

SOURCE	Co
EFF.	95/12/29
TERM.	97/08/31
No. OF TEMP/COPYIES	30
NO. OF TEMP/COPYIES	28

AFTRA and CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM

December 29, 1995 - August 31, 1997

MAY 17 1996

03949(06)

~~AFTRA and CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM CONTRACT~~

~~(December 29, 1995 - August 31, 1997)~~

~~Agreement made this 29 day of December 1995, effective as of this date except that any rate changes become effective as stated hereinafter, between the American Federation of Television and Radio Artists, Detroit Broadcast Division, a voluntary association organized and existing under the laws of the State of New York and having its principal office at 250 Madison Avenue, New York, New York (hereinafter called "the Union") and having its principal local office at 3172 Cedar Key Drive Lake Orion, Michigan, and CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, Divisions of CHUM LIMITED (hereinafter called "the Company"). In the event the aforementioned call letters are changed, this Collective Agreement shall remain binding on the parties.~~

~~IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:-~~

~~ARTICLE 1~~

~~**RECOGNITION**~~

~~1.1 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the unit as set forth in the certification of the Canada Labour Relations Board dated January 24, 1975.~~

~~1.2 The bargaining unit comprises employees of the Company as follows: "Those employees as defined above, including disc jockeys, talk show hosts, announcers, newscasters/sportscasters, news reporters, and traffic reporters."~~

~~1.3 The Company will bargain collectively with the Union in respect to the rates of pay, wages, hours and conditions of work for all employees in the bargaining unit at hereinbefore set forth.~~

~~ARTICLE 2~~

~~**DEFINITION OF EMPLOYEE**~~

~~2.1 The term "employee" as used in this Agreement shall mean any~~

person male or female, employed as an announcer, disc jockey, talk show host, traffic reporter, newscaster/sportscaster, and/or news reporter, but excluding the news director, sports director and program directors.

ARTICLE 3

NON-DISCRIMINATION

3.1 The Company and the Union agree not to discriminate against any employee because of race, **sex**, colour, creed, age or national origin.

ARTICLE 4

UNION ACCESS TO PREMISES

4.1 On receipt of Company approval, any duly authorized representative of the Union (not to exceed two (2) in number), exhibiting satisfactory evidence of office or authority shall be admitted to the premises of the Company for the purposes of checking the performance of this Agreement. Such visits shall be carried on at reasonable hours so as not to interfere with the normal operations of the Company. Nothing herein contained shall be construed to give the Union the right of access to the Company's books or records.

ARTICLE 5

EXISTING PROCEDURES AND METHODS

5.1 Except as provided elsewhere in this Agreement, the Company shall not be required to alter an existing method or procedure.

ARTICLE 6

EXISTING BENEFITS

6.1 The Company recognizes that the employees who are members of the Union enjoy certain benefits and privileges not referred to herein. The Company agrees not to alter or change these practices in **such** manner as to discriminate against employees in the bargaining unit.

ARTICLE 7

MINIMUM TERMS

7.1 No employee will be employed or engaged by the Company upon terms or conditions less favourable to the employee than those set

forth herein. No waiver by any employee of any provision of this Agreement shall be sought by the Company or be effective unless written consent of the Union to such waiver is first had and obtained.

7.2 Whenever a performer, covered by this Agreement, is a party to a personal contract with the Company, the provisions of such personal contract shall be reduced to writing and signed by the parties.

ARTICLE 8

JURISDICTION

8.1 The Company shall, at its **sole** discretion, schedule people from outside the bargaining unit to perform duties of the people within the bargaining unit under emergency situations, including special or unusual program or staff requirements. **An** emergency is defined as a situation, the occurrence of which could not have been reasonably anticipated by either party. **It** is agreed that the Company is the **sole** judge of whether or not **a** situation constitutes an emergency at the time the situation ~~arised~~, provided, however, that the Union reserves the right to grieve if it feels obligated to do so. It is understood that the agreements between the Company, the **news**, sports, and program **directors who are** not included in the bargaining unit may include on-air responsibilities on either **a** regular or relief basis.

8.2 The **Company** recognizes that performers are hired to perform a regular job classification **and** will make every effort to assign performers in that classification. Other than in an emergency, performers will not be required to perform on a regular basis in a job classification different from their regular classification. The Company agrees to advise the performers and the Union of the job classification of each of the current employees in the bargaining unit as of the effective date of this Agreement. The Company further agrees to notify the Union in writing of any changes in employees classification, within seven (7) working days of such change.

ARTICLE 9

UNION MEMBERSHIP

9.1 All employees of the Company in the bargaining unit shall as a condition of continued employment be or become members of the Union within 90 working days following the beginning of their employment, or within 90 working days of the effective date of this Agreement, whichever is later. An employee of the Company in the bargaining unit not governed by the terms of the present contract, will become a member of the Union within 90 working days of the execution of this contract.

9.2 The Union shall have the right to limit, suspend, expel or otherwise discipline or refuse to re-admit a member for justifiable cause; but nothing herein contained shall require the Company to discharge or otherwise discriminate in anyway against any employee who has been denied membership or has had his membership terminated for any reason other than the failure of any such performer to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership or is such discharge or discrimination would be in violation of any applicable law or regulation.

9.4 The Company will, within five (5) working days, notify the Union of hiring, promotion ~~or~~ transfer of any employee within the bargaining unit. The Company will, within five (5) working days of termination of any employee within the bargaining unit, notify the Union of such termination in writing, advising the reason therefor, as provided in Section 19 of this Agreement.

9.5 The Company will provide the Union with a list of commencement dates of employment for all those employees in the bargaining unit.

9.6 Upon written direction of an employee, the Company will collect, tally **and** remit Union dues or charges. The Company will continue to do so until or unless the employee instructs the Company otherwise in writing or is no longer an employee of the Company. The Union agrees to indemnify and save harmless the Company from liability or action arising out of any deductions from

the wages of an employee which have been specified by the Union, or resulting from any irregularities committed by the Union or its Officers. The Union agrees to supply monthly a list of dues to be deducted from employee.

9.7 At the employee's discretion, he/she may have a Union Steward present at any disciplinary meeting.

ARTICLE 10

LEAVE FOR UNION ACTIVITIES

10.1 Leave without pay will be granted to not more than one (1) member of the bargaining unit, who is authorized to represent the employees of said unit at Executive Board Meetings or Conventions of the Union. The Company will endeavour to cooperate with such request but reserves the right to final judgment, subject to the operational needs of the Company. A request for such leave will be submitted in writing fifteen (15) working days in advance to management of the Company. The members of the bargaining unit will cooperate with management to fill the vacated function with a member of adequate ability. In such cases the Company will not be expected to pay monies in excess of the amount normally expended to cover the vacated function. It is agreed that the leave will be for a reasonable length of time.

10.2 Upon request of the Union, the Company agrees to release without loss of pay or leave credit **up** to two (2) union representatives to attend negotiating sessions with management. Neither the makeup of the committee nor any necessary changes in scheduling shall **cause** the payment of overtime or interfere with the efficient operations of the Company. A request for such release shall be submitted seven (7) working **days** in advance of the first day of such meetings.

ARTICLE 11

LETIN BOARDS

11.1 The Company agrees to the posting by the Union of concise announcements regarding elections, meetings, negotiating sessions, and internal affairs of the Union on Company bulletin boards furnished in the Staff Lounge, provided such announcements or

Notices are authorized by Management for posting.

ARTICLE 12

NO STRIKE - NO LOCKOUT CLAUSE

12.1 The Union agrees that, during the term of this Agreement, and while the Company continues to perform its obligations hereunder, employees in the bargaining unit will not engage in any sit-down, sit-in, slow-down or work stoppage against the Company, nor will such employees strike against, picket or boycott the Company.

12.2 The Company agrees **that** during the term of this Agreement, it will not engage in any lockout of employees covered by this Agreement.

ARTICLE 13

NO STRIKE BREAKING

13.1 ~~The Company will not assign, transfer, or require employees in the bargaining unit to go to any radio station, television station, transmitter studios, or property owned or operated by CHUM LIMITED, or by a person or persons other than the Company, where a strike of any persons whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs expressly for the purpose of strike breaking.~~

13.2 During any Union-Management dispute involving any of its other employees, the Company shall not require members of the the Union bargaining unit to perform any of the normal routine or special duties of **the employees** involved in such dispute, other than those duties which are within the normal job description of the functional group of the members of the the Union bargaining unit as defined in ARTICLE 30.1 of this Agreement or any special **duties** which he/she might normally be expected to perform from time to time.

ARTICLE 14

HAZARDOUS DUTY

14.1 The employee **has** the right to refuse an assignment where there exists some danger of his or her incurring bodily injury.

ARTICLE 15

GRIEVANCE PROCEDURE AND ARBITRATION

15.1 The Company and the Bargaining Unit agree that it is the spirit and intent of both parties to adjust, **as** quickly and efficiently as possible, grievances arising with respect to this Agreement. In the event of a grievance between any member or members of the bargaining unit and the Company, the following shall be the procedure for adjust and settlement:

Step 1: The employee shall submit the grievance to a Shop Steward Committee within five (5) working days of its occurrence. If the Shop Steward Committee considers the grievance to be justified, the Committee shall take the grievance verbally to the employee's immediate supervisor as soon as possible. **The** Shop Steward Committee and the immediate supervisor shall discuss the grievance at a mutually agreeable time. That time shall not be in excess of three (3) working days from the date the Shop Steward Committee notifies the supervisor of **the** grievance.

Step 2: If the Shop Steward Committee and the immediate supervisor cannot resolve the grievance, the Shop Steward Committee shall take the grievance verbally to the General Manager or his representative. **The** Shop Steward Committee and the General Manager or his representative shall discuss **the** grievance at a mutually agreeable time, not to exceed three (3) working days from the meeting between the Committee and the General Manager or his representative.

Step 3: If the Shop Steward Committee and the General Manager or his representative cannot resolve the grievance, the shop Steward Committee shall reduce the grievance to writing, have the grieving employee sign also and deliver copies to the General Manager, the immediate supervisor, and the grieving employee. A grievance committee meeting shall then be scheduled at the earliest possible

opportunity at a mutually agreeable time.

NOTE: The grievance committee shall consist of at maximum, the Shop Steward Committee and the grieving employee. Management shall consist of the General Manager or **his** representative, the immediate supervisor of the grieving employee and one (1) other member of management selected by the General Manager or his representative. Neither the grievance committee nor management shall have legal counsel at grievance meetings.

15.2 If the grievance is not adjusted and settled within thirty (30) working days of the occurrence of the grievance, a copy of the grievance shall be delivered to the Executive Secretary of the Detroit Broadcast Division of the Union. The copy shall be sent by the Shop Steward Committee.

15.3 In the event that the Company and the Union are unable to settle the dispute within a reasonable length of time, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. No grievance shall be submitted to arbitration which does not involve a question involving the interpretation, application, administration, or alleged violation of the Agreement.

15.4 In the event there **should** be any controversy or dispute arising with respect to this Agreement, or the interpretation, or breach thereof, between the Company and the Union, the Union and the Company agree promptly and in good faith to attempt to settle such dispute amicably. Representatives of the Company and the Union will meet within twenty-one (21) working days of written notice of grievance to either party. In the event the parties are unable to resolve the grievance, any such dispute or controversy shall be settled by arbitration in accordance with the applicable provisions of the Agreement.

15.5 In the event a grievance as outlined in ARTICLE 15.4 above has not been settled as provided in said ARTICLE, such dispute shall be submitted to arbitration. The Company and the Union shall attempt to select a mutually agreeable arbitrator. In the event

the parties cannot agree, a copy of such written notice of demand for arbitration shall be forwarded to the Canada Labour Relations Board, with a request that it designate an arbitrator. The arbitrator so designated shall conduct a hearing and render a decision which shall be final and binding on both parties. The parties agree that the Union and the Company shall each bear half the expense of arbitration.

15.6 Both the Company and the grievance committee agree to cooperate in scheduling meetings that will not interfere with the normal working schedule of the Company. Employee shall suffer no loss of pay in attending grievance meetings with the Company or arbitration hearings.

ARTICLE 16

SENIORITY

16.1 Seniority shall be measured by the length of continuous service within the bargaining unit. Seniority credit shall continue while an employee is on a leave granted by the Company. CIMX-FM employees on staff prior to September 1, 1993, shall begin their seniority on September 1, 1993, for purposes of pay scales only.

ARTICLE 17

LAYOFF

17.1 If it shall be necessary for **the** Company at any time to lay off employees, the Company shall (unless otherwise agreed to by the parties hereto) attempt to apply such layoffs in the inverse order of seniority within the job classification involved, but with merit, ability and artistic competence being the governing criteria. The Company shall give at least fifteen (15) working days notice in advance of such proposed layoff to the Union and the employee(s) concerned.

17.2 Employees laid off shall be placed on a rehiring list and shall be given an opportunity to rejoin the Company in order of seniority within the bargaining unit in an applicable position, but with merit, ability and artistic competence being the governing criteria; before any new employees are hired to fill a specific

opening. If the laid-off employee refuses the position, then he shall have lost his rights under this ARTICLE. To be entitled to these rights, the employee at the time of lay-off must indicate to the Company that he is interested in returning to full-time employment with the Company. At intervals of not longer than thirty (30) working days, the laid-off, must indicate to the Company that he is interested in returning to full-time employment with the **Company**. When a vacancy occurs, the Company shall give notice by registered mail to his last known address, and to the Detroit office of the Union, that such a vacancy exists. If within ten (10) working days of giving notice, the Company has not heard from a laid-off employee, the Company shall be free to hire a new employee without regard to the rights of the laid-off employee. In any event, the Company shall not be obligated to continue to offer laid-off employees **any** new positions six (6) months after their layoff.

17.3 **An** employee returning to work after a lay-off shall return at the pay rate according to **his** seniority at the time of **said** layoff.

ARTICLE 18

MANAGEMENT RIGHTS

18.1 The Union recognizes that the Company has the exclusive right to **manage** the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, it has the **sole** right:

- (1) to determine and affect its own method and scope of operation, including the selection, size and direction of the work force, extension or curtailment of operations and hiring or promotion;
- (2) to establish policies and standards governing its operations;
- (3) to evaluate the performance of an employee specifically to evaluate the merit, ability and artist competence of an employee;

except to the extent that said rights and prerogatives have been

specifically delegated to the Union or otherwise curtailed by this Agreement. The Company also has the exclusive right to fire, suspend or otherwise discharge employees for just cause, save and except that probationary employees may be discharged under the provisions of ARTICLE 29.2 hereof.

ARTICLE 19

DISCHARGE

19.1 The Company may terminate employees employment for insubordination, incompetence, gross misconduct and other **just** cause, reduction of staff and unsuitability for staff and program requirements. The Company shall be the sole judge of a performer's suitability for staff and program requirements.

19.2 Except for probationary employees, when an employee is judged to be unsuitable for program requirements, the matter shall be discussed between the parties and the employee will receive the employer's concerns in writing. The Union shall receive a copy of same within one (1) week of such discussion. The Company shall not be taken to have thereby waived any right which it may have with respect to such employee.

19.3 It is understood and agreed that an employee may have his/her employment terminated for reasons peculiar to the Broadcast Industry, for example: unsuitability as a result of changes in program policy or format; or, unsuitability for staff requirements. However, before any employee is discharged for unsuitability for program requirements due to a change in format, the Company shall first notify the Union in writing and shall set forth the reasons for the contemplated discharge.

It shall be the exclusive function of the Company to assess the qualifications, training, experience, talent, and abilities of the person auditioning. The Company will make its best efforts to place the employee in any **available** position within the bargaining unit. However, the job function shall be awarded to that person, who, in the Company's opinion, best meets the requirements of the job. The Company will exercise its decision in a bona fide, non-arbitrary and non-discriminatory manner. **Any**

disagreement regarding the interpretation of this provision shall be settled in accordance with the grievance provisions of this contract.

ARTICLE 20

SEVERANCE PAY

20.1 Employment termination for any reason shall require payment of severance pay as follows:

<u>TERMINATION CAUSE</u>	<u>BENEFIT PAYABLE</u>
(a) resignation or death	(i) compensation earned to termination date, and (ii) accrued vacation pay
(b) misconduct, insubordination	(i) compensation earned to termination date plus two (2) weeks pay in lieu of notice, and, (ii) accrued vacation pay
(c) staff reduction; incompetence; unsuitability for staff requirements; unsuitability for program requirements	(i) compensation earned to termination date plus two (2) weeks pay in lieu of notice; (ii) accrued vacation pay; (iii) this severance allowance:

LENGTH OF EMPLOYMENT

SEVERANCE PAY

3 months to 1 year	3 weeks
1 completed year	4 weeks
2 completed years	5 weeks
3 completed years and above	2 weeks for each completed year

20.2 **An** employee terminated during his/her ninety (90) day probationary period shall be entitled to:

- (1) compensation earned to termination date, plus two (2) weeks **pay** in lieu of notice; and
- (2) accrued vacation pay.

ARTICLE 21

SICK BENEFITS

21.1 Sick Leave: After three (3) continuous months of employment with the **Company**, an **employee who was** absent because of illness **shall** receive sick leave with pay up to a maximum of twelve (12) working days in each calendar year, provided such employee complies with the following requirements:

- (a) If taken ill, an employee shall notify his supervisor at least one (1) hour before **his** shift commencement;
- (b) The employee shall offer satisfactory proof of illness if requested to do so by the Company;
- (c) If an employee is absent **beyond** the twelve (12) day maximum in any one (1) calendar year, further sick leave shall be at the discretion of the Company.

21.2 Insurance Benefits: The Company shall provide through underwriters at no cost to the employee, the following benefits:

- (a) Group Life Insurance: as presently in effect
- (b) Group Accidental Death
& Dismemberment: as presently in effect
- (c) Weekly Indemnity: as presently in effect
- (d) Group Disability Income Policy: as presently in effect
- (e) Dental Plan: as presently in effect

21.3 Any employee who requires **a long** term disability, illness or maternity leave shall be entitled to return to his/her individual on-air position provided he/she is able to return within ninety (90) working days [nineteen (19) weeks for maternity leave] and there has been no format change. In cases over ninety (90) working days **or** a change in format the employee shall be guaranteed **a** position within the Company.

21.4 Fathers shall be granted three (3) working **days** of paid paternity leave with the birth of his child. (Not necessarily consecutive: Example - one (1) day **on** actual birth **day** and two (2) working days when mother and child **come** home from the hospital.)

ARTICLE 22

BEREAVEMENT PLAN

22.1 When a death occurs in an employee's immediate family, i.e., spouse, parent, child, brother, sister or grandparent, parent-in-law, brother-in-law, or sister-in-law, the employee on request will be excused for the first three (3) working days immediately following the date of death, provided he/she attends the funeral, and such time **as** shall be reasonably necessary to attend the funeral services of the parent of a current spouse. **An** employee excused from work hereunder shall, after making written application, receive the amount of wages he/she would have earned by working during straight time hours on such scheduled working days of work for which he/she is excused.

ARTICLE 23

JURY DUTY

23.1 In the event any member of the bargaining unit is unable to report to work as scheduled because of jury duty, the employee shall receive his/her regular rate of pay. This payment shall be made only on working days of actual jury duty. It is understood that such employee shall report back to work if not selected, or if his/her regular schedule calls for evening work. The Company agrees to make every effort to avoid scheduling late evening work in such cases. No penalties shall accrue to the Company **due** to such rescheduling of other employees' shifts to so accommodate.

ARTICLE 24

TRANSPORTATION

24.1 The Company shall reimburse each employee for all reasonable expenses when travel is authorized by the Company. The employee may be asked by the Company for proof of receipts regarding travelling expenses prior to reimbursement. Use of the employee's own automobile must be previously authorized by the Company.

(a) **An** employee using his/her **own** automobile will be reimbursed at the rate of twenty-five cents (\$.25) per kilometre or such higher rates **as** determined by Company policy. Employees shall keep a log with respect to short authorized trips involving

use of his/her own personal automobile, and such log shall be submitted on a monthly basis for reimbursement.

- (b) The Company **shall** retain the right to specify the method of transportation to be used relative to the distance and duties assigned.
- (c) Employees shall not be required to use their **own** automobiles unless they consent thereto.
- (d) Employees shall **be** reimbursed for authorized traveling expenses **made** on behalf of their assignment upon submitting for approval on the form prescribed by the Company. Company shall endeavour to reimburse as quickly as possible. **The** maximum time allowed to elapse between submission and receipt of reimbursement shall not exceed four (4) working days.
- (e) Company will cooperate under special circumstances by advancing reasonable amounts of money for anticipated authorized travel and transportation expenses.

24.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests **any** employee to drive, and such vehicles shall be maintained in a safe operating condition. The Company will provide the Union with a description of its current insurance policy covering "**non-owned**" vehicles.

24.3 **Any female** employee of the Company whose work begins or ends between 9:00pm and 5:00am shall be provided with taxi fares home when required to insure their **own** personal safety, upon presentation of a receipt, provided request for such payment is made **in** advance. The **clause** is meant to cover unusual occurrences and is not to be interpreted to **mean** that the **employee** will be given taxi fare if she is unable or unwilling to arrange her **own** transportation on an ongoing basis.

ARTICLE 25

REMOTES AND REMOTE CUT-INS

25.1 **An** employee performing remotes or remote cut-in broadcasts, shall receive compensation on a per-hour basis, with the employee being responsible for his/her own transportation and meal costs,

as follows:

- (1) **Commercial:** When a commercial program originates from a remote location during the employee's regular air shift, no remote fee shall be payable for the first occasion in any one month. The employee shall receive two (2x) times his/her basic hourly salary per hour of broadcast time for all commercial remotes within his/her shift, beyond the first occasion per month, and three (3x) times his/her basic hourly salary per hour of broadcast time for all commercial remotes performed out of shift. All cut-ins performed out of shift will be paid at one and one half (1 1/2x) times the employee's basic hourly salary per hour of broadcast time.
- (2) **Non-commercial:** No fees are payable for remotes or cut-in designated as public service, promotional, or charitable when performed during the employee's regular air shift. The employee shall be paid the normal overtime **payment** when such remote broadcast or cut-in falls outside his/her normal air shift.

25.2 The rate of pay provided in ARTICLE 25.1 (1) and (2) above will not be construed as overtime, include turnaround time, or call back, but is a separate agreement made between the Company and the employee.

ARTICLE 26

VACATIONS

26.1 Employees shall be entitled to annual vacation with pay as follows:

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION</u>
3 months to 6 months	1 week
6 months to 3 years	2 weeks
3 years to 5 years	3 weeks
over 5 years	4 weeks

26.2 No employee shall take vacation and/or accrued holiday leave of more than two (2) consecutive weeks **at** any one time, unless agreed to by management.

26.3 Vacation pay shall be computed on the performer's weekly salary.

26.4 If employment is terminated for any reason, or is temporarily suspended by military leave of absence, accrued vacation credits shall be liquidated in cash. In the event of death of an employee, accrued vacation credits shall be paid to the heir-at-law of the deceased.

26.5 **Employees** shall have the right to take their vacation throughout the calendar year, in order of unit seniority, Employees shall begin and end vacation in conjunction with working days off if mutually agreeable. The Company has the right to refuse an employee a certain vacation period to be replaced by a vacation period that is mutually agreeable. Vacation requests shall be made on a form to be supplied by the Company, and must be returned by a date not less than **six (6)** weeks prior to the **first** date of requested vacation, The Company shall notify the employees with respect to approval of the request within two (2) weeks of the date of submission. Once approval is granted, vacation will not be cancelled unless there is a major emergency.

ARTICLE 27

HOLIDAYS

27.1 The Company **recognizes** the following paid Holidays:

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

27.1.1 In recognition that some employees are American citizens who reside in the United States, and may wish to observe their country's holidays, the Company is prepared to allow such employees to substitute the holidays listed below in lieu of the holidays listed in Article 27.1. It is understood and agreed that such employees shall on or about December 1 of each year advise their Department Head of which holidays they wish to have substituted for the following calendar year. It is also agreed that no employee

is entitled to more than ten (10) paid holidays. The holidays which may be substituted are:

- a) 4th of July in lieu of Canada Day,
- b) Memorial Day in lieu of Victoria Day,
- c) American Thanksgiving Day in lieu of Thanks ' ' Day,
- d) Day after American Thanksgiving Day in lieu of Remembrance Day,
- e) Christmas Eve in lieu of Boxing Day,
- f) president's Day in lieu of Civic Holiday.

27.2 Employees shall be compensated for the holidays in the following manner:

<u>If a Holiday Falls On</u>	<u>Employee</u>	<u>Compensation</u>
<u>a) a scheduled work day</u>	<u>not required to work</u>	<u>7 hours at basic hourly rate</u>
<u>b) a scheduled work day</u>	<u>required to work</u>	<u>2 1/2 times basic hourly rate for all hours worked OR 1 1/2 times basic hourly rate for all hours worked plus a day off</u>
<u>c) a scheduled day off or vacation leave</u>	<u>not required to work</u>	<u>7 hours at basic hourly rate</u>
<u>d) a scheduled day off</u>	<u>required to work</u>	<u>3 times basic hourly rate for all hours worked OR 2 times basic hourly rate for all hours worked plus a day off.</u>

The employee shall advise the Company which compensation option he/she elects prior to working the holiday.

27.3 The days off in Article 27.2 can be accumulated and taken at a time mutually convenient to the employee and the Company. The accumulated days off which may be added to an employee's vacation period cannot exceed one (1) week and only if this request does not interfere with the vacation period choice of a less senior employee.

An employee may, at any time, elect to take money in lieu of his/her days off and shall notify the Company at least one (1) month in advance and shall be paid in the following pay Period. The rate of remuneration shall be at his/her basic hourly rate at the time the day off was accumulated.

The days off must be taken in time or in money within twelve (12) months of having been earned.

ARTICLE 28

EMPLOYEE CATEGORIES

28.1 All employees covered by this section shall be considered full-time employees of the Company, except as specifically provided for in ARTICLES 28.3, 28.4, 28.5 and 28.6.

28.2 Probationary Employee: New full-time employees shall be subject to a probationary period of ninety (90) worked days continuous service. The Company retains the right to discharge new employees during or at the end of the probationary period, and the discharge may not be made the subject of a grievance either by the employee or the Union. Subject to ARTICLE 21.2, the probationary employee shall not be subject to the provisions of this Agreement governing Discharge, Layoff, or Severance Pay. All other Sections of the contract shall apply as modified in this section.

28.3 Regular Part-time Employees: Regular part-time employees when used in this Agreement shall be defined as an employee who is regularly scheduled to work twenty-four (24) hours or less in any given work week. Regular part-time employees shall be subject to all provisions of this Agreement, and his/her seniority shall date from the first day of employment in the bargaining unit.

28.4 Casual Employees: Casual employees may be hired for emergency or sickness or for a specific project not to exceed

thirty (30) continuous days. Casual employees will be considered freelance on-air employees. Such employees shall be subject to the conditions of union membership minimum terms, fees, overtime (over 24 hours) and penalties as earned. Casual employees shall be paid at the rate of not less than Minimum Federal Wage plus overtime (over 24 hours) and penalties as earned. Subject to ARTICLE 28.6, such employees shall be subject to the conditions of union membership.

28.5 Vacation Relief Employees: The Company may hire vacation relief employees on a daily or weekly basis at the starting or probationary rate for the classification to which they are assigned plus overtime and penalties as earned for each week worked.

28.6 Union Membership: After ninety (90) working days, regular part-time employees and casual employees shall pay the Union for each twenty-one (21) days worked, ten dollars (\$10.00) until the amount equal to the Union initiation fee is paid. Thereafter, these employees shall pay the Union ten dollars (\$10.00) for each twenty-one days worked, said amount to be applied toward periodic uniform union dues required for membership retention.

28.7 The Company agrees that casual employees and part-time employees will not be used as a means of reducing the size of the bargaining unit.

ARTICLE 29

PROMOTION AND TRANSFER

29.1 Any promotion, selection or appointment of an employee to any position, out of the bargaining unit shall be for a trial period of three (3) months and notwithstanding other provisions of the Agreement, the period may be terminated by either the Company or by an employee within said period of three (3) months. In such event, the employee shall return to his/her former position within the bargaining unit without loss of seniority.

ARTICLE 30

FUNCTIONAL GROUP AND DUTIES

30.1 DISC JOCKEY - Employees engaged in the preparation, production and performance of a live or

recorded program and the voicing of assigned production (GROUP A).

TALK SHOW - Employees engaged in the preparation, production and performance of a live or recorded program under a talk show format and the voicing of assigned production (GROUP B).

NEWSCASTER/ -Employees engaged in the preparation and **SPORTSCASTER** performance of a live or recorded newscast or sportscast, and the voicing of assigned production. A sportscaster may also, from time to time, appear as the "play-by-play" or "colour man" for live or recorded sportscasting events which are broadcast by the station (GROUP C).

NEWS REPORTER - Employees engaged in the gathering, writing, and/or remote reporting of news it including the filing of live or recorded voice reports, and the voicing of assigned production (GROUP C).

30.2 Special Services: Personal appearances, services not covered by this Agreement and/or special services on commercially sponsored programs shall be subject to individual bargaining between the employee and the Company prior to the execution of those special services.

ARTICLE 31

HOURS AND SCHEDULING OF WORK

31.1 Work Day/Work Week: The work week of employees shall consist of thirty-five (35) hours in five (5) consecutive days with each work day to consist of not more than seven (7) consecutive hours, excluding a one-hour meal period; provided, however, that the Company may require the rendition of service for more than thirty-five (35) hours, or more than five (5) consecutive days, or more than seven (7) consecutive hours per work day, subject to the payment of overtime as hereinafter provided.

31.15 Working Days: The term "working days" as used in this Agreement shall be defined as Monday to Friday and excludes

Saturdays, Sundays and statutory holidays.

31.2 Meal Periods and Coffee Breaks: Employees shall be entitled to one (1), one-hour meal period each working day which shall be scheduled to start not later than five (5) hours after the start of their shift. In the event the employee's meal period is preempted or re-scheduled by management outside the above time limit, the employee shall take his/her lunch hour "on the job" without time deduction at a time which does not interfere with the station operation, and he/she shall be entitled to a six dollar (\$6.00) meal allowance, his/her assignment for that day continuing to at least the originally scheduled quitting time.

A supper allowance of **six** dollars (\$6.00) shall be paid to employees working more than three (3) hours overtime, and an additional meal allowance of six dollars (\$6.00) after **six** (6) hours overtime.

Six dollars (\$6.00) shall be allowed to compensate employees for the cost of meals during their assignments which are beyond a twenty-five (25) kilometre radius of the Windsor Radio Station.

31.3 The Company shall initiate and continue the policy of permitting any non-alcoholic beverages to be consumed at convenient times throughout the working day. The availability of coffee in the station is not to be construed as a coffee break or definite work break, but is a convenience **for** those who are able to leave their duties without interruption of their **work**.

31.4 Tour of Duty: A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the last quarter hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

31.5 Turn-Around: A turn-around period is the period consisting of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

In the event an employee is assigned to duty prior to the expiration of the twelve (12) hour turn-around, he/she shall be compensated in addition to basic salary, at the rate of time-and-

one-half for **hours** worked during such turn-around period.

31.6 Call Back: Call back is defined as those credited to an employee who having worked and/or been credited with at least the minimum tour of duty, is called back to perform further work.

Should an employee who has completed his/her tour of duty and left the Company premises be called back to work, he/she shall be paid an addition to his/her basic salary, at the rate of time-and-one-half for all hours worked, with a minimum credit of four (4) hours overtime.

An employee may refuse to work call back without penalty for such refusal. Should all employees who could be reached refuse a call back, the Company may assign the work to anyone in that functional group.

31.7 Overtime: One and one-half (1 1/2x) times the employee's basic hourly rate will be paid for all scheduled or authorized hours worked in excess of seven (7) hours, in any one (1) day, thirty-five (35) hours in any one (1) week. Two (2x) times an employee's basic hourly rate of pay will be paid for all hours worked in excess of ten (10) in any one (1) day. Employees are required to work overtime when assigned.

The employee shall be given the option of: (1) **the** extra compensation as provided in ARTICLE 31.7, or, (2) taking compensatory time off equivalent to the extra compensation as provided in ARTICLE 31.7 at a time mutually convenient to the employee and the Company.

When the overtime assignment is on the scheduled day off, overtime payment shall be at the rate of one and one-half (1 1/2x) times his/her basic hourly rate with a minimum credit of four (4) hours.

When an employee has worked on his/her first day off and has agreed to work on any consecutive day off, work performed on that day shall be paid at the rate of two and one-half (2 1/2x) times his/her basic hourly rate, with a minimum credit of four (4) **hours**.

31.8 Working Days Off: Two (2) consecutive days off shall consist of forty-eight (48) hours plus the turn-around period of

twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus the turn-around period of twelve (12) hours for a total of thirty-six (36) hours.

31.9 Scheduling: Each employee's work schedule shall be posted by Monday noon of the second week prior to the week covered by such schedule. Notice of change of starting time shall be given as much in advance as possible, but not later than 12:00 noon of the second working day prior to the day of change. In the news department, change may be made without penalty **up** to 12:00 noon of the second working day prior to the day prior to the day of the change. If such notice is not given, the employee shall be credited with all hours originally scheduled. It is the intent of the foregoing to insure that **each** employee shall be apprised of his/her daily **work** schedule at the earliest possible time.

Notwithstanding the above, if a scheduling change is made because of sickness, or for any unforeseen event outside the control of the Company, the Company will not be penalized as provided in this ARTICLE.

31.10 Excessive Hours and Safety: The Company agrees wherever possible not to assign excessive hours of work to employees. The Company will continue to give **proper** attention to the elimination of working conditions which may be a hazard to health and safety of employees.

31.11 Outside Work: Prior to engaging in outside freelance activities, an employee must obtain written approval from his/her supervisor. Such request shall be given immediate attention and approval shall not be withheld unreasonably.

ARTICLE 32

MINIMUM SALARIES

32.1 FUNCTIONAL GROUPS A & B

Category 1: All those full-time employees as described in this ARTICLE where the majority of their regularly scheduled duties occur between 6:00am-7:00pm, Monday through Friday: Employees shall progress through the wage scale in the normal manner until August 31, 1996.

	<u>FIRST YEAR</u>	<u>AFTER 2ND YEAR ANNIVERSARY DATE:</u>
iii) Weekend Evenings On-Air	\$7.75/hour	\$9.00/hour
iv) Overnight 11:00pm to 6 :00am	\$7.75/hour	\$9.00/hour
v) News Reporter	\$7.75/hour	\$9.00/hour
vi) Traffic Reporter	\$7.75/hour	\$9.00/hour
vii) Community Events Reporter	\$7.75/hour	\$9.00/hour

32.4 The Company agrees to pay employees monthly, with a mid-month advance of approximately one-half (1/2) of the net pay due monthly. In the event paydays occur during an employee's vacation period, he/she shall upon two weeks' prior written request receive his/her pay allotment falling due during the vacation period. No employee shall suffer any reduction from his/her actual compensation by virtue of the foregoing minimum salaries, and the Company shall be free to grant, or the employee to seek, compensation higher than provided for herein.

32.5 Gross Salary Defined: Gross salary is defined as the minimum weekly salary provided in this Agreement, plus any "guaranteed" or "overscale" amount paid to an employee pursuant to any personal service contract, whether verbal or written, between an employee and the Company.

ARTICLE 33

COMMERCIALS TO OTHER MEDIA OR STATIONS

33.1 The Company shall insure that when an employee voices a commercial message which will be aired on any other station, or in any other media, the broadcast order for such commercial message shall contain a rubber stamp notice stating the "This contract may be subject to local AFTRA talent fees":

ARTICLE 34

CONFLICTING LAWS

34.1 If there are any valid provisions of law applicable to this Agreement which are in conflict herewith, the provisions of this Agreement which conflict therewith shall be deemed modified in conformity with the provisions of such applicable laws and Ontario

laws.



ARTICLE 35

T

35.1 This Agreement shall be effective December 29, 1995 and will continue in full force and effect through August 31, 1997 and from day to day thereafter, unless either party desires to modify or terminate the Agreement and notifies the other party in writing of its desire to terminate or modify at least thirty (30) working days prior to August 31, 1997, or prior to the intended termination date.

35.2 It is understood that the salaries set forth in this Agreement shall be effective as of September 1, 1995 and thereafter for the duration of this Agreement.

ARTICLE 36

RATIFICATION

36.1 This Agreement is subject to and shall become effective upon receipt by the Company of notice from the Union that this Agreement has been ratified, and this Agreement must be countersigned by the National Executive Secretary of the Union in the space provided below.

IN WITNESS WHEREOF the Company and the Union have hereunto affixed their hands and seals this 29 day of December, 1995.

FOR THE UNION

FOR THE COMPANY

David V. Gebard
Broadcast Representative

Wayne Stafford
General Manager

Ratified and Counter _____
for the Union

Kim Roberts
National Executive Director

LETTER UNDERSTANDING

BETWEEN: WJWV-AM/C W-AM/CIDR-FM/CIMX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as the Company"

AND: AMERICAN FEDERATION OF TELEVISION AND RADIO DETROIT BROADCAST DIVISION, hereinafter referred to as "the Union"

It is understood and agreed that Ron Stang is not covered under the collective bargaining agreement between the Company and the Union; however, in the course of his duties, Ron Stang performs on-air for a maximum of less than five (5) minutes per day.

It is agreed that the status quo will continue while he remains employed by the Company, as follows:

1. Ron Stang may perform on-air for a maximum of five (5) minutes per day.
2. Ron Stang will continue in his current practice of paying minimum Union dues. These dues will continue to be deducted via payroll deduction.
3. Ron Stang may be used, when needed, in any other Union position. When so used, he will be paid the appropriate rate for the hours worked.

IN WITNESS WHEREOF the Company and the Union have hereunto affixed their hands and seals this 29 day of December, 1995.

FOR THE UNION

FOR THE COMPANY

David V. Gebard
Broadcast Representative

Wayne Stafford
General Manager

LETTER OR AGREEMENT - #1

BETWEEN: CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as "the Company"

AND: AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DETROIT BROADCAST DIVISION, hereinafter referred to as "the Union".

The Company and the Union agree that David Deroches shall continue to be paid, while he remains in the part-time employ of the Company, the rate of \$9.76/hour.

IN WITNESS WHEREOF the Company and the Union have hereunto affixed their hands and seals this 29 day of December, 1995.

FOR THE UNION

FOR THE COMPANY

David V. Gebard
Broadcast Representative

Wayne Stafford
General Manager

LETTER OR AGREEMENT - #2

BETWEEN: CKWW-AM/CKLW-AM/CIDR-FM/CINX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as "the Company"

AND: AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DETROIT BROADCAST DIVISION, hereinafter referred to as "the Union".

The Company and the Union agree that the employee representatives of the Union may meet with Mr. Stafford, General Manager, or his designee(s) to review matters of concern and any mutual decisions may be included in the Collective Agreement as modifications thereto or as separate agreements, after review by appropriate Union and Company representatives.

IN WITNESS WHEREOF the Company and the Union have hereunto affixed their hands and seals this 29 day of December, 1995.

FOR THE UNION

FOR THE COMPANY

David V. Gebard
Broadcast Representative

Wayne Stafford
General Manager

INDEX

BEREAVEMENT PLAN.....15
BULLETIN BOARDS.....6
COMMERCIALS TO OTHER MEDIA OR STATIONS.....27
CONFLICTING LAWS.....27
DEFINITION OF EMPLOYEE.....2
DISCHARGE.....12
EMPLOYEE CATEGORIES.....20
EXISTING BENEFITS.....3
EXISTING PROCEDURES AND METHODS.....3
FUNCTIONAL GROUP AND DUTIES.....21
GRIEVANCE PROCEDURE AND ARBITRATION.....8
HAZARDOUS DUTY.....7
HOLIDAYS.....18
HOURS AND SCHEDULING OF WORK.....22
JURISDICTION.....4
JURY DUTY.....15
LAYOFF.....10
LEAVE FOR UNION ACTIVITIES.....6
MANAGEMENT RIGHTS.....11
MINIMUM SALARIES.....25
MINIMUM TERMS.....7
NO STRIKE - NO LOCKOUT CLAUSE.....7
NO STRIKE BREAKING.....7
NON-DISCRIMINATION.....3
PROMOTION AND TRANSFER.....21
RATIFICATION.....28
RECOONITION.....1
REMOTES AND REMOTE CUT-INS.....16
SENIORITY.....10
SEVERANCE PAY.....13
SICK BENEFITS.....14
TERMS OF AGREEMENT.....28
TRANSPORTATION.....15
UNION ACCESS TO PREMISES.....3

UNION MEMBERSHIP.....5
VACATIONS.....17

LETTER OF UNDERSTANDING.....29
LETTER OF AGREEMENT - #1.....30
LETTER OF AGREEMENT - #2.....31