



COLLECTIVE AGREEMENT

between

Metro Radio Group

and

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

Effective from

1 March 2002

to

31 March 2004

10856(04)

Table of Contents

ARTICLE 1 - INTENT.....	1
ARTICLE 2 - DEFINITIONS & EMPLOYEE CATEGORIES.....	1
ARTICLE 3 - MANAGEMENT'S RIGHTS.....	3
ARTICLE 4 - UNION RIGHTS.....	4
ARTICLE 5 - NONDISCRIMINATION.....	5
ARTICLE 6 - STRIKES, LOCKOUTS & STRIKE-BREAKING.....	5
ARTICLE 7 - GRIEVANCE PROCEDURE.....	5
ARTICLE 8 - REPORTS ON PERFORMANCE.....	7
ARTICLE 9 - SENIORITY RIGHTS.....	8
ARTICLE 10 - JURISDICTION & DUTIES. JOB DESCRIPTIONS	11
ARTICLE 11 - EMPLOYEE BENEFITS.....	12
ARTICLE 12 - TRAVELING EXPENSES AND PROVISIONS.....	15
ARTICLE 13 - HOLIDAYS AND VACATIONS.....	16
ARTICLE 14 - GENERAL MATTERS	20
ARTICLE 15 - HOURS AND SCHEDULING OF WORK	21
ARTICLE 16 - HEALTH AND SAFETY.....	22
ARTICLE 17 - MEAL AND BREAK PERIODS.....	23
ARTICLE 18 - GENERAL WAGE PROVISIONS.....	24
ARTICLE 19 - DURATION OF THE AGREEMENT.....	26
APPENDIX "A" - LETTER TO ARBITRATOR.....	26
LETTER OF INTENT - FUNCTIONAL GROUPS	28
LETTER OF AGREEMENT #1 - ALTERNATE WORK SCHEDULES.....	28
APPENDIX "B" - LAYOFF NOTICE.....	29

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 fill-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.

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 Sun Radio Ltd.

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

CEP Local 920M

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

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.

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

Metro Radio

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	CIEZ Program Director
V	Talk Show Producer

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

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

- (e) **to** determine the location, number and size of plants, and portions thereof;
- (b) to determine the choice of machines and **technical** equipment, the procedures **and standards** of operations and the contents of programs;
- (c) to decide the number of employees and the operating **schedule**;
- (d) to select, **hire**, promote, transfer, layoff, suspend, discipline, or discharge **an** employee for just cause and to maintain order and efficiency of the 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; and to **enforce** same.

All **this** subject to the **limitations** of **this** Agreement.

CEP Local 920M

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. ~~M e r~~, 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.

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.

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.

Metro Radio

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.

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.

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.

CEP Local 920M

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~~ 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 ~~of~~ the grievance under Step 2.

STEP THREE

Unresolved Grievances shall ~~then~~ be ~~referred~~ referred to the General Manager or designee, and the ~~Union~~ Regional Office Representative and Local President for ~~further~~ further discussion and consideration. Should the grievance ~~remain~~ 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~~ 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.

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~~ following the exercise of the grievance procedure, ~~wishes~~ 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~~ intention to arbitrate, at the same time specifying one of the following list of arbitrators as ~~being~~ not acceptable:

Innis Christie
Greg North
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~~ striking one of the remaining arbitrators from the list and the parties shall continue to alternate ~~striking names~~ 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~~ agreement in selecting an alternate arbitrator, either party may request the ~~Minister~~ Minister of Labour to appoint an arbitrator.

7.3.3

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

Metro Radio

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.

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.

CEP Local 920M

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.

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.

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.

Metro Radio

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** be permanently **transferred** to another job classification or a position 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:

- 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.

CEP Local 920M

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,
- 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.

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 resumes 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.

Metro Radio

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 employee, 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.

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.

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;

CEP Local 920M

- (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.

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 the 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
- visioncare
- **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 CHUM Limited Employee Benefit Plan, January **1996** edition **as** 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 **as** 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

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.

Metro Radio

- 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,
- 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 **am** 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.

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.

CEP Local 920M

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.

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.

Metro Radio

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.

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 twenty-two (22) 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.

CEP Local 920M

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.

The Company will absorb all costs of moving for employees they terminate. The Company will also absorb all moving costs for employees who remain with the Company for at least one (1) year.

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.

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.

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:

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

Metro Radio

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.

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.

Statutory Holiday On	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 (min. 7 1/2 hours) plus 1 Extra Off	2 x Basic
Scheduled Day OFF - WORK	3 Extra Off	2 x Basic
Vacation	1 Extra Off	N/A

CEP Local 920M

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 the end of the **year** following the **year** in which they were accumulated.

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**.

less than one (1) year of completed service:	one (1) day for each month of completed service to a maximum of ten (10) days;
1 to 8 years of completed service:	three (3) weeks;
9 to 20 years of completed service:	four (4) weeks
21 years or more of completed service	five (5) weeks

On the ninth (9) and twenty-first (21) **anniversary** of an employee's hire they will be credited with an extra week of vacation **with** pay.

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**.

Metro Radio

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

~~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.

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.

CEP Local 920M

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 -- \$12.50 to a **maximum** of \$37.50 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.

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: \$60.00 **per** hour

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

Facilitator for "Experts **on** Call": \$100.00 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.

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.

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.

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.

Metro Radio

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 12:01 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.

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~~ ~~quest~~ 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.

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~~.

CEP Local 920M

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 (500 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 pager, and
- b) be provided transportation, and
- c) be paid fifteen (\$15) per day, or seventy-five (\$75) per week, and
- d) receive regular overtime as per Article 15 if they are called

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.

Metro Radio

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.

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.

CEP Local 920M

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.

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.

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 the AM Programming Department and the Employee assigned to perform the Music Director function in the FM 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 Supervisor function in the Production Department shall receive a rate of pay equal to nine percent (9%) higher than the Producer wage rate.

Metro Radio

18.4.2

The Employee assigned to perform the Creative Supervisor function in the Creative Department shall receive a rate of pay equal to nine percent (9%) higher than the Creative Writer wage rate.

18.5 Wage Schedule

A	Production Assistant / Operator, Receptionist.	\$537.00
B	Traffic Clerk	\$622.00
C	Accounting Clerk, Talk Show Producer, Sales Assistant	\$653.00
D	Creative Writer, FM Swing Announcer, Promotions Coordinator, Newsperson	\$684.00
E	AM Morning CO-host, FM Morning Co-host FM Midday Announcer, Producer, Morning Newsperson, Broadcast Engineer, Production Supervisor, Creative Director	\$766.00
F	MI Mom Announcer, AM Morning Announcer, FM Drive Announcer	\$860.00

Employees who are paid above the rates in Article 18.5 will receive a wage adjustment equal to 4.0% as of March 1st, 2002.

18.6

The wage amounts shown in Article 18.5 shall be adjusted annually as of April 1st commencing April 1, 2003 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 March from the most recent year's CPI amount for March and dividing that amount by the previous March'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 March 2001 114.7

CPI March 2002 116.5

The difference of 1.8 divided by 114.7 = 1.6% 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.

For example:	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.

CEP Local 920M

ARTICLE 19 - DURATION OF THE AGREEMENT

19.1

This agreement shall remain in force until **March 31, 2004** 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 parties hereto have hereby **affixed** their signatures by their duly authorized representatives **this** 10th day of July, **2003**.

Metro Radio Group

The Communications, **Energy**
and Paperworkers **Union** (CEP)

Metro Radio

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:~~

David Murray

Barney Dobbin

Enclosure

CEP Local 920M

LETTER OF INTENT - FUNCTIONAL GROUPS

The parties also agree to the intent that if both Peter Harrison and Doug Reynolds cease to be employees of the Company or transfer to another Functional Group then Functional Group U, 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.

Metro Radio

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**