENT OF WORK	27
22.2 NO TRANSFER OF DUTIES	27
22.3 NEW SERVICES AND EXPERTS.....	27
22.4 OCCASIONAL USE OF SPECIALISTS.....	27
22.5 OCCASIONAL USE OF NON-BARGAINING UNIT PERSONNEL.....	28
22.6 NO DISPLACEMENT OF BARGAINING UNIT MEMBERS	28
22.7 22.5 NOT USED TO SHRINK BARGAINING UNIT	28
22.8 SKILLS DEVELOPMENT.....	28
22.9 ARTICLE 22 EXCEPTION.....	28
ARTICLE 23 — AIR CREDITS AND UNION SEAL.....	29
23.1 UNION LOGO.....	29
23.2 OTHER CREDITS.....	29
ARTICLE 24— WAIVERS	29
24.1 NO WAIVER OF AGREEMENT.....	29
24.2 REQUEST FOR WAIVER TO BE IN WRITING.....	29
ARTICLE 25 — TECHNOLOGICAL CHANGE	30
25.1 NEW TECHNOLOGY	30
25.2 TIME FRAME ON TECHNOLOGICAL IMPACT.....	30
25.3 LAY-OFF DUE TO TECHNOLOGY	30
25.4 TECHNOLOGICAL CHANGE NOTIFICATION	30
25.5 JOINT DISCUSSIONS AND COMMUNICATIONS.....	30
ARTICLE 26 — GRIEVANCE PROCEDURE.....	31

26.1	GRIEVANCE DEFINED	31
26.2	GRIEVANCE CONSIDERED	31
26.3	GRIEVANCE PROCEDURE	31
26.4	NO POWER TO AMEND	32
26.5	DISMISSAL FILED AT STEP 4.....	32
26.6	TIME LIMITS	33
26.7	NO LOSS OF PAY	33
ARTICLE 27 — PAY RATES		33
27.1	PAY RATES	33
ARTICLE 28 — SALARY GROUPS		35
28.1	SALARY GROUPS.....	35
ARTICLE 29 — GENERAL WAGE PROVISIONS.....		37
29.1	RATES TO BE PAID.....	37
29.2	PROGRESSION	37
29.3	PAY DATES	38
29.4	T-4 SLIPS	38
29.5	TIME SLIPS	38
29.6	OVERTIME TO BE AUTHORIZED	38
29.7	LATE REPORTS — EARLY DEPARTURE	38
29.8	OVERTIME AND PREMIUMS PAID	38
ARTICLE 30 — WORK WEEK		38
30.1	FULL TIME DEFINED	38
30.2	VARIATIONS ON A WORK WEEK	38
30.3	PART TIME SHIFTS	39
30.4	NO SPLIT SHIFTS.....	39
30.5	SPECIFICATIONS OF SHIFTS UPON HIRE.....	39
30.6	MIDNIGHT BENCHMARK	39
ARTICLE 31— HEALTH AND SAFETY		39
31.1	RESPONSIBILITY FOR HEALTH AND SAFETY	39
31.2	RESPONSIBILITY TO ADHERE	39
31.3	REASONABLE SAFETY MEASURES.....	40
31.4	ASSISTANCE UPON REQUEST	40
31.5	TRANSMITTING MASTS.....	40
ARTICLE 32 — POSTING OF SCHEDULES.....		40
32.1	WORK SCHEDULE TO BE POSTED.....	40
32.2	DAYS OFF INDICATED	40
32.3	NO REDUCTIONS WITHOUT NOTICE.....	40
32.4	CHANGE OF DAYS OFF	40
ARTICLE 33 — CHANGE OF START TIME.....		41
33.1	CHANGE OF START TIME.....	41
ARTICLE 34 — DAYS OFF		41
34.1	DAYS OFF DEFINED	41
34.2	EXTRA DAY OFF	41
34.3	2 CONSECUTIVE DAYS OFF	41
34.4	EXCLUSIONS TO ARTICLE 34.3	42

34.5	WORK WEEK NEED NOT BE CONSECUTIVE DAYS.....	42
34.6	DAYS OFF AND A STATUTORY HOLIDAY.....	42
ARTICLE 35 — WORK ON DAY OFF		42
35.1	REFUSAL OF WORK AND REVERSE ORDER OF SENIORITY	42
35.2	NOTICE OF CANCELLATION.....	42
ARTICLE 36 — MEAL PERIODS.....		43
36.1	MEAL PERIODS.....	43
36.2	SPECIAL EVENTS	43
36.3	NO MEAL BREAK TAKEN	43
ARTICLE 37 — BREAK PERIODS.....		44
37.1	REST BREAKS	44
ARTICLE 38 — OVERTIME.....		44
38.1	REFUSAL OF OVERTIME	44
38.2	SHIFT EXTENSION	44
38.3	NO PENALTY.....	44
38.4	COMPENSATION FOR OVERTIME	44
38.5	TIME OFF IN LIEU	44
ARTICLE 39 — CALL BACK		45
39.1	CALL-BACK DEFINED	45
39.2	TIMING OF CALL-BACK.....	45
39.3	HAVING LEFT THE PLACE OF WORK.....	45
39.4	LEGITIMATE REASON	45
39.5	ASSIGNMENT BY REVERSE ORDER OF SENIORITY	45
39.6	PROXIMITY OF EQUIPMENT.....	45
39.7	CALL-BACK — 4PM & MIDNIGHT	45
39.8	ON-CALL PREMIUM	45
ARTICLE 40 — TURN AROUND PERIOD		46
40.1	TURN-AROUND DEFINED	46
40.2	TURN-AROUND PREMIUMS.....	46
40.2	RECAP.....	46
40.3	NO PAY ON ENCROACHMENT'S.....	46
40.4	NEGOTIATIONS AND GRIEVANCE MEETINGS	46
40.5	SWING-IN SHIFT	46
40.6	RELEASED PRIOR TO SCHEDULED FINISH TIME	47
ARTICLE 41— NIGHT DIFFERENTIAL.....		47
41.1	NIGHT DIFFERENTIAL.....	47
ARTICLE 42 — AUTOMOBILE EXPENSES.....		47
42.1	AUTOMOBILE EXPENSES.....	47
42.2	MILEAGE RATE.....	47
42.3	ACCIDENTS.....	47
42.4	AUTO-INSURANCE	47
42.5	PERSONAL VEHICLE DECLINED.....	48
42.6	COMPANY VEHICLE POLICY.....	48
ARTICLE 43 — TRAVEL CONDITIONS.....		48

43.1	TRAVEL TIME AS PAID TIME	48
43.2	DEPARTURE FROM HOME	48
43.3	TRAVEL TIME CONSIDERED	48
43.4	NORMAL PLACE OF EMPLOYMENT.....	48
43.5	OVERNIGHT	48
43.6	FIRST 8 HOURS OF TRAVEL.....	48
43.7	TIME ZONES — SLEEPING FACILITIES.....	48
43.8	TURN-AROUND AND TRAVEL.....	49
43.9	RETURN JOURNEY	49
43.10	LIABILITY INSURANCE	49
43.11	REMOTE LOCATION	49
ARTICLE 44 — REMOTE EXPENSES.....		49
44.1	REMOTE EXPENSES	49
ARTICLE 45 — VACATIONS.....		49
45.1	ANNUAL VACATION.....	49
45.2	STATUTORY HOLIDAY ON VACATION	50
45.3	VACATION TO COMMENCE UPON REQUEST	50
45.4	VACATION SCHEDULING.....	50
45.5	VACATION PREFERENCE	50
45.6	CONSECUTIVE WEEKS OFF	51
45.7	VACATION PAY EARNED AND PAID	51
45.8	VACATION DEFERRAL	51
45.9	LEAVE WITHOUT PAY	51
ARTICLE 46 — STATUTORY HOLIDAYS		51
46.1.	STATUTORY HOLIDAYS.....	51
46.2	STATUTORY HOLIDAY AND SUNDAYS.....	52
46.3	STATUTORY ON A SCHEDULED WORK DAY.....	52
46.4	WORKING ON A STATUTORY HOLIDAY AND PAY RATE	52
46.5	DAY OFF WITH PAY	52
46.6	ALTERNATIVES TO 46.2 AND 49.6	52
46.7	TIME NOT CONSIDERED VACATION	53
ARTICLE 47 — SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS.....		53
47.1	HOLIDAY SEASON SCHEDULING	53
47.2	HOLIDAY SCHEDULE POSTED.....	53
47.3	NORMAL SHIFT PATTERNS AFFECTED BY HOLIDAYS.....	53
ARTICLE 48 — ILLNESS AND INJURY.....		54
48.1	ILLNESS AND INJURY.....	54
48.2	SHORT TERM DISABILITY	54
48.3	ABSENCE AND VACATION.....	54
48.4	ILLNESS OR INJURY WHILE ON VACATION	55
ARTICLE 49 — HEALTH AND WELFARE PLANS		55
49.1	HEALTH AND WELFARE BENEFITS	55
49.2	NO CHANGE IN BENEFITS.....	55
49.3	REVIEW OF THE PLAN	55
ARTICLE 50 — COMPASSIONATE, EMERGENCY AND MEDICAL LEAVE		56
50.1	COMPASSIONATE CARE LEAVE.....	56

50.2	TRAVEL TIME	56
50.3	MEDICAL & DENTAL APPOINTMENTS	56
ARTICLE 51— PATERNITY LEAVE		56
51.1	PATERNITY LEAVE	56
ARTICLE 52 — MATERNITY LEAVE		57
52.1	CHILD CARE LEAVE.....	57
52.2	RETURN TO WORK	57
52.3	PRORATION	57
ARTICLE 53 —JURY DUTY AND COURT APPEARANCE		58
53.1	JURY DUTY AND COURT APPEARANCE	58
ARTICLE 54— EDUCATION AND SEMINARS.....		58
54.1	EDUCATION AND SEMINARS	58
54.2	FIRST AID COURSES & CERTIFICATION	58
54.3	PAY FOR ATTENDANCE	59
ARTICLE 55 — CLOTHING AND GROOMING ALLOWANCE		59
55.1	CLOTHING AND GROOMING ALLOWANCE	59
ARTICLE 56— EXISTING BENEFITS.....		59
56.1	EXISTING BENEFITS	59
ARTICLE 57 DURATION OF AGREEMENT		60
57.1	DURATION OF AGREEMENT.....	60
57.2	AGREEMENT IN FULL FORCE AND EFFECT.....	60
LETTER OF UNDERSTANDING #1		62
RE:	PROFESSIONAL ACTIVITIES.....	62
LETTER OF UNDERSTANDING #2		64
RE:	ANCHOR CONTRACTS	64
LETTER OF UNDERSTANDING #3		66
RE:	TRAINING WAGE	66
LETTER OF UNDERSTANDING #4 - 2018		67
RE:	CURRENT EMPLOYEES.....	67
LETTER OF UNDERSTANDING #5 - 2018		70
RE:	CONVERSION TO PART TIME	70

Parties

This Agreement is made and entered into this Collective Agreement

Between:

0859291 B.C. Ltd.

CHEK MEDIA GROUP Ltd.

Hereinafter referred to as "The Company"

Party of the First Part

And:

UNIFOR Local M-1,

Hereinafter referred to as "The Union"

Party of the Second Part

ARTICLE 1— PURPOSE

1.1 Purpose Of The Agreement

It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and respect between the Company and its employee-owners to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties, and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

1.2 Observance Of The Collective Agreement

To this end, the Union agrees that it will cooperate with the Company in the observance of the provisions of this agreement and of the company's regulations pertaining to employee-owners, and to maintain at all times in its negotiations with the company and in its discussions with individual employee-owners the concept that each employee-owner shall give a fair return of service.

ARTICLE 2 — DEFINITION OF THE BARAGINING UNIT

2.1 Sole Bargaining Agent

The Company recognizes the Union as the exclusive bargaining agent for all individuals employed in the Unit defined by the Canada Labour Relations Board in its decision of June 10th 2010 certifying Unifor and any amendments thereto as mutually agreed by the parties, or as ordered by the *Canada Industrial Relations Board* or in any of the positions listed in the wage schedule in this contract.

2.2 Collective Bargaining

The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all individuals as set out in 2.1.

ARTICLE 3 — EMPLOYEE OWNERS

3.1 Definition Of An Employee-Owner

The term "employee-owner" as used in the agreement shall mean any person employed in a classification included within the bargaining unit referred to in Article 2.1.

It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit.

Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the *Canada Industrial Relations Board*.

3.2 Core Characteristic Of The Company

A core characteristic of the Company is the participation of its employees in Company ownership.

The Company currently remains in business because, when faced with closure, the employees, through their investments made a commitment to the future success of the Company.

All employees covered by this agreement shall participate in Company ownership in the following manner:

- (a) Employees working fewer than forty (40) regularly scheduled hours per week shall participate in the ownership through their collective ownership of the equity units (shares) in the Company held by Unifor Local M-1 Victoria.
- (b) Employees working forty (40) regularly scheduled hours per week shall participate in Company ownership through their collective ownership of the equity units (shares) in the Company held by Unifor Local M-1 Victoria and through their individual purchase of equity units (shares) equivalent to seven (7) per cent of their starting yearly salary rounded to the nearest fifty dollars (\$50), to a maximum of \$5000. (salary equals hourly rate multiplied by 2080) & (equity units purchased at one dollar per unit).
- (c) Individual equity unit purchases shall be completed on or before the end of 2600 hours of Company employment.

Employees who do not complete the requirements of Article 3.2 (d) shall be deemed to have resigned.

- (d) All employee-owners have the right to buy equity units in the Company at a price not exceeding one dollar per unit.
- (f) Unifor Local M-1 Victoria has the right to buy equity units in the Company on the collective behalf of its members at a price not exceeding one dollar per unit.
- (g) The Company shall ensure that all tax and RSP eligibility information relevant to the purchase of equity units is made available to all employee-owners prior to their purchase of equity units.

3.3 Active Participants In The Company

As active participants in the ownership of the Company employee-owners have the right to regular, effective and consequential consultation and communication with management on all aspects of the operation of the Company that fall within the jurisdiction of this agreement.

- (a) Consultation and communication shall occur through the Joint Union Management Committee (hereafter referred to as the JUMC).
- (b) The voting members of the JUMC shall consist of the President of the Company, the President of Unifor Local M-1 Victoria and an equal number of employee-owners and management representatives.
- (c) Employee-owner JUMC members shall include the President of Unifor Local M-1 Victoria and other employee-owner members elected by the membership of Unifor Local M-1 Victoria. Management JUMC members shall include the President of the Company *and* other managers appointed by the President of the Company.
- (d) All decisions of the JUMC will be by majority vote.
- (e) The JUMC shall be empowered to create sub-committees as needed to deal with specific issues.
- (f) The JUMC shall meet as often as needed but not less than monthly except in July and August.
- (g) If necessary employee-owners shall be given time within their work schedule to attend JUMC meetings.

3.4 JUMC Terms Of Reference

The JUMC shall be empowered to examine, discuss and make recommendations with respect to, but not limited to, the following:

- (a) Hiring of employee-owners covered under this agreement.
- (b) Disciplinary Policy For employee-owners covered by this agreement.

- (c) Establishment of professional standards and guidelines for employee-owners covered by this agreement.
- (d) The most efficient and effective staffing levels.
- (e) The most efficient and effective training protocols.
- (f) The acquisition of major equipment operated by employee-owners covered by this agreement.
- (g) The most efficient and effective technology priorities and strategies.
- (h) The priorities for website and internet development.
- (i) The priorities for local programming, production and promotion.

The job classifications of and job descriptions of employee-owners covered by this agreement.

ARTICLE 4 — EMPLOYEE OWNER CATAGORIES

4.1 Probation Period

All employees shall be probationary employees for a period of five hundred and twenty (520) hours from the date of their start of employment with the Company. The probationary period may be extended to six-hundred and eighty (680) hours with the approval of the Union.

During the probationary period the Company may release the employee at any time. Such release may be subject to the grievance procedure up to, but not including arbitration.

4.2 Employee-Owner Categories

- (a) Full-time - An individual hired to work regularly scheduled shifts of forty (40) or forty (40) hours per week.
- (b) Part-time (Regular) - An individual hired to work regularly scheduled shifts of fewer than forty (40) hours per week.
- (c) Part-time (Irregular) — An individual hired to work irregularly scheduled shifts.

4.3 Part-Time Employee-Owners

Part-time employee-owners shall be paid on the salary scale of the group to which they are assigned and progression shall occur at one thousand and forty (1040) or two thousand and eighty (2080) (whichever is applicable) hours worked for those employee-owners working forty (40) hours per week or nine hundred and seventy-five (975) or one thousand nine hundred and fifty (1950) hours worked for those employee-owners working a thirty-seven and one half (37.5) hour work week.

This calculation shall include all hours worked including paid sick leave.

4.4 Applicability Of This Agreement To Part-time Employee-Owners

All articles of this agreement shall apply to part-time Employee-Owners except as hereinafter provided:

- (a) Article 15 - Company Seniority; shall apply, however, seniority shall be calculated and accumulate according to all hours worked, including all hours on paid leave or any other leave as contemplated in this collective agreement including maternity, paternity and parental leaves and any leaves due to medical absences.
- (b) Article 35 - Days Off; part-time employee-owners working twenty four (24) scheduled hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company. Days off may be changed without penalty by mutual agreement between the Company, Union and employee-owner.
- (c) Article 47 — Legal Holiday; shall not apply, however, Part-time employee-owners required to work on a statutory holiday shall be paid one and one half (1.5) times their basic rate for all hours worked with a minimum credit of four (4) hours.

In addition, part time employee-owners shall receive five percent (5%) of their regular earnings over the previous two completed pay periods.

- (d) Article 50 - The Company's portion of the employee-owner benefit premiums shall be paid on a pro rata basis. Part-time (Regular) employee owners who work a scheduled shift of fewer than twenty (20) hours per week shall be paid sixty three cents (\$.63) per hour in lieu of benefits upon start of employment. Part time (Irregular) employee-owners shall, upon completion of five hundred and twenty (520) hours of employment, be paid sixty three cents (\$.63) per hour in lieu of benefits.

4.4.1 Exclusion Of 4.4

The provisions of Article 4.4 above will not be used for the purpose of eliminating or replacing full-time employee-owners or to avoid the re-call from lay-off of full-time employee-owners or avoid hiring full-time employee-owners.

4.4.2 Offering Work To Part-Time Employee-Owners

Part-time employee-owners shall be offered, on a seniority basis, all part-time work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding night differential) then the Company may offer the work to the next senior qualified part-time employee-owner.

This Article shall exclude hours offered to an employee-owner at the time of lay-off and rejected.

4.4.3 Work Refusals

A part-time employee-owner may refuse additional work outside their regularly scheduled work assignment except as contemplated in Article 4.4 (b).

- (a) Part-time employee-owners must submit in writing shifts that they are not available to work and shall update that information when any change occurs.
- (b) Where Part-time employee-owner's declared availability under Article 4.4.3(a) changes, the employee-owner shall be entitled to claim any hours previously assigned to an employee-owner with less seniority on a going forward basis, with two weeks notification to Company of their intent to do so.
- (c) Article 4.4.3(b) shall exclude any regularly scheduled hours assigned to an employee-owner with less seniority through a job posting and hiring process.

4.5 Part-Time Regular Employee-Owners

Part-time (regular) employee-owners may access the provisions of Article 20, which shall include the right to severance where;

- (a) Their regular hours of work are reduced; or
- (b) Where a part-time (regular) employee-owner has been temporarily shifted additional hours, the reduction of those additional hours do not trigger the lay-off provisions of Article 20.
- (c) Where the hours of work for a part-time (regular) employee-owner fall below their regular shift, the individual affected shall have the right to accept the reduction of hours or apply the provisions of Article 20 which shall include the right to severance.
- (d) Should the employee-owner choose the latter, it is understood they permanently forfeit any right to the hours that remained at the time their shift was reduced.
- (e) Should an employee-owner choose not to accept severance, that employee-owner shall retain the right to claim severance if their hours of work are further reduced.

In the event their hours are further reduced, the employee-owner shall have the right to accept the further reduction in hours or apply the provisions of Article 20 which shall include the right to severance.

Should an employee-owner choose to accept severance, the employee-owner permanently forfeits any right to the hours that remained at the time their shift was further reduced.

- (f) Should an employee-owner have their regular shift expanded, after twelve (12) consecutive weeks those additional hours that are not dependant on the absence of another employee-owner shall be considered part of the employee-owner's regular shift.

ARTICLE 5 — MANAGEMENT RIGHTS

5.1 Management Rights

It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management.

Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union and JUMC

5.2 No Conflict With This Agreement

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

ARTICLE 6 — NO STRIKE BREAKING

6.1 No Strike Breaking

The Company will not assign, transfer, or require employee-owners to go to any radio station, television station, transmitter (excluding rebroadcasting transmitter only), studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress.

Nor will it originate a program or programs not normally fed to such facility, nor will the Company require any employee-owner to perform the duty of other staff members engaged in a lawful strike.

ARTICLE 7 UNION DUES

7.1 Membership In Good Standing

All employee-owners who join the Union shall remain members of the Union, in good standing, as a condition of employment.

7.2 Requirement To Pay Dues

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

7.3 Discharge For Failure To Pay Dues

The Company will discharge any employee-owner covered by the provisions of Article 7.1 within two (2) weeks after receiving written notice from the Union that the membership of such employee-owner has been revoked or cancelled in accordance with the Union's Constitution and By Laws and provided further that there is compliance with Article 7.2.

7.4 Deduction Schedule

During the term of this Agreement, the Company agrees to deduct bi-weekly an amount equal to the uniform dues and/or assessments as levied by the Union.

The deductions are to be based on the gross monthly earnings of every employee-owner who is presently paying dues, and all new employee-owners in the bargaining unit, beginning with the date of hiring in the bargaining unit.

The present rate of deductions is equal to two percent (2%) of gross monthly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

7.5 Employer To Remit

The Company agrees to remit the monies so deducted to the Union as instructed by the Union. The Company also agrees to follow past practice in providing the Union with information on bargaining unit employee-owners.

ARTICLE 8 — NO DISCRIMINATION

8.1 No Discrimination For Union Activity

The Company will not interfere with, restrain, or coerce the employee-owners covered by this Agreement because of membership in or lawful activity on behalf of the Union.

The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee-owner covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another union.

8.2 No Discrimination For Inaction

The Union agrees that it will not discriminate against, coerce or restrain any employee-owner covered by this Agreement or attempt to do any of the foregoing because of their membership or non-membership, their activity or lack of activity in any labour organization.

8.3 Employment Condition

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

ARTICLE 9 - NOTIFICATION

9.1 Notifications

The Company shall e-mail to the Unifor National staff rep assigned to the Company and to the Unifor Local M-1 Victoria President, one copy of each of the following:

9.2 Information To Be Forwarded

Notice of hiring, promotion, transfer, resignation, dismissal, suspension or any written disciplinary action affecting any employee-owner within the bargaining unit.

9.3 Written Notice

Any written notice pertaining to the application or agreed interpretation of this Agreement.

9.4 Provisions Of The Agreement In Writing

Any notification to an employee-owner required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee-owner directly.

9.5 Pay Rate Notification

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

9.6 Weekly Notification

The Company shall provide to Unifor Local M-1 Victoria with a report containing the name, job classification and hours worked by each Part-time and temporary employee-owner on a by-weekly basis.

This report will be forwarded to Unifor Local M-1 Victoria within ten (10) calendar days of each week.

ARTICLE 10 — UNION LEAVE

10.1 Leave for Union Activities

The Company shall grant requests by the Union for unpaid leave to allow employee-owners to participate in official Union activities.

10.2 Notice

The Union shall provide as much notice as possible, but not less than fifteen (15) days, notice for such requests.

ARTICLE 11— UNION ACCESS TO PREMISES

11.1 Access To Employer Premises

Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company.

Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company.

ARTICLE 12 — OUTSIDE EMPLOYMENT

12.1 Outside Employment

No employee-owner shall accept outside employment where such employment is in direct competition with the Company, or adversely affects the employee-owner's work with the Company without prior Company approval.

ARTICLE 13 — NO STRIKE OR LOCKOUT

13.1 No Strike Or Lockout

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 employee-owners to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 14 — UNION ACTIVITIES IN THE WORKPLACE

14.1 Available Infrastructure

The Union shall have access to Company e-mail, telephones and bulletin boards to conduct official Union business.

14.2 Storage

The Union shall have access to storage space at the workplace.

14.3 Meeting Space

The Union shall have access to the workplace to hold official Union meetings.

ARTICLE 15 — SENIORITY

15.1 Seniority Defined

Unless otherwise provided, all seniority shall be based on Company seniority, which shall be deemed to have commenced on the date of hiring by the Company into the bargaining unit. Continuous service within the bargaining unit shall be necessary in all cases to which seniority applies, except where the Collective Agreement provides otherwise.

15.2 Seniority Applied

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

ARTICLE 16 — INTERRUPTION OF SERVICE

16.1 Term Of Leave And Seniority Retention

In the event an employee-owner with one (1) year (2080 hours) or more of Company seniority is granted leave of absence or is temporarily transferred to a position within the Company (not to exceed one (1) year) not covered by this Agreement the following shall apply:

16.2 Unbroken Service

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

16.3 Return After 1 Year

If they return to the status of an employee-owner after one (1) year has elapsed, the employee-owner's Company seniority upon returning shall be that which the employee-owner had on the effective date of such layoff, transfer or leave of absence. Should an Employee-Owner accept severance pursuant to Article 20.10 (a), this Article shall not apply.

16.4 Seniority Lost

Seniority shall cease to exist if the employee-owner resigns or is discharged.

ARTICLE 17 — PROMOTIONS HIRING AND TRANSFERS

17.1 Promotions

The employee-owner with the most Company seniority shall, if the employee-owner meets the qualifications for the position as set by the Company, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher rated job function. The employee-owner will be given reasonable assistance and time to train for the higher rated job function.

Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employee-owners apply and are accepted.

Upon request, employee-owners not promoted or transferred will be informed of the reasons for not being promoted or transferred.

17.2 Rules Around Promotions

- (a) A Full-time employee-owner promoted to fill a vacancy in a higher rated job or laterally transferred to another job function shall be on a trial period in such job function for a period of up to sixty (60) days.
- (b) A Part-time employee-owner promoted to fill a vacancy in a higher rated job or laterally transferred to another job function shall be on a trial period in such job function for a period of up to two hundred (200) hours.
- (c) The Company may, at any time during a trial period, return the employee-owner to their former job function with no loss of seniority. At the conclusion of a successful trial period, the employee-owner will be advised in writing that their new position has been made permanent.

17.3 Move Outside The Bargaining Unit

- (a) No employee-owner, except by mutual consent, shall be transferred or assigned to a position outside the bargaining unit and the employee-owner will not be penalized for such refusal.
- (b) No employee-owner shall be transferred or assigned, except on a temporary, per occasion basis, to another classification within the bargaining unit, except by mutual consent.
- (c) No employee-owner shall be transferred to a location outside the location where he/she was permanently hired to work (i.e. Victoria, Nanaimo, Courtenay...etc.) except by mutual agreement in writing.
- (d) The Company shall cover all travel related costs for any Full-Time or Part-Time (Regular) employee-owner who is required to work temporarily in a location outside of the location where he/she was permanently hired to work.

- (e) Article 17.3 (d) above shall not apply to the time periods where an employee-owner was specifically hired to work, that is at a location outside his/her location where he/she was permanently hired to work.

17.4 Duties Outside Regular Duties

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

17.5 Salary On Promotion

When an employee-owner is promoted or transferred into a higher rated job function they shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in their former group plus the amount necessary to place him on step in the new group, and the employee-owner shall automatically progress upward on the employee-owner's new annual or semi-annual anniversary date. This shall not change the employee-owners company seniority.

17.6 Over Scale And Promotion

An employee-owner who is "over scale" or at the top of scale with regard to wages, and who is subsequently promoted shall in lieu of the increment outlined in Article 17.5, receive an amount equal to the average increase in their former group (i.e. the total difference between the start and top rates divided by the number of steps = average), plus any amount necessary to place the employee-owner on a step in the new scale.

17.7 Posting Of Positions

Any full-time and part-time positions within the bargaining unit shall be posted for a minimum of five (5) days prior to hiring outside of non-bargaining unit personnel to fill such vacancies.

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

ARTICLE 18 — UPGRADING

18.1 Temporary Assignment

In the event that an employee-owner is temporarily assigned to perform work which involves a meaningful function of a higher classification than that to which they are permanently assigned, the employee-owner shall be paid two dollars (\$2.00) per hour with a minimum credit of four (4) hours.

18.2 Exclusions

The provisions of Article 18.1 shall not apply when an employee-owner is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days (120 hours) and where a qualified staff member is assigned to assist in such training.

Further, 18.1 shall not apply when an employee-owner temporarily relieves another employee-owner in a higher classification for break periods or when a reporter or anchor performs news assignment editor duties on weekend, statutory holidays or evenings.

18.3 Duration

In the event of a temporary upgrading of an employee-owner for a period of more than one (1) day [but in no event may a temporary upgrading be of greater duration than three (3) calendar months with the exception of parental leave] the employee-owner so temporarily upgraded shall be verbally advised at the time of their assignment to a higher classification.

Such advice shall also stipulate the probable duration of such temporary upgrading.

18.4 Combinations Of Duties

Where upgrading involves a job combination(s) the duration of upgrading may be extended to a period of six (6) months. If the combination job function averages twenty (20) or more hours per week and continues beyond six (6) months the employee-owner shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 17.5.

18.5 Training

Bargaining unit employee-owners who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 18 when assigned to train other employee-owners.

The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization.

ARTICLE 19 — DISCIPLINE AND DISMISSAL

19.1 Discipline In Writing

An employee-owner shall be notified in writing of any expression of dissatisfaction concerning their employment within fifteen (15) days of any specific incident becoming known to management.

The employee-owner shall be provided with all information relevant to the complaint. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee-owner's personnel file.

An employee-owner receiving any type of expression of dissatisfaction has the right to have a Union representative present throughout the process.

19.2 Written Reply To Discipline

An employee-owner may submit a written reply to any action taken under Article 19.1. Any written submission received by the Company within fifteen days shall become part of the employee-owner's personnel file.

19.3 Access To Personnel File

Upon request, (with a minimum of twenty-four (24) hours' notice) an employee-owner shall have access to their personnel file. All access shall be in the presence of the Company Human Resources Manager and a Union Representative.

19.4 Personnel File Review

An employee-owner may request a personal file review by the Company Human Resources Manager; where that personnel file contains any written expression of dissatisfaction, and if the employee-owner's record shows no related occurrences within the previous twenty-four (24) month period, the Company may not refer to any such prior discipline [the preceding twenty four (24) months] in future considerations including but not limited to discipline, promotions etc.

19.5 Just And Reasonable Cause

Dismissal of an employee-owner shall be for just and sufficient cause.

Any dismissal may be subject to the grievance procedure. An employee-owner dismissed for just and sufficient cause (except for gross misconduct) shall be entitled to two (2) weeks' (80 hours) notice or in lieu of such notice, shall be given two (2) weeks' (80 hours) pay, accrued vacation pay and any severance pay required under the *Canada Labour Code*. Severance pay will be paid in accordance with the *Canada Labour Code*, except that "dismissal for gross misconduct" will be substituted for "dismissal for just cause".

19.6 Gross Misconduct

Gross misconduct shall be defined as any stand-alone incident that would lead to immediate dismissal, which is not overturned by the grievance procedure or by an arbitrator.

19.7 Resignation

An employee-owner should give the Company at least two (2) weeks written resignation notice.

ARTICLE 20 — LAY-OFF

20.1 Lay-Off

The Company shall consult with the executive of Unifor Local M-1 Victoria with respect to any planned lay off prior to any discussions with those employee-owners that may be affected. At this meeting the Company shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for lay-off.

It is understood that this consultation will be deemed strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual employee-owner(s).

Notice of such meeting shall be a minimum of forty eight (48) hours. When lay-offs are to be made, such lay-offs shall proceed in inverse order of Company seniority within those job functions and/or categories affected where the work has been reduced or eliminated; said job functions are listed in Article 28.

20.2 Voluntary Lay-Off

Notwithstanding the foregoing, a more senior employee-owner in a job classification may offer to be laid off in the place of a more junior employee-owner.

If the offer is accepted by the company the more senior employee-owner will waive their bumping rights and will receive the severance provided for in Article 20.9.

20.3 Bumping

Any employee-owner about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply their Company seniority and revert to such other function. Such qualifications shall be set in a bona fide manner.

No employee-owner is to be displaced by a more senior employee-owner unless the latter possesses the occupational qualifications of the job filled by the employee-owner with less seniority.

Employee-owners must declare their intent to bump within two weeks of receiving layoff notice.

An employee-owner bumped under either Article 20 or 25 shall receive the notice appropriate to the applicable Article, plus the remainder of the notice period of the employee-owner that bumped. Notwithstanding the forgoing, employee-owners may not exercise bumping rights to anchor classifications.

20.4 Rate Upon Bumping Down

Employee-owners who bump into a lower job group shall be paid at a rate within the new group closest to their rate of pay prior to the bump.

20.5 Rate Upon Bumping Up

Employee-owners who bump into a higher job group shall be paid at a rate within the new group closest to, but not less than, their rate of pay prior to the bump.

20.6 Recall To Former Classification

Employee-owners who bump into a different classification shall retain recall rights, for up to one (1) year, as per Article 21, to their former classification.

20.7 Time Frame On Notice To Bump

Employee-owners laid off under Article 25 must declare their intent to bump within two (2) weeks. However, should a bumping opportunity, or job posting arise during the notice period that was not available at the time of declaration, the employee-owner shall retain their right to bump or apply.

20.8 Severance And Vacation Pay In Lieu Of Notice

In the event of lay-offs, employee-owners affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

20.9 Amounts Of Severance Pay

In the event of lay-offs, under either Articles 20 or 25, employee-owners affected will receive:

- two (2) weeks (80 hours) severance for each completed year (2080 hours) of service up to two (2) years;
- and three (3) weeks' one hundred and twenty hours (120) severance pay for each completed year of service, beyond two (2) years to a maximum of fifty-two (52) weeks;

20.10 Severance Pay Applied

Employee-Owners who are laid off shall operate his/her recall and severance rights pursuant to this Clause as follows:

- (a) A laid off Employee-Owner shall have the option of taking his/her severance pay at the time of layoff. Where the Employee-Owner opts for immediate severance pay, the Employee-Owner does so knowing he/she forfeits all of his/her recall rights and is deemed to have been severed from service.
 - i) If the amount of severance is eight (8) weeks or fewer, the Employee-Owner shall have the option of taking the severance as a lump sum or paid out as salary continuance.

- ii) If the amount of severance is greater than eight (8) weeks, the Company shall have the option of paying out the severance in either salary continuance or as a lump sum.
- (b) A laid off Employee-Owner shall have the option of taking his/her severance pay at the end of the twelve (12) month recall period. Where a laid off Employee-Owner opts to receive his/her severance at the end of the twelve (12) month recall period, he/she shall have right to accept recall for any work during the recall period. The severance paid to the Employee-Owner at the end of the recall period shall be paid as a lump sum.
- (c) Where a laid off Employee-Owner maintains his/her recall rights pursuant to (b) above, and where he/she works one thousand and forty (1040) or more hours during the recall period, the Employee-Owner has the option of extending his her recall period by an additional twelve (12) months and shall then extend the payment of severance by that same additional twelve (12) month period.

Any hours worked during the recall period shall be deemed to be severable hours for the purposes of calculating the final severance payout.

20.11 Benefits On Lay-Off

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

20.12 Overtime Versus Lay-Off

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

20.13 Vacancies and Laid Off Employees

It shall be the intention of the Company to give consideration for job vacancies within the bargaining unit to those employee-owners who are to be laid-off.

20.14 Red-Circling

Employee-owners who revert to a lower salary group at their own request shall be placed in the lower group at the closest equivalent salary to their previous higher group. It is agreed that employee-owners who are currently "red-circled" shall be grandfathered with respect to the above.

20.15 Retention Of Status

An employee-owner on layoff who has worked on a part-time basis shall retain part-time status upon the expiration of recall rights. Seniority shall be calculated from the date of employment by the company. The operation of this Article is subject to the provisions of Article 20.10.

ARTICLE 21— RE-ENGAGEMENT AND RECALL

21.1 Re-Engagement

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

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

21.2 Failure To Report

Employee-owners who fail to return to work on a full-time basis, to their previous position, when notified by the Company, will lose their re-engagement rights.

21.3 Recall And Seniority

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

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

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

Employee-owners laid off under Articles 20 or 25 shall be entitled to re-engagement or recall rights for one (1) year from the date of lay-off.

21.4 Conversion Formula

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

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

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

For the purposes of this Article "regular hours" shall exclude overtime. However, hours worked on a day-off to a maximum of eight (8) shall be included.

21.5 Re-Calculation Of Seniority

Where an employee-owner has been re-engaged pursuant to this Article and has been paid severance in accordance with Article 20, the employee-owner's seniority for the purposes of severance shall be considered that of a new employee-owner.

21.6 Company Responsibility Fulfilled

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

ARTICLE 22 — DUTIES AND RESPONSIBILITIES

22.1 Assignment Of Work

The Company agrees to maintain past practices and shall exclusively assign to employee-owners, as defined under Article 2.1 of the agreement, the following:

- (a) Duties related to any aspect of the production of content for broadcast via television or the internet.
- (b) Duties related to the operation and repair of all equipment owned or leased by the Company.
- (c) Duties related to the administration of the Company

22.2 No Transfer Of Duties

The Company agrees that it will not transfer, assign or subcontract any work or functions to which bargaining unit employee-owners are entitled to under the terms of this agreement to any non-bargaining unit employee of the Company, or to any other company or its employees.

22.3 New Services And Experts

It is understood that the Company will be permitted to use "news" originating from news services, and to use outside experts or specialists for commentary on news programs.

22.4 Occasional Use Of Specialists

The Company may, on an occasional and temporary basis, use a specialist to repair any equipment normally operated or maintained by an employee-owner, as defined under Article 2.1 of the agreement.

22.5 Occasional Use Of Non-Bargaining Unit Personnel

Non bargaining unit employees of the company may, on an occasional and temporary basis, perform duties normally assigned to employee-owners, as defined under Article 2.1 of the agreement.

22.6 No Displacement Of Bargaining Unit Members

The company agrees any work performed under Article 22.5 will not displace employee-owners, as defined under Article 2.1 of the agreement on a permanent basis.

22.7 22.5 Not Used To Shrink Bargaining Unit

It is agreed that the provisions of Article 223 shall not be used to reduce the employment of bargaining unit employee-owners or to avoid hiring new bargaining unit employee-owners.

22.8 Skills Development

The Union and the Company recognize the need to develop skilled employees for the future.

Therefore, both practicum and co-op students are encouraged to seek training opportunities at CHEK. Students are classified as;

(a) Practicum Student:

An individual enrolled in, or about to enroll in, a post-secondary institution. A practicum may be up to three (3) months in duration. Practicum students shall be unpaid.

They may perform bargaining unit functions, but only under the direct supervision of a bargaining unit employee-owner.

(b) Co-op Student:

An individual enrolled in a post-secondary institution where the participation in an industry co-op is a requirement for a degree or diploma.

Co-op students shall be hired as Group 1 Start employees for a period of no longer than five hundred and twenty (520) hours.

All provisions of the collective agreement applicable to a probationary employee shall apply to them, except severance.

22.9 Article 22 Exception

The parties recognize that the intent of Article 22 is to have bargaining unit employee-owners perform their duties as defined in Article 22.

The parties also recognize that from time to time the company may have business opportunities that may require a waiver of Article 22.

Therefore when a waiver of the foregoing Article 22 is deemed necessary the procedure shall be as follows:

- (a) The Company shall present any waiver requests to the JUMC for review.
- (b) If the JUMC concurs with the waiver request the company shall inform, in writing, the President of Unifor Local M-1 Victoria.
- (c) The President of Unifor Local M-1 Victoria shall then, within twenty four (24) hours, request a waiver from the National Union under Article 24.

ARTICLE 23 — AIR CREDITS AND UNION SEAL

23.1 Union Logo

Every audio/video tape recording and all programming produced by the Company for air shall have the Unifor logo exhibited on the following:

- (1) Tape Billboard
- (2) End Credits
- (3) Website

23.2 Other Credits

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

ARTICLE 24— WAIVERS

24.1 No Waiver Of Agreement

The Company recognizes that no provisions of this Collective Agreement may be waived by the Local Union Officers or by individual members, the responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its Regional office at 326 12th Street, New Westminster, B.C.

24.2 Request For Waiver To Be In Writing

Where the Company, for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, it shall request for a waiver from the Union.

The request must provide all pertinent information to allow the Union to assess the situation. The Union shall respond, in writing, within forty eight (48) hours.

ARTICLE 25 — TECHNOLOGICAL CHANGE

25.1 New Technology

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 employee-owners within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by employee-owners in the bargaining unit as herein set forth.

25.2 Time Frame On Technological Impact

The introduction of computer hardware and/or software shall be considered a technological change with respect to the application to this Article provided that such introduction has occurred within one (1) year of the displacement of an employee-owner.

25.3 Lay-Off Due To Technology

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

25.4 Technological Change Notification

The Company will give the Union and the employee-owners as much advance notice as is practical, but not less than four (4) months' notification of such lay-offs or four (4) months' pay in lieu of said notice plus all other benefits for the same period.

25.5 Joint Discussions And Communications

The Company shall in writing state the nature of the changes contemplated and the number of jobs likely to be affected.

Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employee-owners affected shall be minimized.

This shall be done by providing wherever possible, alternative employment within the Company for employee-owners whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement decide upon.

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

ARTICLE 26 — GRIEVANCE PROCEDURE

26.1 Grievance Defined

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.

26.2 Grievance Considered

The parties recognize that the "*Canada Labour Code*" provides that any employee-owner may present their personal grievance to their employer at any time.

Any such grievance shall be subject to consideration and adjustment as provided in the following articles on grievance procedure.

26.3 Grievance Procedure

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

Step 1:

Any complaint by an employee-owner should first be personally tendered (or by their designate) to the employee-owner's manager or a complaint by a manager or supervisor shall first be discussed with an employee-owner, as soon as possible.

Deadline for response to the complaint shall be within three (3) working days.

Step 2:

Following completion of Step 1, if the complainant remains unsatisfied, the grievance shall be reduced to writing and a copy thereof delivered to the President of the Company, or designee, or the International President of the Union, or designee, within ten (10) working days of the meeting referred to in Step 1.

A copy shall also be simultaneously delivered to the employee-owner designated by the employee-owners as their Chairperson of the Grievance Committee.

Step 3:

The grievance shall be discussed with the President of the Company or designee and the Local Grievance Committee consisting of not more than three (3) members.

Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10) working days of the filing of such grievance.

Appropriate records of such meetings shall be kept.

Step 4:

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

Step 5:

In the event that the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 4, submit the dispute to binding arbitration.

The parties shall, within ten (10) working days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator.

If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator.

The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

The person selected/appointed in accordance with the above, must agree prior to their appointment, to render an award within thirty (30) days from the date of the last day of the hearing.

26.4 No Power To Amend

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

26.5 Dismissal Filed At Step 4

In dismissals and matters of general concern where time is of the essence, the matter shall be discussed between the Representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 26.3.

26.6 Time Limits

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

26.7 No Loss Of Pay

Employee-owners shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

ARTICLE 27 — PAY RATES

27.1 Pay Rates

The following wage rates shall be in effect:

Hourly Pay Rates – 1 Year equals 2080 hours.

Group 1	2080 hours	2.5% increase	Total Sept 1 2019	Sept 1, 2020 2.0% increase	Total	Sept 1, 2021 2.0% increase	Total
Start	\$21.10	\$0.53	\$21.63	\$0.43	\$22.06	\$0.44	\$22.50
1 YEAR	\$22.11	\$0.55	\$22.66	\$0.46	\$23.12	\$0.46	\$23.58
2 YEAR	\$23.00	\$0.58	\$23.58	\$0.47	\$24.05	\$0.48	\$24.53
3 YEAR	\$24.15	\$0.60	\$24.75	\$0.50	\$25.25	\$0.50	\$25.75
4 YEAR	\$25.73	\$0.64	\$26.37	\$0.53	\$26.90	\$0.54	\$27.44
Group 2	2080 hours	2.5% increase	Total Sept 1 2019	Sept 1, 2020 2.0% increase	Total	Sept 1, 2021 2.0% increase	Total
Start	\$21.48	\$0.54	\$22.02	\$0.44	\$22.46	\$0.45	\$22.91
6 MONTHS	\$22.47	\$0.56	\$23.03	\$0.46	\$23.49	\$0.47	\$23.96
1 YEAR	\$23.48	\$0.59	\$24.07	\$0.48	\$24.55	\$0.49	\$25.04
2 YEAR	\$24.94	\$0.62	\$25.56	\$0.51	\$26.07	\$0.53	\$26.60
3 YEAR	\$26.46	\$0.66	\$27.12	\$0.54	\$27.66	\$0.56	\$28.22
4 YEAR	\$27.98	\$0.70	\$28.68	\$0.57	\$29.25	\$0.59	\$29.84
5 YEAR	\$29.78	\$0.74	\$30.52	\$0.61	\$31.13	\$0.63	\$31.76
6 YEAR	\$31.55	\$0.79	\$32.34	\$0.65	\$32.99	\$0.66	\$33.65
7 YEAR	\$32.55	\$0.81	\$33.36	\$0.67	\$34.03	\$0.68	\$34.71
Group 3	2080 hours	2.5% increase	Total Sept 1 2019	Sept 1, 2020 2.0% increase	Total	Sept 1, 2021 2.0% increase	Total
Start	\$27.15	\$0.68	\$27.83	\$0.56	\$28.39	\$0.56	\$28.95
1 YEAR	\$28.41	\$0.71	\$29.12	\$0.58	\$29.70	\$0.60	\$30.30
2 YEAR	\$29.93	\$0.75	\$30.68	\$0.61	\$31.29	\$0.63	\$31.92
3 YEAR	\$31.55	\$0.79	\$32.34	\$0.65	\$32.99	\$0.66	\$33.65
4 YEAR	\$33.29	\$0.83	\$34.12	\$0.68	\$34.80	\$0.70	\$35.50
5 YEAR	\$35.07	\$0.88	\$35.95	\$0.72	\$36.67	\$0.73	\$37.40
6 YEAR	\$36.13	\$0.90	\$37.03	\$0.74	\$37.77	\$0.76	\$38.53
GROUP 4	2080 hours	2.5% increase	Total Sept 1 2019	Sept 1, 2020 2.0% increase	Total	Sept 1, 2021 2.0% increase	Total
Start	\$36.74	\$0.92	\$37.66	\$0.75	\$38.41	\$0.77	\$39.18
1 YEAR	\$37.49	\$0.94	\$38.43	\$0.77	\$39.20	\$0.78	\$39.98
2 YEAR	\$38.24	\$0.96	\$39.20	\$0.78	\$39.98	\$0.80	\$40.78
3 YEAR	\$39.01	\$0.98	\$39.99	\$0.79	\$40.78	\$0.82	\$41.60
4 YEAR	\$39.80	\$1.00	\$40.80	\$0.81	\$41.61	\$0.83	\$42.44

ARTICLE 28 — SALARY GROUPS

28.1 Salary Groups

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

GROUP 1

Administration Group 1:

- Receptionist/Clerical Assistant
- Switchboard Operator
- Sales/ Traffic Assistant

Commercial Production Group 1:

- EFP Assistant

News Group 1:

- Reporter
- Producer

GROUP 2

Promotion to Group 2 from Group 1 shall be on a merit basis.

Administration Group 2:

- Administrative Assistant,
- Sales/ Traffic Co-ordinator

News Group 2:

- Reporter
- Producer
- Anchor
- Video Journalist
- ENG Editor
- ENG Photographer or combinations

Commercial Production Group 2:

- Graphic Artist
- EFP Photographer
- EFP Editor
- Producer or combinations

On Air Operations Group 2:

- On Air Operator
 - Director
 - Audio Operator
 - Switcher
 - Master Control Operator

Engineering/1T Group 2:

- Technician

GROUP 3

Promotion to Group 3 from Group 2 shall be on a merit basis.

Admin Group 3:

- Senior Admin Assistant
- Senior Sales/ Traffic Co-ordinator

News Group 3:

- Assignment Editor
- Assistant News Director
- Sports Director
- Senior Reporter
- Senior Producer
- Senior Anchor
- Senior Video Journalist

- Senior ENG Editor
- Senior ENG Photographer or combinations

Corn Prod Group 3:

- Senior Graphic Artist
- Senior EFP Photographer
- Senior EFP Editor
- Senior Producer or combinations

On Air Operations Group 3:

- Senior On Air Operator
 - Director
 - Audio Operator
 - Switcher
 - Master Control Operator)

Engineering/IT Group 3:

- Senior Technician

GROUP 4

Promotion to Group 4 shall be from the Groups as outlined in Group 3 above and shall be advanced on a merit basis.

ARTICLE 29 — GENERAL WAGE PROVISIONS

29.1 Rates To Be Paid

Employee-owners shall be paid according to the wage schedule in Article 28 at the step of the salary group to which they are assigned when hired.

29.2 Progression

Progression up the salary schedule shall automatically occur at the start of the next complete pay period following an employee-owner's semi-annual (1040 hour) or annual (2080 hour) anniversary date.

29.3 Pay Dates

As of January 1, 2017, full time employees will be paid in twenty four (24) equal instalments. Payment shall be calculated by multiplying an employee-owners hourly rate by eight (8), then by multiplying that amount by the number of work days (including statutory holidays and vacation days) in each calendar year and then dividing by twenty four (24). Overtime and other premiums will be paid as currently set out in the collective agreement.

29.4 T-4 Slips

The company shall include with the T4 slips issued to employee-owners, Unifor dues receipts, or total amount of dues deducted at source and forwarded to Unifor.

29.5 Time Slips

Employee-owners shall complete the timesheets provided by the Company.

The Company shall calculate pay on the basis of the information on the timesheets.

The Company shall continue past practices of providing a breakdown of pay calculations and deductions on each employee-owners pay stub.

29.6 Overtime To Be Authorized

All overtime must be authorized or approved by a company manager.

29.7 Late Reports — Early Departure

When an employee-owner reports late or leaves early, without reasonable justification, the Company may reduce the employee-owners pay by the amount of time missed.

29.8 Overtime And Premiums Paid

Payment for overtime or other premiums shall be made no later than the end of the month following the month in which the overtime, etc. was worked, provided the employee-owner's timesheet is filled out as described in Article 29.6.

ARTICLE 30 — WORK WEEK

30.1 Full Time Defined

A full-time work week shall consist of forty (40) hours.

30.2 Variations On A Work Week

A Full-time work week may consist of:

- (a) forty (40) hours per week, divided into five (5) eight (8) hour shifts

(b) forty (40) hours per week, divided into four (4) ten (10) hour shifts

30.3 Part Time Shifts

Part-time shifts shall be a minimum of four (4) hours and a maximum of eight (8) hours long.

All hours worked in excess of eight (8) hours shall be paid according to the provisions of Article 38.

30.4 No Split Shifts

There shall be no assignment of split shifts except by mutual agreement between the employee-owner, Union, and the Company.

An employee-owner working a split shift shall be paid two dollars and fifty cents (\$2.50) per hour in addition to the employee-owner's basic rate for all hours worked in the second half of a split shift.

Any extension of the posted shift may be refused with the exception of the most junior Part-time employee-owner on location at the time of the shift extension.

30.5 Specifications Of Shifts Upon Hire

The Company shall, at the time of hiring, specify which shift length a full-time or part-time (regular) employee-owner shall be required to work.

30.6 Midnight Benchmark

Where a shift extends beyond midnight and the majority of scheduled hours occur before midnight the shift shall be considered to fall wholly within the calendar day in which it starts.

Where the majority of scheduled hours occur after midnight, the shift shall be considered as falling wholly within the day in which it ends.

There shall be no assignment of split shifts.

ARTICLE 31— HEALTH AND SAFETY

31.1 Responsibility For Health And Safety

As an employee owned company CHEK Media Group considers the health and safety of all its employee-owners its highest responsibility and will act accordingly.

31.2 Responsibility To Adhere

The company will adhere to, and ensure that all its employee-owners, are aware of and adhere to, all Provincial and Federal rules, regulations and statutes dealing with health and safety.

31.3 Reasonable Safety Measures

The Company shall expect and insist that all employee-owners take all reasonable safety and precautionary measures when involved in dangerous or hazardous work.

The Company will supply all appropriate protective clothing and safety equipment and shall expect and insist that all employee-owners use the provided clothing and equipment when needed.

31.4 Assistance Upon Request

An employee-owner may, before performing potentially hazardous duties, request the assistance of another employee-owner.

The Company will not deny any reasonable request. On assignments involving climbing on remote locations or work involving high voltage on remote locations a minimum of two (2) employee-owners shall be assigned.

31.5 Transmitting Masts

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

ARTICLE 32 — POSTING OF SCHEDULES

32.1 Work Schedule To Be Posted

Each employee-owner's schedule for any week should be posted as early as possible, but not later than three o'clock p.m. (3:00) on the Wednesday prior to the week in question.

If a schedule is posted or changed after the Wednesday prior to the week in question, then a supervisor must directly inform any effected employee-owners of the schedule change.

32.2 Days Off Indicated

All posted schedules shall clearly indicate daily starting times and days off.

32.3 No Reductions Without Notice

After posting, there shall be no reduction in the number of hours scheduled without notice being given twenty-four (24) hours prior to the day in question. If such notice is not given, the employee-owner shall be credited with all hours originally scheduled.

32.4 Change Of Days Off

An employee-owner's days off will not be changed after noon Wednesday of the week prior to the scheduled work week, unless by mutual agreement.

ARTICLE 33 — CHANGE OF START TIME

33.1 Change Of Start Time

- (a) Notice of change of starting time shall be given as much in advance as possible, but no later than noon (12:00) of the day prior to the day of the change.
- (b) Employee-owners working a regularly scheduled shift that starts later than noon shall be given notice no later than three (3) hours after the start of their shift.
- (c) Employee-owner's not given such notice shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee-owner who is covering the absence of another employee-owner.

ARTICLE 34 — DAYS OFF

34.1 Days Off Defined

Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours.

Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turnaround period.

When the two (2) scheduled days off are separated as provided in Article forty (40) , there shall be eighty-four (84) hours between the end of the last tour of duty and the beginning of the next tour.

34.2 Extra Day Off

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

34.3 2 Consecutive Days Off

- (a) There shall be two (2) consecutive days off in each work week or conterminously (i.e. Sunday and Monday).
- (b) Days off may be taken non-consecutively by mutual agreement of the Company and the employee-owner.
- (c) Employee-owners shall not be scheduled to work more than ten (10) consecutive days.
- (d) The Company shall normally schedule the days off on weekends. However, employee-owner may be required to work on weekends on an occasional basis.

- (e) Employee-owners shall not be required to work more than eight (8) weekends in any twelve (12) consecutive week period. Employee-owners working more than eight (8) weekends in any twelve (12) consecutive week period shall be paid as per Article 38 for all hours worked for each tour of duty on the Saturday and/or Sunday in question.
- (f) Employee-owners required to work a long term regular rotation of weekend shifts shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked for each tour of duty on the Saturday and/or Sunday in question."

34.4 Exclusions To Article 34.3

Notwithstanding the above, Article 34.3 shall not apply to employee-owners hired specifically for a position posted as involving regular weekend work (i.e. successive weekends).

Any employee-owner hired to work regular weekends under this Article shall be informed in writing that it is a condition of their employment.

34.5 Work Week Need Not Be Consecutive Days

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

34.6 Days Off And A Statutory Holiday

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

ARTICLE 35 — WORK ON DAY OFF

35.1 Refusal Of Work and Reverse Order Of Seniority

An employee-owner may refuse to work on a scheduled day off.

However, if all employee-owners qualified in that job function refuse to work, the Company may assign the work to any employee-owner qualified to perform the work, in the inverse order of the Company seniority and this assignment of work cannot be refused but otherwise, an employee-owner will not be penalized for refusing to work on a scheduled day off.

When an employee-owner works in accordance with the above, on a scheduled day off/extra day off, work performed on that day shall be pursuant to Article 38 with a four (4) hour credit.

35.2 Notice Of Cancellation

Notice of cancellation of assigned work on a scheduled day off or extra day off shall be given no later than twenty-four (24) hours prior to the day in question.

If such notice is not given, the employee-owner shall receive eight (8) hours pay at the straight time rate, computed separately from the work week, provided the employee-owner is released from duty for the entire tour of duty. (7.5 hour shift - minimum credit 7.5 hours)

ARTICLE 36 — MEAL PERIODS

36.1 Meal Periods

All employee-owners are entitled to a meal break, or breaks, within their shifts. The breaks shall be as follows:

- (a) Seven point five (7.5) hour shifts shall have either a half hour, or a one (1) hour exclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5th) hour of the shift.
- (b) Eight (8) hour shifts shall have a one (1) hour exclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5th) hour of the shift.
- (c) Notwithstanding Article 36.1 (b) on air operators, on air supervisors, ENG editors, ENG photographers, reporters, news producers, assignment editors, news anchors, production editors and producers may continue past practices of receiving inclusive half hour meal breaks within an eight (8) hour shift.
- (d) Ten (10) hour shifts shall have a half hour inclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5th) hour of the shift and a one (1) hour exclusive meal break ending not later than the start of the eighth (8) hour of the shift.
- (e) Employee-owners working overtime on seven and one half (7.5) and eight (8) hour shifts shall have a working overtime on ten (10) hour shifts shall have a half hour exclusive meal break after two (2) hours of work.

36.2 Special Events

During special events and projects the company shall continue the past practice of providing employee-owners with an appropriate meal.

36.3 No Meal Break Taken

In the event an employee-owner is directed to work through a meal break the length of the meal period shall be paid pursuant to Article 38.

ARTICLE 37 — BREAK PERIODS

37.1 Rest Breaks

Employee-owners shall continue the practice of taking his/her breaks during the course of his/her shift(s).

ARTICLE 38 — OVERTIME

38.1 Refusal Of Overtime

Employee-owners shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty eight (48) hours of the schedule being posted.

Furthermore, the employee-owner shall have the right to refuse any overtime scheduled or assigned thereafter.

38.2 Shift Extension

All overtime that is the result of a shift extension, shall be offered to employee-owners on shift, at the same location, within the job classification.

If all qualified employee-owners in the job classification refuse to work, the Company may assign the work to any qualified employee-owner in inverse order of Company seniority within the bargaining unit.

38.3 No Penalty

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

38.4 Compensation For Overtime

When an employee-owner works overtime in accordance with Article 38.1 such overtime hours shall be compensated or credited in excess of eight (8) hours in one day shall be paid at one and one half (1.5) the employer-owner's hourly rate.

38.5 Time Off In Lieu

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

ARTICLE 39 — CALL BACK

39.1 Call-Back Defined

Call back is defined as those hours credited to an employee-owner who, having worked and/or been credited with at least the minimum shift (Article 31), is called back to perform further work on the day in question.

39.2 Timing Of Call-Back

If an employee-owner is scheduled, assigned or notified of a call-back prior to the time they leave their place of work on the day of the call back, all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered continuous.

39.3 Having Left The Place Of Work

An employee-owner scheduled, assigned, or notified of a call back after having left their place of work on the day in question shall be paid at the time and one half (1.5) rate with a minimum of four (4) hours credit. Call back under these conditions shall be computed separately from the work week.

39.4 Legitimate Reason

An employee-owner with a reasonable and legitimate excuse may refuse to work call-back as outlined in Article 39.3, and shall not be penalized for such refusal.

39.5 Assignment By Reverse Order Of Seniority

In the event that all qualified employee-owners refuse to work call back as defined in Article 39.4 the Company may assign the required duties to any qualified employee-owner within the bargaining unit in inverse order of seniority.

39.6 Proximity Of Equipment

In the event of breaking news ENG Photographers may be assigned by proximity to necessary equipment.

39.7 Call-Back — 4PM & Midnight

When an employee-owner works between the hours of four o'clock (4:00) p.m. and midnight (12:00 a.m.), call back shall apply (rather than change of start time) if less than seven (7) hours have elapsed from the time the employee-owner was released from their shift.

39.8 On-Call Premium

An employee-owner requested by a manager to be on-call on a Regular Day Off or on a Statutory Holiday shall be paid fifty dollars (\$50.00) per day in addition to any pay the

employee-owner is entitled to as per 39.3. If called the employee-owner shall make all efforts to resolve the issue over the phone or through remote access. If the issue is remotely resolved within one hour from the time the employee-owner is first called, the employee-owner shall not be paid per 39.3. If a designated on-call employee-owner does not respond within twenty (20) minutes of being called they may not claim the fifty dollar (\$50) on-call premium. If the on-call employee-owner cannot be reached, but a secondary employee-owner can be reached, the secondary employee-owner shall be entitled to a fifty (50) dollar on-call premium in addition to any pay the employee-owner is entitled to as per 39.3.

ARTICLE 40 — TURN AROUND PERIOD

40.1 Turn-Around Defined

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

40.2 Turn-Around Premiums

All time scheduled and/or worked, and any meal period, during any of the above turn around periods shall be compensated for in addition to the regular basic rate, at one half (.5) times basic for the portion of such assignments which encroaches on such turn around period, except that the compensation shall be one and one half (1.5) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the six (6) hour period immediately following the end of the employee-owner's original schedule or any extension thereof.

40.2 RECAP

Hours Between Stop & Start Time	Compensation
0 — 6	1% X Basic Rate
6-12	% X Basic Rate

40.3 No Pay On Encroachment's

No payment shall be made for the following encroachments:

40.4 Negotiations and Grievance Meetings

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

40.5 Swing-In Shift

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

40.6 Released Prior To Scheduled Finish Time

In cases where an employee-owner is released prior to the scheduled finish time of their tour of duty, encroachment on the turn-around period will be computed from the time of release, provided that: the employee-owner shall, in each instance, have the option of being released early, or of staying until their scheduled finish time.

ARTICLE 41— NIGHT DIFFERENTIAL

41.1 Night Differential

When an employee-owner works between 0000 hours (12:00 midnight) and 0700 hours (7:00 a.m.) all hours shall be compensated for at an additional one dollar and seventy-five cents (\$1.75).

Night differential shall not be deemed overtime or part of basic pay.

Where night differential is one-half (%) hour or less no premium shall be paid.

ARTICLE 42 — AUTOMOBILE EXPENSES

42.1 Automobile Expenses

The company shall reimburse each employee-owner for all authorized and/or approved expenses when travel is authorized by the Company.

42.2 Mileage Rate

If an employee-owner is authorized to use their own automobile for transportation in connection with their duties they shall be reimbursed at the rate of fifty cents (\$.50) per kilometer.

42.3 Accidents

When an employee-owner on company business is involved in an accident resulting in damage to the employee-owner's vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee-owner to a maximum of five hundred dollars (\$500.00), such amount being regarded as the deductible amount on the employee-owner's car insurance policy.

42.4 Auto-Insurance

If any employee-owner requires higher automobile insurance rates due to using a personal vehicle for business purposes, the Company shall reimburse any additional premium charged above the "Pleasure and To and From Work" insurance rate.

42.5 Personal Vehicle Declined

Employee-owners may decline to use their vehicle for Company business.

42.6 Company Vehicle Policy

All employee-owners who drive/use a company vehicle shall be familiar with and abide by the Company Vehicle Policy, a copy of which will remain in each company vehicle at all times.

ARTICLE 43 — TRAVEL CONDITIONS

43.1 Travel Time As Paid Time

For pay purposes, employee-owners engaged only in travelling, except as provided for in Article 54.3, shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed:

43.2 Departure From Home

From the time of the employee-owner's departure, when the employee-owner departs from their home by common carrier.

43.3 Travel Time Considered

From the assigned hour of departure from their home when an employee-owner travels by automobile direct to the assignment.

43.4 Normal Place Of Employment

From the time an employee-owner leaves their normal place of employment when the employee-owner reports there before proceeding to travel.

43.5 Overnight

From the assigned hour of departure from their lodging when an employee-owner is using overnight accommodation.

43.6 First 8 Hours Of Travel

When travelling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, Full-time shall be credited up to and only for the first eight (8) hours of travel.

43.7 Time Zones — Sleeping Facilities

When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed.

For the purpose of this section, a single occupancy berth or a first class seat on a plane is construed to be suitable sleeping facilities.

When travel is designated by the Company on conveyances which do not have sleeping facilities, Full-time credit shall be allowed.

43.8 Turn-Around And Travel

The turn-around provisions of Article 40 will apply from the time an employee-owner completes their travel.

43.9 Return Journey

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

43.10 Liability Insurance

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

Collective Agreement between CHEK Media Group Ltd. & Unifor Local M-1

43.11 Remote Location

When an employee-owner 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.

ARTICLE 44 — REMOTE EXPENSES

44.1 Remote Expenses

Employee-owners on remote assignments or assignments that extend beyond the length of a regular work day shall be reimbursed for all reasonable expenses. All expenses must be submitted within 30 calendar days.

Any dispute arising from the term "reasonable expenses" shall be referred to the JUMC.

ARTICLE 45 — VACATIONS

45.1 Annual Vacation

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

Service	Duration of Vacation	Payment
Less than 12 months (less than 2080 hours)	1 day per completed calendar month	4%
1 year (2080 hours)	15 days	6%
8 years (16,640 hours)	20 days	8%
15 years (31,200 hours)	25 days	10%

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

Duration = Duration of vacation in working days.

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

45.2 Statutory Holiday On Vacation

In the event that a statutory holiday occurs during an employee-owner's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.

45.3 Vacation To Commence Upon Request

An employee-owner may request to begin and end their vacation in conjunction with their days off, plus any additional days added because of 45.2 and such request will not be denied.

45.4 Vacation Scheduling

Vacation periods shall be scheduled between January 1st and December 31st of each year.

Full-time and part-time (regular) employee-owner's shall submit their preference for vacation to their Manager in writing on a form prescribed by the Company by February 1st of each year.

Failure to submit such application may result in vacation periods being assigned by the Company.

Vacation schedules shall be posted by March 15. Any alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee-owner affected.

45.5 Vacation Preference

Vacation preference shall be given to employee-owners on the basis of Company seniority within each job function as listed in Article 28, or within a group of operationally related job functions as reasonably defined by the Company.

Where there is a conflict over vacation preference within a job function or group of job functions, Company seniority shall apply.

45.6 Consecutive Weeks Off

Every employee-owner shall be entitled to have at least three (3) weeks of their vacation period consecutively unless requested otherwise by the employee-owner and approved by the Company.

45.7 Vacation Pay Earned And Paid

Upon termination of employment an employee-owner (or their estate in the case of death), shall receive accrued vacation pay earned in accordance with the provisions of Article 45.1, plus pay for any vacation period previously earned but not taken.

45.8 Vacation Deferral

In special circumstances *and* with the approval of the JUMC, employee-owners may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the *Canada Labour Code*.

45.9 Leave Without Pay

In the event that an employee-owner desires leave without pay, they shall apply in writing to the Company stating the reason for such leave.

No employee-owner shall suffer loss of seniority or other benefits as a result of such leave, which may be granted at the sole discretion of the Company.

ARTICLE 46 — STATUTORY HOLIDAYS

46.1. Statutory Holidays

The following shall be paid legal holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

In addition any new legal holiday created by either Federal or Provincial legislation.

46.2 Statutory Holiday And Sundays

If a legal holiday falls on a Sunday and the day following is proclaimed a legal holiday by Federal or Provincial regulation, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

46.3 Statutory On A Scheduled Work Day

If a legal holiday falls on a scheduled work day and the employee-owner is not required to work, the employee-owner shall receive their normal basic pay for the day.

46.4 Working On A Statutory Holiday And Pay Rate

- (a) if a legal holiday falls on a scheduled work day and an employee-owner is required to work, they shall receive two and one half (2.5) times the basic rate (which amount shall include their basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one half (.5) times the basic hourly rate of the employee-owner. All hour worked in addition to the forgoing shall be paid pursuant to Article 38.
- (b) If a legal holiday falls on a scheduled day of work, the Company may require a full time employee-owner regularly scheduled to work to take the holiday as time off as per 46.3. The Company may schedule a full time or part-time employee-owner with less seniority to replace them.

46.5 Day Off With Pay

- (a) If the holiday falls on a scheduled day off the employee-owner shall, at the employee-owner's option, receive either one (1) additional day's pay for that week, or add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (b) If the holiday falls on a scheduled day off and the employee-owner is required to work he/she shall be paid pursuant to Article 46.4 and shall add one (1) day to his/her annual leave or shall or be given one (1) day off with pay at a mutually agreeable time.

46.6 Alternatives To 46.2 And 49.6

With respect to Article 46.2 and 49.6 an employee-owner shall receive payment at the applicable rate or, if mutually agreed, may be permitted to:

- (1) Add time off in lieu at the applicable rate to their annual leave.
- (2) Take time off in lieu at the applicable rate at a mutually agreeable time. The employee-owner shall indicate their preference on their time sheet.

46.7 Time Not Considered Vacation

Any period of time off allowed by the Company for:

- (1) Employee-owner's participation in organized recreational activities,
- (2) Because of inclement weather,
- (3) And for any other reasons;

Shall not be considered as a holiday for the purpose of this Agreement.

It is understood that such time off shall be granted at the discretion of the Company, having due regard to the work requirements in each department.

Such authorized time off which falls within the assigned worked day of an employee-owner shall be considered as time worked.

ARTICLE 47 — SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS

47.1 Holiday Season Scheduling

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

- (1) December 24th (which shall be considered Christmas Day);
- (2) or Christmas Day;
- (3) or New Year's Day

Based on seniority and an employee-owner choosing Christmas Day shall not be scheduled to work past 12:00 a.m. on the eve of the holiday.

An employee-owner choosing New Year's Day shall not be scheduled to work past 7:30 p.m. on the eve of the holiday.

47.2 Holiday Schedule Posted

These Christmas and New Year's holiday schedules shall be posted no later than the 30th of November.

47.3 Normal Shift Patterns Affected By Holidays

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

ARTICLE 48 — ILLNESS AND INJURY

48.1 Illness And Injury

Absences due to illness and injury with the calendar year (January 1 to December 31) shall be paid as follows:

- (a) The first eight (8) days [sixty four (64) hours] (pro-rated for Regular Part Time Employee-Owners) of absence due to illness or injury shall be paid at one hundred (100) per cent of the Employee-Owner's hourly rate of pay.
- (b) The subsequent ten (10) days - (80) hours of absence due to illness or injury shall be paid at seventy five percent (75%) of the Employee Owner's hourly rate of pay.
- (c) Absences due to illness or injury over eighteen (18) days — one hundred and forty four (144) hours shall be unpaid leave.
- (d) Part (b) above shall not apply if the employee-owner is absent for ten (10) consecutive days (80 hours) and then proceeds to Short Term Disability as set out in Article 48.2. The employee-owner shall be paid at one hundred (100) per cent of hourly rate for all days absent prior to transitioning to Short Term Disability.
- (e) Part (b) above shall not apply if the Employee Owner is absent due to medical issues relating to a pregnancy.
- (f) If requested to do so by the Company, an employee-owner shall provide satisfactory evidence, e.g.;

Medical examinations, at the expense of the company, for illnesses that exceed three (3) days.
- (g) Where an employee-owner has exhibited a pattern of absence, the Company may require satisfactory evidence of illness for absences of three (3) days or less.
- (h) The Company will inform the employee-owner and the Union, of any perceived sick leave concern prior to requesting proof of illness.
- (i) An employee-owner may use up to thirty-two (32) hours of existing paid illness and injury leave to provide care for a dependent child or elderly parent.

48.2 Short Term Disability

Employee-owners who are absent because of illness or injury for more than ten (10) consecutive work days (80 hours), shall be covered by Short Term Disability insurance.

48.3 Absence And Vacation

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

48.4 Illness Or Injury While On Vacation

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

ARTICLE 49 — HEALTH AND WELFARE PLANS

49.1 Health And Welfare Benefits

The Company shall make available to eligible employee-owners the following health and welfare benefits;

- (a) The Company shall pay one hundred percent (100%) of the cost of premiums for Extended Medical and Dental coverage under the terms, conditions and services provided as described in the Company's contract with Maximum Benefits.

A copy of the contract shall be provided annually to all eligible employee-owners.

- (b) The Company shall pay eighty percent (80%) of the cost of premiums for the B.C. Medical Services Plan.
- (c) The Company shall pay fifty percent (50%) of the cost of premiums for Short Term Disability Insurance.
- (d) The Employee-owner shall pay one hundred percent (100%) of the cost of the following premiums:
- Life Insurance
 - Long Term Disability Insurance
 - Accidental Death and Dismemberment Insurance
 - Optional Group Life Insurance

49.2 No Change In Benefits

Health and Welfare coverage may not be changed without the Union's consent.

49.3 Review Of The Plan

The Company and Union shall meet during the term of this Agreement for the purpose of reviewing a Pension Plan.

ARTICLE 50 — COMPASSIONATE, EMERGENCY AND MEDICAL LEAVE

50.1 Compassionate Care Leave

When an employee-owner is required to be absent from work due to a death, a critical medical or other emergency in the employee-owners' immediate family, the employee-owner shall be granted up to five (5) days (forty (40) Hours) of paid leave.

Immediate family is considered; spouse, child, parent, sibling, grandparents, spouse's parent, spouse's sibling, or spouse's grandparents.

50.2 Travel Time

When travelling time is necessary, up to two (2) additional days (16 hours) of paid leave shall be granted.

50.3 Medical & Dental Appointments

The Company shall continue the past practice of granting time off to employee-owners for medical, dental, and eye appointments.

Employee-owners shall give the Company at least one (1) weeks' notice of such appointments.

ARTICLE 51 — PATERNITY LEAVE

51.1 Paternity Leave

- (a) Article 51 shall apply to both full time and regular part time employees.
- (b) An employee owner shall receive five (5) days (forty (40) hours) (pro-rated for regular part time employees) paid leave following the birth or the adoption of the employee-owner's child.
- (c) Additional Child Care leave shall be granted in accordance with the Canada Labour Code.
- (d) Seniority shall accumulate during child care leave at a rate of forty (40) hours per week (pro-rated for regular part time employees) and shall be applied upon return to work to Article 27 and Article 45.
- (e) Instead of receiving paid leave under 51 (b), a full time employee-owner who has completed 2080 hours of service (pro-rated for part time employees) and who returns to work following additional child care leave shall receive fifteen (15) weeks (600 hours) child care leave pay for the amount of the difference between Employment Insurance (E.I.) received during child care leave and eighty percent of their regular wages. Single

fathers shall receive one hundred per (100%) of the difference between E.I. and their regular wage.

(f) Payment Schedule:

First Payment:	25 per cent upon return to work
Second Payment:	25 per cent after three months continued employment
Third Payment:	25 per cent after six months continued employment
Final Payment:	25 per cent after nine month continued employment

ARTICLE 52 — MATERNITY LEAVE

52.1 Child Care Leave

- (a) Article 52 shall apply to both full time and regular part time employees.
- (b) Child care leave shall be granted in accordance with the Canada Labour Code.
- (c) Seniority shall accumulate during maternity leave at a rate of forty (40) hours per week (pro-rated for regular part time employees) and shall be applied upon return to work to Article 27 and Article 45.

52.2 Return To Work

- (a) Full time employee-owners who have completed 2080 hours of service (pro-rated for part time employees) and who return to work following maternity leave after the birth or adoption of their child shall receive fifteen (15) weeks (600 hours) maternity leave pay for the amount of the difference between Employment Insurance (E.I.) received during maternity leave and eighty percent of their regular wages. Single mothers shall receive one hundred per (100%) of the difference between E.I. and their regular wage.
- (b) Payment Schedule

First Payment:	25 per cent upon return to work
Second Payment:	25 per cent after three months continued employment
Third Payment:	25 per cent after six months continued employment
Final Payment:	25 per cent after nine month continued employment

52.3 Proration

Maternity leave credits shall be assigned at a rate of twenty (20) days (180 hours) prorated for every year (2080 hours) of seniority up to a maximum of one hundred and twenty (120) days (960 hours).

First payment: 25 per cent (25%) upon return to work.

Second payment: 25 per cent (25%) after three (3) months of continued employment.

Third payment: 25 per cent (25%) after six (6) months of continued employment.

Final payment: 25 per cent (25%) after nine (9) months of continued employment.

ARTICLE 53 — JURY DUTY AND COURT APPEARANCE

53.1 Jury Duty And Court Appearance

Jury duty shall be an unpaid leave of absence.

The Company shall pay all costs related to any appearance in court by an employee-owner if that appearance is directly related to the performance of their duties for the company.

ARTICLE 54— EDUCATION AND SEMINARS

54.1 Education And Seminars

The Company shall, upon the prior approval of the JUMC, reimburse an employee-owner for fees paid by an employee-owner, as tuition, for any industry related courses including Workers' Compensation Board (W.C.B.) Industrial First Aid Certificate courses.

Payment is to be made after successful completion of such courses.

54.2 First Aid Courses & Certification

The Company shall pay a monthly bonus (not to be included in the base rate) to one (1) bargaining unit member, upon successful completion of the Industrial First Aid Course and who maintains a valid certificate, for as long as the individual is designated to be the Company's First Aid representative.

The intent of this clause is to have the individual contribute towards the Company's health and safety programs, and the selection will therefore be made after prior consultation with the Union.

The monthly bonus will be as follows:

- Level 3 Ticket - \$110.00
- Level 2 Ticket - \$100.00
- Level 1 Ticket - \$ 90.00

In addition, the Company agrees to provide training for a Standard First Aid Ticket for up to five (5) other individuals at any one time.

These individuals will be selected from volunteers from the Victoria and Nanaimo locations, following consultation with the Union.

No monthly bonus will be paid to these volunteers.

54.3 Pay For Attendance

When an employee-owner attends approved seminars, educational courses, etc., the employee-owner shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel.

ARTICLE 55 — CLOTHING AND GROOMING ALLOWANCE

55.1 Clothing And Grooming Allowance

The Company shall provide a clothing and grooming allowance to employee-owners working on-camera on a regular basis. Items purchased shall be for the purposes of on-air use.

- (a) Reimbursement of thirteen hundred dollars (\$1300) per calendar year for regular anchor persons, weather broadcasters, and public affairs persons.
- (b) Reimbursement of nine hundred twenty five dollars (\$925) per calendar year for reporters and video-journalists.
- (c) Reimbursement will **be** paid upon submission of receipts and receipts shall be submitted for reimbursement within thirty (30) days of purchase and shall be reimbursed within thirty (30) days of submitting the receipt.

ARTICLE 56— EXISTING BENEFITS

56.1 Existing Benefits

The Company recognizes that on or before the commencement of this Agreement, employee-owners in the bargaining unit enjoyed certain benefits and privileges not referred to herein.

The Company agrees not to alter or change these benefits except as they may be specifically amended herein, in such manner as to discriminate against employee-owners in the bargaining unit.

The Company further agrees it shall not alter a job function for the sole purpose of removing it from the bargaining unit.

ARTICLE 57 DURATION OF AGREEMENT

57.1 Duration Of Agreement

This agreement shall commence on the 31st day of August, 2018 and expires on the 31st day of August, 2021 unless either party notifies the other by registered mail not more than one hundred and twenty (120) days and not less than thirty days prior to the date of expiry, or anniversary of such date, of its intent to modify the Agreement, or until seven days after a Report of a Conciliation board has been received by the Minister of Labour of desire to modify this Agreement.

If such notice is given as specified above, a meeting shall be held within twenty days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

57.2 Agreement In Full Force And Effect

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by this Agreement.

The parties further understand and declare that if any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order in Council or Regulations passed there under, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

Agreed to this 31st day of August, 2018 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union

Rob Germain

Jeff Kinch

Peggy Heyer

Richard Konwick

Jason Sokoloski

Elaine Bohlender

LETTER OF UNDERSTANDING #1

Between:

CHEK MEDIA GROUP LTD.

And:

UNIFOR Local M-1

Re: Professional Activities

1. The first professional obligation of the employee-owner shall be to the employer.
 - (a) Unless the employer and/or the employee-owner is required by law or by a court of competent jurisdiction or other competent authority to do so, no employee-owner shall be required by the employer to give up custody of or disclose knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the sources thereof to any party other than the employer.
 - (b) Where the employer has authorized the employee-owner in writing to release for broadcast, material whose source is to be kept confidential then if the employee-owner is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all the expenses incurred by the employee-owner.

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

An employee-owner's by-line/credit shall not be used over their protest. Substantive, factual changes in script/material content shall be brought to the employee-owner's attention before broadcast.

The employee-owner shall be given the reason(s) for the change(s). Where it is not possible to reach an employee-owner and providing all reasonable efforts have been made to do so, the Company shall have the option of dropping the byline/credit of the employee-owner before broadcast.

2. Except in the case of an allegation of defamation, where a question arises as to the accuracy of the material for broadcast, no major editorial change(s), retraction or apology shall be aired without prior consultation of the employee-owner concerned or without every effort being made to first consult the employee-owner. Except where libel has been proven, no criticism of an employee-owner's work will be broadcast without presenting

such criticism to the employee-owner concerned and providing that employee-owner with equal time for reply in the same broadcast.

Agreed to this 31st day of August, 2018 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union:

Rob Germain

Jeff Kinch

Peggy Heyer

Richard Konwick

Jason Sokoloski

Elaine Bohlender

LETTER OF UNDERSTANDING #2

Between:

CHEK MEDIA GROUP LTD.

And:

UNIFOR Local M-1

Re: Anchor Contracts

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

- (a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee-owner and the Company from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the collective agreement.

An employee-owner entering into an individual contract shall be entitled to exercise all of the benefits and provisions of this agreement.

- (b) A copy of an individual contract shall be forwarded to the Unifor National Representative in Vancouver for review (not approval) prior to any contract coming into effect.

The contents of the individual contract shall be deemed to be strictly confidential and shall not be disclosed by the Unifor National Representative to any other person, firm, or corporation without the written agreement of the Company and the Employee-owner.

- (c) If the collective agreement and the personal service contract conflict, the collective agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.

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

- (1) The employee-owner affected and the Union shall be informed in writing:
- (2) Within ten (10) days of receiving notice, the employee-owner shall select one of the following options:
- (i) To receive the lump sum severance payments outlined in their individual anchor contract, and forfeit all rights and privileges under the collective agreement
- (ii) To exercise all rights and privileges under the collective agreement.

For the Employer:

For the Union:

Rob Germain

Jeff Kinch

Peggy Heyer

Richard Konwick

Jason Sokoloski

Elaine Bohlender

LETTER OF UNDERSTANDING #3

Between:

CHEK MEDIA GROUP Ltd.

And:

UNIFOR Local M-1

Re: Training Wage

The Company may pay, for up to eighty (80) hours, newly hired employees a training wage at the Group 1 start rate. Employees working at the training wage must be under the direct supervision of, and receive training from, an employee-owner. The training period may be extended for another eighty (80) hours with the approval of the JUMC.

Agreed to this 31st day of August, 2018 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union:

Rob Germain

Jeff Kinch

Peggy Heyer

Richard Konwick

Jason Sokoloski

Elaine Bohlender

LETTER OF UNDERSTANDING #4 - 2018

Between:

CHEK MEDIA GROUP Ltd.

And:

UNIFOR Local M-1

Re: Current Employees

Employee-owners currently working in 37.5 hour per week (1950 hours per year) and Group 4C positions shall be grandfathered in those positions.

HOURLY RATES

HOURLY RATE 1950 Hours per year GROUP 2	Sept. 1/18	Sept. 1/19	Sept. 1/20
Start	\$23.47	\$23.93	\$24.40
975 Hours	\$24.58	\$25.07	\$25.57
1 Year	\$25.67	\$26.18	\$26.70
2 Year	\$27.23	\$27.77	\$28.32
3 Year	\$28.94	\$29.51	\$30.10
4 Year	\$30.57	\$31.18	\$31.80
5 Year	\$32.55	\$33.20	\$33.86
6 Year	\$34.49	\$35.17	\$35.87
7 Year	\$35.52	\$36.23	\$36.95
GROUP 3			
6 Year	\$39.49	\$40.27	\$41.07

Hourly Rate GROUP 4C	Sept. 1/18	Sept. 1/19	Sept. 1/20
	\$42.29	\$43.13	\$43.99

27.1

HOURLY RATE GROUP 1	Sept. 1/18	Sept. 1/19	Sept. 1/20
Start	\$21.62	\$22.05	\$22.49
1 Year	\$22.66	\$23.11	\$23.57
2 Year	\$23.57	\$24.04	\$24.52
3 Year	\$24.75	\$25.24	\$25.74
4 Year	\$26.37	\$26.89	\$27.42
HOURLY RATE GROUP 2	Sept. 1/18	Sept. 1/19	Sept. 1/20
Start	\$22.01	\$22.45	\$22.89
1040 Hours	\$23.03	\$23.49	\$23.95
1 Year	\$24.06	\$24.54	\$25.31
2 Year	\$25.56	\$26.07	\$26.59
3 Year	\$27.12	\$27.66	\$28.21
4 Year	\$28.67	\$29.24	\$29.82
5 Year	\$30.52	\$31.13	\$31.75
6 Year	\$32.33	\$32.97	\$33.62
7 Year	\$33.36	\$34.02	\$34.70
HOURLY RATE GROUP 3	Sept. 1/18	Sept. 1/19	Sept. 1/20
Start	\$27.82	\$28.37	\$28.93
1 Year	\$29.12	\$29.70	\$30.29
2 Year	\$30.67	\$31.28	\$31.90
3 Year	\$32.33	\$32.97	\$33.62
4 Year	\$34.12	\$34.80	\$35.49
5 Year	\$35.94	\$36.65	\$37.38
6 Year	\$37.03	\$37.77	\$38.52
HOURLY RATE GROUP 4	Sept. 1/18	Sept. 1/19	Sept. 1/20
Start	\$37.65	\$38.40	\$39.16
Year 1	\$38.42	\$39.18	\$39.96
Year 2	\$39.19	\$39.97	\$40.76
Year 3	\$39.98	\$40.77	\$41.58
Year 4	\$40.79	\$41.60	\$42.43

Signing Bonus:

A bonus of two (2) per cent will be paid to all full time, regular and irregular part time employees on their hours worked, to a maximum of 2080 hours, between September 1, 2017 and August 31, 2018.

For full time employee-owners hours shall include holiday and sick time, but not overtime.

The bonus will be calculated based on the employee's hourly rate as of August 31.

To qualify an employee must be employed by the company on the date the bonus is paid.

LETTER OF UNDERSTANDING #5 - 2018

Between:

CHEK MEDIA GROUP Ltd.

And:

UNIFOR Local M-1

Re: Conversion to Part Time

Full time employee-owners may request to reduce their hours of work and convert to regular part time. All requests shall be assessed in good faith on a case by case basis by departmental managers. Requests shall be responded to in writing in a reasonable time. Approved requests shall be reevaluated and renewable on a yearly basis. Days off and scheduling shall be determined by management

For the Employer:

For the Union:

Rob Germain

Jeff Kinch

Peggy Heyer

Richard Konwick

Jason Sokoloski

Elaine Bohlender