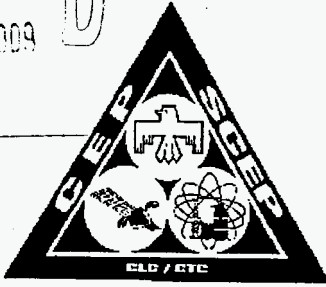


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# COLLECTIVE AGREEMENT

between

**Metro Radio Group**

and

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

Effective from

1 April 2007

to

31 March 2008  
(Extended to 31 March 2009)

10856(06)

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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 covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

### 1.2

It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes 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. To this end the Company assumes the responsibility that all of its supervisory and management staff, in a consistent manner, will adhere to and enforce this agreement.

#### 1.3.1

The Union agrees to instruct its officers, stewards, and members to cooperate with the Company in carrying out the terms and requirements of the Agreement and to fulfill their responsibilities as employees of the Company.

### 1.4

In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, there shall be a Labour/Management Committee established. The Committee shall meet on a quarterly basis (or as otherwise agreed by the parties) coincident with the signing of the Collective Agreement. The members of the Committee shall consist of full-time employees as follows:

- a) up to three (3) bargaining unit employees from different functional groups;
- b) up to three (3) management representatives;
- c) A National Representative of the Union may also attend.

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The Committee shall meet on an informal basis at a time convenient to the parties. The Bargaining Unit members shall be released without loss of pay or other benefits for the duration of the meeting if the Committee meets during a member's scheduled tour of duty.

Minutes of these meetings shall be kept and signed by both parties.

The Committee can discuss and/or agree on any matters that the parties mutually agree upon. If such agreements require the waiver or amendment of the Collective Agreement then the appropriate documentation will be prepared, ratified and signed by the Union and the Company.

## **ARTICLE 2 - DEFINITIONS & EMPLOYEE CATEGORIES**

### **2.1 Employee**

The term employee as used in this Agreement shall mean any person employed in the classification referred to in Article 2.2

#### **2.1.1**

The terms Employer and/or Company as used in this Agreement shall mean Newcap Inc, CHUM Ltd, and Metro Radio Group Inc.

### **2.2 Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent for all persons defined by the Canada Labour Relations Board in its decisions, as modified by the parties as set forth herein.

### **2.3**

All employees covered by this Agreement shall be considered full-time permanent employees except as otherwise defined.

#### **2.3.1 Probationary Employees**

A probationary employee is an employee hired for a regular full-time job but who has not yet completed three (3) months of continuous and uninterrupted employment with the Company. Time lost by probationary employees for personal or health reasons shall not be counted toward the completion of this three (3) month period.

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

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## 2.3.1.1

Employees on probation shall have their work performance reviewed in writing by the Company midway through and before the completion of their probationary period. The Company may then elect to grant the employee status of Regular Employee, or may extend the probationary period for a time not to exceed a further three (3) months (sixty (60) days worked, or one (1) year, whichever comes first for part-time), when a final decision must be reached. The work performance review is not subject to the Grievance Procedure as per Article 7. The Company may release the probationary employee at any time.

If the Company fails to notify employees prior to the expiration of this three (3) months (60 days work or 1 year whichever comes first for part-time) probationary period that they have been confirmed, or that it wishes to extend the probationary period, the employee shall be deemed to be confirmed as a regular full-time employee, or regular part-time employee, as the case may be.

## 2.3.2 Part-time employees

A part-time employee is one who is hired to work on a continuing basis for a specific purpose and for no more than twenty-one (21) hours per week.

### 2.3.2.1

The Company will not use more than one part-time employee if the effect of employing those part-time employees enables the Company to avoid the necessity of hiring a full-time employee.

### 2.3.2.2

A part-time employee is subject to the provisions of the collective agreement as would be a full-time employee except for the following Articles which are not applicable: 9, 11 (Part-time employees who regularly work 20 hours or more per week are covered by article 11), 13, and 15. It is understood that the provisions of the Canada Labour Code apply instead.

## 2.3.3 Temporary Employee

A temporary employee is a person who is hired to replace a fulltime bargaining unit employee absent on vacation, leave or prolonged sickness, or to meet an extra workload. That employee is subject to the provisions of the Collective Agreement as would be a full-time employee, except for the following Articles which are not applicable: 9, 11 and 13.

### 2.3.3.1

A temporary employee with more than twelve (12) months total service in any eighteen (18) month period will be considered a full-time employee.

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### 2.4

The Company will not use a part-time or temporary or casual employee if it results in the layoff of a full-time employee or if there is a full-time employee on layoff in that classification, or if it would prevent the hiring of a full-time person to that classification.

### 2.5

The wages paid to Temporary and Part-time Employees shall be based on time actually worked. The hourly rate is set forth in Article 18.5.

### 2.6 Functional Group

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

A	Production Assistant/Operator
B	Receptionist
C	Traffic Clerk
D	Creative Writer
E	Promotions Coordinator
F	Sales Assistant
G	Accounting Clerk
H	Broadcast Engineer
I	Producer
J	Newsperson
K	Morning Newsperson
L	Creative Director
M	FM Morning Announcer
N	FM Midday Announcer
O	FM Drive Announcer
P	FM Swing Announcer
Q	FM Morning CO-Host
R	AM Morning Announcer
S	AM Morning CO-Host
T	Production Supervisor
U	Interactive Coordinator
V	Talk Show Producer
W	News Supervisor

### 2.7

With reference to procedures outlined in this Agreement, specifically Grievance Procedures or any other procedures which requires a specific number of days for a response, a "working day" or "working days" shall exclude Saturdays, Sundays and Statutory Holidays

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## 2.8

In the case of discrepant intents between “RECAPS” and article language, the latter shall prevail.

## 2.9

Regular weekly salary shall mean the remuneration employees receive for a week’s work, excluding talent fees, overtime, and any other premiums or penalties.

## 2.10

Basic rate shall equal the regular weekly salary of an employee divided by the regular weekly hours of work for that employee’s job classification.

## 2.11 Automation or technological change means:

- (a) the introduction by the employer into the work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized 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.

## 2.12 Tour of Duty

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

# ARTICLE 3 - MANAGEMENT’S RIGHTS

## 3.1

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

Without limiting the generality of the preceding paragraph, 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;

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- (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 employees, 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 procedures for employees to include but not limited to the NCC (Newcap), CHUM and Metro Radio Group Code of Ethics; and to enforce same. It is to be understood that employees will be required to sign annually such Code of Ethics referred to if requested.

All this subject to the limitations of this Agreement.

### **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 they will perform. Further, the Company will inform the Union in writing upon hiring a new Bargaining Unit Employee, of the name, wage rate, and address of the new employee.

#### **4.2**

The Company shall, as a condition of employment, deduct from each Bargaining Unit Member's salary, 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 T4 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.



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## 4.5

The Company shall notify the acting Senior Executive of the Local Union, or designee, of the following information, with a copy to the Regional Office of the Union:

- (a) a list of employees showing their names, addresses and classifications ranked according to seniority;
  - (b) job postings and salaries of new hires and notification of intent to leave a position vacant;
  - (c) promotions, demotions and transfers;
  - (d) merit increases;
  - (e) hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
  - (f) job classifications and job definitions;
  - (g) information relating to salaries and fringe benefits, including pension and medical plans;
  - (h) the details of any arrangements made with employees beyond the terms of this Agreement (e.g. cars, taxi allowances, extra vacation);
  - (i) confirmations or extensions of probationary periods;
- for all employees within the Bargaining Unit on a current basis.

### 4.5.1

Student apprentices who are not bargaining unit employees covered by this Collective Agreement shall nevertheless be advised in writing as to their terms of service as student apprentices and a copy of such advisory shall be delivered to the Union in accordance with the opening paragraph of Article 4.5.

## 4.6

The Union may post on the bulletin board supplied by the Company and/or advise bargaining unit employees via the company's voicemail of notice of union meetings, social affairs or any business matters of the Union provided that such postings and/or voicemails are not offensive or derogatory. Copies of all postings and voicemails will be provided to the Company at the time of posting or inclusion in the voicemail system.

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### 4.7

Upon request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees for negotiations meetings. It is understood that not more than one (1) employee from each functional group shall be so released at any one time. They will not be required to perform any job function and will be required to refrain from attending at the work place, on the days they are released for negotiations until after normal business hours. This obligation on the company to pay employees for participation in negotiations shall cease upon the appointment of a conciliation officer.

#### 4.7.1

A leave of absence without pay shall be granted, if on-air operationally possible, to two employees at a time and up to a **maximum** of ten (10) working days per year per employee to conduct Union business. If operationally possible, the Company will allow an employee to exceed the ten (10) day maximum if the employee is elected to the Executive Board of the Union. All requests for such leave shall be submitted at least fifteen (15) working days in advance.

#### 4.7.2

Leave provided for in Articles 4.7 and 4.7.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for, as outlined in 4.7 and 4.7.1, shall continue to receive all the appropriate benefits contained in this Agreement.

#### 4.7.3 Access to Premises

Upon reasonable notification, the Company will permit access to its premises by an accredited Union official to observe whether the provisions of this Agreement are being complied with. Such visits shall be at reasonable hours and so as not to interfere with the normal operations of the Company and the Union official shall be accompanied by a representative of Management.

## 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 for reasons of race, national or ethnic origin, colour, religion, sexual orientation, marital or parental status, conviction for which a pardon has been granted or for which a full sentence has been served, physical handicap, membership in a trade union, political affiliation or activities, or age, unless such discrimination is based upon a bona fide job requirement.

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## 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 an employee's membership or non-membership in the Union, or because of activity or lack of activity in the Union.

## ARTICLE 6 - STRIKES, LOCKOUTS & 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 recognizes the employee's right to refuse to work at any Radio or TV station, transmitter, studio, or property where a legal strike is in progress. Further, the Company also recognizes the employees' right to refuse to supply programming solely for a company that is on strike or is locked out.

### 6.3

No employee shall be penalized in any manner for crossing or refusing to cross a legally constituted picket line.

#### 6.3.1

**An** employee has the right to refuse to cross a legally constituted picket line around Company premises, however, the employee shall not be paid for any time not worked.

### 6.4

Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as Step 2 of the Grievance Procedure.

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### **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 shall be the procedure for the adjustment and settlement thereof.

#### **STEP ONE**

Within ten (10) working days following the event of knowledge by the employee of events upon which the Grievance is founded or which gave rise to the Grievance, the employee make take the matter up with their Department Head or 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 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 TWO**

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 representative of the Regional Office of the Union, if so desired, may take the matter up with the General Manager or designee. The written grievance and reply, if any, completed in Step 1 must be presented. The General Manager or designee shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2.

#### **STEP THREE**

Unresolved Grievances shall then be referred to the General Manager or designee, and the Union Regional Office Representative and Local President for further discussion and consideration. Should the grievance remain unresolved, the dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration.

#### **7.1.1**

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

# Metro Radio

## 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 here of, 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:

Innis Christie  
Susan Ashley  
Bruce Outhouse  
Judge J.A. MacLellan  
Peter Darby

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 that person shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and shall be notified forthwith as provided for in the letter in Appendix "A" 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 (or as mutually agreed by both parties) from the date of acceptance by the arbitrator to the hearing of the grievance.

### 7.3.2

Should no arbitrator from the panel be available, and failing agreement in selecting an alternate arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

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### **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 expenses of an arbitrator in equal portions.

### **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 been suspended or discharged, or otherwise disciplined for proper cause, the board may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

### **7.6**

If it is determined by the arbitrator that any employee has been suspended, discharged, or disciplined without proper cause, the board may make any decision which is just and equitable and 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 to subtract from or modify any of the terms of this Agreement.

### **7.7**

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

### **7.8**

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

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## ARTICLE 8 - REPORTS ON PERFORMANCE

### 8.1

Any formal disciplinary measure taken against employees shall be communicated to those employees in writing with a copy to the Union within ten (10) working days of the Employer having knowledge of the events giving rise to the necessity for discipline and that disciplinary measure shall form part of the employees' personal personnel record for a period of two (2) years. If this procedure is not followed, neither the notice nor the events which gave rise to the notice shall form part of the employees' record or affect their job status or be used against them in any way. Any written response received from the employees within ten (10) working days shall also be placed on their file. Employees, upon reasonable request, shall be permitted to review their file in the presence of their department head.

### 8.2

Employees have the right if they so choose to take an available Union Officer to any disciplinary meeting involving their supervisor or management personnel.

### 8.3

Dismissal, discipline, or letter of reprimand of an Employee shall be only for just and sufficient cause. It is agreed that dismissal, discipline, and letters of reprimand may be subject to Grievance Procedure. An Employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.

### 8.4

Employees may be demoted only at their own request with the consent of the Company, or as a result of a layoff as described later in this Agreement.

### 8.5

Voicemail cannot be used as part of the disciplinary process contemplated in Article 8.1.

#### 8.5.1

Employees can obtain a written copy of a voicemail regarding their performance by forwarding the voicemail back to the original sender with a request that a written copy be provided.

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## ARTICLE 9 - SENIORITY RIGHTS

### 9.1

Company seniority shall be deemed to have commenced from the date of hiring into the Bargaining Unit, 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 hiring.

### 9.2

Functional Group Seniority shall be measured by the length of Company seniority within the functional group as defined in Article 2.6.

### 9.3

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

- a) Employees with seniority of one (1) year or more who resigns may take their accumulated seniority up to the time of resignation, if they are re-hired as an employee of the Company within twelve (12) months after their resignation.
- b) Employees who are laid off retain seniority for six (6) months if at the time of lay-off they have less than two (2) years of service; for twelve (12) months if at the time of lay-off they have between two (2) and five (5) years of service; and for twenty-four (**24**) months if at the time of lay-off they have in excess of five (5) years service; upon the expiration of an employee's seniority rights in accordance with the terms of this table, the employee shall be considered as "discharged".
- c) On a leave of absence without pay, the seniority of employees shall cease to accumulate except for employees with three (3) years or more of service, who shall see their seniority accumulate for one (1) month for each year of past service to a maximum of twelve (12) months.
- d) on a leave of absence without pay of less than one (1) month, the seniority of an employee shall not be affected.



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### 9.4

Both the Union and the Company agree that when the Company determines that a vacancy exists in the classifications within the Bargaining Unit, or the Company is in need of additions to the Management Group, the Employees of the Company shall be given an opportunity to apply for the job. The Company will post for at least five (5) days -- one hundred and twenty (120) hours -- the Bargaining Unit or Management Positions open and Employees may file applications for the positions.

Qualifications for a given position which can be identified and objectively articulated shall be included in the notice posted.

Positions in the Bargaining Unit in Functional Groups B, C, F, G, S, and T shall be awarded by Company seniority provided the Employee meets the qualifications as posted for the position.

For the remaining job classifications, it shall be the exclusive function of the Company to assess the qualifications, training, experience, talent, and abilities of all applicants for any given job opening and to award the position to the applicant who, in the Company's opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary, and non-discriminatory manner.

Notwithstanding Articles 2.3.2.2 and 2.3.3, part time and temporary Employees may file applications and be considered pursuant to this Article for posted Positions.

#### 9.4.1

Employees who have completed their probationary period as provided for in Article 2.3.1 will not be required to complete an additional probationary period. However, employee promoted or transferred to another classification or another job function requiring a different skill will perform a six (6) month trial basis for on-air positions and a three (3) month trial basis for non on-air positions. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that the candidate is unsuitable for the new position, the Company may remove the candidate from that position. The employee's previous position, seniority, and salary will be made available to the employee. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent, and the employee will be advised in writing. In all cases of trial, promotion, and/or transfer, the higher classification will be paid. Employees on a trial basis shall receive a written evaluation during the second month of their trial period. On-air positions will receive an additional evaluation during the fourth month of their trial period.

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### 9.4.2

Should an applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with the employee, if so requested, why the promotion or transfer was denied, and will bring to the employee's attention any shortcomings which may affect the employee's opportunities for advancement.

### 9.4.3

The Company shall endeavour to post any notice of vacancy received from other Company Divisions. This posting is for information purposes only and the provisions of the Collective Agreement do not apply.

### 9.5

Without their consent, employees shall not be transferred outside the Bargaining Unit and they will not be penalized for refusal of such a transfer.

### 9.5.1

Employee having attained one (1) or more year(s) of service may refuse a transfer to another location without prejudice to their actual employment.

### 9.6

When the Company determines that a reduction in the workforce is required, the Union will be informed of the proposed number of employees to be laid off and the effective date of the layoffs.

### 9.6.1

Except in the event of circumstances beyond the control of the Company, the Union will be provided with the information in Article 9.6 prior to the effective dates of the proposed layoffs as follows:

- a) at least two (2) months in advance; or,
- b) at least three (3) months in advance if the proposed layoffs involve five (5) or more employees; or,
- c) at least three (3) months in advance if the proposed layoffs are the result of automation.

### 9.6.2

Within two (2) days after the information is provided to the Union in accordance with Article 9.6.1, the Company will advise all employees of the same information, in writing, as well as by voicemail, or at a meeting scheduled by the Company.

At that time, the employees will also be advised of the following:

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- a) the date of a meeting between the Company and the Union which will be scheduled within seven (7) days of the date on which the Employees receive the information of the proposed layoffs; and
- b) the Employees will be advised to inform their Department Head or the Union of any ideas regarding the proposed layoffs with respect to: early retirement, voluntary termination with severance package, work sharing, leaves of absence, etc, and which jobs they believe they can perform in other Functional Groups pursuant to the criteria in Article 9.6.4.

For the purposes of this Article the letter in Appendix B shall be used.

### 9.6.2.1

At the meeting pursuant to Article 9.6.2 (a), the Company and the Union will review:

- any ideas provided by Employees as contemplated by Article 9.6.2 (b),
- the positions which might be eliminated,
- which Employees will be laid off as per Article 9.6.3,
- the exercise of displacement rights as per Article 9.6.4,
- the amount of severance

plus any other matters which are as a result of the proposed layoffs.

### 9.6.2.2

Within five (5) days after the meeting pursuant to Article 9.6.2 a), the Company will advise the Union of its decision regarding the layoffs and handling thereof.

### 9.6.2.3

Within three (3) days of the Company advising the Union pursuant to Article 9.6.2.2, the affected employees shall be provided with written notice which will include any options which the Company may have decided to implement (e.g. early retirement, voluntary termination with severance, displacement rights, etc.) as well as the effective date of layoff as initially provided to the Union in Article 9.6 or such other later date as the Company requires for operational purposes.

### 9.6.2.4

The affected employees have seven (7) working days from the date of the notice provided pursuant to Article 9.6.2.3 to respond to the Company, in writing, regarding acceptance of any option(s) which may have been provided in the notice. Failing receipt of a written response from the employee:

- a) the Company will advise the employee whether it will implement any option(s) provided in the notice or whether the employee will be laid off on the date set forth in the notice; or,

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- b) if no options were presented, the Company will confirm that the employee will be laid off on the date set forth in the notice.

In all cases the minimum notice of layoff shall be two (2) weeks or two (2) weeks pay in lieu thereof.

The Union shall be copied on all correspondence between the employee or the Company.

### **9.6.3**

When employees are to be laid off, such lay offs shall proceed in an inverse order of functional group seniority with all part-time employees in the functional group being laid off before full-time employees within the groups defined in Article 2.6.

### **9.6.4**

In the event of a layoff, an employee who, in the opinion of the Company, has the qualifications, training, experience, talent and ability to satisfactorily perform the requirements of a job in another functional group where there is an employee with less Company seniority, may displace that employee. This discretion must be exercised by the Company in a bona fide, non-arbitrary and non-discriminatory manner.

### **9.6.5**

The Company will provide employees facing layoff with reasonable time off during their normal work week without loss in salary to be interviewed for positions outside the Company, up to a maximum of three (3) two (2) hour interviews per week.

If requested and subject to operational requirements, the Company will also attempt to give employees facing layoff an opportunity to upgrade their skills prior to the date of layoff; however, the Company is under no obligation to provide any training or to pay any costs associated with the employees' skills upgrading.

### **9.7**

The parties agree that in the case of the layoff of twenty percent (20%) or less of the bargaining unit due to technological change, the Canada Labour Code, Part 1, Sections 52, 54 and 55 will not apply.

### **9.8**

A laid off employee who retains recall rights as contemplated in Article 9.3(b) shall be notified in writing, and offered the position, in the event that the Company determines that there is a vacancy in a position for which the laid off employee has, in the opinion of the Company, the necessary qualifications, training, experience, talent and ability; such a determination must be made by the Company in a bona fide, non-arbitrary and non-discriminatory manner.

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

- a) Employees may refuse to accept a recall to a job at a different category without forfeiting their right of recall to their original job.
- b) Employee may refuse to accept a recall to a job at a salary less than their actual salary without forfeiting their right to recall.

Employees may accept, on a temporary basis, options (a) or (b) without losing their right to recall to their original job, or a job of the same salary.

Employees recalled after layoff will return to the position on the wage scale that they occupied upon layoff.

### **9.8.1**

Laid-off employees who retain recall rights as contemplated in Article 9.3 b) shall, until the expiry of their recall rights, be provided access to Company facilities for the preparation of résumés and/or to produce demo tapes which may be required to assist the employees in securing new employment. The employees shall be responsible for any costs associated with the exercise of this privilege and access shall be provided only when it does not interfere with or disrupt the Company's operational requirements.

### **9.9**

Two (2) months after a layoff or the introduction of automation, a review of the impact on other employees' jobs may be initiated upon request by the Union. Upon receipt of the request, the Company and Union shall meet to discuss the parameters of the review.

### **9.10**

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.

### **9.11**

If an employee is no longer employed by the Company, then upon written request from the employer, the Company will be allowed to use that employee's voice on Company material for only ninety (90) days after receipt of the request. It is understood and agreed that this Article does not apply to commercials.

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### ARTICLE 10 - JURISDICTION & DUTIES, 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 Director of Programming and the Program Director may perform Bargaining Unit work only if it does not cause the layoff of or displace a Bargaining Unit employee.
- (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.

The performance of work by non-Bargaining Unit employees will not result in the layoff, prevent the recall from layoff, or displace a member of the Bargaining Unit and the application of paragraph (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 persons or to any other Company or its employees if the effect of such a transfer, assignment or subcontracting of work or duties would result in the layoff of a member of the bargaining unit or to prevent the recall from layoff of a member of the bargaining unit, or results in failing to fill a vacancy, or failing to hire a full time employee into the bargaining unit.

#### 10.3

Wages established for each job listed in the wage schedule are based on specific and finite duties, responsibilities and work conditions. Any comparison of duties, responsibilities and work conditions required by this Agreement (e.g. Article 10.3.2, 10.3.3 or 10.4) will be made to the job as it existed at the time of signing of the agreement.

#### 10.3.1

Employees required to perform a job function different from their regular job function, for which they have not received adequate training, shall not be penalized for errors committed during such performance.

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## 10.3.2 Temporary Upgradings

In the event that employees are temporarily assigned to perform work at a higher rated classification than that to which they are regularly assigned, within or outside the Bargaining Unit, they shall be paid twenty dollars (\$20) per tour of duty. It is agreed that this temporary upgrading will not be used to circumvent this Agreement.

If the supervisor of the traffic/accounting, production, creative or engineering departments is unexpectedly absent for more than one day a Bargaining Unit employee will be upgraded by the Company.

## 10.3.3

The Employer has the right to assign employees to perform work of an equal or lower classification, provided their 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 in advance and provide a job description for:

- (a) any significant change contemplated to the duties, tasks or responsibilities of 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 jobs whose duties, tasks or responsibilities have been changed after the signature on this Agreement.

## 10.5

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

## 10.6

Should the parties fail to agree on remuneration, either of them may take the dispute to arbitration in accordance with the Grievance Procedure.

## 10.6.1

The Arbitrator's award shall be effective from the date the employee fills a new or significantly changed job.

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### **10.7**

In the event that the Company introduces or permits to be used any process, work method, machinery or equipment which substitutes for, supplements, replaces or alters such processes, work methods, machinery or equipment, which were performed, operated or maintained by employees in the bargaining unit, such changed processes, work methods, machinery or equipment shall continue to be "duties" for the purpose of Article 10.1.

## **ARTICLE 11 - EMPLOYEE BENEFITS**

### **11.1**

The Union recognizes the non-contributory benefits contained in each respective Company's Employee Benefit Plan in respect to:

- life insurance
- disability income
- hospital expense benefit
- medical and dental care benefits
- accidental death and dismemberment insurance
- vision care
- maternity/adoption leave benefit

and the Company agrees not to reduce the benefits referred to above during the life of this Agreement.

A description of benefits is provided in the respective Employee Benefit Plan which is updated from time to time in accordance with the master policy between the Company and its insurance carrier.

#### **11.1.1**

The present Pension Plans will be continued throughout the term of this Agreement, and there will be no change which has the effect of detracting from the Plan or reducing the benefits payable pursuant thereto. Information concerning changes will be passed along to the Union promptly.

##### **11.1.1.1**

Each employee shall receive an annual statement detailing the Pension Plan benefits attributed to the employee.

### **11.2**

Employees absent by reason of illness shall inform the Company of the absence as soon as possible, and shall indicate the cause of the absence and if possible, the time they will report back to work.



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### 11.3 Illness & Disability

The following shall apply in regard to disability or illness:

- a) Employees absent due to illness or disability shall inform a designated management member of their absence as soon as possible and shall state the cause of their absence and the expected time they will report back to work.
- b) Employees shall provide a medical certificate of their illness or disability, if requested to do so by the Company.
- c) The Company may require employees to immediately undergo a medical examination by the employees' physician and to authorize that physician to discuss the employees' medical condition and test results with a physician selected by the Company. 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 Company's physician will respect the medical confidentiality of the employees and will simply state in the report to the Company whether the employee is well enough to return to work, and/or will not affect the health of others, or whether the excessive absenteeism has cause. Each time the Company requests a medical examination, it will advise its physician, in writing, of the above confidentiality restrictions. If this procedure is not followed, the employee cannot be disciplined. The report shall also provide a prognosis regarding the employee's condition. This Article does not supercede the requirements of the Company's insurance carrier.
- d) Disability Income obtained fraudulently shall be considered as sufficient grounds for discipline of an employee by the Employer. Excessive Disability Income obtained fraudulently shall be considered as sufficient grounds for dismissal of an employee by the Company.
- e) Employees in receipt of Disability Income may be required to return to work to perform their job duties subject to the Company providing their physician with a description of the duties to be performed and the physician's concurrence that the employee can perform the described duties.
- f) 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 disability income applies until the illness is physician verified as over; if the illness postdates the commencement of maternity leave, then no disability income will be paid until the maternity leave or child care leave applied for expires.

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- g) Should employees fall sick while on vacation with the result, as certified by a physician's written confirmation, that they are confined to a hospital bed or are bedridden at their place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employees.
- h) Absence of less than one (1) year because of illness or incapacity shall not interrupt the accumulation of employees' vacation credits in this agreement.

### 11.4

The Employer cannot terminate the employment of employees because of sickness or their inability to perform services caused by their disability. When employees claim that their absence from work is caused by their illness or disability, the onus of proving such an assertion so as to be entitled to the disability benefit provided by the Company and/or the insurers under the Benefit Plan shall be borne by the Employee.

### 11.5 Bereavement Leave

In the event of the death of a member of any employees' immediate family (i.e., spouse, parent, guardian, or child) bereavement leave on any of their normal working days that occur on the day of the death and during the five (5) days immediately following the death shall be granted with pay. In the event of the death of any employees' sister, brother, father-in-law, mother-in-law, or any relative currently living in that employee's household or with whom the employee resides, bereavement leave on any of their working days that occur on the day of the death and during the three (3) days immediately following the death shall be granted.

#### 11.5.1

In the event of the death of any employees' brother-in-law, sister-in-law, grandparent, or grandchild, 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.

#### 11.5.2

An employee can, upon notice to the Company, take extra offs or vacation accumulated under Article 13.8 for Bereavement Leave in situations not covered in Article 11.5.1 (e.g. death of a niece, nephew or close friend). The Company will not incur any penalty to other employees as a result of the operation of this Article.

#### 11.5.3

In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.

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## 11.5.4

Before bereavement leave is granted, the Company may require the employee to produce proof of the need for such leave.

## 11.6

The Company will grant leave with pay to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.

## 11.7

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding other than an arbitration hearing conducted pursuant to this collective agreement 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.

## 11.8 Maternity Leave

Every employee who has completed six (6) consecutive months of continuous employment by the Company shall be entitled to maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in the certificate (Article 11.8.2) or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the certificate. Maternity leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the certificate.

### 11.8.1

Employees who are natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a newborn or newly adopted child are entitled to leave without pay of up to twenty-four (24) weeks. Such child care leave may be in addition to maternity leave.

### 11.8.2

Application for such leave shall be made four (4) weeks in advance of the first (1st) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.

### 11.8.3

During maternity, child care leave and/or adoption leave, the benefits provided in Article 11.1 shall continue.

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### 11.8.4

During the child care leave provided for in Article 11.8.1 an employee entitled to such leave may request that the Company permit the employee to work part weeks for a pro-rated portion of their normal weekly salary and, subject to the following conditions being complied with, such arrangements will be made:

- a) the part week in question must consist of one (1) or more full work shifts;
- b) there must be available a temporary employee satisfactory to the Company and willing to work the balance of the work week;
- c) Article 2.4 does not apply to this arrangement.

### 11.8.5

The taking of Maternity Leave is not mandatory. The Company may not require pregnant employees to take leave unless the employees are unable to perform an essential function in their position and there are no appropriate alternative jobs available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

### 11.8.6

Employees who intend to take maternity and/or child care leave may request in writing to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such notices in writing.

- a) An employee, upon return to work from such child care leave, will be reinstated in the employee's former classification and position. However, in the event that the position in the employee's former classification no longer exists as a result of a valid reason, the employee can be reinstated in a comparable position and classification with no reduction in pay or seniority.  
An employee's failure to work at the conclusion of the period for which the leave of absence was granted may result in termination.
- b) If wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the Company must notify the employee in writing as soon as possible.

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## 11.9 Severance Pay

In the case of layoff, employees are entitled to four (4) weeks of regular salary per year of continuous service to a maximum of nine (9) months of regular salary. Benefits shall cease as of the date of layoff. Employees may elect to receive their severance pay in one lump sum payment less statutory deductions or to continue receiving their salary in the normal manner until the amount of the severance pay has been exhausted or they are called back to work. In the event that they are recalled to work and their severance pay has not been exhausted, the balance of the unpaid severance pay will be credited to the employee. In the event of a subsequent layoff, only the balance of the unpaid severance pay credited to the employee plus any additional severance pay entitlement earned since the previous layoff will be paid. Additional severance pay entitlements toward a subsequent layoff will be earned at the rate of four (4) weeks of regular salary for each full year of continuous service since the date of the last recall to work to a maximum of nine (9) months of regular salary.

## 11.10 Educational Seminars

Employees 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, the basic rate of pay for their normal tour of duty for that day, or
- b) on a scheduled day off, the basic rate of pay for hours of attendance to a maximum of one ~~fifth~~ (1/5) of their regular weekly hours.

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

## 11.11

The Company will consider a request for specified leave for emergency situations, e.g. critical illness in the immediate family, severe property damage, etc. However, the granting of such leave will be at the sole discretion of the Company.

## 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.

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### 12.2

Employees shall not be required to use their own vehicle on Company business unless they consent to do so. However, if the Company requests and employees agree to use their own car in the execution of their work, they shall receive an indemnity equal to at least thirty (30) cents per kilometer, or such higher rates as determined by Company policy, with a **minimum** payment of three (\$3) dollars for each completed trip. If employees are involved in an accident resulting in damage to the vehicle, and the amount of the damage cannot be recovered from any other person or persons, the Company shall reimburse employees for the deductible amount of their insurance plan to a maximum of five hundred (\$500.00) dollars, provided the employees are not convicted of having committed a criminal or motor vehicle offence in relation to the accident.

#### 12.2.1

It is agreed that if employees choose to use their own car rather than Company-provided transportation, they will not receive a kilometer allowance nor be entitled to reimbursement for the deductible amount of their insurance plan.

### 12.3

The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company which it requires an employee to drive.

### 12.4

Expense money shall be provided to employees before they are sent out of town overnight on Company business. Employees will account for such expenses on forms prescribed by the Company and will reimburse the Company for all monies advanced for which they cannot account as expenses.

### 12.5

Employees shall be reimbursed for all authorized expenses made for and on behalf of their assignments. All expense claims are to be submitted within five (5) working days of returning from an assignment. Reimbursement for authorized expenses will be made within two (2) weeks of a claim being submitted.

### 12.6

Employees on authorized out-of-town assignments who require overnight accommodations, shall receive single occupancy accommodations at the Company's expense where available at the locations concerned.

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## 12.7

The Company will reimburse an employee for tickets resulting from parking violations that were justifiably incurred as a result of performing an assignment, if the tickets are presented to the employer within the initial period provided for payment of same.

## 12.8 Moving/Relocation Expenses

The Company agrees that it will incur the cost of moving the personal effects of newly-hired employees from one residence to another when their former residence is outside the Halifax Metropolitan area. Employees will be responsible for obtaining three (3) quotes for the cost of moving, and will instruct the lowest bid to directly bill the Company. If direct billing is not possible, employees will submit receipts upon arrival at their new location and will be reimbursed within two (2) weeks.

Employees who resign before the completion of one (1) year of service will refund the costs of moving to the Company, pro-rated to the length of time worked less than one (1) year. Employee terminated by the Employer will not be required to refund the costs of moving to the Company.

## 12.9

For pay purposes, employees engaged in authorized traveling on assignment for the Company shall be credited with the time consumed as follows:

- a) from the scheduled time of the carrier's departure when employees leave from their home for travel by common carrier. If the carrier's departure is delayed by more than one (1) hour, the Employee shall so advise the Company; or
- b) from the assigned hour of departure from their home when employees travel by automobile directly to the assignment; or
- c) from the time employees leave their normal place of employment, when they report there before proceeding to travel; or
- d) from the assigned hour of departure from their lodgings when employees use overnight accommodations

### 12.9.1

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

## 12.10

When employees are required to work at a studio or a remote location other than their normal place of employment, they 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.

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This does not apply to “talent” or “promotional appearance” events as contemplated in Article 14.

### 12.11

Any employee of the Company, other than those scheduled to work at night, who works past the hour of 1900 hours (7:00 pm) or sunset, whichever is later, shall be reimbursed for taxi fare when required, upon the prior approval of the Company and presentation of the receipt.

## ARTICLE 13 - HOLIDAYS AND VACATIONS

### 13.1

The following shall be considered as paid holidays:

- News Year's Day
- Easter Sunday
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day
- Good Friday
- Victoria Day
- Halifax Natal Day
- Thanksgiving Day
- Christmas Day

plus any other established by the Canada Labour Code.

### 13.1.1

For the purpose of determining whether or not work has been performed on a statutory holiday for the purposes of this agreement, only a tour of duty or work shift which has its majority hours falling within the parameters of the calendar day which constitutes the statutory holiday, shall be considered as a tour of duty or work shift worked entirely on the statutory holiday.

### 13.1.2

Notwithstanding anything contained in this article, employees are not entitled to be paid for a holiday in which they do not work, where:

- a) they have not earned wages or has been on approved leave, which does not include layoff, for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; or
- b) they are absent from work without cause after having been scheduled for work on the day of the holiday; or
- c) they are absent from work without cause on their regular scheduled workday immediately preceding or following the holiday.



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### 13.1.3

Full time employees who advise the Company three (3) months in advance that for ethnic, racial, or religious reasons they hereinafter wish to observe a Holiday with pay other than the above listed Holidays, may request that another Holiday may be substituted for the requested day, and that the substituted Holiday shall be treated as a Holiday With Pay for the purpose of this Agreement. Should the substitution request be made in place of Boxing Day, Christmas Day, or New Year's Day, Article 13.9 and Article 13.10 (and their sub-articles) shall not apply to that Employee.

### 13.2

The above holidays will be observed on the dates proclaimed by the appropriate government authority.

### 13.3

Employees shall not have their weekly wages reduced for a week in which a paid Holiday mentioned in Article 13.1 occurs.

### 13.4

If a Holiday falls on a scheduled workday, and employees are not required to work, they shall receive their normal basic pay for that day.

### 13.5

When a Paid Holiday falls on employees' scheduled day off, and they are not required to work, they shall be entitled to one (1) additional day off. This day shall be deemed as "Extra Off".

### 13.6

If a Holiday falls on a scheduled workday and Employees are required to work, they shall receive in addition to their normal weekly wages, one half (1/2) their hourly rate for each hour worked, with a **minimum** credit of seven and one half (7 1/2) hours, and shall be entitled to a day off which shall be deemed as "Extra Off". Any hours worked or credited in excess of seven and one half (7 1/2) hours shall be paid at the rate of *two* (2) times the basic rate.

### 13.7

When employees are working on a Paid Holiday which is also their scheduled day off, they shall receive, in addition to normal weekly wages, three (3) days as Extra Off. Any hours worked or credited in excess of seven and one half (7 1/2) hours shall be paid at the rate of **two** (2) times the basic rate.

### 13.8

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

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### 13.8 RECAP

Statutory Holiday On <input type="checkbox"/>	Payment	In Excess of 7 1/2 Hours
Scheduled Work Day - OFF	Basic	N/A
Scheduled Day Off - OFF	1 Extra Off	N/A
Scheduled Work Day - WORK	1 1/2 x Basic ( <b>min.</b> 7 1/2 hours) plus 1 Extra Off	2 x Basic
Scheduled Day Off - WORK	3 Extra Off	2 x Basic
Vacation <input type="checkbox"/>	1 Extra Off	N/A

### 13.9

Extra Off days can be accumulated or taken in part or in whole at any time, provided that the Company is given three (3) week's notice, and provided that staff is available, and provided that the accumulated Extra Offs to be added to a vacation period do not exceed one (1) week. If, because of unavailability of staff, employees are denied their request, they shall be so notified within one (1) week of that request. Employees may request the Company to add accumulated Extra Offs in excess of five (5) days to their vacation period, only if this request does not interfere with the vacation period choice of a less senior Employee. If at any time employees elect to take money in lieu of any or all of their Extra Offs, they 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 their daily rate for such Extra Off days accumulated.

#### 13.9.1

Such days of extra off must be taken in time or in money by December 31 of each year.

### 13.10 Scheduling of Christmas & New Year's Holidays

Employees shall submit their wishes for scheduling of Christmas and New Year's holidays no later than the thirty-first (31st) day of October. At least five (5) full working days prior to the thirty-first (31st) day of October, the Company will post on its boards a notice to ascertain the individual wishes of the employees.

#### 13.10.1

The Christmas and New Year's Day holiday schedules will be awarded by seniority and shall be posted not later than the first (1st) day of December.

#### 13.10.2

Employees shall not be denied their preference between Christmas and New Year's Day where the preference remains consistent for more than two (2) years running.

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## 13.11 Vacations and Annual Leave

### Vacations and Annual Leave

A	One year of completed service	Two (2) weeks
B	After one year of completed service to eight years of completed service	Three (3) weeks
C	After eight years of completed service to twenty years of completed service	Four (4) weeks
D	More than twenty years of completed service	Five (5) weeks

Therefore, as described in the table above; (B,C and D above); an employee will be credited with an extra week of vacation, with pay, in the 2<sup>nd</sup>, 9<sup>th</sup> and 21<sup>st</sup> years of employment.

#### **For Example:**

In year one, where the start date is July 1, the employee will accumulate 5 days vacation to December 31 of that year (184days/365 days X 10 days or 5 days). Subject to management's discretion, the employee will take some of this vacation prior to earning it in order to use it prior to December 31.

In year two, the employee will earn the remaining 5 days of his first year's vacation allotment between January 1 and July 1 after which (July 1-December 31) the employee will earn an additional 7.5 days of vacation time (184days/365 days X 15 days or 7.5 days). This will be the employees first full calendar year of employment and will earn 12.5 vacation days from January 1 to December 31. Once again, subject to management's discretion, the employee will take some of this vacation prior to earning it in order to use it prior to December 31.

In year three through to year eight, the employee will earn three weeks or 15 days vacation per calendar year. On July 1 of year nine, the employee will have 8 years of completed service and will receive an additional 2.5 days of vacation or a total of 17.5 days in that calendar year as per the same calculation done for the additional week in year two. The employee will earn 20 days vacation in the calendar years 10 through 20. On July 1 of the 21<sup>st</sup> year, the employee will have complete 20 years of service and will earn an additional 2.5 days in that calendar year. From year 22 onward, 25 days will be earned in each calendar year.

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In the case where an employee has taken vacation time prior to earning same and leaves our employ, the value of this unearned vacation will be deducted from the employee's final pay. This should always be kept to a **minimum**.

Vacation may only be carried over from one vacation year to the next upon Company approval.

### **13.11.1**

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 (1) month's duration, is a result of a layoff or a leave of absence without pay requested by the employee. Employees whose vacation pay is less than their vacation entitlement have the option of foregoing that portion of their vacation entitlement proportional to the vacation pay shortfall.

### **13.12**

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.

### **13.13**

The Company agrees, subject to operational needs, that employees may take vacation any time throughout the year.

Rating Periods may be a consideration in determining operational needs.

The Company shall post a reminder calling for vacation scheduling requests by January fifteenth (15<sup>th</sup>) of each calendar year. Employees shall indicate to their department head, in writing, by January thirty-first (31<sup>st</sup>) in each calendar year, their preference for their vacation schedule.

The exercising of seniority rights for a vacation block of more than two (2) weeks shall not be available if it conflicts with meeting the obligation of Article 13.15. The exercising of seniority rights for a vacation block of more than three (3) weeks shall not be available if it conflicts with any other employee's vacation choice. Employees who want more than three (3) consecutive weeks must request their vacation schedule in at least two blocks as set out below.

If employees intend to break up their vacation, they will indicate an order of preference for the blocks of their vacation schedule.

## **Metro Radio**

Taking into account employees' preferences, and the operational needs of the Company, the Company will prepare and post a vacation schedule by March first (1st) of that same year. Where preferences conflict, seniority shall govern. Employees shall be allowed to exercise their seniority right to vacation preference for only one (1) block of vacation until all employees with less seniority have at least one (1) block of requested vacation scheduled. When all employees have their first block of vacation scheduled, the Company will schedule the next block of vacation preferences in order of seniority. This process of one block at a time will continue until all vacation is scheduled.

Employees who do not request to have all their vacation scheduled when the vacation schedule is posted may take such vacation any time throughout the year provided that it is operationally possible and it does not interfere with the scheduled vacation of any other employee. If there is conflict between employees for unscheduled vacation, seniority shall govern.

### **13.13.1**

Notwithstanding Article 13.14, and subject to operational requirements, consideration may be given by the Company to the scheduling of vacation during the ratings period, and the one week prior to and after the ratings period of employees in the following Functional Groups:

Production Assistant/Operator, Receptionist, Traffic Clerk, Creative Writer, Sales Assistant, Accounting Clerk, Producer, Creative Supervisor, Production Supervisor, and Promotions Coordinators.

### **13.14**

All employees shall be assigned at least two (2) weeks of their vacation during the period, June 1st - September 30th, unless they agree otherwise. It is understood and agreed that it may not be possible to meet the commitment if a rating period of at least five (5) weeks duration should fall entirely within the period, June 1st - September 30th.

### **13.15**

If operationally practical, employees will be entitled to begin and end their vacation in conjunction with their days off.

### **13.16**

The Company agrees that where employees have requested leave without pay in conjunction with their annual vacation, the Company will not grant same at the time requested so as to displace vacation periods of other employees in the same group, without their consent.

### **13.17**

Employees shall not be required to work during their vacation.

## CEP Local 920M

### 13.18

During the vacation period, June 1st to September 15th, employees will not be required to work more than eight (8) hours overtime per week, except in the case of emergency.

### 13.19 Vacation Pay On Termination

Upon termination of employment, employees (or their estate in case of death) shall receive accrued vacation pay for each completed calendar month of employment since the previous December 31st, plus pay for any 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, or
- b) employees may not exploit their connection with the Company in the course of activities without permission from the Company. Permission will not be unreasonably withheld, or
- c) such activity does not affect their work or the working efficiency of the Company.

#### 14.1.1

At least one (1) week before engaging in outside activity related to any medium, employees shall advise their Department Head of the details of such potential engagement so that the Company, within that one (1) week, can inform the employee if it considers such activity to be a violation of this Article.

### 14.2 Talent Fees

Bargaining Unit members whose regular job function does not include voicing or on-air duties and **who** agree to **do** such **work for the** Company **shall** be paid a talent fee as follows:

voicing of commercials -- \$15.00 to a maximum of \$40.00 per session;  
hosting or performing on a radio program of less than ten (10) minutes duration ... \$11  
hosting or performing on a radio program of more than ten (10) minutes duration ... \$33

In addition, all time spent at such activity will be considered time worked. There will be no talent fees paid for assisting in the creation of sound effects.

## **Metro Radio**

### **14.2.1**

Bargaining Unit members who agree to appear and perform at Company-arranged functions will be paid as follows:

Remote Broadcast: Live on Location: \$65.00 per hour

Remote Broadcast: Simulated on Location: \$30.00 per hour

Facilitator for "Experts on Call": \$110.00 per on-air one hour show and preparatory work for the show.

Time spent on such activities will not be considered part of the Employee's regular work schedule.

### **14.2.2**

On-air personalities may be required to make personal promotional appearances on behalf of the radio stations outside their normal hours of work, to a maximum of twenty-four (24) times per year.

One (1) personal appearance shall last for up to and including one (1) hour from the scheduled start time to the scheduled completion time. A scheduled personal appearance which lasts longer than one (1) hour shall be considered two (2) personal appearances. Compensation for such promotional appearances up to 24 per year shall be included in the Employee's basic salary. The Employees shall be compensated for each promotional appearance to which they are assigned over the maximum in the amount of \$25.00 per appearance.

The Company shall endeavour to include personal appearances on the shift schedules which are posted. Article 15.4.3 does not apply to shift schedule changes made for the purpose of scheduling personal appearances.

Transportation will be provided by the Company for out-of-town events.

A public appearance is defined by an occasion where an announcer, approved by management, appears in public. Clearly announcing him/herself as an announcer with their respective radio station.

### **14.2.3**

When "in-house" produced Radio Commercials are sent by client request to other stations \$120.00 shall be split equally between the writer, the principal voice(s) and the producer.

The fee may be waived for Company driven initiatives upon mutual agreement.

#### **14.2.3.1**

When working a client-rented studio session, Producers shall be paid at the rate of \$40 per hour. This time shall not be considered part of the regular workday. Any extra hours worked as a result shall not be considered or treated as overtime.

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### 14.2.4

Bargaining Unit members who agree to lecture at events such as high school career days shall have all hours considered as time worked.

### 14.2.5

All rates listed in this Article are minimum rates.

### 14.3

Employees with ten (10) years or more of completed service will be entitled to, upon request, and upon availability of temporary employees, up to six (6) months Leave of Absence without pay.

### 14.4

Appropriate show preparation time will be given to each announcer during the employee's regular tour of duty.

## ARTICLE 15 - HOURS AND SCHEDULING OF WORK

### 15.1

The work week will commence as of 12:01am local time on Monday, and shall consist of the employees regular hours of work divided into five (5) days of work.

### 15.2

The work week for all employees will consist of thirty-seven and one-half (37.5) hours divided into five (5) days of work at seven and one-half (7.5) hours per day.

Non-shifted employees will be scheduled to work Monday through Friday, commencing on each workday no earlier than 0800 hours (8:00 am) and finishing no later than 1800 (6:00 pm) that same day. Non-shifted employees include: Receptionist, Traffic Clerk, Creative Writer, Sales Assistant, Accounting Clerk, Creative Director, Promotions Coordinator.

### 15.3

The work schedule for "shifted" employees, which term includes all employees not identified as "non-shifted" employees, shall be communicated to the particular employees by their Department Head, in writing. Any change in that established work schedule shall also be communicated in writing to the employees affected.



# Metro Radio

## 15.3.1

All employees with the exception of Swing Announcers and Engineering Department employees, shall receive two (2) consecutive days off (i.e. sixty (60) 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 multiplied by a factor of two (2) and be added to the previous week's total hours for the purpose of calculating the employee's pay in that previous week. Notwithstanding the above, hours which encroach on the required consecutive hours off as a result of the illness of another employee shall be paid at the overtime rate only.

### 15.3.1.1

If hours are worked which encroach on the required consecutive hours off and such hours worked are not contiguous with either the hours worked of the immediately preceding or the immediately following scheduled work day, then a minimum credit of three (3) hours (prior to the multiplication factor referred to in Article 15.4.1) shall be given.

### 15.3.2

With the exception of those employees who expressly request such assignment, there will be no assignment of split shifts.

### 15.3.3

The tour of duty for "shifted" employees must be communicated to the employee no later than 1200 hours (12:00 Noon) on the Tuesday of the work week immediately preceding the week in which the work is to be done.

Any change in a "shifted" employee's tour of duty must be communicated to the employee in question no later than 1700 hours (5:00 p.m.) or the end of the employee's tour of duty whichever is earlier, on the day prior to the day of the change. Failing such notice the employee will be paid for each new hour worked outside the originally scheduled tour of duty an additional ½ times the basic rate.

This Article does not apply to any changes which are required due to the first day of unexpected absence of an employee.

## 15.4

By the Tuesday immediately preceding employees going on annual leave of five (5) days or more, they shall be given a pre-arranged time to report back to work.

## CEP Local 920M

### 15.5

When employees are required to work hours in excess of their Weekly Hours or their Regular Daily Hours they will be compensated for that work at the rate of one and one-half (1 1/2) times their basic rate.

### 15.5.1

Callback is defined as those hours credited to an employee, who is called on to perform further work. No callback shall be less than three (3) hours paid at one and one-half times (1 1/2 x) the basic rate.

### 15.5.2

Subject to make their intentions known on the overtime sheet, employees may elect to accumulate overtime and work on a day off, and take time off in lieu of payment. Time off will be credited at the rate the overtime was earned. (e.g., two (2) hours overtime would be equal to three (3) hours time off in lieu.) Scheduling of time off in lieu shall be the same as Extra Offs. (Articles 13.9 and 13.9.1)

### 15.6

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

### 15.7

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

### 15.8

Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than seventeen hundred hours (5:00 p.m.) or the end of the employee's shift, whichever is the later, on the previous work day. If such notice is not given, the employee shall receive two (2) hours pay at the hourly rate of the employee as computed separately from the work week.

### 15.9

Employees who are assigned to be On Call must:

- a) be given a cell phone and shared laptop computer, and
- b) be provided transportation, and
- c) be paid twenty (\$20) per day, and
- d) receive regular overtime as per Article 15 if they are called

# Metro Radio

## 15.10

The turnaround period is a period of at least eight (8) hours between the end of one (1) shift, or the end of an overtime assignment, whichever is later, and the commencement of the next shift. All time which encroaches on the end of the turnaround period shall be paid at the rate of one-half (1/2) times the basic hourly rate in addition to the employee's regular basic pay. No payment will be made for the following encroachments:

- a) when the encroachment is due to the absence of another employee attending negotiations or grievance meetings with management;
- b) on a shift mutually agreed to by the employee and the employer;
- c) on a shift where the employee works without the required turnaround because of vacation relief or because of the illness of a fellow employee or because of another employee's authorized absence from work;
- d) on an overtime assignment which runs into and is contiguous with the following work day.

## 15.11

Vacation pay owing from overtime payment will not accumulate but will be paid at the same time as the overtime is paid. It will be calculated according to the employee's entitlement in the following manner.

Employees who receive 2 weeks or less vacation will receive an additional 4% of their overtime pay.

Employees who receive 3 weeks vacation will receive an additional 6% of their overtime pay.

Employees who receive 4 weeks vacation will receive an additional 8% of their overtime pay.

Employees who receive 5 weeks vacation will receive an additional 10% of their overtime pay.

## ARTICLE 16 - HEALTH AND SAFETY

### 16.1

The Company will endeavour 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 employees to take all reasonable and necessary precautions to ensure their own safety and the safety of their fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Company, and shall meet the minimum conditions outlined in the Canada Labour Code. It is recognized and agreed that employees will cooperate in keeping such facilities clean and sanitary.

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### 16.2

The Company shall not assign excessive hours of work to employees.

### 16.3 Right to Refuse Dangerous Work

Employees have the right to refuse dangerous work without risking discipline, their pay, or prejudice to future job status. In refusing dangerous work, employees must have reasonable cause to believe that their use or operation of equipment or a condition in the workplace will result in harm to themselves or other employees.

#### 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

The Company shall provide and maintain adequate First Aid Kits as defined by Human Resources Development Canada.

### 16.6

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.

### 16.7

Employees will not be required to climb transmitting towers.

### 16.8

A Joint Health and Safety Committee shall be constituted consisting of one (1) representative of the Company and one (1) representative of the Local Union, which shall identify any potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least once a month. Minutes shall be taken of all meetings. The Committee shall make periodic inspections of the work place. Time spent on the Health and Safety Committee to attend meetings or conduct inspections will be considered as time worked.

## **Metro Radio**

### **ARTICLE 17 - MEAL AND BREAK PERIODS**

#### **17.1**

All employees are entitled to receive two (2) fifteen (15) minute break periods during their regular work day. Employees shall not be required to go more than three (3) overtime hours without a break period being given. Breaks will be arranged so as not to interfere with the operations of the Company. It is agreed that Announcers may not be able to take their 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**

Non-Shifted Employees as defined in Article 15 shall receive an unpaid first meal period of one (1) hour.

#### **17.3**

Shifted Employees, as defined in Article 15, shall have Regular Weekly Hours to a total not in excess of thirty-seven and one-half hours (37 1/2), which shall be scheduled at the Employer's discretion, in accordance with one of the following options:

- a) Regular Daily Hours on a given shift of seven and one-half (7 1/2) consecutive hours, without a first meal period;
- b) Regular Daily Hours on a given shift of seven and one-half hours (7 1/2), exclusive of a one-half (1/2) hour unpaid self-assigned meal period;
- c) Regular Daily Hours on a given shift of seven and one-half (7 1/2) hours, exclusive of a one (1) hour scheduled unpaid meal period sometime after the first and before the last full hour of work in a shift.

#### **17.3.1**

When an employee is required to work through a break or meal period, such break or meal period shall be added to the end of the shift as time worked. No claim for compensation will be honored unless the "work-through" in question has been expressly authorized or requested in advance by the appropriate department head.

#### **17.4**

Employees who work straight seven and one half (7 1/2) hour shifts and are required to work overtime, will be scheduled a paid meal period of at least a half (1/2) an hour's duration at the end of their seven and one half (7 1/2) hour shift.

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### **17.4.1**

Employees receiving meal periods per Article 17.2, or 17.3 who work more than five (5) hours past the scheduled time of their last meal period, will be scheduled a paid meal period of at least a half (1/2) an hours' duration at the commencement of the sixth (6th) hour since their last meal period.

### **17.4.2**

Employees entitled to a meal period in accordance with Article 17.4 or 17.4.1 will receive fifteen (\$15) dollars to cover the cost of such meal.

### **17.5**

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

## **ARTICLE 18 - GENERAL WAGE PROVISIONS**

### **18.1**

Employees shall be paid according to the wage schedule of the classification to which they are assigned.

### **18.1.1**

The Company, at its sole discretion, may choose to award an employee (s) payment (s) beyond that required by Article 18.5 (wage scales). Such payment (s) shall be referred to as merit pay and will take the following form:

- a) either an over-scale increase that will be considered to be part of the annual wage of the employee, and all benefits to which the employee is entitled by virtue of the Collective Agreement shall be based on that annual wage, and/or
- b) a bonus payment or payments, as granted from time to time, which are separate and apart from an employee's annual wage and which will not be included to the purpose of calculating overtime payment or hourly wage rate or for entitlement to the benefits listed in Article 11.1 of the Collective Agreement.

If any Merit Pay is granted, the form of the merit payment(s) shall be clearly labeled.

It is understood that Merit Pay is based upon the criteria as solely determined by the Company from time to time and such criteria shall be communicated to the employees.

## Metro Radio

In recognition of the award of any merit pay, and that the evaluation of employees against the criteria and the form and amount of any merit pay is within the Company's sole discretion it is agreed that employees cannot grieve their entitlement to merit pay.

Notwithstanding the above, it is agreed that the application of this Article will be done in good faith, and not in an arbitrary or discriminatory manner.

### 18.2

The Company shall pay one-twenty-fourth (1/24th) of the net yearly salary, i.e., salary after a reasonable portion of the total yearly deductions have been made, not later than the fifteenth (15th) and end of each month.

### 18.3

Payment for overtime worked or credited shall be paid not later than the fifteenth (15th) day and the end of each month, in conformity with the Company's payroll requirements.

### 18.4

Employees assigned to perform the Music Director function in CHUM Programming Department and the Employee assigned to perform the Music Director function in the NEWCAP Programming Department shall each receive a rate of pay equal to nine percent (9%) higher than the step on the appropriate wage scale to which they would otherwise be entitled, in accordance with their job classification and the Wage Schedule for the job classification, as set out in Article 18.5.

#### 18.4.1

The employee assigned to perform the Production or Creative Supervisor function in the Production or Creative Departments respectively shall receive a rate of pay equal to nine percent (9%) higher than the Producer or Creative Writer wage rate.

### 18.5 Wage Schedule

		April 1, 2008
A	Production Assistant / Operator, Receptionist.	\$628.92
B	Traffic Clerk	\$727.87
C	Accounting Clerk, Talk Show Producer, Sales Assistant	\$764.16
D	Creative Writer, FM Swing Announcer, Promotions Coordinator, Newsperson,	\$800.44

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E	Interactive Coordinator AM Morning CO-host, FM Morning CO-host FM Midday Announcer, Producer, Morning Newsperson, Broadcast Engineer, Production Supervisor, Creative Director	\$897.20
F	FM Morning Announcer, AM Morning Announcer, FM Drive Announcer	\$1,007.15

### 18.6

The wage amounts shown in Article 18.5 shall be adjusted annually as of April 1st commencing April 1, 2004 to reflect the change in the Statistics Canada published Consumer Price Index (CPI) for Metropolitan Halifax. It is agreed that employees who are paid above the rates in Article 18.5 will receive a wage adjustment equal to the change in CPI on their actual salary.

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

For example: CPI February 2004      123.2  
                  CPI February 2005      126.1

The difference of 2.9 divided by 123.2 = 2.4% 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.

Forexample:    1992    -    122.5  
                  1993    -    120.2  
                  1994    -    124.4

April 1, 1993 - no change

April 1, 1994 - the difference between 124.4 and 122.5 is a 1.6% increase.

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



# Metro Radio

## ARTICLE 19 - DURATION OF THE AGREEMENT

### 19.1

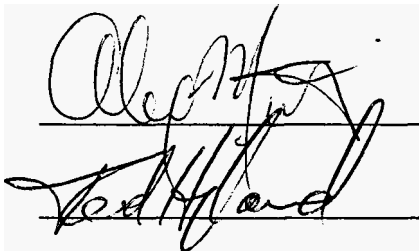
This agreement shall remain in force until March 31, 2008 and from year to year thereafter unless either party notifies the other by registered mail not more than one hundred and twenty (120) calendar days and not less than ~~thirty~~ (30) calendar days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement, or until seven (7) calendar days after advice has been received from the Minister of Labour as set forth in Section 89 (d) of the Canada Labour Code - Part I. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) calendar days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

### 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, are inconsistent with an Statute 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.

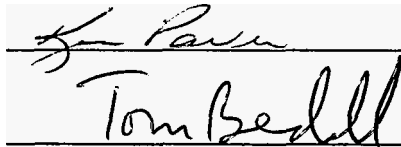
**IN WITNESS WHEREOF, the Company and Union have caused this Memorandum of Agreement to be executed by their duly authorized representatives on this 4th day of April, 2008.**

**Metro Radio Group**



\_\_\_\_\_

**The Communications,  
Energy and Paperworkers  
Union**



\_\_\_\_\_

**CEP Local 920M**  
**APPENDIX "A" - 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 Metro Radio Group have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 920-xx-xx.

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

Article 7.3.1 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 the 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 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:

Ted Hyland (Newcap)  
Scott Bodnarchuck (CHUM)

Kim Power  
Kim Power

Enclosure



# Metro Radio

## LETTER OF INTENT - FUNCTIONAL GROUPS

The parties also agree to the intent that if Peter Harrison ceases to be an employee of the Company or transfer to another Functional Group then Functional Group W, News Supervisor, will be discontinued.

## LETTER OF AGREEMENT #1 - ALTERNATE WORK SCHEDULES

The Union acknowledges that the Company's operations are complex and flexibility is required to meet daily operational considerations and needs.

The Company acknowledges that the nature of its operations can place demands upon its employees that may impact upon their activities and responsibilities external to the workplace.

Therefore in an effort to accommodate the operational requirements of the Company and enhance the quality of work life, the Company and the Union agree that an employee or group of employees may propose alternative work schedules that do not conform with the Collective Agreement (eg. compressed work weeks or flex hours). The employee(s) are responsible for reviewing the Collective Agreement and presenting a proposal to the Labour Management Committee that specifies:

- a) the Articles of the Collective Agreement which may require waivers, and
- b) how absences for illness, vacation, etc. are to be handled, and
- c) how penalty or premium payments (overtime, turnaround, etc.) are to be paid.

The Labour Management Committee will review all proposals. If a proposal is acceptable to the parties and meets the operational requirements of the Company, an interim agreement will be entered into between the Union and the Company.

**APPENDIX "B" - LAYOFF NOTICE**

Dear [Employee's Name]:

The Company has advised the Union [today or on month, day, year] that as a result of the (a) decision to reduce the workforce, layoffs will take place on [month, day, year].

A meeting has been scheduled with the Union for [month, day, year] at [time] in the Boardroom to discuss this matter.

To ensure constructive discussions which will help minimize any ramifications on you, please inform your Department Head or any member of the Union Executive or the National Representative of any ideas regarding the proposed layoffs with respect to:

1. If you are interested in early retirement, or a voluntary termination with severance package, or work sharing or a leave of absence.
2. Any other ideas you may have which may prove useful.
3. Which jobs you believe you can perform in other Functional Groups pursuant to the criteria in Collective Agreement Article 9.6.4.

Yours truly,

General Manager

c.c. Union

