

SOURCE	CO.		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	JFC		

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NEWCAP BROADCASTING, A DIVISION OF NEWCAP INC.  
AND  
THE COMMUNICATIONS, ENERGY, AND PAPERWORKERS UNION  
OF CANADA**

NewCap Broadcasting **and** the Communications, Energy, and Paperworkers Union of Canada (CEP) hereby agree to amend and renew the Collective Agreement which currently exists and is in full force and effective until the signing of this Agreement **and** which term commenced January 1, 1993.

The parties agree that all terms of the new Collective Agreement commence upon signing except for wage increases on basic and overtime pay which are retroactive to January 1, 1997.

The new Collective Agreement will comprise **all** the terms of the old Collective Agreement except **as** specifically modified **below**:

**Article 2.2.2 - Amend to read:**

Satellite stations, as used in this Agreement **means** those radio stations situated outside the municipality of St. John's, **and** included at the time of negotiation of this Agreement; CKXG Grand Falls and CKXD Gander.

**Article 2.5 - Amend to read**

The wages paid to temporary and part-time employees shall be based on the wage scales set **out** in Article 18. With the exception of part-time announcers, a part-time employee's hourly rate shall be calculated by dividing the rate of the relevant job classification by the regular weekly **hours** of that job classification.

**A** part-time employee who transfers to **the** full time staff shall, after successful completion of a probation period as contemplated in article 2.3.1.1, receive **a** seniority credit equivalent to the number of hours worked as a part-time employee.

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Article 2.3.2.1 - Amend to read:

Part-time employees - a part-time employee **is** a person who **is** hired on a continuing basis for a specific purpose. His/her regular weekly hours will be no more than twenty-one (21) per week.

The company will use it's best efforts to ensure that any change in a part-time employee's assigned work schedule shall be communicated to the employee not later than 5 PM (1700 hours) on the Tuesday of the work week immediately preceding the week in which the change occurs.

Article 2.11 - Delete

Article 2.11.1 - Delete

**Article 2.11.2 - Delete**

**Article 2.13 - New**

Non-shifted Employees - Non-shifted employees include Reception, Traffic Clerk, Accounting Clerk, Typist, Continuity Writer, and Satellite All Round. All other employees shall be considered "Shifted".

Article 7.1 - Amend

It is mutually agreed that it is the spirit and intent of this Agreement to adjust as quickly **as** possible grievances arising **from** the application, administration, interpretation, or alleged violation of **this** Agreement. In the event of a dispute between any member or members of the Bargaining Unit and the company in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof

**STEP 1-** Within ten (10) working days following the event or knowledge by the employee of the events on which the grievance is founded, or which gave **rise** to the grievance, the employee may tale the matter up with his/her department head, or his/her designee, by presenting the grievance in writing. The employee shall be **accompanied** or represented **by** a **member** of the Grievance Committee. The

department head or his/her designee shall reply in writing within ten (10) working days of the presentation of the grievance. Failing a settlement of the grievance or a reply in writing, the employee may proceed to Step 2.

**STEP 2** - Within five (5) working days from the expiration of the second ten (10) day period referred to in **Step 1**, the employee, accompanied by the Grievance Committee, comprising up to three employees and a National Representative of the Union, if so desired, may take the matter up with the Station Manager. The written grievance **and** reply, if any, completed in Step 1 must be presented. The Station Manager shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2. Further meetings may be held. In the event that the representatives of the company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to binding and **final** arbitration.

#### Article 11.11 - New

In the case of a layoff, or in those cases where an employee accepts **that** he/she is subject to a non-culpable dismissal, employees will be entitled to two weeks pay in lieu of notice. In addition, such employees will be entitled to a further payment, For employees with less than five years of service the further payment shall be two weeks' pay for each year of service. For employees with more than five years service **the** further payment shall be three weeks' pay for each year of service. In no case shall the employee receive a total payment of less than four (4) weeks' pay or more than ten (10) months' pay. The employee may elect to obtain his credits in a regular salary until his/her credits. Should the employee be laid off again, he/she shall receive credit for the unused portion of his/her credits plus any additional credits accrued **as** a result of the recall.

#### Article 12.7 - New

The company will reimburse an employee parking **meter** ~~or~~ parking **garage** costs that were justifiably incurred as a result of performing an assignment away from the station. The employee will be responsible for tickets resulting from parking violations.

**Article 13.14.1 - Amend to read:**

The company agrees, subject to operational needs, that employees may take vacation any time throughout the year provided no one more senior had requested and been scheduled for the same time **and** that the request period does not fall in “Hot Weeks” (**weeks defined as survey weeks** by the Bureau of Broadcast Measurement - BBM).

**Article 14.2.3 - Amend to read:**

Bargaining Unit members who agree to lecture at events such as high **school** career days (which shall be at the **company's** discretion) shall have all hours considered **as** time worked.

**Article 15.2 - Amend to read:**

The work week shall consist of thirty-seven and one-half (37 ½) hours (Weekly Hours) divided into five (5) ~~seven~~ **and** one-half (7 ½) hour work days (Regular Daily **Hours**) for shifted employees, and thirty-five (**35**) hours divided into five (5) seven (7) hour days for non-shifted employees.

The work hours for full and part-time non-shifted employees shall be Monday to Friday commencing **each** day no earlier than 0800 hours (8 AM) **and ending no later** than 1800 hours (6 PM) the same day.

**Article 18.5 - Amend to read:**

The following wage rates shall apply **as** of January 1<sup>st</sup>, 1996. Amounts are weekly unless otherwise indicated.

<b>Group</b>	<b>Classification</b>	<b>Jan.1, '96</b>	<b>Jan.1 '97</b>
A	Swing Announcer	420	430
B	Part-time Ann.	10.51	10.77
B	Part-time Cleaner	10.51	10.77

C	Reception, Traffic, Accounting	397	407
D	CREATIVE Writer/Producer	386	395
E	CREATIVE Super./Producer	531	544
F	Engineer	546	559
G	Producer	467	478
H1	News 2	537	551
H2	News/Traffic	491	503
H3	Reporter/Reader	444	455
I	Evening Announcer	467	478
J	Midday Announcer	608	623
K	Drive Announcer	608	623
L	Morning Announcer	818	839
M	REGIONAL PD/Announcer	497	509
N	Regional Producer	393	403
O	Regional News	386	395
P	Regional Office	379	389

Article 19.1 - Amend to read:

This Agreement shall commence January 1<sup>st</sup>, 1996 and remain in force year after year thereafter. Either party has the right, after October 31<sup>st</sup>, 1998 to **modify** the other by registered **mail** of its intention to commence negotiations to modify **this** Agreement. Upon the mailing of such notice this Agreement shall be deemed to expire December 31<sup>st</sup> immediately following. A meeting **shall** be held within 20 days of receipt of such notice by the other party for the purpose of negotiations. Further meetings **shall** be held on a timely basis until settlement is reached, or until either party makes application for conciliation.

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**Article 19.2** - Amend to read:

The parties to this Agreement declare that it contains responsibilities and obligations **for** each such party and that in signing this Agreement, it binds the parties during the term of the Agreement to do everything they are required to do by the Agreement, and to refrain from doing anything they **are** not permitted to do **by** the Agreement. The parties further understand and declare that in case any provision of this Agreement, now or hereafter, is inconsistent with **my** Statute of Canada, or any Order-in-Council, or Regulations passed thereunder, such provision shall be to that extent deemed null and void or shall be applies in such manner as will conform to the law.

In witness whereof the parties have hereby affixed their signatures by their duly authorized representatives this 30<sup>th</sup> **day** of April 1998.

(Signatures as signed to this memorandum)

**Appendix A** - Amend to read:

Dear Sir/Madam:

**As per Article 7.3** of the current Collective Agreement (enclosed), we, the Communications, Energy and Paperworkers Union of Canada (CEP) and NewCap Broadcasting, a Division of NewCap Inc., have mutually chosen you to act as an arbitrator to determine an outstanding grievance number xxx-xx-xx.

This grievance concerns (brief description of subject matter, i.e.; discharge, discipline, application of seniority provisions, overtime claims, etc.).

Article 7.4 of the Agreement provided that the hearing must commence within **six (6)** weeks of the acceptance by the arbitrator to the hearing of the grievance **and** further, it had been agreed that the arbitrator shall be required to submit a written report of this decision within sixty (**60**) days of the last day of the hearing. Failure to meet this requirement results in the arbitrator losing his jurisdiction over the matter and losing all **rights** to reimbursement for costs and services, and another arbitrator would then be selected. **If** you accept this position you are **also** accepting **this** condition.

Should you be willing to determine this matter, would you please confirm your availability by writing to:

Charles Shewfelt,  
National Representative,  
Communications, Energy and *and*  
Paperworkers Union of Canada  
330A Portugal Cove Place,  
St. John's, NF  
A1A 4Y5

Dave Murray  
Vice President, Finance  
NewCap Broadcasting  
Ste. 800, 1550 Bedford Highway,  
Bedford, NS  
B4A 1E6

SUP Plan - Amend to read:

**NEWCAP BROADCASTING, A DIVISION OF NEWCAP INC.  
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN**

Purpose: This SUB Plan (the **Plan**) provides a “top up” to 85% of normal **earnings** for employees who are receiving Employment Insurance Benefits under certain conditions specified to the Plan.

**1. Who is covered?**

All full time permanent NewCap Broadcasting, a Division of NewCap Inc., employees at NewCap radio stations in St. John's, Gander, **Grand Falls** and Corner Brook, Newfoundland, **and** Bedford, Nova Scotia, Charlottetown, P.E.I. and Moncton, **New Brunswick**. This Plan does not include part-time, temporary, or probationary employees.

There is a total of approximately 151 employees. This total includes:

- 27 members of Local 918, CEP.
- 25 members of Locals 917 and 913 CEP.
- 99 non-union and supervisory employees.

All employees are **engaged** in **radio** broadcasting.

Certain non-management employees in St. John's, Gander, and Grand Falls, Newfoundland are members of **Locals 917 and 913**, CEP. Certain non-management employees in Bedford, Nova Scotia are members of Local 918, CEP. All other employees are non-union.

## **2 Qualifications for SUB Plan Payment.**

- 2.1 The Employee must be off work due to pregnancy leave. Employees **off** work for other reasons are specifically excluded from this plan.
- 2.2 The employee must be eligible **and** in receipt of Employment Insurance Benefits prior to receiving payments under this Plan, unless she is serving the Employment Insurance waiting period.
- 2.3 No payments will be made under this Plan until the employee has provided to his/her supervisor a benefit receipt showing receipt or EI benefits.
- 2.4 Employees on pregnancy leave will receive a **maximum** of two weeks of benefits under this plan.

## **3 Amount of Benefit**

Employees off work on pregnancy leave will receive payment equal to 85% of two week's normal salary excluding bonus, overtime, holiday **or** similar amounts. In no case may the total benefit payable exceed the lesser of 85% **of** two weeks normal wages or \$1,600.00.

## **4 Procedures to Claim Under the Plan**

- 4.1 **An** employee does not have to file a claim with NewCap. Normal payroll **procedures** will activate **a claim under this Plan.**
- 4.2 The station Manager will indicate, when submitting payroll documentation, that the employee is on pregnancy leave.
- 4.3 NewCap will indicate on the Record of Employment that the employee is covered by **this** plan by writing **"SUB" in** Section 17 Comments.
- 4.4 The employee, on her application for EI Benefits will indicate that a **SUB** plan is in effect.
- 4.5 Employees weekly benefits **shall** be paid by direct deposit on normal payroll dates.



**5 No Rights Beyond This Plan**

It is a specific provision of the Plan that employees are entitled to no payments other than payments made during pregnancy leave as specified by **this Plan**.

**6 Payment for Plan**

This Plan **is** financed by NewCap Broadcasting, a Division of NewCap Inc., general revenues. A separate accounting will be kept of these payments.

**7 No Reductions**

Payments with respect of guaranteed annual remuneration or **in** respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

**8 Duration of Plan**

This plan **is** in effect from ~~March 1<sup>st</sup>, 1996~~ to **February 28<sup>th</sup>, 1998**. Employees covered by Collective Agreements in Locals ~~913, 917, and 918, CEP~~, will be covered from the effective **date of** amendments to Collective Agreements to include the **Plan** until the termination date of the Plan. NewCap will inform the Commission of any changes within 30 days of the effective date **of** change.

**9 Revenue Canada Taxation Number**

NewCap Revenue Canada Taxation Number: **136869815RP0028**

**10 Verification of EI Benefits**

NewCap Broadcasting ~~will~~ verify that employees are receiving EI benefits by having employees submit their ~~EX~~ benefit stubs.

In witness whereof the parties have hereby affixed their signatures to this Memorandum of Agreement by their duly authorized representatives this 30<sup>th</sup> day of April 1998.

**NEWCAP BROADCASTING,  
A DIVISION OF NEWCAP INC.**

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

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D. Murray

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C. Shewfelt

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H. Montbourquette

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