

COLLECTIVE LABOUR AGREEMENT

intervened between

METRO RADIO GROUP

hereinafter called “The Company”

PARTY OF THE FIRST PART

and

**THE COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION, (CEP)**

hereinafter called “The Union”

PARTY OF THE SECOND PART

who have agreed as follows:

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ARTICLE 1 - INTENT

1.1

It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union, in promoting the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions of employment to be observed between the parties. To this end, this agreement is signed in good faith by the two (2) parties.

1.2

It is agreed that this Agreement is the only Agreement between the employer and its employees and that it supercedes any arrangements made before the signing of this contract. It is further agreed that the terms and conditions outlined herein are minimums.

1.3

The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement.

ARTICLE 2 - DEFINITIONS & EMPLOYEE CATEGORIES

2.1

The term "employee," as used in this Agreement shall mean any person, employed in a classification included within the Bargaining Unit referred to in Article 2.2. It shall include any person employed in any job or classification created in the future which the parties, by mutual consent, decide to include within the Bargaining Unit, provided that where such mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board for decision as to the inclusion or exclusion of the disputed classification in the Bargaining Unit.

2.1.1

Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender and when the feminine gender is used, it shall be understood to include the masculine gender.

2.1.1.1

The Company, for the purpose of this agreement, is 2406340 Nova Scotia Limited, carrying on business as Metro Radio Group.

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2.2

The Company recognizes the Union as the exclusive Bargaining Agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its Order dated July 8, 1996, which states that the Bargaining Unit consists of:

"all employees of 2406340 Nova Scotia Limited, carrying on business as Metro Radio Group, employed at radio stations that it either owns or manages, excluding vice-president sales, operations manager, general sales manager, marketing consultant, sales administrative assistant, program director, sales marketing coordinator, chief engineer, news director, summer students and casual employees".

2.3

All employees covered by this Agreement shall be considered full-time permanent employees except as otherwise defined. This does not prohibit the use of casual employees as excluded from the Bargaining Unit as per 2.2 above. A casual employee is an employee who performs work on an as required, nonscheduled basis and is assigned on a shift by shift basis to fill in for unexpected absence due to sickness, special leave provisions or overload situations. At any point that a casual employee can be scheduled to work in advance, he/she shall be deemed a temporary employee.

2.3.1

A probationary employee is an employee hired for a regular job but who has not yet completed a probationary period of three (3) months (six (6) months in the case of on-air employees) continuous and uninterrupted employment in that job function.

Time lost by probationary employees for personal or health reasons shall not be counted toward the completion of the probationary period.

Part-time employees shall serve a probationary period of sixty (60) days work or one (1) year whichever comes first.

An employee on probation shall have his/her record reviewed in writing midway through and before the completion of the probationary period and must be advised of either successful completion of the probationary period or of an extension of the probationary period for a period not to extend beyond a further three (3) months. If the company fails to notify the employee within one week after the expiration of the probationary period that he has been confirmed or had his probationary period extended, he shall be deemed to be confirmed as a regular full-time employee or regular part-time employee, as the case may be.

The Company may release the probationary employee at any time.

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2.3.2

Part-time Employee - A part-time employee is a person who is hired on a continuing basis for a specific purpose.

2.3.2.1

Subject to scheduling requirements and provided that there is no reduction in the quality of operations as determined by the Company in a fair and reasonable manner, the Company will use its best efforts to employ on a full-time basis rather than a part-time basis.

2.3.2.2

A part-time employee is subject to the provisions of the collective agreement as would be a full-time employee with the exception of Articles 9, 11, 13 and 15.

A temporary employee is subject to the provisions of the Collective Agreement as would be a full-time employee with the exception of Articles 9, 11 and 13.

2.4

Temporary Employees - A temporary employee is a person who is hired on a week-to-week basis to replace a full-time Bargaining Unit employee absent on vacation, leave or prolonged sickness, or to meet an extra workload. If the absence to be filled is less than a week, or if there is a need to meet an extra workload for less than a week, the employer may hire a temporary employee on a salary prorated to the scale salary of the job.

2.4.1

If the Company employs or anticipates that it will employ a temporary employee in any job classification for more than twelve months in any eighteen month period, it will post the job as a full-time permanent position.

2.5

The Company will not use a part-time or temporary employee if it results in the layoff of a full-time employee. Should there be a full-time employee on layoff in a functional group, any part-time or temporary assignment in that functional group shall be offered to such laid off employee first.

2.6

The Company will, upon request by the Union, notify it in writing of the reasons for hiring and/or changes in assignment of a temporary or part-time employee.

2.6.1

Part-time and temporary employees who are subsequently hired as full-time regular employees, shall be credited for total accumulated hours for seniority purposes and shall be subject to the probationary period as set out in Article 2.3 excepting Company's option of extending probationary period.

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2.7 Functional Group

Wherever the term Functional Group is used in this Agreement, it shall denote any of the following groups:

- (a) Switchboard/Receptionist
Traffic Clerk
Accounting Clerk
Secretary
- (b) Continuity Writer
- (c) Traffic Supervisor
- (d) Continuity Supervisor
- (e) General Announcer
- (f) Drive or Midday Announcer - Sun
- (g) Drive or Midday Announcer - Q104
- (h) Drive or Midday Announcer - AM
- (i) Morning Announcer - Sun
- (j) Morning Announcer - Q104
- (k) Morning Announcer -AM
- (l) Morning News person
- (m) News person
- (n) Sports Announcer
- (o) Production Supervisor
- (p) Producer
- (q) Engineering
- (r) Promotions Coordinator
- (s) Operator

2.8

Regular Weekly Salary - Regular Weekly Salary shall mean the remuneration an employee receives for his/her week's work, excluding talent fees, overtime and any other premiums or penalties.

2.9

Basic Rate - Basic Rate shall mean the regular weekly salary of an employee divided by the number of hours per work week as defined by Article 15.

2.10

To promote communications and healthy industrial relations between the Company and the Union, it is agreed that the Station Manager and the Union Executive plus any additional representative as mutually agreed shall meet on a regular quarterly basis upon the request of either party to discuss matters relating to Bargaining Unit members which are not addressed in the Collective Agreement. Minutes shall be kept of these meetings.

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2.11

Time limits and notice periods contained in this Agreement are exclusive of Saturday, Sunday and statutory holidays.

2.12

Automation or Technological Change Means:

- (a) The introduction by the Company into its work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of the work, undertaking or business; and
- (b) 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.

2.13

On-air employees for the purpose of this agreement, except for Article 8.3.1, shall include functional groups E to O inclusive.

2.14

A tour of duty shall mean the hours in a day scheduled and/or assigned to an employee.

2.15

A Personal Promotional Appearance occurs when an On-Air employee is scheduled to appear at a public event in a community relations capacity representing the company for which there is no revenue earned by the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1

The Union recognizes that it is the exclusive function of the Company to operate and manage its business and direct the work forces.

Without limiting the generality of the preceding paragraph, and the following rights are included:

- (a) to determine the location, number and size of plants, and portions thereof;
- (b) to determine the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- (c) to decide the number of employees and the operating schedule;
- (d) to select, hire, promote, transfer, layoff, suspend, discipline, or discharge an employee for just cause and to maintain order and efficiency of the employee, subject to the right of an employee to file a grievance;
- (e) to supervise the workforce, to make, alter and amend reasonable rules of conduct and procedure for employees, and to enforce same.

All this subject to the limitations of this Agreement.

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ARTICLE 4 - UNION RIGHTS

4.1

Whereas both parties agree that employees are free to join or not to join the Union, the Company agrees to inform new Bargaining Unit employees, before hiring, that CEP is the certified Bargaining Agent and, at the same time, to show each new Bargaining Unit employee a copy of the individual wage scales applicable to the job function which he/she will perform. Further, the Company will inform the Union, in writing, upon hiring a new Bargaining Unit employee, of the name of the employee, and his/her wage rate.

4.2

The Company shall, as a condition of employment, deduct from each Bargaining Unit member, an amount equal to the uniform dues and assessments as levied by the Union. The dues are to be based on the gross weekly earnings, including overtime, beginning with the date of hiring in the Bargaining Unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of gross earnings. The Company will be notified by Registered Mail of any changes in the present rate of deduction.

4.3

The Company agrees to remit the monies so deducted to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Company, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the Bargaining Unit who have left or joined the Company since the last payment.

4.4

When the Income Tax T-4 Slips are made available, the Employer shall include, on the slip, the amount of Union dues paid by each Bargaining Unit member in the previous year.

4.5

The Company shall notify, in writing, the acting Senior Executive of the Local Union, or his/her designee, with a copy to the Halifax Office of the National Union of the following information:

- (a) a list of employees showing their names and classifications ranked according to seniority;
- (b) job postings and salaries of new hires;
- (c) promotions, demotions and transfers;
- (d) merit increases;
- (e) notification of confirmation or extension of probationary periods, discharges, issuance of suspensions, resignations, retirements, deaths, written warnings;
- (f) job classifications and job definitions;

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- (g) information relating to salaries and fringe benefits, including pension and medical plans;
 - (h) the details of any new monetary arrangements made with employees beyond the terms of this agreement;
- for all employees within the Bargaining Unit on a current basis.

It is agreed that default in providing such information under this Article shall not affect disciplinary and like matters brought before the grievance procedure.

4.6

Upon reasonable notice, an accredited Union Representative shall be permitted to enter upon the Company's premises for the legitimate transaction of Bargaining Unit business provided that the prior permission of the Station Manager is obtained and such visits do not interfere with the normal operations of the Company.

4.7

The Company agrees to provide a bulletin board in the employee lunchroom and in the newsroom for the sole purpose of the posting of Union bulletins provided that in the reasonable opinion of the Company that such postings are not offensive or derogatory. All bulletins shall be presented to the appropriate Company official before posting.

4.8

Leave without pay, to a maximum total of five (5) days per year, will be granted for up to two (2) employees duly authorized to represent employees in order to attend executive council meetings, labour conventions, congresses or other labour meetings. Leave in excess of five (5) days per year may be granted at the discretion of the Company. It is understood that not more than one (1) employee from any one functional group shall be released at any one time. The Company reserves the right to deny such leave to announce and operating employees during the eight BBM hot weeks. All requests for such leave shall be submitted at least fifteen (15) working days in advance.

4.9

The Company agrees to release without loss of pay up to three (3) employees to attend negotiation sessions with the Company for the purpose of renegotiating this Collective Agreement. The Company has the right to require that not more than one person from each of News, AM Announcers, FM Announcers, and Office/Accounting is included in the three employees. When this leave has reached an aggregate total of twelve (12) days, the Company has the right to inform the Union that further leave for employees to attend negotiating sessions shall be without pay.

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4.10

Leave provided for in Article 4.9 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving such leave shall continue to receive all the appropriate benefits contained in this agreement.

4.11

It is agreed that Union business is not to be conducted during an employee's working hours; however, the Company will allow Union Representatives adequate time to attend to urgent and immediate matters arising from the provisions of this Agreement. Such time will be subject to the prior approval of management and is not to interfere with the day to day operations of the station.

ARTICLE 5 - NONDISCRIMINATION

5.1

There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee or the application of the Agreement for reasons of race, national or ethnic origin, colour, religion, sexual orientation, marital or parental status, conviction for which a pardon has been granted, physical handicap, membership or activity in the union local, membership in the bargaining unit, political affiliation or age, unless such discrimination is based upon a bona fide job requirement.

5.2

The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives because of any employee's membership or non-membership in the Union or because of his/her involvement or lack of involvement in the lawful activities of the Union.

ARTICLE 6 - STRIKES, LOCKOUTS AND STRIKE-BREAKING

6.1

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockouts.

6.2

The Company will not assign employees to work at a radio station, television station, transmitter or studio where a legal strike/lockout is in progress or to provide service beyond pre-strike/lockout levels or activities.

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6.3

No employee shall be penalized in any manner for crossing or refusing to cross a legally-constituted picket line that poses a dangerous condition as per Article 16.3. (See Letter of Undertaking in Appendix)

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1

It is mutually agreed that it is the spirit and intent of this Agreement to adjust as quickly as possible grievances arising from the application, administration, interpretation, or alleged violation of this Agreement. In the event of a dispute between any member or members of the Bargaining Unit and the Company in reference to the application, administration, interpretation or alleged violation of this Agreement, the following procedure shall be followed for adjustment and settlement thereof. It is agreed that time is of the essence and both parties agree that time limits will be strictly observed unless modified as provided in Article 7.6.

STEP 1 - Within six (6) working days following the event or from when the employee should have **known** of the events on which the grievance is based, the employee (or designee if appropriate due to circumstances surrounding the matter) will present a grievance in writing to the Station Manager or his designee. The grievance will state the facts upon which it is based and the specific remedy that is sought.

STEP 2 - Within thirty (30) working days of receipt of the grievance the Station Manager will hold a Grievance Meeting. The grievor, such Union representation as the grievor requires to a maximum of three persons, the Station Manager or his designee and such other persons as the Station Manager feels appropriate to a maximum of three persons will be in attendance. The Station Manager will reply in writing to the grievor and the Local 918 President within ten working days of the Grievance Meeting.

STEP 3 - Within five (5) working days of delivery of the Station Manager's reply, either party may elect to refer the matter to arbitration as provided for in Article 7.3. Failing such election, the matter shall be considered closed.

7.1.1

Notwithstanding Article 7.1, any grievance concerning the discharge of an employee may be submitted directly to the Station Manager or his designee at Step 2 within ten (10) calendar days of the discharge.

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7.2

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union Grievance Committee who may be accompanied by a Union representative. If not satisfactorily settled within ten (10) working days of the above meeting, either party may refer the matter to arbitration.

7.3

If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 3 hereof, give to the other party to this Agreement written notice of its intention to arbitrate, at the same time specifying one of the following list of arbitrators as being not acceptable:

- Bruce Archibald
- Bruce Outhouse
- Peter MacKeigan

The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone, acknowledge receipt of the said notice, and at the same time, specify one of the remaining list of arbitrators as being not acceptable; thereafter, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from the list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and she/he shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and she/he shall be notified forthwith as provided for in the letter in Appendix "D" to this Agreement. In the event that the arbitrator so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning.

7.3.1

The hearing must commence within six (6) weeks from the date of acceptance by the arbitrator to the hearing of the grievance.

7.3.2

Should the selected arbitrator from the panel not be available, and failing agreement in selecting an alternate arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

7.3.3

The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

7.3.4

The parties will jointly bear the expense of an arbitrator in equal portions.

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7.4

At any stage of the Grievance Procedure, including arbitration, all reasonable arrangements will be made to permit the conferring parties to have the assistance of the employees concerned and any necessary witnesses, to have access to the plant, and to view disputed operations, provided that such arrangements do not cause unnecessary cost to the Company or interfere with Company operations.

7.5

If it is determined by the arbitrator that any employee has not been suspended, discharged or disciplined for proper and sufficient cause, the board may make any decision which is just and equitable and which may or may not include full reinstatement of the employee. The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or subtract from or modify any of the terms of this Agreement.

7.6

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Company and the Union.

7.7

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.8

Employees shall suffer no loss of pay in attending grievance or arbitration meetings with the Company.

ARTICLE 8 - REPORTS ON PERFORMANCE

8.1

Any formal disciplinary measure taken against an employee shall be clearly identified as such and shall be communicated to that employee in writing, with a notice to the Union, within ten (10) working days from when the employer should have had knowledge of the events giving rise to the necessity for discipline and that disciplinary measure shall form part of the employee's personnel record. If this procedure is not followed, neither the notice nor the events which gave rise to the notice shall form part of the employee's record or affect his/her job status in any way. Any written response received from the employee within ten (10) working days shall also be placed on his file.

8.2

Demotion shall not be used as a form of discipline. An employee may be demoted only at his/her own request or as a result of a layoff, as described elsewhere in this Agreement.

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8.3

Letters of Reprimand, Discipline and Dismissal shall be subject to review by the provisions of the grievance procedure and shall only be for just and sufficient cause.

8.3.1

When determining just and sufficient cause as described in Article 8.3, it is agreed that broadcasting requires the continued maintenance of high standards of performance, which with respect to on-air staff, are not capable of definition in solely objective terms.

Therefore, it is agreed that it is the Company's exclusive right to determine such standards of performance provided that such right shall not be exercised in an arbitrary or discriminatory manner.

Employees who do not achieve such standards shall be warned at least twice in writing prior to dismissal. It is understood that the Company has the right to dismiss an employee who does not meet the standards following such warnings. The Company will use its best efforts to give direction and assistance to such employees.

For the purposes of this article only on-air staff are those in Functional Group E to L (newsroom staff are excluded).

8.4

An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.

8.5

At the employee's discretion, he may take an available Union representative with him to any disciplinary meeting involving his/her supervisor or management personnel.

8.6

Upon request, an employee may review his/her personnel file in the presence of management personnel. With the written approval of the employee, which indemnifies the Company from liability with respect to the release of such information, a Union officer may also have access to the employee's file.

8.7

No report on performance, letter of reprimand or notice of discipline shall form part of an employee's record for more than eighteen (18) months.

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ARTICLE 9 - SENIORITY RIGHTS

9.1

Company seniority shall be deemed to have commenced from the date of hire by the Company (or in the case of those hired prior to July 8, 1996, the date of hire by Newcap Broadcasting Ltd., or Sun Radio Ltd.) into a Bargaining Unit position and shall be equal to the length of continuous service.

9.1.1

Seniority shall not be established until the probationary period has been served but shall then count from the date of employment.

9.2

The seniority of an employee may be affected according to the following situations:

- (a) an employee with less than two (2) years' seniority who is laid off retains his/her seniority for a period of six (6) months after which he/she shall be considered as being discharged;
- (b) an employee with more than two (2) years' seniority who is laid off retains his/her seniority for a period of twelve (12) months after which he/she shall be considered as being discharged;
- (c) on a leave of absence without pay, the seniority of an employee shall cease to accumulate except for an employee with three (3) or more years of service who shall see his/her seniority accumulate for one (1) month for each year of past service to a maximum of twelve (12) months, (see Article 11.11.3 for exception for child leave);
- (d) on a leave of absence without pay of less than one (1) month, the seniority of an employee shall not be affected;

9.3

Both the Union and the Company agree that when a vacancy exists in a classification within the Bargaining Unit, employees of the Company shall be given first opportunity to apply for the job. Such vacancy shall be posted for a period of five (5) days [120 hours] and employees may file applications for the position. Qualifications which can be identified and objectively articulated shall be included in the notice posting.

The Company will assess the qualifications, training, experience, talent, ability and seniority of all applicants for any vacancy and award the position to the applicant who, in the sole opinion of the Company, best meets the requirements of the job.

It is agreed that the Company's assessment of applicant qualifications is not subject to the grievance procedure provided that such evaluation function is not arbitrary or discriminatory.

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The Company recognizes the benefits of promotion **from** within and undertakes to consider applicants currently in the employment of the Company for vacancies within the Bargaining Unit prior to considering outside applicants.

Notwithstanding Article 2.3.2.2, part-time and temporary employees may file applications and be considered pursuant to this Article for posted positions.

9.3.1

An employee who has completed his/her probationary period as provided for in Article 2.3.1 will not be required to complete an additional probationary period. However, an employee promoted or transferred to another classification or job function requiring a different skill will perform on a six (6) month trial basis for on-air positions and a three month (3) trial basis for non-on-air positions. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that she/he is unsuited for the new position, it may remove him/her from that position, in which case, the employee's previous position, seniority and salary will be made available. All subsequent promotions or transfers involving other employees which resulted from an employee moving to an on-air position shall remain subject to reversal for the six month trial period.

In the cases of trial, promotion and/or transfer, the higher classification will be paid.

At the conclusion of successful trial periods, promotions and transfers shall be made permanent by written notice.

Employees performing on a trial basis should receive a written evaluation during the second month of their trial period. On-air positions should receive an additional evaluation during the fourth month of their trial period.

9.3.2

Should **an** applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why his/her promotion or transfer was denied.

9.4

No employee shall be permanently transferred to another job classification or to a position outside of the Bargaining Unit without his/her consent. Refusal of such transfer is not subject to disciplinary procedures.

9.5

The notice of layoff to the Union shall include a list of the jobs declared redundant specifying which are to be **left** vacant and which will be abolished; and relocation or reclassification as per Article 9.6.2 and the individuals to be laid off.

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9.5.1

The Company will provide at least two weeks notice of layoff to the affected employees and the union. The notice to the Union is for the purpose of giving the Union an opportunity to comment on **the** proposed layoffs and any consequent employee transfers or other ramifications. Failing such notice, the affected employees will be entitled to pay in lieu of the time by which the notice fell short of these requirements.

9.5.2

If the Union disagrees with the Company's understanding of the effect of Article 9.6 as conveyed in the layoff notice (Article 9.5) it may raise the matter for discussion with the Station Manager. Such meeting shall proceed as per Article 2.10 and shall be convened as soon as possible.

Failing resolution, the Union reserves the right to clarify the issue through Article 7.

9.6

Where employees are to be laid off or reclassified (bumped) as a result of layoff, such layoff or reclassification shall proceed in an inverse order of seniority within each functional group. Where there is a reclassification to a lower salary position, such affected employee's salary shall be "red circled" until the top wage level for the new position exceeds the original salary.

9.6.1

When an employee is laid off, consideration shall be given for any appropriate vacancy elsewhere in the Company.

9.6.2

An employee who is subject to layoff and has acquired experience in another functional group, can transfer to the other functional group and bump an employee with less Company seniority. It is agreed that the Company shall have the right to veto any such transfers into on-air functional groups.

9.6.3

In a layoff situation, subject to his/her approval, the Company may transfer an employee whom the Company determines to have the requisite ability to another functional group and bump an employee with less Company seniority. In the case of supervisors and positions that have assistants, they shall, for the purpose of this Article, be deemed to have the requisite ability referred to above.

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9.6.4

The Company will provide employees facing layoff with assistance in finding work outside of the Company. This assistance will include preparing resumes, tapes and attempting to make contact with others in the industry.

It is agreed that there is no obligation for employees to accept such outside employment.

9.6.5

An employee who accepts retraining or reclassification cannot be laid off **as** a direct result of automation should such employee have more than two years seniority.

9.6.6

The Company agrees to setup a program of training or retraining for the employees affected to enable them to become familiar with the operation or maintenance of new equipment or the functions of a new job.

9.7

In the event that a vacancy occurs in the functional group in which the employee was laid off, recall shall be in accordance with seniority only.

When vacancies occur in functional groups other than the one from which the employee was laid off, the Company agrees to recall, in order of seniority, laid off employees who, in the opinion of the Company, have the necessary qualifications, training, experience, talent and ability for such vacancies, provided:

- (a) An employee may refuse to accept a recall to a job of a different category or at a lesser salary without forfeiting recall rights to his/her original job.
- (b) An employee may accept, on a temporary basis, a recall to a job in a different category or of lesser salary without forfeiting recall rights to his/her original job or a job of same salary.
- (c) An employee recalled to a similar position after layoff will not suffer a loss of seniority in the wage scale.
- (d) An employee recalled after a layoff who accepts a salary less than his/her former salary will not suffer a loss of credited years in the wage scale.

9.8

Employees are expected to give at least two (2) weeks' notice in writing to their appropriate department head or the Station Manager, of their intention to resign their employment with the Company.

It is agreed that such notice or resignation shall not be grounds for dismissal.

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ARTICLE 10 - JURISDICTION, DUTIES AND JOB DESCRIPTIONS

10.1

It is agreed that any work or job classification that falls within the definition of the Bargaining Unit as provided for in Article 2.2 or Article 18 shall be performed only by Bargaining Unit employees with the following exceptions:

- (a) Bargaining Unit work performed by non-Bargaining Unit employees prior to certification may continue to be performed by non-Bargaining Unit employees.
- (b) The AM Program Director shall perform no more than three (3) hours per day or fifteen (15) hours per week of Bargaining Unit work. The AM Program Director shall be allowed to perform an additional one (1) hour per day or five (5) hours per week of associated preparatory and production work.
- (c) When new equipment is being evaluated or training is being provided to Bargaining Unit employees.
- (d) In the event of an emergency.
- (e) the positions of Director of Engineering and News Director may continue to perform their normal job functions in the execution of their job requirements as they existed at the time of certification.
- (f) The performance of work by non-Bargaining Unit employees will not result in the layoff or prevent the recall from layoff of a member of the Bargaining Unit and the application of paragraphs b) and d) will not cause the loss of overtime penalties or talent fees to Bargaining Unit members.

10.2

Contracting Out - The Company agrees not to transfer, assign or subcontract any work or duties normally performed by members of the Bargaining Unit to any other person or to any other Company or its employees if the effect of such would result in the layoff or prevent the recall of an employee should such employee have more than two years seniority.

10.3

It is agreed that subject to Articles 10.4 and 10.4.1, the job descriptions listed in Appendix "B" are part of the Agreement and are intended to distinguish jobs from one another for pay purposes only. It is not intended that an individual so classified shall perform only the tasks so specified in his/her job description, nor is it intended that the individual has the exclusive rights to perform the tasks specified in his/her particular job description.

CEP LOCAL 918-M

10.3.1

Temporary Upgrading - When a shifted employee is temporarily assigned to perform work of a higher rated classification for a period of no less than five (5) days, such employee shall receive the higher rated scale for all work performed during such assignment. This provision does not apply to the Swing Announcer position.

When an employee in functional groups (a) or (b) who normally has a Supervisor is working without the departmental supervisor for no less than five days, such employee shall be paid an additional \$10.00 per day for each day worked.

10.3.2

The Employer has the right to assign an employee to perform work of a lower classification provided his/her wage rate remains the same and that such assignment is temporary and for a specific purpose, i.e., to meet temporary increases in workload or to replace an employee on leave.

10.4

The Company shall notify the Union immediately and provide a job description within ninety (90) days for:

- (a) any significant change contemplated to the duties, tasks or responsibilities for the jobs covered by this Agreement;
- (b) any new job to be created by the Employer within the Bargaining Unit;
- (c) the wage group in which the Employer intends to classify a new job or a job whose duties, tasks or responsibilities have been changed after the signing of this Agreement.

10.4.1

If a new or significantly changed job is not covered under salary schedules, the employer will establish a grade level for the job. Remuneration for a new or modified job shall be based on the existing salary schedules.

10.4.2

Should the Union disagree with the remuneration set under 10.4.1 and there are more than six (6) months remaining in the term of the Collective Agreement, the dispute may be submitted to the final step of the grievance procedure as outlined in Article 7. If less than six (6) months remains in the term of the Collective Agreement, the initial rate shall stand unless otherwise agreed or until the next round of collective bargaining.

METRO RADIO GROUP

ARTICLE 11 - EMPLOYEE BENEFITS

11.1

The Company agrees to provide benefits with respect to:

- life insurance;
- disability;
- hospital expense benefits;
- medical and dental care benefits;

on a basis consistent with the benefit plan offered to other employees of NEWCAP Broadcasting Limited.

It is agreed that for the life of this agreement the Company will not reduce the current benefits nor will it increase the cost to the employee for these benefits.

Notwithstanding Article 2.3.2.2 part-time employees with more than one years service who regularly work more than 20 hours per week will, at their option, be able to participate in the benefit plan on the same basis as full-time employees except for those benefits that are based on salary will be prorated.

11.1.1

Enrollment in Long Term Disability is mandatory. Premiums shall be paid by the employee thus the benefit is nontaxable. The company will fully fund and maintain the current weekly indemnity program.

11.1.2

The Company will provide employees and the union with details of any change in coverage levels or premiums no less than thirty (30) days prior to implementation of such changes.

11.1.3

The Company agrees to provide a pension plan on a basis consistent with the plan offered to other employees of NEWCAP Broadcasting Limited. Each employee shall receive an annual statement detailing Pension Plan benefits attributed to the employee. See the letter on the Pension Plan in the Appendix to this agreement.

CEP LOCAL 918-M

11.2

An employee who is absent because of illness or disability shall be entitled to sick leave with full pay during the waiting period up to the commencement of Weekly Indemnity or LTD benefits referred to in Article 11.1. Sick Leave is not to be construed as vacation time.

Notwithstanding Article 2.3.2.2 - Part-time employees with more than one years service who are entitled to benefits (i.e. regularly work more than 20 hours per week) are also entitled to sick leave benefits of this article for their regularly scheduled shifts.

11.2.1

If the employee is unable to qualify for the Disability Income Plan and the Company can establish through Article 11.3 that the employee is able to work, the Company shall not be required to pay salary or benefits.

11.3

Absence because of sickness or incapacity up to one year's duration shall not interrupt the accumulation of an employee's vacation credits in this Agreement.

11.4

Should an employee fall sick while on vacation and is eligible for Weekly Indemnity or LTD, such benefits will be paid and unused days of vacation will be credited to the employee.

11.5

Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 11. If a physician verified illness predates the commencement of maternity leave, then sick pay applies until the illness is physician verified as over; if the illness post dates the commencement of maternity leave, then no sick pay will be paid until the maternity leave or child care leave applied for expires.

11.6

An employee absent for illness shall inform the Company of his/her absence as soon as possible and shall indicate the cause of his/her absence and if possible, the time she/he may report back to work.

METRO RADIO GROUP

11.7

The Company may require an employee to immediately undergo a medical examination by his/her physician. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff or to determine the cause of excessive absenteeism. It is agreed that the physician will respect the medical confidentiality of the employee and will simply state in a report to the company whether the employee is well enough to return to work and when, whether the employee may affect the health of others or whether the excessive absenteeism has cause. The company may exercise its right to have the employee's doctor refer the employee for examination to a doctor acceptable to the company, Each time the company requests this medical referral it will advise the physician in writing of the above confidentiality restrictions. This article does not supersede the requirements of the company's insurance carrier.

11.8

Excessive sick leave obtained fraudulently shall be considered as sufficient grounds for dismissal of an employee by the employer.

11.9

The employee shall offer proof, satisfactory to the Company, of his/her illness, if requested to do so by the Company.

11.10

The Company will grant leave with pay to an employee for medical, dental and eye appointments provided that such leave is requested in advance and does not seriously affect operations. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.

11.11 Parental Leave

The Canada Labour Code has provisions to permit employees to take maternity, adoptive, and child care leave. The Company encourages eligible employees to take advantage of these provisions. The applicable portions of the Canada Labour Code are contained in the Appendix to this Agreement.

11.11.1

During maternity and child care leave and/or adoptive leave, seniority shall continue to accumulate and the benefits provided in Article 11.1 shall continue.

11.11.2

During the child care leave provided for in Article 11.11 an employee may request and the Employer will make best efforts to allow the employee to work part weeks or part days for a prorated portion of their normal weekly salary, provided acceptable temporary replacement is available.

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11.11.3

The Company agrees to maintain the Supplementary Unemployment Benefit Plan filed with Employment & Immigration Canada for the term indicated in the Plan. (See the SUB Plan in the Appendix)

11.12

Bereavement Leave - In the event of the death of a member of the employee's immediate family (i.e. spouse, parent, child, legal guardian), paid bereavement leave on any of his normal working days that occur during the five (5) days immediately following the day of death shall be granted.

- In the event of the death of an employee's sister, brother, father-in-law, mother-in-law or grandchild, paid bereavement leave on any of his/her normal working days that occur during the three (3) days immediately following the death shall be granted.
- In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle or grandparent, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days and the employee attends the funeral.

Employees may use vacation days or extra off credits as travel days in conjunction with the above bereavement provisions.

11.12.1

When an employee is required to be absent from work in order to cope with unforeseeable domestic contingencies or emergencies that affect him/her or his/her immediate family, he/she shall be granted leave at the Company's discretion.

11.13

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding shall be considered as being on leave with pay, with any remuneration received by the employee from the court or the party subpoenaing, as the case may be, to be paid to the Company.

11.14

In the case of layoff and in cases where an employee accepts that he is subject to a non-culpable dismissal, employees will be entitled to two weeks' pay in lieu of notice and a further payment, for employees with five or less years of service two weeks pay for each year of service and for employees with six years or more of service three weeks pay for each year of service. In no case will a laid off employee receive a total payment under this article of less than four (4) weeks salary or exceed a total payment of ten months salary. The employee may elect to obtain his/her credits in a regular salary until his/her credits are exhausted or he/she is called back to work. In the event that he/she is called back to work and his/her credits are not exhausted, Article 9.8 will apply.

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11.14.1

The Company at its discretion, may grant severance pay for other reasons.

11.15

Educational Seminars - **An** employee required to attend a Company approved seminar or educational course related to the industry and not required to work that day shall receive for that day:

- a) on a scheduled work day, his/her basic rate of pay for hisher normal tour of duty for that day;
- b) on a scheduled day **off**, his/her basic rate of pay for hours of attendance to a maximum of one-fifth (1/5) of hisher regular weekly hours;

No overtime will be paid while employees are attending courses in accordance with this article.

ARTICLE 12 - TRAVELING EXPENSES AND PROVISIONS

12.1

The Company, upon presentation of receipts, shall reimburse each employee for all necessary authorized in-town and out-of-town traveling and other expenses when such travel is authorized by the Company.

12.2

Should an employee agree to use hisher car for Company business, the Company agrees to reimburse mileage. All employees using their vehicles for Company business must have the prior authorization to do so and must declare such use to hisher insurance company, and also confirm placement of required (one [1] million liability) coverage to the Company. Any additional insurance cost as a result of business use will be an authorized expense as per Article 12.1 above.

12.3

When an employee is operating a Company owned vehicle, it is the Company's responsibility to provide adequate insurance to fully protect the vehicle and its occupants.

12.4

The Company will not be required to reimburse employees for parking tickets unless the violations were justifiably incurred while performing a work assignment. Payment will be approved if tickets are presented within the initial period provided for payment. If not presented within the provided period, the Company will pay only the amount of the initial charge.

12.5

Reimbursement of moving expenses will follow the agreed formula and will apply only in event of voluntary resignations.

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12.6

When an employee is required to work at a studio or remote location (excluding remotes covered by Article 14.3.) other than his/her normal place of employment, he/she shall be credited with all the necessary time consumed in transit between such normal place of employment and any other studio or remote location, and return.

12.7

The Company agrees that when an employee is requested to work overtime and incurs additional transportation expense, such expense shall be an authorized expense as per Article 12.1.

ARTICLE 13 - HOLIDAYS AND VACATIONS

13.1

The following shall be considered as paid holidays:

New Year's Day	Civic Natal Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

13.1.1

An employee who advises the Company upon their hire or gives six (6) months' notice that their ethnic, racial or religious beliefs are such that they observe days not listed as paid holidays, may substitute any day or days for those listed as paid holidays.

13.1.2

Tours of duty that span two (2) calendar days of which one (1) is a Statutory Holiday shall be considered to be completely worked on that day where the majority of the employee's hours fall.

13.1.3

An employee on vacation on a paid holiday shall be entitled to an additional day off which shall be deemed as "extra off".

13.2

When a paid holiday falls on an employee's scheduled day off, and she/he is not required to work, she/he shall be entitled to one (1) day off in addition to his/her normal basic pay for that paid holiday. This day off shall be deemed as "extra off".

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13.2.1

Should the Company require an employee to work on a holiday as per Article 13.1, the employee shall receive a day off at a mutually agreeable time which may include being added to annual vacation. Failing such agreement within thirty (30) days of the holiday, the Company had the right to add the day to the employee's vacation or pay the employee one and one-half (1.5) times basic rate.

13.2.2

If a holiday falls on a scheduled work day and the employee is not required to work, he/she shall receive hisher normal basic pay for that day.

13.2.3

Should an employee be required to work on a paid holiday which is also a scheduled day off, such employee shall receive 1 1/2 basic pay for that day worked in addition to the provisions of Article 13.2.1 above.

13.2.4

Subject to operational requirements, when scheduling lieu days as per Article 13.2.1, the Company will endeavour to meet employee requests.

13.3

Subject to 13.3.1 days of extra off can be accumulated and taken as whole days at any time provided that the Company is given three (3) weeks' notice, and provided that staff is available and provided that the accumulated extra off to be added to the vacation period does not exceed one (1) week. If because of unavailability of staff an employee is denied hisher request, he/she shall be so notified within one week of the request. An employee may request the Company to add accumulated extra off in excess of five (5) days to his/her vacation period, only if this request does not interfere with the vacation period choice of a less senior employee. If at any time the employee elects to take money in lieu of any or all of his/her extra off, he/she 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 his/her daily rate for such extra off days accumulated.

13.3.1

The Company may " buy back" accumulated extra offs if they are not taken within three (3) months of their being credited.

CEP LOCAL 918-M

13.4

If employees are required to work on either Christmas Day, Boxing Day or New Year's Day, they shall be scheduled off on either:

- (a) three continuous days including Christmas Eve and Christmas Day, or
- (b) three continuous days including New Years Eve and New Years Day;

it being recognized that in (a) the third day is in lieu of New Years Day and in (b) New Years Eve and the third day are in lieu of Christmas Day and Boxing Day. The Company will use its best efforts to schedule employees' days off in conjunction with these holidays.

13.5

Vacations and Annual Leave - According to his/her seniority on May first (1st) of any year, an employee is entitled to vacation with pay as outlined in the following table:

(a) less than 1 year of completed service:

one (1) day for each month of completed service to a maximum of ten (10) days paid at 4% of gross salary;

(b) one (1) year of completed service:

two (2) weeks paid at 4% of gross salary;

(c) two (2) years of completed service:

three (3) weeks paid at 6% of gross salary;

(d) more than nine (9) years of completed service:

four (4) weeks paid at 8% of gross salary;

13.5.1

If the application of the percentage of gross earnings results in less money than the regular weekly earnings, the regular weekly rate will be paid unless the shortfall is over one month's duration and is a result of a layoff or leave of absence without pay requested by the employee. An employee whose vacation pay is less than his vacation entitlement has the option of foregoing that portion of his vacation entitlement proportional to the vacation pay shortfall.

13.6

Once an individual employee's vacation has been scheduled, that schedule will not be changed by the employer or the employee within sixty (60) days of its commencement, unless mutually agreed by the Company and the employee.

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13.7

The Employer shall post a reminder calling for vacation scheduling requests by March first (1st) of each calendar year. Employees shall indicate to their department head, in writing, by April first (1st), in each calendar year, their preference for their vacation schedule. Taking into account such employee's preference and the operational needs of the Company, the Company will prepare and post a vacation schedule by May first (1st) of that same year. Where preferences within a functional group conflict, seniority shall govern.

13.7.1

The Company agrees, subject to operational needs that employees may take vacation anytime throughout the year except during the eight BBM Hot weeks, provided no one more senior in the department has requested and been scheduled for the same time.

13.7.2

Subject to operational constraints, it is agreed that where an employee does not make a request or none of the employees' requests are available because of seniority of other employees, the Company will assign vacations only in the period from June 1st to November 15th.

13.8

If operationally possible, an employee will be entitled to begin and end his/her vacation in conjunction with his/her days off.

13.9

The Company agrees that where an employee has requested leave without pay in conjunction with his/her annual vacation, the Company will not grant such leave at the time requested so as to displace vacation periods of other employees without their consent.

13.10

No employee shall be required to work during his/her vacation except in emergency situations.

13.11

Vacation Pay on Termination - Upon termination of employment, an employee (or his/her estate in the case of death) shall receive accrued Vacation Pay for each completed calendar month of employment in the current year, plus any pay for vacation previously earned but not taken.

ARTICLE 14 - GENERAL MATTERS

14.1

Outside Activities - Employees shall be free to engage in activities outside their hours of work provided that:

- (a) such activities are not in competition with the services of the Company;
- (b) no employee may exploit his/her connection with the Company in the course of activities without permission from the Company, which permission shall not be unreasonably withheld;
- (c) such activity does not affect his/her work or working efficiency of the Company;
- (d) such activity shall not adversely affect the public image of the employee or the Company.

14.2

Any employee may personally endorse a product or sponsor subject to prior Company approval. Although the Company must act as an agent in such matters, it shall not profit from the arrangement. All money or goods received from a sponsor for the personal endorsement of a product by an employee shall be the property of the employee. An employee shall have the right to refuse to personally endorse a product.

14.3

With respect to talent fees, the following arrangements will apply:

- (a) remote broadcasts will be paid at the rate of \$46 per hour (minimum 3 hours) plus an additional one hour credit of \$46 to compensate for travel time and associated meal expense.
- (b) night club bring-ons will be reimbursed at \$25.
- (c) when working a client-rented studio session, producers shall be paid at the rate of \$20 per hour and announcers/writers at the rate of \$30 per hour. This time shall not be considered part of the regular work day. Any extra hours worked as a result shall not be considered or treated as overtime.

14.4

All rates listed in this Article are minimum rates.

14.5

Employees with ten (10) or more years of service will be entitled upon request and at Company discretion and availability of temporary employees, to up to six (6) months leave of absence without pay.

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ARTICLE 15 - HOURS AND SCHEDULING OF WORK

15.1

The work week will commence as of 12:01 local time on Monday, and shall consist of the employee's regular hours of work divided into five (5) days of work, exclusive of first meal period, but inclusive of break periods, second meal periods and subsequent meal periods.

15.2

The work week for non-shifted employees will consist of thirty-five (35) hours divided into five (5) days of work at seven (7) hours per day, Monday through Friday, commencing on each day no earlier than 0800 hours (8:00 a.m.) and finishing no later than 1800 hours (6:00 p.m.) that same day. A sixty (60) minute meal period shall be assigned to these employees between 11:30 a.m. and 2:00 p.m. Non-shifted employees include functional groups A, B, C and D.

15.3

The work schedule for shifted employees will be 37 1/2 hours per week. Each employee shall be advised of a regular schedule outlining time allocations for preparation of material, on-air delivery, production duties and any other duties related to the position. It is recognized that such allocation will vary depending upon the position and the particular qualifications of the employee. On-air personalities may be required, a maximum of fifteen (15) times per year, to make personal promotional appearances on behalf of the station. Hours spent on promotional appearances shall be included when defining weekly work schedules.

It is agreed that schedules for on-air employees shall include one hour for preparation time/production and that functional groups E to L inclusive will not be scheduled to exceed 5 hours on-air except when scheduling around statutory holidays, vacations, or as per Article 15.4.3.

15.4

The work schedule for "shifted employees" which term includes all employees not identified as non-shifted employees shall be communicated to the particular employee by his/her department head, in writing. Any change in that established work schedule shall also be communicated in writing to the employees affected.

15.4.1

All employees shall receive two (2) consecutive days off (i.e. sixty consecutive hours) in each work week. For Swing Announcers and Engineering Department employees, the two consecutive days off shall be represented by a minimum fifty (50) consecutive hours. The five (5) work days in any work week need not necessarily be consecutive; they may be separated by two (2) consecutive days off. Hours worked which encroach on the required consecutive hours off shall be paid as overtime.

15.4.2

The Company will use its best efforts to ensure that any change in a "shifted" employee's assigned work schedule shall be communicated to the employee no later than 1200 hours on the Tuesday of the work week immediately preceding the week in which the change occurs.

Should a change be made less than 12 hours before the scheduled start of a shift, the Company will pay overtime rates for those new hours outside of the previously scheduled hours on that day. This provision does not apply to first day rescheduling when caused by circumstances beyond the control of the Company (i.e. sickness replacement, bereavement leave replacement, and emergencies).

15.5

By the Tuesday immediately preceding an employee going on annual leave of five (5) days or more, he/she shall be given a prearranged time to report back to work.

15.6

When an employee is required to work hours in excess of his/her weekly hours or his/her regular daily hours, he/she will be compensated for that work in one of the following two ways:

- (1) Overtime hours exceeding thirty-seven and one-half (37 1/2) hours per week shall be paid at one and one-half (1 1/2) the employee's basic rate.
- (2) The employee may, at his option, have time off with pay in lieu of being paid for overtime. The amount of time off will be calculated in the same fashion as overtime pay and shall be scheduled the same as extra days off.

There shall be no pyramiding of overtime and therefore overtime shall not be paid under more than one sub-article of this Agreement.

15.7

The Company shall attempt to apportion overtime equitably among employees within a job function.

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15.8

No claim for compensation for excess hours worked will be honoured unless the excess hours of work have been expressly authorized or requested in advance by the appropriate department head.

15.9

An extra off shall be defined as twelve (12) hours plus a turnaround period and should be scheduled at a mutually agreeable time.

15.10

A tour of duty shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter (1/4) hour in which work was performed, provided that if it extends beyond 12:00 midnight, it shall be considered as falling wholly within the calendar day in which it starts.

15.11

With the exception of Engineering employees, all employees who are recalled to work outside of their regularly scheduled hours shall receive a minimum of two hours call time.

ARTICLE 16 - EXCESSIVE HOURS AND SAFETY

16.1

The Company will endeavor to carry out its operation in a manner that will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employee injury in its operation. It shall be the duty of an employee to take all reasonable and necessary precautions to ensure hisher **own** safety and the safety of his/her fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Company but it is recognized and agreed that the employees will cooperate in keeping such facilities clean and sanitary.

16.2

The Company shall not assign excessive hours of work to employees. Excessive hours are defined as more than fourteen (**14**) hours in a day or forty-eight (**48**) hours in a week.

16.3

The Company agrees that employees have the right to refuse dangerous work without risking discipline, remuneration or in any way prejudice to future job status. An employee must have reasonable cause to believe that their use or operation of equipment or a condition in the workplace will result in a danger to themselves or other employees.

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16.3.1

Employees exercising the right to refuse dangerous work must report the refusal immediately to their supervisor and to a member of the Health and Safety Committee.

16.4

The Company agrees to supply protective clothing and/or safety devices for employees on assignment where conditions require their use and maintain appropriate transportation and safety standards.

16.5

At the sole discretion of the Company, it may replace or repair an employee's clothing if it is determined that it was accidentally damaged as a result of an assignment.

16.6

The Company shall provide and maintain adequate First Aid Kits as defined by Labour Canada.

16.7

Employees will not be required to climb transmitting towers.

ARTICLE 17 - MEAL AND BREAK PERIODS

17.1

Employees are entitled to and shall receive break periods as follows:

- (a) two (2) fifteen (15) minute break periods during their regular work day. Break periods shall not form part of meal periods and shall be arranged so as not to interfere with the operations of the Company.
- (b) employees shall not be required to go more than three overtime hours without a break period being given.
- (c) when an employee is specifically requested to work through a break period, fifteen (15) minutes for each such break period shall be added to the end of his/her shift as time worked.
- (d) it is agreed that Announcers may not be able to take breaks in two (2) fifteen (15) minute periods and that the breaks shall be taken at a time convenient to both the Announcer and the Company.

17.2

There shall be no first (1st) meal period for shifted employees.

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17.3

When a shifted employee is required to work overtime continuous to the original tour of duty, a thirty (30) minute meal period shall be assigned after the completion of the original tour of duty. When a non-shifted employee is required to work in excess of two hours of overtime subsequent to their regular tour of duty, he/she shall be assigned a meal period of not less than thirty (30) minutes duration.

17.3.1

Should the Company fail to provide a reasonable meal, it is agreed that any reasonable meal purchased for the overtime period described in Article 17.3 shall be a reimbursable expense as per Article 12.1.

17.3.2

If an employee works for more than four (4) hours beyond a subsequent meal period, he/she shall be assigned a subsequent meal period of not less than thirty (30) minutes duration.

17.4

While it is recognized that the intent is to provide a meal period, when an employee is required to work through an overtime meal period because its assignment is not possible, such missed meal period shall be added to the end of his shift as time worked.

17.5

Employees shall not be required to travel from their normal place of employment to other studios or remote locations during their meal period or any part thereof.

ARTICLE 18 - GENERAL WAGE PROVISIONS

18.1

Employees shall be paid at the minimum wage rate for the classification to which they were hired except probationary employees may be paid at 95% of the rate for the probationary period.

18.2

Progression from the probationary rate to the full rate shall occur on the pay period immediately following confirmation of completion of probation.

18.3

The Company shall pay one twenty-fourth (1/24th) of the net yearly salary, not later than the fifteenth (15th) day and the end of each month.

18.4

Payment for overtime worked will be paid not later than the fifteenth or last day of the month providing the employee has submitted an overtime claim to his/her supervisor in the previous pay period and received approval for the overtime.

CEP LOCAL 918-M

18.5

The following minimum weekly wage rates shall apply:

18.6 WAGE SCALE

	<u>01/03/96</u>
Group A - Switchboard/Reception	405.00
Group B - Traffic Clerk	405.00
Group C - Secretary	415.00
Group D - Traffic Supervisor	455.00
Group E1 - Drive Announcer	605.00
Group F - Midday Announcer	585.00
Group G - Morning Announcer	740.00
Group H - General Announcer	445.00
Group I - Morning News Person	595.00
Group J - News Person	505.00
Group K - Sports Announcer	505.00
Group L - Production Supervisor	550.00
Group M - Supervisor	550.00
Group O - Continuity Writer	405.00
Group P - Engineering Assistant	505.00*
Group Q - Promotions Coordinator	405.00
Group R - Part-time Announcer	10.24 per hr.
Group S - Part-time Producer	10.24 per hr.
Group T - Part-time Operator	9.19 per hr.

* Plus Travel

New employees may be added at 95% of scale for probationary period.

18.7

The wage amounts shown in Article 18.6 shall be adjusted annually as of March 1st commencing March 1, 1996 to reflect the change in the Statistics Canada published Consumer Price Index for Metropolitan Halifax. It is agreed that employees who are paid above the rates in Article 18.6 will receive a wage adjustment equal to the change in the CPI on their actual salary.

For the purpose of this agreement Consumer Price Index (CPI) refers to the Consumer Price Index, Metropolitan Halifax, all items.

The base 1986 = 100 as published by Statistics Canada.

Adjustments shall be made annually retroactive to March 1st of each year. The amount of the adjustment will be determined by subtracting the previous February's CPI from the most recent February's CPI and dividing that amount by the previous February's CPI and applying that percentage, rounded to the nearest tenth of a percent, as a general increase to the scales and salaries of the employees.

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For example: CPI December 1995 129.6
 CPI December 1996 130.5
the difference of 0.9 divided by 129.6 = .7% increase

In no event will a decline in the CPI provide a reduction in scales or salaries. However, any declines will be taken into account when computing future increases, i.e. double payments will not be made for an increase after a decrease that has already been paid.

For example: 1992 - 122.5
 1993 - 120.2
 1994 - 124.4
Dec. 31, 1993 - no change
Dec. 31, 1994 - 1.6% increase

This article is not in effect if either party indicates under Article 19.1 that they wish to renegotiate the agreement.

X

ARTICLE 19 - DURATION OF THE AGREEMENT

19.1

This Agreement shall commence on March 1st, 1996 and remain in force until February 28th, 1998 and from year to year thereafter unless either party notifies the other by Registered Mail, not more than ninety (90) days prior to the date of expiry, of its intention to commence negotiations to modify this Agreement. A meeting shall be held within 20 days of receipt of such notice by the other party for the purpose of negotiations and further meetings shall be held on a timely basis until settlement is reached or either party makes application for conciliation.

19.2

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

IN WITNESS WHEREOF the Parties hereto have hereby affixed their signatures by their duly authorized representatives this _____ day of _____ 1997.

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GROUP

COMMUNICATIONS
ENERGY &
PAPERWORKERS (CEP)

D. Murray

B. Dobbin

J. Huskins

T. Wallworth

METRO RADIO GROUP

APPENDIX A - Expedited Mediation/Arbitration Procedure

The parties hereby agree that with the agreement of both parties the following Expedited Mediation/Arbitration Procedure may be used to arbitrate any particular grievance rather than the formal procedure of Article 7.3:

1. During the term of the Collective Agreement the parties will undertake, on a trial basis, to refer all grievances which are still outstanding subsequent to STEP 3 of the Grievance Procedure to this Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless of this Letter of Agreement; however, the parties anticipate that this would normally apply only to dismissal or Policy grievances.
2. The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as "the Chair".
3. The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties within the time limits of the Collective Agreement, the parties shall request another arbitrator, selected in accordance with Article 7.3, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
4. The grievance shall be presented at hearings held under this procedure by representative(s) of the Company and the Union and neither party will designate a representative who is a dues paying member of any Law Society.
5. The parties shall meet at least one week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavouring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after this meeting, then the other party shall be advised of that information immediately.
6. The parties shall endeavour to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
7. The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Letter of Agreement.
8. The hearing shall be governed by the following parameters:
 - a) Pursuant to Item 4 above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair at least a day prior to the scheduled hearing.
 - b) All presentations are to be short and concise with:
 - i) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.

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- ii) The Response to the Opening Statement will cover any facts which are in dispute and any additional facts.
 - iii) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
 - iv) Arguments will be presented only to points in issue and should not exceed one hour in duration or five typed pages of single spacing.
 - v) Unless both parties agree, written submissions, precedents or authorities shall not be delivered to the Chair after the hearing.
 - vi) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
 - vii) The hearing will be conducted in an informal manner.
 - viii) The parties will endeavour to ensure that the hearing does not exceed eight hours.
- c) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.
9. At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
- a) Rendered verbally either immediately or, at the latest, within three days of the hearing.
 - b) Confirmed in writing within three calendar weeks of the hearing.
 - c) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.
 - d) Without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties.
 - e) Binding on both parties.
 - f) Consistent with the terms of the Collective Agreement.

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APPENDIX B - Job Specifications

The Company together with the employees and the Union will develop current job specifications within a reasonable period of time in 1997. Such descriptions will accurately describe the jobs as they are performed on March 1st, 1997. Any differences that cannot be resolved through discussion may be forwarded by either party to arbitration as provided in Article Seven. It is agreed that the arbitrator cannot alter the wage of any job just content. Notwithstanding Article 10.4.2, any changes to content after December 1st, 1996 are subject to Article 10.4 and its sub articles.

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APPENDIX C - SUB Plan

NEWCAP BROADCASTING LIMITED SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

Purpose of this SUB Plan

This SUB plan (the plan) provides a "top up" to 85% of normal earnings for employees who are receiving Unemployment Insurance Benefits under certain conditions specified in the Plan.

1. Who is covered?

All full time permanent 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.

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

- 27 members of Local 918, CEP
- 25 members of Local 917, CEP
- 99 nonunion 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 Local 917, CEP.

Certain non-management employees in Bedford, Nova Scotia are members of Local 918, CEP.

All other employees are nonunion.

Employees of Local 917 and 918 shall be included in the Plan only after amendment of the Collective Agreement to include this Plan.

2. Qualifications for SUB Plan Payment:

2.1 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 for and in receipt of Unemployment Insurance Benefits prior to receiving payments under this Plan, unless he/she is serving the Unemployment Insurance (U.I.) 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 of UI benefits. Benefits under this Plan for employees on temporary layoff will be payable from the first date of eligibility for UI and are payable until UI eligibility ends or until the time limits in 2.4 below are reached, whichever occurs first. Benefits shall be paid to employees on pregnancy leave who serve an U.I. waiting period.

2.4 Employees on maternity leave will receive a maximum of two (2) weeks of benefits.

3. Amount of Benefit:

METRO RADIO GROUP

3.1 Employees off work on pregnancy leave will receive a payment equal to 85% of two weeks normal salary excluding bonus, overtime, holiday and similar amounts. In no case may the total benefit payable exceed the lesser of 85% of two weeks normal weekly wages or \$1,660.00.

4. Procedures to Claim Under This 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, if 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 22, Comments.

4.4 The employee, on his/her application for UI Benefits, will indicate that a SUB plan is in effect.

4.5 Employees weekly benefits will 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 a period of unemployment as specified in this Plan.

6. Payment for Plan:

This Plan is financed by Newcap Inc., general revenues. A separate accounting will be kept on these payments.

7. No Reductions:

Payments in 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 1st, 1996 to February 28th, 1998. Employees covered by Collective Agreements in Local 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 the change.

9. Revenue Canada Taxation Number:

Newcap Revenue Canada Taxation Number: 136869815 RP0028

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APPENDIX D - Letter to Arbitrator

Dear Sir/Madam:

As per Article 7.3 of the current Collective Agreement (enclosed), we the Communications, Energy & Paperworkers Union (CEP) and **2406340** Nova Scotia Limited, carrying on business as Metro Radio Group, have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 918-xx-xx.

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

Article 7.4.1 of the Agreement provides that the hearing must commence within six (6) weeks of the acceptance by the arbitrator to the hearing of the grievance and further, it has been agreed that the arbitrator shall be required to submit a written report of his/her decision to both parties within sixty (60) days from the last day of the hearing. Failure to meet this requirement results in the arbitrator losing his/her 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:

Bob Templeton	Barney Dobbin
President	National Representative
NEWCAP	CEP
Broadcasting	6080 Young Street
Suite 800	Suite 313
1550 Bedford Highway	Halifax, Nova Scotia
Bedford, Nova Scotia	B3K 5L2
B4A 1E6	

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