

COLLECTIVE AGREEMENT

BETWEEN

**THE ABORIGINAL PEOPLES
TELEVISION NETWORK**



AND

THE CANADIAN MEDIA GUILD



EFFECTIVE

SEPTEMBER 20, 2004 TO SEPTEMBER 19, 2007

OPERATIONS UNIT

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COLLECTIVE AGREEMENT

THIS AGREEMENT made this 20th day of September, 2004.

BETWEEN:

**ABORIGINAL PEOPLES TELEVISION NETWORK
INCORPORATED,**
2nd Floor - 339 Portage Avenue
Winnipeg, Manitoba
R3B 2C3

(hereinafter referred to as the "Employer"),

OF THE FIRST PART

- and -

CANADIAN MEDIA GUILD,
114 Front Street West, Suite 300
Toronto, Ontario
M5J 2L7

(hereinafter referred to as the "Union"),

OF THE SECOND PART

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Definitions

A **"full-time"** employee is one who is employed to work the full regular hours in a day and a week.

A **"part-time"** employee is one who is employed on a regular basis, but at less than the full regular hours.

A **"temporary"** employee is one who is employed according to a written contract which specifies a fixed term of employment.

A **"day"** is a twenty-four (24) hour period which commences with the start of an employee's shift. A shift which commences on one calendar day shall be deemed not to extend into the next calendar day.

"Days" where used in this Agreement shall be deemed to exclude Saturday, Sunday and designated holidays unless specifically stated otherwise.

"Basic Hourly Rate" shall mean the hourly rate for the work being performed exclusive of overtime and premiums.

"Basic Pay" shall mean pay at the applicable basic hourly rate for the normal or applicable number of hours.

"Permanent Vacancy" is a vacant position which has been declared by the Employer to require filling on a permanent basis. Once posted a permanent vacancy shall be filled unless a qualified employee cannot be found or the need for the position ends.

"Student" means an individual who is engaged on a full-time or part-time basis in a course of studies provided by a recognized secondary or post-secondary educational institution.

"Intern" means an individual who is engaged by the Employer for a purpose primarily related to career development of the individual.

"Mentor" means an individual who is engaged by the Employer primarily for the purpose of providing mentorship to an employee.

"Mentee" is an individual engaged or employed by the Employer who is in a mentorship relationship with a mentor.

"Aboriginal" means an individual whose ancestry is First Nations, Inuit or Métis.

The word **"employee"** or **"employees"** wherever used in this Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.

Whenever the masculine pronoun is used in this Agreement it includes the feminine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

Article 1

Intent and Purpose

- 1.01 It is the intent and purpose of this Agreement to recognize the mutual interest of the Employer and the Union in promoting the utmost cooperation between the Employer and its employees consistent with the rights of both parties. It is further the intent of this Agreement to foster an open and professional relationship which shall prevail at all times between the Employer and the employees and to this end this Agreement is signed in the spirit of good faith by the parties. This Agreement is therefore designed to set forth clearly all agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto and to provide an amicable method of settling any differences that may arise in the interpretation, administration, application or alleged violation of this Agreement.
- 1.02 The parties confirm their commitment to work together to advance the Mission and Values of the Employer. The Mission of the Employer is as set forth below:
- "Aboriginal Peoples Television Network is sharing our peoples' journey, celebrating our cultures, inspiring our children and honouring the wisdom of our elders."
- 1.03 The parties recognize the dignity and worth of every employee. The parties confirm that they will deal with each other at all times with honesty, trust and respect.
- 1.04 The parties recognize the right of employees to work in an environment that respects their privacy and is free from surveillance subject to legitimate security needs.
- 1.05 Accordingly this Agreement recognizes and sets forth provisions regarding Employee rights including the following areas:
- (a) mentorship and training
 - (b) non-discrimination and harassment
 - (c) seniority
 - (d) working conditions

- (e) layoff and recall
- (f) leave provisions
- (g) health and safety
- (h) dispute resolution

1.06 The parties agree that their respective rights referred to in this Agreement will be exercised in a fair, reasonable and safe manner, in good faith and be subject to the provisions of this Agreement.

Article 2

Scope and Recognition

2.01 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued December 4, 2003, as amended from time to time, as follows:

"All employees of Aboriginal Peoples Television Network, Incorporated who work as master control operators, as studio crew, including directors, assistant directors, (script assistants), graphics and chyron operators, switchers, audio operators, technical directors, broadcast technicians, camera (shooter)/editors, or camera (shooter), excluding the web editor and those who are included in the on-air and production unit certified by Board Order no. 8306-U, issued August 2, 2002, and those who work in a managerial or confidential capacity in accordance with the Canada Labour Code."

2.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non membership in the Union or because of activity or lack of activity in the Union.

2.03 The Union further agrees that there shall be no solicitation for membership or other union activities during working hours, except as specifically permitted by this Agreement or in writing by the Employer.

2.04 The Employer shall notify the Union of any newly created position(s) or classification(s) including positions or classifications for which it claims an exclusion from the bargaining unit. This notice shall be given within seven (7) calendar days of the creation of the position or classification and where the Employer seeks to exclude the position(s) or classification(s) from the bargaining unit, the notice shall include the reasons for the exclusion. The parties will meet within seven (7) calendar days of the Union being notified. Should the parties fail to reach agreement on any proposed exclusion, this matter shall become the subject of a grievance and may be referred to binding arbitration as per the provisions of Article

31 - Arbitration.

2.05 For greater clarity, the parties agree that the Manager of Operations is excluded on the basis of managerial capacity.

Article 3

Management Rights

- 3.01 The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all rights, powers and authority are retained solely and exclusively by the Employer.
- 3.02 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the specific provisions of this Agreement the Employer has the sole and exclusive right:
- (a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;
 - (b) to direct the work force and to select, hire, retire, promote, demote, transfer, assign, classify, lay off and recall employees;
 - (c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);
 - (d) to establish, maintain, alter and enforce reasonable rules, regulations, policies and procedures to be observed by employees;
 - (e) to establish new positions and to alter, consolidate or abolish existing positions;
 - (f) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;
 - (g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the productions and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors or firms; and

(h) to have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities, and equipment.

3.03 Subject to the doctrine of Estoppel, the Employer's non-exercise of any right or function shall not be deemed a waiver of its right to exercise such right or function.

3.04 The rights referred to in this Article shall be exercised in a fair, reasonable and safe manner, in good faith and be subject to the provisions of this Agreement.

Article 4

Mentorship, training and professional development

- 4.01 The Employer recognizes the value of mentorship, training and professional development programs that develop and maintain the skills of employees and will provide such mentorship or training where, in its discretion, same is appropriate, having regard to operational requirements. The parties recognize that preference in selection for mentorship positions will be given to individuals of Aboriginal ancestry.
- 4.02 On an annual basis, employees shall identify training needs or educational opportunities that will advance required skills in their present positions and/or provide opportunities for career development. Such identified training needs or opportunities will be communicated to the appropriate Supervisor with a copy to Human Resources and will be given serious consideration by the Employer. Where approved, such training, including any leave required, will be funded in whole or in part by the Employer.
- 4.03 Employees on request will have documents related to upgraded knowledge or skills not already on file placed in the Human Resources file.
- 4.04 Where the Employer determines to send employees to training courses, the Employer will cover the cost of same including basic pay. Where the Employer requires training or travel to occur on a statutory holiday or an employee's scheduled day off, the employee shall be given an alternate day off without loss of pay and all overtime provisions of this Agreement will be waived.
- 4.05 Where the Employer approves an employee request for a training program, the Employer may grant leave without pay or may pay part or all of the registration and tuition fees of the course providing such course relates to the type of work done by the employee.
- 4.06 Where appropriate, the Employer agrees to afford employees the opportunity to develop their abilities by filling minor assignments at a more senior level. The Employer will give notice to eligible employees when such opportunities are available.

- 4.07 The parties recognize that the provision of training under this Article is subject to funds being made available by the Employer for the purpose of training.
- 4.08 Where the Employer assigns an employee to conduct a formal training program which replaces externally sourced training, he shall be entitled to a training premium of \$25.00 per day in connection with same in addition to basic pay and subject to the following conditions:
- (a) formal training program assignments must be expressly authorized by the Employer in writing;
 - (b) formal training program assignments shall include primary responsibility for one or more of the following:
 - (i) development and presentation of formal training program including course material;
 - (ii) theoretical and or practical instruction;
 - (iii) evaluation of trainees participating in a course complete with recommendations with respect to training objectives, programs and results.
- 4.09 The parties agree they will meet under the auspices of the Joint Committee as defined in Article 28 to discuss and elaborate on broad principles of training. Through this Committee, the parties will identify and provide input to the Employer regarding training and development needs and programs or services available. The Employer undertakes to inform employees of training courses or programs which are offered by the Employer or agencies contracted by the Employer.
- 4.10 Applications for and approvals of training will be made in writing on a form agreed between the Employer and the Union and attached to this Agreement as Schedule 1.

Article 5
Check off union dues

- 5.01 The Employer agrees to deduct, from every employee, the amount of monthly dues uniformly levied in accordance with the by laws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union on the 15th day of the month following the month for which the dues are deducted, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.02 Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.
- 5.03 The Union agrees to save the Employer harmless from all such deductions and payments so made.
- 5.04 The Employer will provide to the national office of the Union, on a monthly basis, an electronic file containing the following information regarding employees:
- (a) Employee name;
 - (b) Employee ID;
 - (c) Employee title;
 - (d) Employee status;
 - (e) Employee home address (with consent);
 - (f) City and Province;
 - (g) Seniority date;
 - (h) Salary anniversary date;
 - (i) Current salary;
 - (j) Additional remuneration amount;
 - (k) Upgrades in excess of four (4) weeks;
 - (l) Type of departure/end of employment;
 - (m) Type of absence (e.g. maternity/parental leave, etc.);
- 5.05 In addition to the above information the Employer will provide to the national office of the Union the following information regarding Employees:

- (a) Overtime record (upon written request);
- (b) Newly created positions, classifications and abolished positions;
- (c) Newly excluded classifications which are related to the bargaining unit;
- (d) Copies of personal contracts (with consent);
- (e) Copies of notices of suspensions and dismissals;
- (f) Notice of extensions of trial and probationary periods;
- (g) Notice of hiring.

Article 6

Permanent employees

- 6.01 All employees shall be considered full time employees of the Employer, except as specified in accordance with the provisions of this Agreement.
- 6.02 The parties acknowledge the continuing need for permanent full time employees with regard to the proper operation of the organization. The parties also recognize the need for permanent part time employees in a variety of situations filling a variety of needs.
- 6.03 The same selection factors, with necessary changes, used for the selection of permanent full time employees will be used when selecting permanent part time employees in similar positions.
- 6.04 Permanent part time employees will attain seniority in accordance with the provisions of Article 11.04 subject to the requirement to work a probationary period equal in time to that worked by full time employees.
- 6.05 Permanent part time employees will be entitled to applicable annual leave/benefit provisions which are available to permanent full time employees pro rated on the basis of regular hours worked.
- 6.06 Basic pay for permanent part time employees will be in accordance with Article 12 of this Agreement pro rated on the basis of regular hours worked.
- 6.07 Current permanent full time employees may apply for a reduced work week/part time schedule. At the discretion of the Employer, subject to operational requirements, such requests may be granted on terms as determined by the Employer after consultation with the Union.
- 6.08 In circumstances where a permanent full time employee is granted a reduced work week/part time schedule, the employee will be treated as part time.
- 6.09 Part time employees will not be required to work on a sustained basis more than five (5) days per week.

Article 7

Temporary employees

- 7.01 The Employer agrees that the hiring of temporary or casual employees is for the purpose of responding to operational requirements and for specific projects with a limited time span and/or to cover extended absences of employees (for example, maternity leave, annual vacations, etc.). Engagement of temporary employees will not displace full time permanent employees or delay the filling of a permanent vacancy.
- 7.02 Temporary employees will normally be hired for a term not exceeding twelve (12) months. Engagements of temporary employees beyond twelve (12) months will only occur in exceptional circumstances. In such cases, the Employer will consult with the Union prior to engaging a temporary employee for a term longer than twelve (12) months or extending such term.
- 7.03 (a) When the employment of a temporary employee hired for a period in excess of thirteen (13) weeks is terminated, other than for cause, prior to the expiry date of the term, the employee shall be given two (2) weeks notice or two (2) weeks basic pay in lieu of notice or be paid for the remainder of the term, whichever is less.
- (b) The Employer will endeavour to advise a temporary employee of the status of his contract two (2) weeks prior to its expiry.
- 7.04 All provisions of this Agreement apply to temporary employees except Articles related to seniority, layoff and recall, jury and witness duty, leaves of absence and committees.
- 7.05 Temporary employees hired for a term of thirteen (13) weeks or less will be entitled only to receive vacation pay and statutory holiday pay at the rate of eight (8%) percent of their basic pay. Such amounts will be paid with each pay cheque.
- 7.06 Subject to any restrictions contained in the respective benefit plan or legislation, temporary employees hired for a period in excess of thirteen (13) weeks will be entitled to benefits provided in this Agreement with the exception of short term disability, long term disability and pension.

7.07 Where a temporary employee is hired into a full time permanent position, the Employer will:

(a) give credit for all of the time worked in the same position as a temporary employee for the purpose of placement in the salary scale;

(b) consider shortening the probationary period to be served to reflect time worked in the same position. If the probationary period is shortened, same will expressly be stated in writing, with a copy to the Union.

Article 8

Student and intern placement

- 8.01 The parties confirm their commitment to the development of aboriginal broadcasters by means of temporary placement opportunities for students and interns.
- 8.02 Internship programs will be developed by the Employer after consultation with the Union. The development process will include but not be limited to issues such as:
- (a) the duration of program
 - (b) number of participants
 - (c) publicizing of the program
 - (d) selection of participants and training necessary for trainers
 - (e) selection of the designated mentor.
- 8.03 Specific assignments of interns will be discussed in advance and scheduled with employees in a manner that is productive for all concerned. Such assignments will be subject to periodic review with the employees and interns in question.
- 8.04 The parties recognize that interns are part of a training initiative and will not be used to displace permanent employees or avoid the filling of a permanent vacancy.

Article 9

Non-discrimination and harassment

- 9.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced toward any employee in the matter of hiring, salary rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted, as those prohibited grounds are defined and administered in the Canadian Human Rights Act, nor by reason of his membership or non membership in a labour union nor on the basis of any other prohibited ground set forth in the Canadian Human Rights Act subject to the concept of bona fide occupational requirement/qualification.
- 9.02 The parties recognize the dignity and worth of every employee. Every employee has the right to work in an environment free of harassment and to be treated with respect, courtesy and tact. The parties will not tolerate harassment in the workplace.
- 9.03 Harassment is a discriminatory practice, in matters related to employment, on any of the following prohibited grounds:
- race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.
- 9.04 Three types of sexual harassment are prohibited by the Act:
- (a) vexatious comment or conduct (which includes a sexual advance or solicitation not covered by (b));
 - (b) a sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another; and
 - (c) threat or institution of reprisal by a person in a position to grant or deny a benefit against the person who rejected his sexual advance.

- 9.05 Employees may register complaints about harassment by providing a complaint in writing in accordance with the Harassment Policy of the Employer, a copy of which is attached as an Appendix to this Agreement. All complaints of harassment will be treated with as much confidentiality as possible. An investigation of a harassment complaint will be conducted promptly. No employee will be disciplined for a harassment complaint made in good faith with reasonable grounds.
- 9.06 An employee who has filed a harassment complaint and who is dissatisfied with the outcome may file a grievance in accordance with the grievance and arbitration procedure set forth in Article 30 and Article 31.
- 9.07 The parties recognize that from time to time conflicts in the workplace may arise requiring immediate and effective attention. Where these conflicts are non sexual in nature but are deemed to constitute a form of discrimination on a prohibited ground as set forth in Article 9.01, they will be deemed to constitute personal harassment and will be dealt with under the provisions of 9.02.
- 9.08 Where conflict as set forth in Article 9.07 arises that does not involve harassment on a prohibited ground, the Employer shall take appropriate action to resolve such conflicts with the cooperation of the Union.
- 9.09 In order to ensure harmonious relations within the workplace, the parties agree that "unacceptable behaviour" which results in a denial of an employee's dignity and respect, threatens to affect the well being or job performance of an employee and/or is found to be offensive, embarrassing or humiliating will not be tolerated.
- 9.10 Where a written complaint alleging "unacceptable behaviour" is made, an investigation will occur and the parties will work cooperatively towards resolution of the complaint.
- 9.11 Complaints will be submitted in writing to the Manager of Human Resources or his designate and should include sufficient detail to permit an investigation. Such reports will be treated with as much confidentiality as possible and the contents made available only to the extent appropriate in the conduct of the investigation.

- 9.12 The Employer will take disciplinary or other remedial action as deemed appropriate by the Employer based on the circumstances. When such action involves an employee, same will be in accordance with the disciplinary provisions of this Agreement.
- 9.13 The good faith exercise of management rights as set forth in Article 3 shall not constitute harassment.

Article 10

Seniority

10.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer since the date of his last hiring by the Employer. A new employee shall be subject to a probationary period as set forth in Article 11.04. Upon successful completion of the probationary period, the employee will be credited with seniority from the date of hire. It is agreed that work on any part of a day counts as a day worked for the purpose of completion of the probationary period.

10.02 The seniority of an employee shall be completely lost and his employment with the Employer shall be terminated if he:

- (a) quits;
- (b) is discharged and not reinstated in accordance with the provisions of this Agreement;
- (c) is absent from work for five (5) or more consecutive days without notifying the Employer, unless he gives a reason satisfactory to the Employer for his failure to so notify the Employer;
- (d) is laid-off for a period of twelve (12) months or more;
- (e) fails to notify the Employer within five (5) days of receipt of notice of recall, or fails to report within five (5) calendar days from receipt of such notice, or at the date specified in the recall notice. Notice of recall may be by telephone, e-mail, or facsimile transmission and may be confirmed by registered mail to the employee's last address registered with the Employer. If notice is sent by registered mail, it shall be deemed to have been received on the second day following registration;
- (f) utilizes any leave of absence for a purpose other than that for which the leave was granted or fails to return to work after expiry of a leave of absence without providing a reason satisfactory to the Employer;
- (g) is otherwise absent from work without leave of the Employer for a period in excess of one (1) month, unless a reason satisfactory to the Employer is given.

10.03 The Employer shall maintain a list showing the name, address, seniority and current classification of employees. The seniority list shall be revised annually and a copy provided to the local Union President.

Article 11

Recruitment process

- 11.01 Where a permanent position within the bargaining unit becomes vacant, and if the Employer declares such a vacancy, it will be posted. The parties recognize that preference in hiring will be given to individuals of Aboriginal ancestry. The posting shall indicate the qualifications required by the Employer and will give notice that the position is a classification within the bargaining unit.
- 11.02 Such vacancies shall be posted for a period of ten (10) calendar days and employees bidding on job vacancies must make written application to the Human Resources Department not later than the tenth (10th) day of posting.
- 11.03 Vacancies caused by absence due to illness, accident, leaves of absence and operational emergencies which are not expected to exceed twelve (12) months, will be posted at the discretion of the Employer.
- 11.04 (a) New employees shall be subject to a probationary period of six (6) months, which may be extended at the discretion of the Employer for a further six (6) months. During the probation period the employee's performance in the job will be discussed at approximately three (3) month intervals. If corrective action is required, the Employer may prepare a plan to address the specific circumstances.
- (b) The Employer may dismiss a probationary employee for any reason, consistent with good faith. No grievance regarding the discharge of an employee who has not attained seniority shall be submitted to arbitration.
- (c) Accumulation of service for the purpose of calculating the completion of the probationary period shall be frozen as of the commencement of a leave for any reason which continues for a period of one (1) month or more.
- 11.05 The Employer shall consider applicants within the bargaining unit for whom a successful bid would result in a promotion or transfer

(as defined herein) to a higher or equally rated classification. In cases of promotion or transfer, the following factors shall be considered:

- (a) Skill, ability, performance, qualifications and experience;
- (b) Seniority.

When the factors in clause (a) are relatively equal in the opinion of the Employer then seniority shall govern.

- 11.06 Successful applicants shall be subject to a trial period of forty-five (45) days during which the employee may elect to return to his former classification of service or may be returned to his former classification of service by the Employer if in the opinion of the Employer he is not performing satisfactorily in the new position.
- 11.07 If a vacancy has not been filled on the foregoing basis, the Employer may fill the vacancy at its discretion.
- 11.08 The Employer may assign any individual to any vacancy on a temporary basis until the position is filled. Such assignment will not normally exceed three (3) months.
- 11.09 The Employer may engage individuals under a limited term contract to meet specific operational needs providing such engagement does not displace a permanent employee or delay the filling of a permanent vacancy.

Article 12
General salary provision

Television Director

Start	Step 1	Step 2	Step 3	Step 4	Step 5
46,586.47	48,276.13	50,027.08	51,841.53	53,721.80	55,670.26
Step 6	Step 7	Step 8			
57,689.38	59,781.75	61,950.00			

Broadcast Technologist

Start	Step 1	Step 2	Step 3	Step 4	Step 5
46,586.47	48,276.13	50,027.08	51,841.53	53,721.80	55,670.26
Step 6	Step 7	Step 8			
57,689.38	59,781.75	61,950.00			

Master Control Supervisor

Start	Step 1	Step 2	Step 3	Step 4	Step 5
42,702.38	44,251.17	45,856.14	47,519.32	49,242.81	51,028.82
Step 6	Step 7	Step 8			
52,879.61	54,797.52	56,785.00			

Studio Technical - Assistant Director, Switcher, Camera Operator, Audio, Chyron, Graphics

Start	Step 1	Step 2	Step 3	Step 4	Step 5
37,269.18	38,620.91	40,021.66	41,473.23	42,977.44	44,536.20
Step 6	Step 7	Step 8			
46,151.51	47,825.40	49,560.00			

Camera/Editor

Start	Step 1	Step 2	Step 3	Step 4	Step 5
37,269.18	38,620.91	40,021.66	41,473.23	42,977.44	44,536.20
Step 6	Step 7	Step 8			
46,151.51	47,825.40	49,560.00			

Master Control Operator

Start	Step 1	Step 2	Step 3	Step 4	Step 5
34,163.41	35,402.50	36,686.53	38,017.12	39,395.98	40,824.85
Step 6	Step 7	Step 8			
42,305.55	43,839.95	45,430.00			

Television Technician

Start	Step 1	Step 2	Step 3	Step 4
30,975.00	32,059.13	33,181.19	34,342.54	35,544.52

- 12.01 Employees will be paid in accordance with the salary scale applicable to the classification to which they are engaged. The placement of a new employee on the salary scale will be at the discretion of the Employer based on its assessment of the factors set forth in Article 11.05(a).
- 12.02 Basic salaries set out in Article 12 are minimum basic salaries. It is agreed that the Employer may continue its policy of granting discretionary increases above the scale of minimums.
- 12.03 Rates are effective from the date of ratification. Employees shall progress annually on the salary scale as of the employees' anniversary or promotion date as the case may be.
- 12.04 For transition purposes, employees already engaged will be placed at a step on the scales as agreed. Slotting will take effect as at the date of ratification with retroactivity as agreed. Progression to the next step will take place one year from the date of ratification. Employees who reach the top of the scale for their classification will go over scale by three and one-half (3.5%) percent one year after the date top of scale is reached.
- 12.05 Employees who are promoted to a higher paid classification will move to the first step on the new salary scale which provides an increase of at least three and one-half (3.5%) percent.
- 12.06 There shall be no reduction in an employee's salary unless the employee voluntarily seeks a position in a lower classification or accepts a lower classification under the terms of Article 17 - Layoff and Recall.

Article 13
Temporary upgrading

- 13.01 When the Employer temporarily assigns an employee to perform work for at least one (1) day in a higher classification covered by this Agreement, the employee shall be paid an upgrade of ten (10%) percent above the employee's basic rate.
- 13.02 An employee assigned by the Employer to perform work in a higher classification for a period of four (4) weeks or longer will temporarily be promoted to the higher classification and will be compensated at a rate within the salary range which ensures that the employee receives compensation at least ten (10%) percent more than the employee's basic rate so long as such temporary rate does not exceed the maximum for the higher classification.

Article 14

Hours of work and overtime

14.01 (a) Employees will be scheduled to work in accordance with the schedule established by the Employer, from time to time, and will undertake to complete the assignment as directed by the Employer.

(b) Permanent employees will have their hours posted on a work schedule two (2) weeks in advance and once posted will not normally be changed except in accordance with the provisions of this Agreement. Daily hours posted will be a minimum of three (3).

14.02 The normal work week for full-time employees will be thirty-five (35) hours. The normal work day for full-time employees will be seven (7) hours of work scheduled consecutively except for a meal period of one- (1) hour without pay.

14.03 There shall be two (2) consecutive days off in each work week (seven (7) day cycle) which shall be referred to as "scheduled days off". The two (2) days off may be in separate work weeks. The Employer shall continue to make every reasonable effort to schedule days off in an equitable manner. However, it is recognized there are specific assignments for which operational requirements may require certain employees to be assigned to work weekends on a regular or recurring basis. If it becomes necessary to schedule work on a scheduled day off, efforts will be made to notify the employee as early as possible. Hours worked on an employee's scheduled day off shall be compensated at the rate of one and one-half (1 1/2) hours for each hour worked and shall be included in the employee's record of overtime credits accumulated.

14.04 Employees will be given overtime credit for hours worked in excess of seven (7) hours up to eight (8) hours in a day or thirty-five (35) hours up to forty (40) hours in a week. Such overtime work shall be compensated by time in lieu at straight time. Written authorization for any work beyond the seven (7) hours in a day or thirty-five (35) hours in a week must be obtained (where practical in advance) from the appropriate supervisor to receive the overtime credit.

- 14.05 If an employee works hours in excess of eight (8) hours in a day or forty (40) hours in a week, the employee shall be granted time in lieu at the rate of one and one-half (1 ½) hours for each hour worked in excess of eight (8) hours in a day or forty (40) hours in a week. Prior written authorization for any work beyond the eight (8) hours in a day or forty (40) hours in a week must be obtained (where practical in advance) from the appropriate supervisor in order to receive the overtime credit.
- 14.06 Time off in lieu of overtime pay shall be scheduled by the Employer after consultation with the employee. Subject to operational requirements the Employer will endeavour to take into consideration the employee's request regarding the date of time off in lieu. The parties recognize that the intent of this Article is to allow employees to take their overtime as time off instead of being paid. The Employer will exercise its best efforts to meet this intent and schedule such time off. It is understood annual leave has clear priority over an employee's time off in lieu.
- 14.07 It is recognized that operational requirements may necessitate overtime work being performed and employees will work overtime when directed by the Employer. The Employer, however, will endeavour not to require employees to work an excessive amount of overtime. An employee whose accumulated overtime credits exceed twenty (20) days (four (4) weeks) may elect to be paid such excess existing at any time in cash.
- 14.08 Overtime taken as time off in lieu of overtime pay will be at the basic hourly rate of the employee which is current at the time it is taken.
- 14.09 The Employer shall keep a record of overtime credits accumulated and taken. Such record shall be made available to the Union upon written request.
- 14.10 The Employer agrees to make every reasonable effort to distribute the assignment of overtime work at a location, equitably among employees engaged in the same type of work at that location.
- 14.11 Employees who believe they have a workload issue which is regular and continuing and which in their opinion requires remedial

action, may request a review. The employee and the immediate Supervisor or delegate shall meet to discuss the workload issue with a view to developing a satisfactory resolution. Such resolution may include:

- (a) alternative organization of staff and facilities;
- (b) changes to the assignment; and
- (c) other acceptable alternatives.

14.12 If after the meeting the employee is not satisfied, the workload issue may be forwarded to the Joint Committee for further review.

Article 15
Call back

15.01 An employee who has completed his regular work day and who has left the premises of the Employer and is then called back to work shall be paid a minimum of four (4) hours at his basic rate.

Article 16

Meal periods and coffee breaks

- 16.01 All employees shall receive a reasonable break during each four (4) hour portion of their work day.
- 16.02 A meal period of one (1) hour without pay shall be granted to all employees of the bargaining unit.
- 16.03 The Employer may schedule the times of breaks and meal periods.
- 16.04 Employees required to work through a meal period will be compensated at the appropriate rate for that time worked.

Article 17

Layoff and recall

- 17.01 When the layoff of permanent employees is anticipated the Employer shall determine the positions to be eliminated and/or the number of employees to be laid-off. The Employer will endeavour to give the Union as much advance notice of layoffs as is reasonably practicable in order that discussions may be held to provide an orderly and equitable layoff procedure. The Employer will meet with the Union on request to discuss ways of reducing the impact of the layoff on employees. Such ways may include but not be limited to canvassing other vacancies inside or outside the bargaining unit, exploring possible voluntary resignations and identifying available temporary work.
- 17.02 Layoffs will be in inverse order of seniority in the same job classification. Employees with greater seniority may displace employees with less seniority in a lower classification provided they have the demonstrated qualifications (with reasonable orientation) to perform the duties of the more junior employee.
- 17.03 If it becomes necessary for the Employer to layoff employees, the Employer shall provide to the employees affected:
- (a) at least two (2) weeks notice in writing in advance of the proposed layoff; or
 - (b) basic pay in lieu of notice equal to at least two (2) weeks; or
 - (c) a combination of notice and basic pay in lieu of notice equalling at least two (2) weeks.
- 17.04 During the notice period set forth above in Article 17.03 the employee may have paid time off to pursue internal and external employment opportunities, job search assistance, training or any other activity which could improve his chances of achieving a successful career transition.
- 17.05 For layoff purposes, the Employer will, unless otherwise determined by mutual agreement of the parties, attempt to place affected employees through the following process:

- (a) an employee to be laid off will be given opportunity to apply for any existing vacancies within the bargaining unit pursuant to the provisions of this Agreement;
- (b) an employee to be laid off will be given consideration for existing vacancies outside the bargaining unit, provided that in the opinion of the Employer it is appropriate to do so;
- (c) if there is more than one qualified candidate for a vacancy, the Employer will select the successful candidate pursuant to the provisions of this Agreement;
- (d) should an employee subject to layoff be placed successfully into a vacancy under this Article, the employee will be subject to a trial period pursuant to the provisions of this Agreement.

17.06 Permanent employees who are subject to layoff will retain their seniority in accordance with the provisions of Article 10 and have recall rights for their seniority retention period.

17.07 When the Employer declares a vacancy, the Employer will recall laid off employees in accordance with the provisions of Article 17.02. Employees accepting a recall other than in their previous job classification shall be paid the basic salary appropriate to the new classification.

(a) The responsibility of the Employer will be considered fulfilled if the Employer gives notice of recall by telephone, e-mail or facsimile transmission confirmed by registered mail to the employee's last address registered with the Employer. If the laid off employee does not advise the Employer of his intentions within five (5) days of such notice or fails to report for work within seven (7) calendar days from receipt of such notice or at the date specified in the recall notice, whichever is later, the laid off employee will be deemed to have waived the recall and his seniority shall be completely lost and his employment with the Employer shall be terminated.

(b) A laid off employee who is unable to return to work for a reason satisfactory to the Employer within the timeframe set out in clause (a) above may decline a recall offer retaining his remaining seniority retention period and will be considered for future vacancies.

17.08 Where the employment of an employee who has attained seniority is terminated for reasons other than cause the employee will be entitled to severance pay.

17.09 An employee who receives notice of layoff pursuant to this article will be entitled to severance pay on the following basis:

- (a) After successful completion of the probationary period, two (2) weeks basic salary for each year of completed service. With respect to incomplete years severance pay shall be on a pro rata basis calculated to the nearest month of completed service;
- (b) At the time of layoff the employee may choose to receive severance payment and forfeit recall rights thereby terminating employment with the Employer or to retain recall rights in accordance with Article 10.02(d) in which case the employee shall not be entitled to severance unless he is not recalled within his seniority retention period;
- (c) The employee shall notify the Employer in writing of his intention to elect severance and forfeit recall rights as early as possible but not later than his last day of work;
- (d) Laid-off employees on the recall list may forfeit recall rights at any time by advising the Employer in writing of such request and will thereby be entitled to receipt of severance pay in accordance with this article, and their employment will be terminated.
- (e) An employee who has elected severance and forfeited recall rights is not precluded from being re-employed;
- (f) Notwithstanding clauses (b), (c) and (d) of this Article, Employees may elect to take a portion of their severance entitlement up to a maximum of two (2) weeks without forfeiting recall rights. An Employee who elects under this clause will not later be entitled again to be paid this portion of his severance entitlement.

17.10 Severance pay shall not be subject to check off for Union dues.

17.11 The provisions of Article 17 apply only to permanent employees.

Article 18

Short term layoff

18.01 Short term layoff will occur as follows:

- (a) Layoff resulting from a planned temporary closure of any part of the Employer during all or part of the production cycle;
- (b) Any other temporary layoff which is not anticipated to exceed three (3) months.

18.02 The Employer will endeavour to give as much notice as possible of a short term layoff but not less than two (2) weeks. The employee will be informed of the effective date of layoff and the date of return to work.

18.03 Benefits and seniority will be continued for the duration of a short term layoff.

18.04 Employees may use banked time to alleviate the effects of a short term layoff.

18.05 In the event that a short term layoff becomes a long term layoff, the period of the short term layoff will be used in determining entitlement to severance pay as per Article 17 -Layoff and Recall and all provisions of that Article will apply with necessary changes.

18.06 Annual leave and time off in lieu of overtime taken by an employee shall not be considered a short term layoff even if such time is scheduled by the Employer in accordance with the provisions of this Agreement.

Article 19
Annual vacation

- 19.01 The vacation year shall be from September 1 to August 31.
Employees who have achieved at least three (3) months service with the Employer as at September 1 shall receive an annual vacation with pay on the basis of one point two-five (1.25) days per month of employment in the year.
- 19.02 Employees who have achieved two (2) years continuous service with the Employer as at September 1 shall receive an annual vacation with pay on the basis of one point five (1.5) days per month of employment in the year.
- 19.03 Employees who have achieved five (5) years continuous service with the Employer as at September 1 shall receive an annual vacation with pay on the basis of one point seven-five (1.75) days per month of employment in the year.
- 19.04 Employees who have achieved eight (8) years continuous service with the Employer as at September 1 shall receive an annual vacation with pay on the basis of two (2) days per month of employment in the year.
- 19.05 If employment is terminated for any reason accrued vacation credits shall be paid in cash.
- 19.06 Employees shall take their vacations at a time determined by the Employer on the basis of operational requirements. Preference shall be given to employees within each classification on the basis of seniority. Employees may be required to use their accumulated vacation time during the production hiatus periods.
- 19.07 Applications for vacation shall be submitted in writing on a form prescribed by the Employer to the appropriate supervisor at least sixty (60) calendar days in advance of the projected vacation. The Employer shall confirm the granting or the denial of such dates within ten (10) days following its receipt.
- 19.08 Where employees require long term notice of vacation schedules to plan and confirm travelling arrangements the Employer will

endeavour to confirm the granting or denial of such vacation requests within ten (10) days following its submission.

19.09 For good and sufficient reason an employee may request to carry over up to two (2) weeks of annual vacation leave from one year to the next. An employee who wishes to carry over such portion of vacation shall so request in writing to the appropriate supervisor prior to the end of the vacation year.

19.10 Employees will see no reduction in their annual leave as a result of putting this Agreement in place.

Article 20

Statutory holidays

20.01 The Employer recognizes the following paid holidays:

- New Years Day
- Good Friday
- Victoria Day
- Aboriginal Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

20.02 In addition an employee may take three (3) floating holidays with basic pay. The employee shall notify the appropriate supervisor in writing of the desired date to take a floating holiday sufficiently in advance to allow the Employer to make appropriate scheduling changes. The floating holidays may be taken between September 1 and August 31 of the applicable year but may not be carried into the next fiscal year.

20.03 Should an additional paid holiday be proclaimed by the Federal Government or by a Provincial Government, one (1) floating holiday shall be allocated to such additional holiday and the employee shall be limited to the number of floating holidays which remain.

20.04 Should an additional paid holiday be proclaimed by the Employer, same shall be in addition to the holidays mentioned above.

20.05 Employees shall be paid for statutory holidays in the following manner:

- (a) If the holiday falls on a work day and the employee is not required to work he shall receive his basic pay for such day.
- (b) If the holiday falls during an employee's vacation. The vacation shall be extended for one (1) day or in lieu thereof the employee shall be given one (1) day off at a mutually agreeable time. The employee shall confirm such arrangements in writing prior to commencing vacation.

(c) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day as a common holiday the employee may add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall confirm the arrangement in writing.

(d) If the holiday falls on a regularly scheduled work day and the employee is required to work the employee shall receive one and one-half (1 ½) times his basic pay and in addition shall receive another day off with pay.

20.06 When a floating holiday is taken the employee shall be credited with the normal scheduled hours in that work week.

Article 21
Jury or witness duty

21.01 A permanent employee summoned to serve as a juror or subpoenaed on a scheduled work day shall continue to receive his basic pay less any amount received in payment for service as a juror or a witness. The employee shall return to work if released from jury or witness duty.

Article 22
General leave

22.01 Employer may grant a leave of absence with or without pay to a permanent employee at its discretion. The employee requesting leave shall submit same in writing to the appropriate supervisor with as much advance notice as possible. The supervisor will reply in writing.

22.02 Leaves for personal reasons will not normally be granted for a period in excess of three (3) months.

Article 23

Bereavement, special and compassionate care leave

- 23.01 A permanent employee may take time off without loss of basic pay for up to five (5) days in the event of death of a member of the employee's immediate family. Immediate family shall be defined to include spouse (including common-law), child (including adopted child), parent (including guardian), grandparent, brother or sister, father-in-law, mother-in-law and the spouse of the father-in-law or mother-in-law and any relative with whom the employee permanently resides.
- 23.02 Special leave with or without pay may be granted to an employee at the discretion of the Employer for purposes other than those set out in Article 23.01. Special leave is intended to assist an employee in coping with unforeseen emergencies that affect the employee and the employee's immediate family. Special leave will not normally be granted for a period in excess of three (3) days.
- 23.03 An employee who qualifies for and complies with the provisions of the Canada Labour Code regarding compassionate care leave is entitled to a leave of up to eight (8) weeks without pay in a period of twenty-six (26) weeks.

Article 24

Union leave

- 24.01 Subject to operational requirements, leave without loss of pay or benefits shall be granted on a cost recovery basis to an employee duly authorized to represent employees in order to attend Union activities. A request for such leave shall be submitted in writing to the Employer at least ten (10) days in advance of the meeting unless such time limit is mutually waived by the parties.
- 24.02 Subject to operational requirements an employee may apply for long term leave of absence without pay for the purpose of accepting a position with the Union or an official labour body. Such leave will be without loss of benefits provided the employee pays the full cost of same, subject to the provisions of the applicable plan. At least one (1) month's written notice must be given. The maximum period of leave will be two (2) years subject to extension at the discretion of the Employer for a further period of up to one (1) year. Only one (1) employee at a time may be off on such leave.
- 24.03 During the period of a long term leave and any extension seniority will continue to accrue. Upon returning to employment with the Employer the employee shall be reinstated in the first suitable vacancy in the same classification occupied at the time of the commencement of the leave and at the current basic pay for the classification or in a classification and current basic pay which is closest to the classification formerly occupied.
- 24.04 Upon the request of the Union the Employer agrees to release without loss of pay or benefits up to three (3) employees (including the grievor) to attend grievance meetings. It is understood the Employer reserves the right to engage temporary employees to cover any releases pursuant to this Article.
- 24.05 Upon request by the Union the Employer agrees to release without loss of pay or benefits on a cost recovery basis up to three (3) employees for the purpose of negotiations or arbitration.
- 24.06 The parties will co-operate to contain costs as much as possible.

24.07 The Employer will endeavour to avoid scheduling meetings of the Joint or Grievance Committees on an employee's day off. Where the Employer schedules a meeting of the joint committee or to discuss a grievance with the grievance committee and the meeting with management lasts four (4) hours or more, any employee required to attend such meeting on his day off will be granted another day off to be taken at a mutually convenient time.

Article 25

Maternity and parental leave

25.01 In order to qualify for Maternity Leave a pregnant employee must:

- (a) have completed six (6) continuous months of employment for or with the Employer; and
- (b) submit to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

25.02 An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 25.01(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 25.01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician.

25.03 In order to qualify for Parental Leave, an employee must:

- (a) be the natural parent of a child; or
- (b) adopt a child under the law of a province.

25.04 An employee who qualifies under Article 25.03 must have completed six (6) consecutive months of employment and submit to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave.

25.05 An employee who qualifies in accordance with Articles 25.03 and 25.04 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

- 25.06 Subject to Article 25.07 Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 25.07 Maternity Leave and Parental Leave must be taken in one (1) continuous period unless otherwise approved by the Employer.
- 25.08 A male employee shall be granted leave with pay up to a maximum of three (3) days for needs directly related to the birth of his child.
- 25.09 An employee shall be granted three (3) days leave with pay to attend to the needs directly related to the adoption of a child. The employee may be required to furnish proof of adoption.

Article 26

Health benefits, group insurance and pension plan

- 26.01 The Employer agrees to continue to pay premiums or make contributions to a health benefit and group insurance plan as outlined in the benefit program booklets relating respectively to status and non status employees and dated September 2002. The provisions of the health benefits and group insurance plan are subject to and governed by the terms and conditions of the master policy number 236493 administered by Great West Life.
- 26.02 The Employer agrees to continue the current pension plan as outlined in the booklet relating respectively to status and non-status employees and dated September 2003. The terms of the pension plan are subject to and governed by the terms and conditions set forth in the plan documents as administered by the Trustee of the plan.
- 26.03 There shall be no reductions in the level of benefits provided in the plans during the term of this Agreement without the written consent of the Union.
- 26.04 At least once a year and upon request parties will meet to discuss the plans with a view to determining whether they are meeting the needs of employees.
- 26.05 Copies of the booklets will be provided to employees upon written request. A copy of the plans will be provided to the Union upon written request.

Article 27

Transportation and travel expense

- 27.01 Transportation and Travel Expense shall be covered by the Employer's travel policy approved January 1, 2004.
- 27.02 Employee entitlements will not be reduced during the term of this Agreement without the written consent of the Union.
- 27.03 At least once a year and upon request, the parties will meet to discuss the travel policy with the view to determining whether it is meeting the needs of employees.
- 27.04 Upon written request, employees will be provided a copy of the travel policy. Upon written request, the Union will be provided with a copy of the travel policy.

Article 28

Joint Committee

- 28.01 The purpose of the Joint Committee is to promote harmonious relations between the Employer and its employees and to discuss matters of mutual interest in open and honest dialogue.
- 28.02 The Joint Committee will be provided with necessary information relating to and will discuss issues such as:
- (a) changes in technology;
 - (b) training and professional development;
 - (c) professional issues;
 - (d) issues related to downsizing;
 - (e) workload;
 - (f) use of outside resources;
 - (g) benefits;
 - (h) new methods and operations;
 - (i) working equipment and materials
 - (j) employment equity;
 - (k) pay equity;
 - (l) labour relations education;
 - (m) musculoskeletal injuries;
 - (n) matters of mutual interest not covered by other provisions of this Agreement or to discuss misunderstandings and problems.
- 28.03 Minutes of meetings will be recorded and copied to members of the Joint Committee.
- 28.04 The core composition of the Joint Committee will be comprised of two (2) employees and two (2) members of management.
- 28.05 Upon request from the Union, the Employer will release without loss of pay or benefits up to three (3) employees for the purpose of attending meetings of the Joint Committee.
- 28.06 The Joint Committee shall meet at least quarterly on dates which are mutually agreeable. The parties will submit an agenda at least seven (7) calendar days prior to a meeting. The parties will cooperate to contain costs as much as possible.

28.07 The Joint Committee will not provide interpretations of the provisions of this Agreement nor will its function replace the grievance procedure.

28.08 Recommendations of the Joint Committee will be considered for adoption between the parties at any appropriate level within their respective organizations. Where a recommendation from the Committee is rejected, the reason(s) for that rejection shall be provided in writing to the Committee.

Article 29

Union committees

- 29.01 The Employer will recognize a Negotiating Committee comprised of a Staff Representative of the Union and not more than three (3) employees appointed or elected by the Union, all of whom must have completed their probationary periods with the Employer.
- 29.02 The Employer will recognize a Grievance Committee comprised of a Staff Representative of the Union and not more than two (2) employees appointed or elected by the Union, all of whom must have completed their probationary periods with the Employer.
- 29.03 The Union will advise the Employer, in writing, of the names of all employees who have been appointed or elected to the Negotiating and Grievance Committees.

Article 30

Grievance procedure

- 30.01 Employer and the Union agree that it is the purpose of the grievance procedure to settle amicably and fairly any complaints and disagreements concerning the employees, the Union and the Employer, without, so far as is possible, resort to arbitration. The provisions of Articles 30 and 31 of this Agreement are the sole and exclusive means of addressing and resolving grievances.
- 30.02 For the purposes of this Agreement a "Grievance" is defined as a difference arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether a matter is arbitrable. At any stage of the grievance procedure an employee is entitled to be represented by a Union Representative.
- 30.03 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible and accordingly, should a grievance arise an earnest effort shall be made to settle such difference in the following manner:

Step One

- 30.04 Within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee, the grievance shall be submitted in writing, through the Union, signed by the employee, to his immediate supervisor or designate who is excluded from the bargaining unit. The grievance shall identify the nature of the grievance, the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated. The parties may meet to discuss the grievance at a mutually agreed time and place. The supervisor shall reply in writing within ten (10) days after the grievance has been submitted or the meeting held, whichever the case may be.

Step Two

- 30.05 If the grievance cannot be addressed satisfactorily then within ten (10) days after the reply has or should have been received, the employee shall present his grievance in writing to the Head of

Human Resources or designate. The Head of Human Resources or designate shall schedule a meeting to be held within ten (10) days from the time such grievance was presented at Step Two, or as mutually agreed. The Union Representative and the grievor may be present at the meeting. The Head of Human Resources or designate may have such assistance as he desires at the meeting. The decision of the Employer will be delivered in writing within ten (10) days after the meeting.

General Provisions

- 30.06 In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance and shall be presented at Step One within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of at least one (1) of the grievors.
- 30.07 A "policy grievance" is any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, and shall be submitted at Step Two within ten (10) days after the circumstances giving rise to the grievance have occurred. A grievance by the Employer shall be filed with the Local Union President or designate.
- 30.08 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 30 or Article 31. Any grievance not submitted by the grievor or advanced by the Union to the next step within the applicable time limit shall be deemed resolved by the Employer's initial action or reply as the case may be. If a time limited for the giving of a reply is missed, the grievance shall proceed to the next step. A step is deemed to have been taken when notice is given by the party who filed the grievance.
- 30.09 Any and all the time limits set forth in Article 30 or Article 31 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

Article 31

Arbitration

31.01 In the event that a grievance shall not have been settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within fifteen (15) days from the Step Two decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought.

31.02 Grievances which are referred to arbitration shall be heard by a sole arbitrator in accordance with the list provided below. Each individual on the list shall serve as sole arbitrator in rotation. The date of referral of a grievance to arbitration shall determine the order of rotation. The parties may agree to submit more than one grievance to the same arbitrator.

List of Arbitrators:

1. William D. Hamilton
2. Blair Graham
3. Lori Spivak
4. Michael Werier
5. Arne Peltz
6. Jannine Le Mere

31.03 It is agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any employee or group of employees. All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected employees.

31.04 No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure.

31.05 The issue(s) raised in the written grievance shall be presented to the arbitrator and his Award shall be confined to such issue(s).
The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of

this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

- 31.06 The Employer and the Union shall share equally the expense of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.
- 31.07 The parties may, by mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may by written agreement extend the time limits for referral to or hearing of the arbitration. The parties will share equally the expense of the mediator.
- 31.08 The parties may, by written agreement, proceed by way of mediation - arbitration.
- 31.09 As a general rule, arbitrations will be heard in Winnipeg. Where an alternate location is more reasonable having regard to cost and efficiency, it will be considered in good faith by the parties.

Article 32

Union access to premises

- 32.01 Representatives of the Union shall have access to the premises of the Employer for the purpose of communicating with employees. Reasonable advance notice to the Head of Human Resources or his designate will be given.
- 32.02 The Union representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his duties. The Union representative shall not access any confidential information when visiting the premises of the Employer and shall not disclose any confidential information which is learned during such visit.
- 32.03 The interview of an employee by a representative of the Union shall be:
- (a) carried on, in private, in a place designated by the Employer;
 - (b) held, wherever possible, during meal or break periods.
- 32.04 The Employer will on request furnish a suitable business letter or card of identification permitting access to the premises of the Employer.

Article 33

Job security, discipline and discharge

- 33.01 No permanent full time or part time employee who has attained seniority shall be disciplined or discharged except for just and sufficient cause.
- 33.02 The parties agree that the primary purpose of discipline is correction. It is agreed the parties will deal promptly with matters of discipline.
- 33.03 In all instances where the Employer considers that an employee may warrant disciplinary action the Employer will endeavor to meet with the employee in advance. The Employer will provide advance notice of the subject matter to be discussed at the meeting in writing. The employee will be advised of his right to have a union representative from the location attend as an advisor. The local union representative shall attend the meeting should the employee so request.
- 33.04 If the disciplinary action to be taken involves a written warning, suspension, demotion or discharge the Employer shall notify the employee in writing of the action taken and the reasons therefor with a copy to the Human Resources file and to the Union. Such notice to the employee will be given within twenty (20) working days of the decision.
- 33.05 An employee may provide a written reply to any document contained in the human resources file which shall be added to the file.
- 33.06 Only documentation related to disciplinary actions that are implemented shall be placed on the employee's file. With advance notice in writing to the Head of Human Resources or his designate, an employee may have access to the Human Resources file.
- 33.07 Except for discipline regarding gross misconduct, all documentation related to disciplinary action will be removed from the Human Resources file two (2) years from the date of the infraction provided there are no further infractions.

Article 34
Strikes and lockouts

34.01 There shall be no strike, concerted work stoppage, slowdown, or other activity designed to interfere with or restrict production by the Union or by any employees during the term of this Agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown or other such activity during the term of this Agreement by any of the employees, that the Union shall counsel on a continuing basis that such activity be stopped. Employees who counsel others to, or who themselves, engage in activity contrary to the terms of this Article, shall be deemed just cause for discipline up to and including discharge.

34.02 There shall be no "lockout" by the Employer during the term of this Agreement.

34.03 Employees will not be required to handle, perform or assist in any work under the usual scope of any other bargaining unit which is on a legal strike as defined in the *Canada Labour Code*.

Article 35
Bulletin boards

35.01 The Employer agrees to the posting by the Union of signed announcements to employees regarding elections, meetings, negotiations and internal affairs of the Union on bulletin boards belonging to the Employer. All notices posted, pursuant to this Article, shall be signed by an officer of the Union and will be submitted to and initialed by the Head of Human Resources or his designate before posting.

Article 36

Health and safety

- 36.01 The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of injury in its operation.
- 36.02 It is the duty of employees to make every reasonable effort to ensure their own safety and safety of their fellow employees. The Health and Safety Committee established by the Employer will continue to operate in the promotion of safety and safe working conditions. Each operational department may have a representative on the Committee. The employee representative from the Operations Department shall be appointed or elected by the Union.
- 36.03 The Employer recognizes an additional standard of safety is necessary for employees who are pregnant. The Employer will endeavour to accommodate the work related health concerns (as confirmed by a qualified medical practitioner) of a pregnant employee through provision of personal protective equipment or, where practicable, through temporary transfer to another position. Where this is not possible, the Employer will endeavour to find the employee alternate work outside the bargaining unit or will grant the employee leave of absence without pay prior to the commencement of her maternity leave.
- 36.04 The Health and Safety Committee will be empowered to make recommendations related to the physical work environment, design and installation of equipment, and other related concerns including:
- (a) selection and maintenance of equipment;
 - (b) installation and placement of lighting;
 - (c) selection and maintenance of furniture;
 - (d) vision and eye wear issues;
 - (e) rest breaks;
 - (f) maintenance of air flow and temperature.

- 36.05 The Employer agrees to supply protective clothing and/or safety devices for employees on assignment where conditions require and to supply other special attire where necessary.
- 36.06 It is the obligation of the employee to take reasonable care of equipment, clothing and safety devices. It is the obligation of the Employer to properly maintain such equipment, clothing and safety devices.
- 36.07 An employee who believes on reasonable grounds that a circumstance exists in the workplace which constitutes a danger to the employee shall report the circumstance to his Supervisor. The Supervisor shall attempt to resolve the complaint.
- 36.08 Where the complaint remains unresolved, the employee may refuse to perform work associated with the dangerous circumstance. The dangerous circumstance shall be reported to and investigated by the Health and Safety Committee and may be reported to a Health and Safety Officer.
- 36.09 If a dangerous circumstance is confirmed, the Employer shall take immediate steps to rectify the situation. If the dangerous circumstance is rectified or if it is determined that an alleged dangerous circumstance does not exist, the employee may not continue to refuse to perform work associated with the circumstance.

Article 37
Air credits

37.01 Where the Employer determines that Air Credits will be given, the following process shall apply:

- (a) all employees who have been involved in the broadcast shall have their names included in the credits;
- (b) when an employee is authorized by the Employer to make a personal contribution to a broadcast, extending beyond the normal requirements of his professional function, he will be entitled to receive an additional credit.
- (c) an employee has the right to refuse a credit.
- (d) where an Air Credit is given to any other outside organization, in circumstances that do not involve an exchange of goods and/or services, one will also be provided to the Union.

Article 38
Outside activities

38.01 Employees shall be free to engage in activities outside the hours of work provided such activities are not in conflict with, or prejudicial to, the Mission and Values of the Employer. Specifically:

- (a) Such activities must not be in direct competition with the operations of the Employer;
- (b) No employee in the course of such activities may exploit his connection with the Employer without written permission; and
- (c) Such activity must not affect adversely his work for the Employer.

38.02 Employees must discuss any outside activities with their supervisor before engaging in same.

Article 39
Technological change

39.01 Technological Change means the introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

39.02 Where the Employer proposes to effect a technological change, that it is likely to affect the terms and conditions of employment of a significant number of employees, then the Employer shall give notice to the Union, at least ninety (90) calendar days prior to the technological change being implemented.

39.03 The notice referred to above shall include:

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

39.04 The parties agree that Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.

39.05 After the notice referred to above is given the parties shall meet and discuss the technological change with a view to minimizing or avoiding adverse affects and to discuss options to assist employees who are affected by the technological change to adjust to any associated adverse affects.

39.06 The parties shall also discuss possible alternatives for affected employees which may include:

- (a) retraining;

- (b) reassignment and/or relocation to an available position either within or outside the bargaining unit;
- (c) waiver of posting provisions.

39.07 Where retraining, reassignment or relocation is not possible, the employee will be subject to layoff in accordance with the provisions of Article 17 - Layoff and Recall.

39.08 The parties agree to expedite any Joint Committee process to deal with technological change. Decisions regarding retraining, reassignment and/or relocation and layoff of employees effected by technological change will be completed within six (6) months of the notice of technological change to the Union subject to extension by mutual agreement.

Article 40

Turnaround

- 40.01 The Employer will endeavour not to schedule an employee to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift.
- 40.02 If due to a special event or in cases of emergency an employee is required to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift, the overtime provisions will apply for the number of hours worked prior to reaching the twelve (12) hour interval.
- 40.03 An employee who is scheduled to end work between 1930 hours and 2330 hours on the day preceding the employee's day off will not be scheduled to begin work before 0800 hours on the day after the employee's days off.
- 40.04 An employee who is scheduled to end work between 2330 hours and 0200 hours on a shift preceding the employee's days off will not be scheduled to begin work before 1000 hours on the day after the employee's days off.
- 40.05 If due to a special event or in cases of an emergency an employee is required to start a shift prior to the appropriate time as per Article 40.03 or Article 40.04 the overtime provisions will apply for the number of hours worked prior to reaching the appropriate starting time.
- 40.06 An employee is entitled to refuse a scheduled assignment as contemplated in Article 40.02 or 40.05 above.

Article 41
Working equipment

- 41.01 Working Equipment shall be provided to employees and paid for by the Employer. It shall be the employees' responsibility to report the loss or damage of any equipment immediately, as it becomes known to the employee.
- 41.02 It is the obligation of the employee to take reasonable care of such equipment. It is the obligation of the Employer reasonably to maintain such equipment.

Article 42

Effective date and duration

42.01 This Agreement shall be effective from the date of ratification and shall remain in effect for a period of three (3) years from that date and shall remain in effect from year to year thereafter unless notice in writing of desire to modify, amend or terminate this Agreement is given by one party to the other. Such notice shall be given within a period of four (4) months immediately preceding the expiration of the three (3) year period.

42.02 Within twenty (20) days after receipt of such notice of intention or such later date as the parties may agree, negotiations for renewal of this Agreement shall begin between the Employer and the Union and shall be held as frequently as possible or until settlement is reached or until either party makes application for conciliation.

42.03 This Agreement shall continue in full force and effect after the expiry date until twenty-one (21) calendar days after advice has been received from the Minister of Labour as set forth in Part 1 of the Canada Labour Code.

DATED at Winnipeg, Manitoba, this 20th day of September, 2004.

ABORIGINAL PEOPLES
TELEVISION NETWORK

CANADIAN MEDIA GUILD

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE 1

Training and Development Assistance Form

This form is to be forwarded to the Human Resources Department, 339 Portage Avenue, Winnipeg, Manitoba R3B 2C3 after completion and approval by the employee's Department Head. Approval and signature of the Department Head will serve as verification of the employee's eligibility. However, approval by Human Resources and the Chief Executive Officer is also required. Incomplete forms will be returned to employee for completion. Please print or type.

Last Name First Name Phone #

E-mail

Please provide all information requested below.

Educational Institute or Training Company _____

Course / Event _____

Date(s) of course start and completion _____

Total Cost (Include tuition, registration books and travel if required)

Please check and complete all lines below that apply.

This activity qualifies for training and development assistance because:

_____ It directly relates to my current assignment.

Current job position

Training activity description Provide a brief summary of the course or event (skills covered, etc.). You may include relevant or attach additional documents.

_____ It relates more generally to my current / future career path.
General career description / career goals. You may find it helpful to meet with your supervisor or Human Resource Manager to review your current performance / developmental plan.

Training activity description. Provide a brief summary of the course or event (skills covered, etc.). You may include relevant information or attach additional documents.

I understand that receiving training and development assistance depends on my continued employment as a full-time employee at APTN. I also understand that if my employment with APTN is terminated for any reason other than layoff within _____ months of completion of the course(s) or if I decide to resign from APTN within _____ months of completion of course(s), that I will be required to reimburse part or all of the amount of the assistance. I also understand that I must obtain a pass mark to be eligible for the training and development assistance; if I do not pass I understand I will be required to reimburse APTN. I understand that upon completion of the approved course(s), I will be required to submit copies of grades and/or certificates of completion of the course(s) and a receipt of tuition payment. I also understand that training and development assistance may be subject to taxation as income.

I hereby agree to sign a promissory note for the total amount of my indebtedness to APTN. I understand that the amount of indebtedness will decline on a pro-rated basis following completion of the course(s).

I hereby authorize APTN to deduct from amounts owing to me any amount that I may be required to repay pursuant to my obligations as provided above.

Name _____ Signature _____

Date _____ Witness _____

Promissory Note

I, _____, hereby promise to pay to Aboriginal Peoples Television Network ("APTN") forthwith upon demand the amount of _____ (\$ _____) Dollars representing the value of training and development assistance provided by APTN together with interest at the prime rate set from time to time by the Royal Bank of Canada, to be calculated from the date of the demand.

And I hereby agree that APTN may deduct from amounts owing to me an amount sufficient to satisfy the debt plus interest, if any, currently owing. Provided I remain employed with APTN after successful completion of the course(s), I understand my indebtedness will decline according to the following schedule:

1. After _____ months, 25 percent.
2. After _____ months, 50 percent.
3. After _____ months, 75 percent.
4. After _____ months, 100 percent.

Dated this _____ day of _____, 200_.

 Witness Employee

For APTN Human Resources Use Only

The Training Activity described above

_____ is eligible for assistance under APTN's Training and Development Policy.

100% of total cost = \$

Total reimbursable amount for this activity: _____ % \$

_____ is subject to reimbursement if employment is not maintained for a total of _____ months from completion of the course.

_____ is not eligible for assistance under APTN's Training and Development Policy (comment below).

 Supervisor Signature Date

 Head of Human Resources or designate Signature Date

 Chief Executive Officer or designate Signature Date

LETTER OF UNDERSTANDING NO. 1

Contracting Out

September 20, 2004
Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield
Dear Sir or Madam:
Re: Contracting Out

This is to confirm that Aboriginal Peoples Television Network has no plans to contract out bargaining unit work which would result in the displacement of current employees.

If, during the term of the Collective Agreement, APTN determines to contract out bargaining unit work which will result in the displacement of current employees, it will give notice to the Union in accordance with the provisions of Article 39 - Technological Change and will follow that process in terms of conferring with the Union and attempting to adjust affected employees.

Yours very truly,

Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer
cc: William S. Gardner

LETTER OF UNDERSTANDING NO. 2

Salary Scales

September 20, 2004
Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield
Dear Sir or Madam:
Re: Salary Scales

The salary scales set forth in Article 12 will be effective as of date of ratification and will remain in effect for a period of two (2) years. Prior to the beginning of the third (3rd) year the parties will meet to discuss whether the above scales will be increased. If the parties cannot agree the matter will be referred to Final Offer Selection in accordance with the provisions of Article 31 - Arbitration. Each party will present their Final Offer to the Arbitrator who shall select one Final Offer in its entirety and reject the other Final Offer in its entirety. The salary scale so selected shall be effective for the third (3rd) year of this Agreement.

Yours very truly,

Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer
cc: William S. Gardner

LETTER OF UNDERSTANDING NO. 3

Union Bulletin Boards at APTN

September 20, 2004

William S. Gardner
PITBLADO
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Dear Bill,

Re: Union Bulletin Boards at APTN

Further to our discussions of this week this is to confirm that the Canadian Media Guild acknowledges the purpose of bulletin boards for union purposes is to convey information relevant to members of the bargaining unit.

It is not the intention of the Guild to use these boards in a manner that would be deemed to constitute criticism of the employer.

If you have any questions or are in need of clarification, please feel free to contact me.

Yours truly,

Dan Oldfield
Senior Staff Representative
Canadian Media Guild

cc: APTN bargaining committee

LETTER OF UNDERSTANDING NO. 4

Mentoring in Excluded Management Positions

September 20, 2004
Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield

Dear Sir or Madam:

Re: Mentoring in Excluded Management Positions

This is to confirm the agreement of the parties that a bargaining unit employee while employed on a mentoring basis to the Manager of Operations or other excluded managerial position for the purpose of learning the duties and responsibilities of the position(s) shall be considered excluded from the bargaining unit for the purposes of salary and hours of work. No member of the bargaining unit shall be forced to enter into a mentoring program against his will.

Employees who are selected for mentoring to an excluded managerial position will be required to sign a confidentiality pledge which will be effective both during and after the duration of the mentorship.

However, such bargaining unit employee shall not lose his bargaining unit position or his rights under the Collective Agreement. If the employee during the mentorship is considered to have committed an offence for which formal disciplinary action including discharge is taken by the Employer, the employee shall have the right to file a grievance and have the grievance referred to arbitration pursuant to the provisions of the agreement as if the employee at the time of the alleged offence had been in a bargaining unit position.

At the end of the period of mentorship, the employee shall be entitled to elect to return to his bargaining unit position with no loss of seniority or other benefits.

Yours very truly,
Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer
cc: William S. Gardner

Acknowledged and agreed to this 20th day of September, 2004.

Canadian Media Guild
Per:

Dan Oldfield

LETTER OF UNDERSTANDING NO. 5

Training and Development Assistance

September 20, 2004

Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield

Dear Sir:

RE: Training and Development Assistance

This is to confirm the agreement of the parties that training which is provided at the direction of the Employer with mandatory attendance by employees will not be considered appropriate for a repayment plan in the event that the employee does not remain employed with APTN.

This is also to confirm that in cases where the Employer does require an employee to remain in employment for a certain time following training that the employee will be entitled to refuse such training.

Yours very truly,

Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 20th day of September,

2004.

Canadian Media Guild

Per:

Dan Oldfield

LETTER OF UNDERSTANDING NO. 6

Payment of Overtime Credits in Cash

September 20, 2004

Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield

Dear Sir:

RE: Payment of Overtime Credits in Cash

This is to confirm that as a transitional provision regarding the entitlement of employees to receive accumulated overtime credits in excess of twenty (20) days [four (4) weeks] to be paid in cash; it is understood that only overtime credits accumulated subsequent to the effective date of this Agreement will be eligible for the calculation provided in Article 14.07.

Yours very truly,

Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer

cc: William S. Gardner

Acknowledged and agreed to this 20th day of September,
2004.

Canadian Media Guild

Per:

Dan Oldfield

LETTER OF UNDERSTANDING NO. 7

Television Technician

September 20, 2004
Canadian Media Guild
144 Front Street West
Toronto ON M5W 1E6

Attention: Dan Oldfield
Dear Sir or Madam:
Re: Television Technician

This is to confirm that Aboriginal Peoples Television Network does not intend, without agreement with the Union, to employ on a full time basis an employee in the classification of Television Technician for more than 2 years.

Yours very truly,
Aboriginal Peoples Television Network

Per:

Jean LaRose
Chief Executive Officer
cc: William S. Gardner