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

September 1, 2003 - August 31, 2006

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

(September 1, 2003- August 31,2006)

AGREEMENT

Made and entered into this 12th day of November, 2003, between the American Federation of Television and Radio Artists, Detroit Broadcast Division, a voluntary association organized and existing under the laws of the State of New York and having its principal office at 260 Madison Avenue, New York, New York (hereinafter called "the Union"), and CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, Divisions of CHUM Limited, (hereinafter called "the Company"). In the event the aforementioned call letters are changed, this agreement shall remain binding on the parties. All of the terms, including all side letters of said Agreement shall be applied retroactive to September 1, 2003, the effective date of this Agreement. IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

ARTICLE 1 **RECOGNITION**

- 1.1 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the unit as set forth in the certification of the Canada Labor Relations Board dated January 24, 1975.
- 1.2 The bargaining unit comprises employees of the Company as follows: "Those employees as defined above, including disc jockeys, talk show hosts, announcers, newscasters/ sportscasters, news reporters, and traffic reporters.
- 1.3 The Company will bargain collectively with the Union in respect to the rates of pay, wages, hours and conditions of work for all employees in the bargaining unit at hereinbefore set forth.

ARTICLE 2 **DEFINITION OF EMPLOYEE**

- 2.1 The term "employee" as used in this Agreement shall mean any person male or female, employed as an announcer, disc jockey, talk show host, traffic reporter, newscaster/ sportscaster, and/or news reporter, but excluding the news director, sports director and program directors.

ARTICLE 3 **NON-DISCRIMINATION**

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

ARTICLE 4 **UNION ACCESS TO PREMISES**

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

ARTICLE 5
EXISTING PROCEDURES AND METHODS

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

ARTICLE 6
EXISTING BENEFITS

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

ARTICLE 7
MINIMUM TERMS

7.1 No employee will be employed or engaged by the Company upon terms or conditions less favorable to the employee than those set forth herein. No waiver by any employee of any provision of this Agreement shall be sought by the Company or be effective unless written consent of the Union to such waiver is first had and obtained.

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

ARTICLE 8
JURISDICTION

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

8.2 The Company recognizes that performers are hired to perform a regular job classification and will make every effort to assign performers in that classification. Other than in an emergency, performers will not be required to perform on a regular basis in a job classification different

from their regular classification. The Company agrees to advise the performers and the Union of the job classification of each of the current employees in the bargaining unit as of the effective date of this Agreement. The Company further agrees to notify the Union in writing of any changes in employee's classification, within seven (7) working days of such change.

ARTICLE 9

UNION MEMBERSHIP

- 9.1 All employees of the Company in the bargaining unit shall as a condition of continued employment be or become members of the Union within 90 working days following the beginning of their employment, or within 90 working days of the effective date of this Agreement, whichever is later. An employee of the Company in the bargaining unit not governed by the terms of the present contract, will become a member of the Union within 90 working days of the execution of this contract.
- 9.2 The Union shall have the right to limit, suspend, expel or otherwise discipline or refuse to re-admit a member for justifiable cause; but nothing herein contained shall require the Company to discharge or otherwise discriminate in any way against any employee who has been denied membership or has had his membership terminated for any reason other than the failure of any such performer to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership or is such discharge or discrimination would be in violation of any applicable law or regulation.
- 9.3 The Company will, within five (5) working days, notify the Union of hiring, promotion, or transfer of any employee within the bargaining unit. The Company will, within five (5) working days of termination of any employee within the bargaining Unit, notify the Union of such termination in writing, advising the reason therefore, as provided in Section 19 of this Agreement.
- 9.4 The Company will provide the Union a list of commencement dates of employment for all those employees in the bargaining unit.
- 9.5 Upon written direction of an employee, the Company will collect, tally and remit Union dues or charges. The Company will continue to do so until or unless the employee instructs the Company otherwise in writing or is no longer an employee of the Company. The Union agrees to indemnify and save harmless the Company from liability or action arising out of any deductions from the wages of an employee which have been specified by the Union, or resulting from any irregularities committed by the Union or its officers. The Union agrees to supply monthly a list of dues to be deducted from employee.
- 9.6 At the employee's discretion, he/she may have a Union Steward present at any disciplinary meeting.

ARTICLE 10

LEAVE FOR UNION ACTIVITIES

- 10.1 Leave without pay will be granted to not more than one (1) member of the bargaining unit, who is authorized to represent the employees of said unit at Executive Board Meetings or Conventions of the Union. The Company will endeavor to cooperate with such request but

reserves the right to final judgment, subject to the operational needs of the Company. A request for such leave will be submitted in writing fifteen (15) working days in advance to management of the Company. The members of the bargaining unit will cooperate with management to fill the vacated function with a member of adequate ability. In such cases the Company will not be expected to pay monies in excess of the amount normally expended to cover the vacated function. It is agreed that the leave will be for a reasonable length of time.

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

ARTICLE 11 **BULLETIN BOARDS**

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

ARTICLE 12 **NO STRIKE - NO LOCKOUT CLAUSE**

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

ARTICLE 13 **NO STRIKE BREAKING**

- 13.1 The Company will not assign, transfer, or require employees in the bargaining unit to go to any radio station, television station, transmitter studios, or property owned or operated by CHUM LIMITED, or by a person or persons other than the Company, where a strike of any persons whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs expressly for the purpose of strike breaking.
- 13.2 During any Union-Management dispute involving any of its other employees, the Company shall not require members of the Union bargaining unit to perform any of the normal routine or special duties of the employees involved in such dispute, other than those duties which are within the normal job description of the functional group of the members of the Union bargaining unit as defined in ARTICLE 30.1 of this Agreement or any special duties which he/she might normally be expected to perform from time to time.

ARTICLE 14
HAZARDOUS DUTY

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

ARTICLE 15
GRIEVANCE PROCEDURE AND ARBITRATION

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

Step 1: The employee shall submit the concern or complaint to a Shop Steward within five (5) working days of its occurrence. If the Shop Steward considers the concern or complaint to be justified, the Shop Steward shall take the matter verbally to the employee's immediate supervisor as soon as possible. The Shop Steward and the immediate supervisor shall discuss the matter at a mutually agreeable time, within (3) working days from the date the Shop Steward notifies the supervisor of the matter

Step 2: If the Shop Steward and the immediate supervisor cannot resolve the concern or complaint, the Shop Steward shall take the matter verbally to the General Manager or his representative within three (3) working days. The Shop Steward and the General Manager or his representative shall discuss the concern or complaint at a mutually agreeable time.

Step 3: If the Shop Steward and the General Manager or his representative cannot resolve the matter, the Shop Steward shall file a written grievance with the Union within five (5) working days of the final decision of the General Manager or his/her designate. Copies of the grievance shall be sent to the General Manager, the immediate supervisor, and the grieving employee.

- 15.2 In the event that the Company and the Union are unable to settle the dispute within twenty-one (21) working days of its submission to the Union, the grievance may be taken to arbitration in accordance with Article 15.4 of this Agreement. No grievance shall be submitted to arbitration, which does not involve a question involving the interpretation, application, administration or alleged violation of the Agreement. Any time limit referred to in this Article within which any procedure is required to be taken or within which a decision is required to be delivered or within which a notice is required to be given are mandatory and may only be extended by mutual agreement in writing by the Company and the Union.
- 15.3 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within twenty-one (21) working days of its submission to the Union. Failure to issue notice to arbitrate within the time prescribed will result in the grievance being deemed to be abandoned. The parties shall attempt to select a mutually agreeable arbitrator. In the event that the parties cannot agree, either party may make a written request to the Minister of Labor to appoint an arbitrator. The arbitrator shall conduct a hearing and render a decision, which

shall be final and binding on both parties. The parties agree that the Union and the Company shall each bear half the expense of arbitration.

- 15.4 The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provision of this Agreement or to substitute any new provision for any existing provision or to make any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.
- 15.5 Both the Company and the Union agree to cooperate in scheduling meetings that will not interfere with the normal working schedule of the Company. Employee shall suffer no loss of pay in attending grievance meetings with the Company or arbitration hearings.

ARTICLE 16 **SENIORITY**

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

ARTICLE 17 **LAYOFF**

- 17.1 If it shall be necessary for the Company at any time to lay off employees, the Company shall (unless otherwise agreed to by the parties hereto) attempt to apply such layoffs in the inverse order of seniority within the job classification involved, but with merit, ability and artistic competence being the governing criteria. The Company shall give at least fifteen (15) working days notice in advance of such proposed layoff to the Union and the employees concerned. The Company will continue to pay the premium cost for insurance benefits set out in Article 21.2 for eligible employees who are laid off for the month in which the layoff commences and for the six months immediately following the layoff, provided such employees continue to be employees of the Company and provided that such employees continue to satisfy the requirements for enrollment in the plans/policies and coverage thereunder.
- 17.2 Employees laid off shall be placed on a rehiring list and shall be given an opportunity to rejoin the Company in order of seniority within the bargaining unit in an applicable position, but with merit, ability and artistic competence being the governing criteria, before any new employees are hired to fill a specific opening. If the laid-off employee refuses the position, then he shall have lost his rights under this ARTICLE. To be entitled to these rights, the employee at the time of lay-off must indicate to the Company that he is interested in returning to full-time employment with the Company. At intervals of not longer than thirty (30) working days, the laid-off, must indicate to the Company that he is interested in returning to full-time employment with the Company. When a vacancy occurs, the Company shall give notice by registered mail to his last known address, and to the Detroit office of the Union, that such a vacancy exists. If within ten (10) working days of giving notice, the Company has not heard from a laid-off employee, the Company shall be free to hire a new employee without regard to the rights of the laid-off employee. In any event, the Company shall not be obligated to continue to offer laid-off employees any new positions six (6) months after their layoff.

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

ARTICLE 18

MANAGEMENT

- 18.1 The Union recognizes that the Company has the exclusive right to manage the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, it has the sole right:
- (1) to determine and affect its own method and scope of operation, including the selection, size and direction of the workforce, extension or curtailment of operations and hiring or promotion;
 - (2) to establish policies and standards governing its operations;
 - (3) to evaluate the performance of an employee specifically to evaluate the merit, ability and artist competence of an employee; except to the extent that said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed by this Agreement. The Company also has the exclusive right to fire, suspend or otherwise discharge employees for just cause, save and except that probationary employees may be discharged under the provisions of ARTICLE 29.2 hereof.

ARTICLE 19

DISCHARGE

- 19.1 The Company may terminate employee's employment for insubordination, incompetence gross misconduct and other just cause, reduction of staff and unsuitability for staff and program requirements. The Company shall be the sole judge of a performer's suitability for staff and program requirements.
- 19.2. Except for probationary employees, when an employee is judged to be unsuitable for program requirements, the Company will advise the employee and the Union of its concerns in writing, and the matter shall be discussed between the Company, the Union, and the employee prior to any discharge. The Company shall advise the employee what the problems are, and what is expected to correct the problems. These procedures shall be followed in advance of any discharge other than a discharge relating to a change in format.
- 19.3 It is understood and agreed that an employee may have his/her employment terminated for reasons peculiar to the Broadcast Industry, for example: unsuitability as a result of changes in program policy or format; or, unsuitability for staff requirements. However, before any employee is discharged for unsuitability for program requirements due to a change in format, the Company shall first notify the Union in writing and shall set forth the reasons for the contemplated discharge. It shall be the exclusive function of the Company to assess the qualifications, training, experience, talent, and abilities of the person auditioning. The Company, will make its best efforts to place the employee in any available position within the bargaining unit. However, the job function shall be awarded to that person, who, in the Company's opinion, best meets the requirements of the job. The Company will exercise its

decision in a bona fide, non-arbitrary and non-discriminatory manner. Any disagreement regarding the interpretation **of** this provision shall be settled in accordance with the grievance provisions of this contract.

ARTICLE 20
SEVERANCE PAY

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

TERMINATION CAUSE:

BENEFIT PAYABLE:

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

LENGTH OF EMPLOYMENT

SEVERANCE PAY:

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

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

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

20.3 A regular part-time employee who is terminated for reasons other than misconduct or insubordination shall be entitled to:

- (1) compensation earned to termination,
- (2) two weeks notice or pay in lieu thereof, and
- (3) accrued vacation pay.

20.4: An employee may agree to sign a release or waiver of any claims against the Company upon the payment of at least an additional ½ week for every completed year of service with the Company.

ARTICLE 21

SICK BENEFITS

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

- (a) **If taken ill**, an employee shall notify his supervisor at least one (1) hour before his shift commencement;
- (b) The employee shall offer satisfactory proof of illness if requested to do so by the Company;
- (c) If an employee is absent beyond the twelve (12) day maximum in any one (1) calendar year, further sick leave shall be at the discretion of the Company.
- (d) The Company will continue to pay the premium cost for insurance benefits set out in Article 21.2 for eligible employees who are absent due to illness or injury in accordance with the provisions of the CHUM Benefit policy.

21.2 Insurance Benefits: The Company shall provide to full-time employees at no cost to the employee, the following benefits:

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

- 21.3 Any employee who requires a long term disability, illness or maternity leave shall be entitled to return to his/her individual on-air position provided he/she is able to return within ninety (90) working days [nineteen (19) weeks for maternity leave] and there has been no format change. In cases over ninety (90) working days or a change in format the employee shall be guaranteed a position within the Company.
- 21.4 Fathers shall be granted three (3) working days of paid paternity leave with the birth of his child. (Not necessarily consecutive: Example - one (1) day on actual birth day and two (2) working days when mother and child come home from the hospital.)

ARTICLE 22
BEREAVEMENT PLAN

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

ARTICLE 23
JURY DUTY

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

ARTICLE 24
TRAVEL EXPENSES

- 24.1 The Company shall reimburse each employee for all reasonable expenses when travel is authorized by the Company. The employee may be asked by the Company for proof of receipts regarding travelling expenses prior to reimbursement. Use of the employee's own automobile must be previously authorized by the Company.
- (a) An employee using his/her own automobile will be reimbursed at the rate of thirty-five (\$.35) cents per kilometre or such higher rates as determined by Company policy. Employees shall keep a log with respect to short authorized trips involving use of his/her own personal automobile, and such log shall be submitted on a monthly basis for reimbursement.

- (b) The Company shall retain the right to specify the method of transportation to be used relative to the distance and duties assigned.
 - (c) Employees shall not be required to use their own automobiles unless they consent thereto.
 - (d) Employees shall be reimbursed for authorized traveling expenses made on behalf of their assignment upon submitting for approval on the form prescribed by the Company. Company shall endeavor to reimburse as quickly as possible. The maximum time allowed to elapse between submission and receipt of reimbursement shall not exceed four (4) working days.
 - (e) Company will cooperate under special circumstances by advancing reasonable amounts of money for anticipated authorized travel and transportation expenses.
 - (f) The Company is not required to reimburse travel costs to employees who drive to paid appearance/paid hosting events.
- 24.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive, and such vehicles shall be maintained in a safe operating condition. The Company will provide the Union with a description of its current insurance policy covering "non-owned" vehicles.
- 24.3 Any female employee of the Company whose work begins or ends between 9:00pm and 5:00am shall be provided with taxi fares home when required to insure their own personal safety, upon presentation of a receipt, provided request for such payment is made in advance. The clause is meant to cover unusual occurrences and is not to be interpreted to mean that the employee will be given taxi fare if she is unable or unwilling to arrange her own transportation on an ongoing basis.

ARTICLE 25
REMOTES AND REMOTE CUT-INS

- 25.1 An employee performing remote broadcasts or remote cut-ins, shall be compensated as follows:
- 1. Remote broadcasts: No fees are payable for remotes or cut-ins designated as public service, promotional, or charitable when performed during the employees regular on-air shift. Should the employee be required to use his/her own vehicle, he/she shall be reimbursed according to Article 24. The employee will also be reimbursed any other expenses such as tolls or parking fees upon submission of receipts.
 - 2. Commercial remote cut-ins: All cut-ins performed out of shift will be paid at no less than \$150 per remote. Employees are permitted to set a higher flat rate fee to be submitted to the General Sales Manager and Accounting. The employee will be responsible for his/her own transportation and meal costs.

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

ARTICLE 26
VACATIONS

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

<u>LENGTH OF EMPLOYMENT:</u>	<u>VACATION:</u>	<u>ACCRUAL RATE:</u>
1 year	2 week0.83 days per month accrual rate
2 years to 9 years	3 weeks1.25 days per month accrual rate
9 years to 17 years	4 weeks1.66 days per month accrual rate
Over 17 years	5 weeks2.08 days per month accrual rate

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

26.3 Vacation pay shall be computed on the performer's weekly salary. For purposes of vacation entitlement, seniority shall be measured by the employee's length of continuous full-time service with the Company.

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

26.5 Each employee shall, by December 1st of each year, advise the Company, in writing, of his/her request for vacation to be taken in the vacation year commencing January 1st of the following year. Subject to the Company maintaining a sufficient and qualified work force, the Company will make every effort to approve vacation requests submitted by December 1st. The Company shall approve vacation requests in accordance with seniority. The vacation schedule shall be finalized and posted by January 15th of each calendar year. Any vacation requests not submitted by December 1st shall be scheduled by mutual agreement between the Company and the individual employee.

ARTICLE 27
HOLIDAYS

27.1 The Company recognizes the following paid Holidays:

New Years Day	Canada Day
Good Friday	Labor Day
Victoria Day	Thanksgiving Day
Civic Holiday	Remembrance Day
Christmas Day	Boxing Day

27.1.1 In recognition that some employees are American citizens who reside in the United States, and may wish to observe their country's holidays, the Company is prepared to allow such employees to substitute the holidays listed below in lieu of the holidays listed in Article 27.1.

It is understood and agreed that such employees shall on or about December 1 of each year advise their Department head of which holidays they wish to have substituted for the following calendar year. It is also agreed that no employee is entitled to more than ten (10) paid holidays. The holidays which may be substituted are:

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

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

<u>If a Holiday Falls On:</u>	<u>Employee is:</u>	<u>Compensation:</u>
(a) a scheduled work day	not required to work	7 hours at basic hourly rate
(b) a scheduled work day	required to work	2½ times basic hourly OR 1½ times basic hourly rate for all hours worked plus a day off
(c) a scheduled day off or	not required to work	7 hours at basic hourly rate vacation leave
(d) a scheduled day off	required to work	3 times basic hourly rate for all hours worked or 2 times basic hourly rate for all hours worked plus a day off.

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

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

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

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

ARTICLE 28

BY EC IES

- 28.1 All employees covered by this section shall be considered full-time employees of the Company, except as specifically provided for in ARTICLES 28.3, 28.4, 28.5, and 28.6.
- 28.2 **Probationary Employee:** New full-time employees shall be subject to a probationary period of ninety (90) worked days continuous service. The Company retains the right to discharge new employees during or at the end of the probationary period, and the discharge may not be made the subject of a grievance either by the employee or the Union. Subject to ARTICLE 21.2, the probationary employee shall not be subject to the provisions of this Agreement governing Discharge, Layoff, or Severance Pay. All other Sections of the contract shall apply as modified in this section.
- 28.3 **Regular Part-time Employees:** Regular part-time employees when used in this Agreement shall be defined as employees who are regularly scheduled to work twenty-four (24) hours or less in any given workweek. Regular part-time employees shall be subject to all provisions of this Agreement, and his/her seniority shall be subject to all provisions of this Agreement, and his/her seniority shall date from the first day of employment in the bargaining unit. Part-time employees shall be understood to require at least one (1) hour of preparation/production time for every live on-air shift. Part-time employees shall be assigned live on-air shifts with a minimum credit of at least three (3) hours.
- 28.4 **Freelance employees:** Although bargaining unit work (which includes all on-air work, such as, but not limited to, all programming, commercials, and remotes) may only be performed by full-time and regular part-time employees (and subject to the exceptions listed in Section 8.1), the Company may also hire up to two (2) freelance employees, so long as these freelance employees are paid at rates not less than the starting rates set forth in Section 32.
- 28.5 **Vacation Relief Employees:** The Company may hire vacation relief employees on a daily or weekly basis at the starting or probationary rate for the classification to which they are assigned plus overtime and penalties as earned for each week worked.
- 28.6 **Union Membership:** After ninety (90) working days, regular part-time employees and casual employees shall pay the Union for each twenty-one (21) days worked, ten dollars (\$10.00) until the amount equal to the Union initiation fee is paid. Thereafter, these employees shall pay the Union ten dollars (\$10.00) for each twenty-one days worked, said amount to be applied toward periodic uniform union dues required for membership retention.
- 28.7 The Company agrees that freelance employees and part-time employees will not be used as a means of reducing the size of the full-time bargaining unit by discharge or layoff.

ARTICLE 29
UNIT 174 ER

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

ARTICLE 30
FULL-TIME GROUP A, B, C

30.1 **DISC JOCKEY** Employees engaged in the preparation, production and performance of a live or recorded program and the voicing of assigned production (GROUP A).

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

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

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

**MORNING SHOW
PRODUCER/PARTICIPANT** This position will be responsible for the on-air production and preparation of the morning show. In addition, this position will include on-air duties such as hourly sportscasts and general banter with the Morning Show Host. The on-air duties shall be performed for approximately one-third (1/3) of the total on-air time of the morning show (GROUP C).

30.2 **Special Services:** Personal appearances, services not covered by this Agreement and/or special services on commercially sponsored programs shall be subject to individual bargaining between the employee and the Company prior to the execution of these special services. However, employees shall have the right to refuse any such assignment out of shift without penalty.

30.3 **Voice-tracking:** If required, full-time employees shall provide no more than one voice-track shift per week (to be performed during regular shift), at no additional cost to the Company. Additional voice-tracks will be paid at the following rates per shift. Part-time employees will

be paid using the same rates. Full-time employees who voice-track outside their shift shall be paid the Job Rate for each voice-track. The Company has no intention, at this time, of using voice-tracks to further replace full-time employees in the Bargaining Unit.

<u>Shift</u>	<u>Starting Rate (0-3 Years)</u>	<u>Job Rate (4 + Years):</u>
Monday - Friday (6 am - 7 pm)	\$40	\$55
Evenings/Weekend Daytime (7-Mid)/ (8 am - 7 pm)	\$35	\$45
Weekend Evenings/All Nights	\$25	\$30

* All current employees will be paid at the job rate.

** No premium pay shall apply to this Article

30.4 The Internet and Other New Broadcast Technologies: The Company shall have the right to simulcast the stations' signals on the Internet or other new broadcast technology without additional fees due to employees. The parties agree that any additional duties or work for the Internet or other new broadcast technology shall be negotiated prior to any such assignment.

ARTICLE 31 HOURS AND SCHEDULING OF WORK

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

31.2 Working Days: The term "working days" as used in this Agreement shall be defined as Monday to Friday and excludes Saturdays, Sundays and statutory holidays.

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

A supper allowance of six dollars (\$6.00) shall be paid to employees working more than three (3) hours overtime, and an additional meal allowance of six dollars (\$6.00) after six (6) hours overtime. Six dollars (\$6.00) shall be allowed to compensate employees for the cost of meals during their assignments, which are beyond a twenty-five (25) kilometer radius of the Windsor Radio Station.

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

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

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

In the event an employee is assigned to duty prior to the expiration of the twelve (12) hour turn-around, he/she shall be compensated in addition to basic salary, at the rate of time-and-one-half for hours worked during such turn-around period.

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

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

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

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

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

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

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

31.9 Working Days Off: Two (2) consecutive days off shall consist of forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus the turn-around period of twelve (12)

hours for a total of thirty-six (36) hours.

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

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

- 31.11 Excessive Hours and Safety: The Company agrees wherever possible not to assign excessive hours of work to employees. The Company will continue to give proper attention to the elimination of working conditions, which may be a hazard to health and safety of employees.
- 31.12 Outside Work: Prior to engaging in outside freelance activities, an employee must obtain written approval from his/her employer. Such request shall be given immediate attention and approval shall not be withheld unreasonably.

ARTICLE 32 **MINIMUM SALARIES**

- 32.1 Functional Groups A & B: All of those full-time employees as described in this ARTICLE where the majority of their regularly scheduled duties occur between 6:00 AM - 7:00 PM, Monday - Friday:

September 1, 2003 - Schedule reflects a 2% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$4,555	\$54,656
4-9 years	\$4,189	\$50,267
0-3 years	\$3,030	\$36,359

March 1, 2004 - Schedule reflects a 1% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$4,600	\$ 55,203
4-9 years	\$4,231	\$50,770
0-3 years	\$3,030	\$36,723

September 1, 2004 - Schedule reflects a 3% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$4,738	\$56,859
4-9 years	\$4,358	\$52,293
0-3 years	\$3,152	\$37,825

September 1, 2005 - Schedule reflects a 3% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$4,880	\$58,565
4-9 years	\$4,488	\$53,862
0-3 years	\$3,247	\$38,960

- 32.2 All other full-time employees in Functional Groups A & B, and employees in Functional Group C:

September 1, 2003 - Schedule reflects a 2% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$3,565	\$42,774
4-9 years	\$3,278	\$39,332
0-3 years	\$2,374	\$28,491

March 1, 2004 - Schedule reflects a 1% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$3,600	\$43,202
4-9 years	\$3,310	\$39,725
0-3 years	\$2,398	\$28,776

September 1, 2004 - Schedule reflects a 3% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$3,708	\$44,498
4-9 years	\$3,410	\$40,917
0-3 years	\$2,470	\$29,639

September 1, 2005 - Schedule reflects a 3% increase

<u>Seniority</u>	<u>Monthly</u>	<u>Annual</u>
Over 10 years	\$3,819	\$45,833
4-9 years	\$3,512	\$42,145
0-3 years	\$2,544	\$30,528

The above salary schedule reflects the minimum salary for scale employees.

On September 1, 2003, all scale employees shall receive a salary increase of 2% of their regular rate of pay.

On March 1, 2004, all scale employees shall receive a salary increase of 1% of their regular rate of pay.

On September 1, 2004, all scale employees shall receive a salary increase of 3% of their regular rate of pay.

On September 1, 2005, all scale employees shall receive a salary increase of 3% of their regular rate of pay.

32.3 Regular Part-time Employees;

<u>Functions</u>	<u>Pay Rate</u>	
i) On-Air Functional Groups A and B:		
September 1, 2003		\$25.53/hour
March 1, 2004		\$25.79/hour
September 1, 2004		\$26.56/hour
September 1, 2005		\$27.36/hour
ii) On-Air Functional Group C:		
September 1, 2003		\$20.51/hour
March 1, 2004		\$20.72/hour
September 1, 2004		\$21.34/hour
September 1, 2005		\$21.98/hour
iii) Weekend Evenings On-Air, News Reporter, Traffic Reporter, Overnight 11:00pm to 06:00am, Community Events Reporter:		
	<u>1st year</u>	<u>2nd year (on anniv. date)</u>
September 1, 2003	\$ 8.80/hour	\$10.25/hour
March 1, 2004	\$8.89/hour	\$10.35/hour
September 1, 2004	\$9.16/hour	\$10.66/hour
September 1, 2005	\$9.43/hour	\$10.98/hour

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

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

ARTICLE 33
COMMERCIALS TO OTHER MEDIA OR STATIONS

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

ARTICLE 34
CONFLICTING LAWS

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

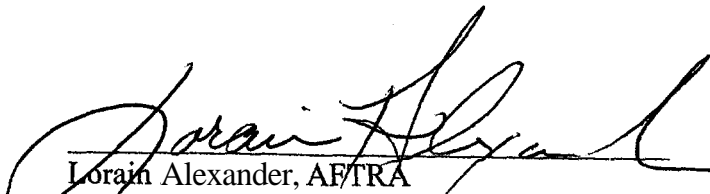
ARTICLE 35
TERMS OF AGREEMENT

35.1 This Agreement shall be effective September 1, 2003 and will continue in full force and effect through August 31, 2006 and from day to day thereafter, unless either party desires to modify or terminate the Agreement and notifies the other party in writing of its desire to terminate or modify at least thirty (30) **working** days prior to August 31, 2006, or prior to the intended termination date.


35.2 It is understood that the salaries set forth in this Agreement shall be effective as of September 1, 2003, and thereafter for the duration of this Agreement.

ARTICLE 36
RATIFICATION

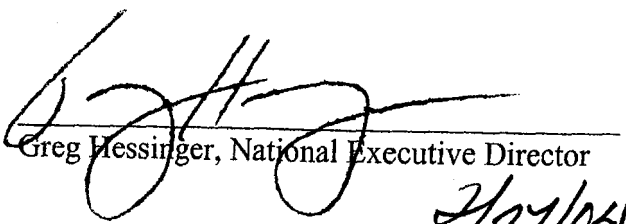
36.1 This Agreement is subject to and shall become effective upon receipt by the Company of notice from the Union that this Agreement has been ratified, and this Agreement must be countersigned by the National Executive Director of the Union in the space provided below.



Lorain Alexander, AFTRA
National Representative



Eric Proksch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited



Greg Messinger, National Executive Director
2/27/04

LETTER OF AGREEMENT #1

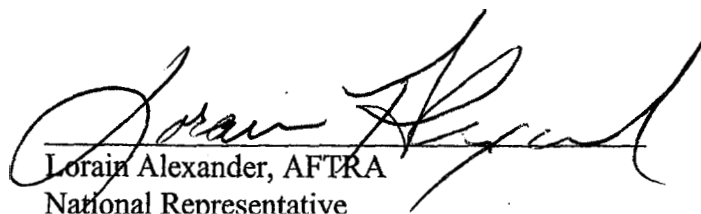
BETWEEN: CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as "the Company"

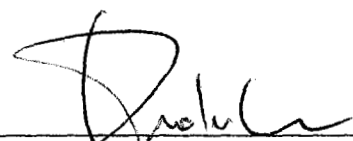
AND: AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DETROIT BROADCASTING DIVISION, hereinafter referred to as "the Union."

It is understood and agreed that Ron Stang is not covered under the collective bargaining agreement between the Company and the Union; however, in the course of his duties, Ron Stang performs on-air for a maximum of less than five (5) minutes per day. It is agreed that the status quo will continue while he remains employed by the Company, as follows:

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

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO AGREED AT WINDSOR, ONTARIO THIS 12TH DAY OF MAY, 2000.


Lorain Alexander, AFTRA
National Representative


Eric Proksch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited


LETTER OF AGREEMENT #2

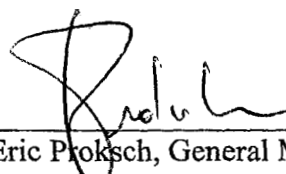
BETWEEN: CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as "the Company"

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

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

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO AGREED AT WINDSOR, ONTARIO THIS 12TH DAY OF November, 2003.


Lorain Alexander, AFTRA
National Representative


Eric Proksch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited

LETTER OF AGREEMENT #3

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

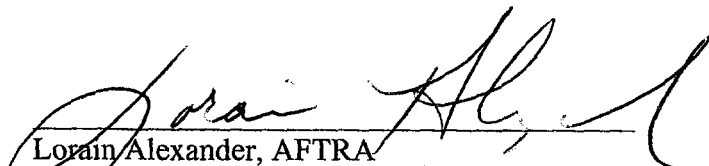
AND: AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DETROIT BROADCAST DIVISION, hereinafter referred to as "the Union".

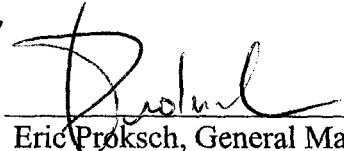
Recognized Exceptions to Article 8: (Jurisdiction)

The parties agree that the Company will continue to utilize Robb Duncan in the same capacity as his services have been utilized to date.

The parties further agree that the Company may continue to use outside contractors to provide traffic reporting.

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO **AGREED** AT WINDSOR, ONTARIO THIS 12TH DAY OF November, 2003.


Lorain Alexander, AFTRA
National Representative


Eric Proksch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited

LETTER OF AGREEMENT #4

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

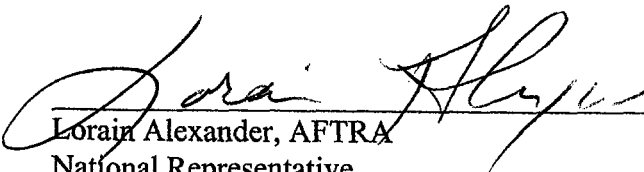
AND: AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DETROIT BROADCAST DIVISION, hereinafter referred to as "the Union".

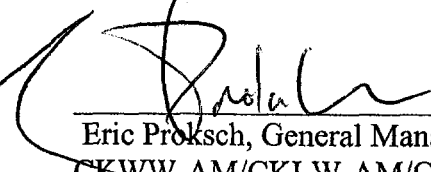
The parties have agreed to the CHUM vacation schedule. In comparison to the former vacation schedule in the 2000 – 2003 collective bargaining agreement, the CHUM schedule would increase the current number of earned vacation weeks in some areas and reduce them in others. The Company will honor the four (4) weeks vacation for the four individuals named herein, that are within one and a half (1-1/2) years of moving to four weeks of vacation under the prior schedule. In addition, employees who currently enjoy four (4) weeks vacation shall continue to do so, therefore shall suffer no loss of vacation weeks as a result of transitioning to the new CHUM schedule

Employees Covered by this Letter Of Agreement are:

1. Holly Hutton
2. Chuck Urquhart
3. Mike Kakuk
4. Teresinha Medeiros

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO AGREED AT WINDSOR, ONTARIO THIS 12TH DAY OF November, 2003


Lorain Alexander, AFTRA
National Representative


Eric Proksch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited

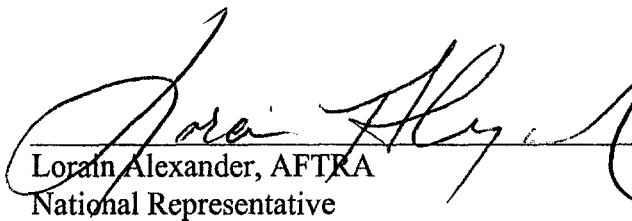
LETTER OF AGREEMENT #5

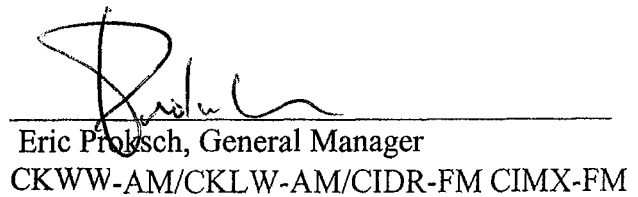
BETWEEN: CKWW-AM/CKLW-AM/CIDR-FM/CIMX-FM, DIVISIONS OF CHUM LIMITED, hereinafter referred to as "the Company"

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

The parties agree that the **Company** will allow a union representative to participate in new employee orientation meetings. The union representative shall be allowed a reasonable amount of time to discuss the AFTRA new membership package **and** provide said employee with a copy of the collective bargaining agreement.

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO AGREED AT WINDSOR, ONTARIO THIS 12TH DAY OF November, 2003.


Lorain Alexander, AFTRA
National Representative


Eric Protsch, General Manager
CKWW-AM/CKLW-AM/CIDR-FM CIMX-FM
Divisions of CHUM Limited

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