

Collective Agreement

Between

**Communication, Energy & Paperworkers Union of Canada
CLC**

and

**Newcap Inc.
CHNO-FM**

**Begins:
09/01/2003**

**Terminates:
08/31/2005**

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THIS AGREEMENT executed between

Newcap Inc.
CHNO-FM

hereinafter referred to as the "Company"

Party of the First Part

-and-

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

hereinafter referred to as the "Union"

Party of the Second Part

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, friendly spirit and open and honest communication 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.

ARTICLE 2 – SCOPE AND DEFINITIONS

- 2.1 Pursuant to the certificate of the Canada Industrial Relations Board dated December 7, 1990 (as amended July 10, 1995), the Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Newcap Inc., and its radio station CHNO-FM employed in Sudbury, Ontario, excluding:

Program Director
News Director
Sales Persons
Sales Manager
Continuity Director
Chief Engineer
Sales Secretary
Director – Sudbury Radio
General Manager
Director Finance and Administration
Director Engineering
Director, Sales and Regional Markets
Executive Secretary to Director, Sales and Regional Markets
Executive Secretary to Director Finance and Administration
Director, Corporate Promotions
Co-op Director
Traffic Manager
Accounts Payable Supervisor
Accounts Receivable Supervisor
Payroll Supervisor

- 2.1.1 Where an excluded classification is occupied by more than one person, all such persons are excluded from the bargaining unit.
- 2.1.2 The term employee as used in this Agreement shall mean any person employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future, unless the parties by mutual consent decide to exclude such new job or classification, or the Company submits the matter to the Canada Industrial Relations Board for a decision.
- 2.2 **Employee Categories** – All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring and, in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore. During the probationary period, an employee may be released for reasonable cause.

2.3 A part-time employee is defined as one hired on a regular or occasional basis to cover peak work periods, maternity leave, leaves of absence, summer relief, or to work on specific projects of a pre-determined length of time. Such employees shall be paid on an hourly basis at a rate equal to 1/40 or 1/35 of the weekly salary of the wage group to which the employee is assigned.

2.3.1 All articles of this Agreement shall apply to part-time employees, except as hereinafter provided:

(a) Article 9.1 – Company seniority will be applied separately for part-time employees as a group distinct from full-time employees.

Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for a further three (3) months and, in such event, will advise the Local Union of the extension prior to the end of the probationary period. During the probationary period, an employee may be released for reasonable cause.

(b) Articles 9.3 and 9.4 – However, when part-time persons are laid off, it is agreed that the following shall be applicable:

- 1: Part-time employees working on a regular weekly basis shall be given two (2) weeks notice in advance of the proposed layoff, or two (2) weeks pay in lieu of notice [based on average number of hours worked in previous thirty (30) days].
- 2: Part-time employees hired to work on a specific project, production, vacation, leaves of absence or maternity relief for a specific period of time, shall be considered to have received notice at the time of hiring.
- 3: Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

- (c) Part-time employees shall receive a payment of seventy-five cents (75¢) per hour for each hour worked or credited in lieu of the benefits contained in Article 11 or may elect to join the Company's benefit plan when eligible. An employee may join the Company's benefit plan if they regularly work at least 15 hours per week and have been employed for at least three (3) months.
- (d) Articles 13.1 and 13.1.2 shall apply as to vacation credits and scheduling, however, vacation pay will be calculated at the rate of four percent (4%) of gross earnings and six percent (6%) of gross earnings after five (5) years of service.
- (e) Article 13.2 shall apply except that part-time employees shall be entitled to pay for a general holiday on which they do not work, calculated on the basis of one twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.
- (f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum of twenty-five (25) hours per week. The maximum hours per week shall not apply when part-time employees are hired for purposes of vacation relief or maternity leave or leave of absence.
- (g) Article 15 – However, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours or six and one-half (6 ½) hours for Radio Announcers on the weekends, and in such event, such first meal period shall be inclusive of hours worked. Meal periods will be assigned in accordance with Article 15.
- (h) Article 16.2 – Part-time employees will be placed on a step in the wage scale of the classification to which they are assigned at the time of hiring.

Progression through the salary scale shall occur, as provided in Article 16.2, on the following basis:

- (i) a six-month increment will require a total of 1,040 hours or 910 hours credited or worked, depending on the job classification of the part-time employee, or
- (ii) a yearly increment will require a total of 2,080 or 1,820 hours credited or worked depending on the job classification of the part-time employee.

- 2.3.2 The Company agrees that part-time employees will not be hired to replace or eliminate existing full-time positions or to avoid the rehiring of persons on layoff.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 It is recognized that the management of the Company, the control of its properties, and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.
- 3.2 Other rights and responsibilities belong to the Management of the Company and hereby recognized, prominent among which, but by no means wholly inclusive, are: Determination and control of all programmes; determination of format; the right to decide the number and location of plants; the amount and type of supervision necessary; of machinery and technical equipment; methods, procedures and standards of operation; determination of qualifications necessary to perform the work; judgment and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.
- 3.3 It is further recognized that the responsibility of the Management of the Company for the selection, direction and determination of the size of the work force, including the right to hire, transfer, or promote or relieve employees from duty because of lack of work, or suspend, discipline, demote, or discharge an employee who has completed their probationary period for just and sufficient cause or a probationary employee for reasonable cause is vested exclusively in the Company.
- 3.4 The rights referred to in paragraphs 3.1, 3.2 and 3.3 above shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION RIGHTS

- 4.1 **Dues Check-off** – During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, 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 basic earnings, and the same percentage shall be deducted on all additional earnings. The Company

will be notified by registered mail of any changes in the present rate of deductions thirty (30) days prior to any required changes.

4.1.1 The Company agrees to remit the monies so deducted to the Union or its nominee, within two (2) weeks of every second pay period, by cheque, payable in Canadian funds. The Company shall provide the Union with a monthly computer disk in an ASCII format detailing the following information:

1. Employee name and address
2. Gender
3. Classification title, salary and seniority
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the company since the last payment, including the name of any employee going on or returning from child care leave.

4.1.2 Each year the Company will indicate on the T4 slip issued to employees, the total amount of dues deducted at source and forwarded to CEP.

4.2 **Notice to Union** – The Company shall mail or fax one copy of the following to the Union at its regional office and to the Local Union Secretary. Failure to provide the information shall not invalidate any action of the Company.

- (a) Within ten (10) calendar days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (e) The Company shall, when notifying a person of their acceptance as an employee, provide in writing the starting rate of pay and the classification to which the employee is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same

time, a copy of the current Collective Agreement, which shall be supplied by the Union.

4.3 Union Access to Premises – A representative of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the conditions of this Agreement at any operating unit of the Company, with the permission of the Company (which shall not be unreasonably withheld), and free from the unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner as not to interfere with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the representative entitling them to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

4.4 Bulletin Boards – The Company agrees to the posting by the Union on scheduling boards of announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union.

The Company agrees to furnish a Notice Board exclusively for the posting of Union notices.

The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times.

4.5 Leave of Absence for Union Functions – Leaves of absence without pay and without loss of seniority or benefits shall be granted, subject to the requirements of efficient operations, upon request to the Employer for employees elected or selected to represent the Union at Union Conventions, Conferences and/or schools, and at functions of any labour organizations with which the Union is affiliated, provided reasonable notice is received.

Such leave not to exceed seven (7) working days per employee in one (1) year. The duly elected President or Vice-president of the Local Union shall be allowed ten (10) working days. For the purpose of this article there shall be a maximum of an aggregate total of twenty-five (25) days leave for Union functions in each calendar year.

4.5.1 Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to three (3) employees to attend negotiating sessions with Management. A request for such release shall be submitted seven (7) days in advance of the first meeting.

4.5.2 Leave without pay or benefits will be granted to any employee who accepts a full-time elective position with the Union for a period not exceeding four (4) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company, on receipt of a written request of the employee and the President of the Union. During this period, there will be no accrual of seniority or benefits. Established seniority will be maintained.

4.5.3 Vacancies created by such leaves may be filled by the Company on a temporary basis or with part-time employees.

ARTICLE 5 – NON-DISCRIMINATION

The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, disability, or religious or political affiliation.

The parties hereto mutually agree that they are desirous of maintaining a working environment which is free from sexual and/or racial harassment. The parties agree that matters relating to sexual and/or racial harassment will be referred to the Union/Management Committee which will discuss and attempt to resolve the matters referred to it.

For the purposes of this clause, “sexual harassment” includes:

- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows, or ought reasonably to know, that such attention is unwanted; or
- (b) implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or

- (d) sexually oriented remarks *and/or* behaviour which may reasonably be perceived to create a negative psychological *and/or* emotional environment for work.

5.2.2 For the purpose of this clause, “racial harassment” includes:

Engaging in a **course** of comment or conduct that is known, or ought reasonably to be known, to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of their race, colour, creed, ancestry, place of origin or ethnic origin.

5.2.3 In the event that the Union/Management Committee does not resolve the matter within fourteen (14) calendar days, an employee may file a grievance in accordance with Article 7, or the employee may file a complaint to the Canadian Human Rights Commission.

5.3 **Personal Harassment**– The parties hereto mutually agree that they are desirous of maintaining a working environment which is free from all forms of harassment. The parties agree that matters relating to such harassment will be referred to the Union/Management Committee which will discuss and attempt to resolve the matters referred to it. Such harassment will include verbal threats, intimidation, physical assault, or behaviour which endangers an individual’s job or economic livelihood. Supervisory responsibilities including disciplinary action, which are carried out in good faith, are not considered to be harassment.

5.3.1 In the event that the Local Union/Management Committee does not resolve the matter within fourteen (14) calendar days, the complaint shall be referred immediately to the Vice-president Human Resources or their designee. In the event the complaint is not settled the employee may grieve pursuant to this provision only on the basis that the company dealt with the complaint in a manner that was arbitrary, discriminatory, or in bad faith. In that event only, the arbitrator, can review the merits of the complaint.

5.3.2 It is understood that bargaining unit employees shall have access to the process contained in the Company’s Personal Harassment Policy, as amended from time to time.

ARTICLE 6 – NO STRIKE CLAUSE

- 6.1 The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout **of** any of its operational locations during the term of this Agreement.
- 6.2 The Company will not require any employee to perform the duties of any other person who is engaged in a lawful strike or to originate a program or programs expressly for the purpose of strike breaking.
- 6.3 An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect where the employee has good reason to believe that such crossing may endanger their person or property. Failure to cross such a picket line shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 7 –GRIEVANCE PROCEDURE

- 7.1 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.2 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. Such grievances may be taken up in the following manner and sequence:

STEP 1: The grievance shall be reduced to writing and a copy thereof delivered to the Manager or their delegate within ten (10) working days of the occurrence of such grievance. Failing settlement, the Manager or delegate shall deliver their decision in writing within five (5) days following the discussion of the grievance. Failing settlement:

STEP 2: Within five (5) days after the decision in Step 1, the grievor may submit their grievance to the Director or their delegate. The Director shall, within five (5) days of receiving the grievance, convene a meeting with the Local Grievance Committee consisting of not more than three (3) members. The grievor may also attend, and the Director or their delegate may have such assistance at the meeting as they require. The decision of

the Director shall be delivered in writing within five (5) days of the meeting.
Failing settlement:

STEP 3: Within ten (10) days after the decision in Step 2, the dispute shall be referred to the General Manager and the Union office for further discussion and consideration. The General Manager shall deliver their reply, in writing, within ten (10) days. Failing settlement:

STEP 4: Within ten (10) days of the Step 3 decision, the Union may, by written notice to the Company, submit the grievance to final and binding arbitration. The parties shall, within ten (10) working days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) working days, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of the arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcript without express consent.

- 7.3 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement.
- 7.3.1 The arbitrator shall have the authority to substitute a penalty different from the penalty imposed by the Company where the arbitrator is satisfied that such substitution is appropriate.
- 7.4 If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.
- 7.5 **Time Limits** – The parties acknowledge that they will exercise all best efforts to adhere to the time limits set out in both the grievance and arbitration procedures.
- 7.6 Members of the Grievance Committee shall suffer no loss of pay or benefits while attending grievance meetings with the Company.

ARTICLE 8 – REPORT ON PERFORMANCE

- 8.1 An employee shall be notified, in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their supervisor. The employee shall be furnished with a copy of any complaint or accusation

which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against them at any time.

- 8.2 The employee's reply in writing to such complaint or accusation if received within ten (10) working days after they have been given the notice referred to in Article 8.1 above, shall become part of the employee's record. If such reply is not received, it will not become part of their record for use by them at any time.
- 8.3 An employee shall have access to their personnel performance file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.
- 8.4 Disciplinary notices will not be relied on to justify subsequent disciplinary penalties if in the two (2) years following the issuance of the notice no other discipline is received by the employee. In no event shall disciplinary notices issued prior to December 7, 1990 be relied on for any purpose.

ARTICLE 9 – SENIORITY

- 9.1 Company seniority shall be deemed to have commenced on the last day of hiring by the Company or by any of the predecessor companies and shall be equal to the length of continuous service with the Company. Seniority shall be applied, in the manner prescribed in this article, in layoffs, rehiring after layoffs, promotion, severance pay and the choice of vacation periods.
 - 9.1.1 Seniority credit shall continue to exist but not accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.
- 9.2 **Job Posting and Promotions** – Where a vacancy (other than of a temporary nature) occurs in any job which the Company decides to fill, notice of such vacancy shall be posted for a period of five (5) days.
 - 9.2.1 The applicant with the most Company seniority shall, if they meet the qualifications set for the position by the Company, be selected. However, the parties recognize that “on-air” classifications require a standard of performance that is not capable of definition in solely objective terms. The employee with the most Company seniority who meets such standards of performance, in the opinion of the Company, shall be selected to fill the vacancy in an “on-air” classification. The Company may hire applicants

from outside the bargaining unit where no qualified employees apply and are accepted for the position.

- 9.2.2 An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of three (3) months; however, the period may be extended up to a total of six (6) months after discussion between the Union and the Company. The Company may at any time during this trial period, return the employee to their former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that their promotion has been made permanent.
- 9.2.3 Should an applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with the employee, if so requested, why their promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect their opportunities for advancement.
- 9.3 **Layoffs** – Where the Company decides to effect a layoff, the layoff shall proceed in inverse order of Company seniority within those job functions affected except where the layoff affects an “on-air” classification. When an “on-air” classification is affected, the Company will retain the most senior employees provided they meet, in the opinion of the Company, the standards of performance referred to in Article 9.2.1.
- 9.3.1 An employee about to be laid off from one job function, who has the occupational qualifications in another job function, may apply their seniority and revert to such other function(s). No employee is to be displaced by a more senior employee unless the latter possesses the requisite skills, ability, occupational qualifications, as determined by the Company to perform the job filled by the employee with less seniority. It is understood and agreed that an employee with the qualifications may require a reasonable period of familiarization in the new classification. An employee shall exercise the bumping rights within five (5) days notice of the layoff.
- 9.3.2 An employee who has reverted through layoff to another group and whose basic salary is higher than the maximum of this group, shall continue to receive the higher salary which shall be frozen (red circled) until such time as the salary in the lower rated job surpasses the employee's frozen salary and then such employee will proceed in the scale in accordance with Article 16.7.
- 9.3.3 The Company shall provide to the Union and the affected employees at least six (6) weeks notice of the layoff. In lieu of such notice, the Company may provide six (6) weeks salary to the affected employees.

9.3.4 The Company will continue to pay on behalf of persons on layoff its share of the premiums for the group health plan (except STD, LTD and pensions) for up to a maximum of six (6) months or until the person finds other employment, whichever comes first.

9.4 Where no employees are selected pursuant to Article 9.2.1, the Company shall rehire those persons on layoff in the order of the seniority they possessed at the time of layoff provided they are qualified to perform the available work. However, the rehiring of persons for “on-air” positions is subject to their meeting, in the opinion of the Company, the standards of performance as referred to in Article 9.2.1.

9.4.4 Individuals who have been laid off shall enjoy preferential rights for rehiring (“recall rights”) for twelve (12) months following layoff.

9.4.5 Notice of recall shall be directed by registered mail to the individual’s last known address. It shall be the individual’s responsibility to keep the Company informed of their current address.

9.4.6 The recalled person must notify the Company of their intention to return to work pursuant to the recall notice within eight (8) working days of the mailing of the recall notice by the Company.

9.4.7 Where there are no persons on layoff qualified to perform the available work, the Company may fill the vacancy at its discretion.

9.4.8 Persons on layoff whose recall rights have expired shall receive severance pay in the amount of five (5) days wages per completed year of continuous service. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. This severance pay shall be deemed to include any severance required pursuant to any statute.

9.5 **Computation of Seniority after Uninterrupted Service** – In the event an employee with more than one (1) year Company seniority is laid off or transferred to a position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if the employee returns to the status of an employee within twelve (12) months, or
- (b) If the employee returns to the status of an employee after twelve (12) months have elapsed, their Company seniority upon their return shall be that which the employee had on the effective date of such layoff or transfer.

9.6 Discharge and Demotion – The discharge or demotion of any employee, except for probationary employees as provided in Article 2.2, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

9.6.4 Article 9.6 is subject to the fact that the parties agree that broadcasting requires the continued maintenance of high standards of performance which, with respect to the “on-air” announcing staff, are not capable of definition in solely objective terms. The parties therefore agree that the Company has the right to dismiss or reassign an employee who, in its opinion, fails to achieve such standards of performance. Such right shall not be exercised in an arbitrary or discriminatory manner and, not sooner than forty-five (45) days after an employee has been warned at least twice, by written notice, (which notice shall describe in reasonable detail the manner in which such employee is alleged to have fallen short of such standards of performance), and the Company shall use its best efforts to give direction and assistance to such employee to achieve such standards of performance.

Such rights to dismiss or reassign an employee shall not be used as a disciplinary measure and shall be in addition to and not in substitution for its right to apply discipline, which may only be exercised for just cause.

An employee who is dismissed under the terms of this Article shall be entitled to four (4) weeks notice, or pay in lieu thereof. In addition, the employee shall receive severance pay in the amount of one week pay for each year of service, or part thereof.

ARTICLE 10 – CONTRACTING OUT AND TECHNOLOGICAL CHANGE

10.1 The Company agrees that it will not permit non-bargaining unit employees to perform work normally performed by the bargaining unit to the extent that bargaining unit employees are laid off as a result thereof. Notwithstanding the foregoing it is agreed that the Company shall not be required to alter its existing practices or methods.

10.2 The Company agrees to consult the Union by way of a Management-Union Committee on the potential contracting out of any work within the bargaining unit. This consultation is intended to provide the Union an opportunity at the earliest possible stage to:

- (a) obtain information on the Company’s objectives, the nature of the work, and who is affected.

- (b) provide alternatives to the Company in areas of cost reduction and operational efficiencies in order to achieve the stated objectives.

The Company shall be required to fully disclose its business case to the Union in order that (a) and (b), above, can be met. Should an alternative not be found it is agreed that the Company shall be allowed to contract the work out only if it has a cost-effective business case to do so.

An affected employee will receive at least six (6) weeks notice of redundancy or six (6) weeks equivalent pay in lieu of notice. An affected employee shall be entitled to exercise their seniority rights in accordance with Article 9 or may elect to receive a separation allowance equal to one (1) month's pay for each year of service or major portion thereof with the Company to a maximum of fifty-two (52) weeks pay.

It is agreed that the Company shall not use the foregoing provisions in an arbitrary, discriminatory or bad faith manner nor shall it use such provisions to threaten or undermine the existence of the bargaining unit.

Should a grievance arise concerning the conditions as set out above, the parties agree to proceed directly to arbitration without need for further discussion. If the parties cannot agree on the name of an arbitrator, within ten (10) business days, it is agreed that the Minister of Labour shall be asked to appoint an arbitrator without delay. It is agreed that the arbitrator shall have the power to require the parties to attend a hearing regarding such grievance within thirty (30) days and shall render a decision within twenty (20) days after the hearing has concluded.

The arbitrator shall have the power to fully reinstate an affected employee if the arbitrator decides that the provisions of this article have not been adhered to or to provide such other remedy or relief the arbitrator determines is appropriate.

- 10.3 Notwithstanding any other provisions in this Collective Agreement, the parties recognize that the Company may, from time to time, introduce new technology and new devices in order to maintain or to improve its competitive position. Similarly, the Company may replace "on-air" broadcasting which presently originates in Sudbury with programming which originates elsewhere. The parties further recognize that layoffs of staff may occur as a result of these changes, and the Company agrees that such layoff will be effected in accordance with Article 9. In the event of a layoff for the above reasons, an employee shall receive at least six (6) weeks notice of the layoff. In addition, the employee shall receive severance pay in the amount of one (1) month's pay for each year of

service, or part thereof with the Company, to a maximum of fifty-two (52) weeks pay.

ARTICLE 11 – EMPLOYEE BENEFITS

- 11.1 **Sick Leave** – Sick leave means the period of time an employee is absent from work (if more than two (2) hours) by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify their supervisor, as soon as possible, or at least four (4) hours before their shift commences, except for employees on a morning shift where at least one (1) hour's notice will be given.

Weekly Indemnity coverage shall commence on the eighth (8th) day of illness or on the first (1st) day of an accident or hospitalization. Employees on Weekly Indemnity coverage shall receive 66.7% of their regular rate of pay, to a maximum of nine hundred (\$900) dollars per week in accordance with the Company's STD plan. Coverage will be to a maximum of seventeen (17) weeks at which time Long Term Disability coverage comes into effect.

- 11.1.1 Sick leave credits accrue to an employee at the rate of three-quarters (3/4) of a day per month. Unused sick leave credits are cumulative but have no cash value. If an employee is eligible for Weekly Indemnity which covers two-thirds (2/3) of the employee's salary, unused sick leave credits may be used to make up the one-third (1/3) difference to a maximum of seventeen (17) weeks. Available sick leave credits will be used to cover the days until Weekly Indemnity takes effect.

- 11.1.2 The employee shall offer proof, satisfactory to the Company, of their illness of three (3) days or more, if requested to do so by the Company

The Company reserves the right to request the employee to submit to a medical examination by a physician of its choice and at the Company's expense. This may be required when it is necessary to establish the state of health of a particular employee or to determine the cause of the excessive absenteeism if satisfactory proof has not been provided. At the time of the examination, the employee will be advised whether they are well enough to return to work.

The results of the examination including the likely length of the illness or disability will be conveyed in writing by the Company's physician to the employee or the employee's personal physician at the same time it is communicated to the Company's Human Resources Department. The Human Resources Department shall only communicate whether or not the

employee's medical absence is supported unless it has received specific written release from the employee to provide detailed medical information.

11.1.3 Absence of less than three (3) months because of illness or incapacity shall not interrupt an employee's accumulation of vacation credits.

11.1.4 In cases of total disability and following the expiration of sick leave and weekly indemnity, the employee will be covered under the Long Term Disability Plan.

11.2 Maternity Leave/Child Care – The Company shall grant maternity leave of absence for a period of seventeen (17) weeks without pay. Upon application, the Company shall grant up to an additional thirty-five (35) weeks child care leave without pay. During the maternity and child care leave, seniority credits and fringe benefits contained in Article 11.3 continue to apply and the Company shall pay its share of the cost of such benefits. Vacation credits and payments for holidays shall not apply while on maternity leave. This Article shall also apply for the legal adoption of a child, except the legal adoption of a spouse's child.

It is recognized that with respect to maternity leave, Article 11.2 fulfils the Company's obligations under Section 206 of the Canada Labour Code.

11.2.1 A male employee shall be entitled to paternity leave of two (2) days, with pay, at the time of the birth or adoption of a child.

11.3 Medical and Group Insurance – The Company agrees to continue in full force and effect for regular full-time and part-time employees, subject to the eligibility requirements, Group Policy Plan #57038 or its equivalent which shall include the following benefits and Company contributions:

1. Group Life Insurance – 75%
2. Accidental Death and Dismemberment – 75%
3. Long Term Disability – 0% (premiums are paid by employee)
4. Extended Health – 75%
5. Dental Plan – 75%
6. Dependent Life – 75% (Spouse \$10,000; Child \$5,000)
7. Pension Plan – voluntary as per Company's present policy
8. Short Term Disability – 100% (premiums are paid by employer)
9. Vision Care – Once every twenty-four (24) months each employee and dependants shall be entitled to reimbursement, from the Company, for the cost of prescription glasses and frames, and/or contact lenses up to one hundred and fifty dollars (\$150.00) upon presentation of receipts.

The Company reserves the right to change medical or group insurance carriers, and to alter the plan design. The Company will retain the same benefits it currently has, or its equivalent, for the life of the Collective Agreement.

11.3.1 Where the Company discharges or suspends for at least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the Collective Agreement, together with the amount of premium required and the dates when such are due.

11.3.2 The employee may, at their option, reply in writing, within two (2) weeks from the filing of their grievance on the discharge or suspension, to the Company for continued coverage under this Article, and pay to the Company the amount of any premiums to provide them with the benefits set out in this Article during the period subsequent to their discharge or suspension, whichever is applicable.

The Arbitrator, if the grievance is successful, shall be limited to reimbursement to the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.

11.4 **Pension Plan** – The Pension Plan in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal legislation. A new or modified Pension Plan may replace the existing plan, however, any new plan would not generally diminish any benefits now provided to employees at the time of signing this Agreement. Each employee enrolled in the Pension Plan shall receive annually a statement of their contributions to the end of the fiscal year ending August 31st.

11.5 **Bereavement Leave** – All employees will be granted a leave of absence without **loss** of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to five (5) consecutive working days in the event of the death of a spouse or child. Up to three (3) consecutive working days in the event of the death in the immediate family (parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents and legal guardian, and any relative permanently residing with the employee or with whom the employee resides).

Where the burial occurs outside the province, such leave shall also include reasonable travel time. Total leave under this Article not to exceed seven (7) days.

It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. The term "funeral" does not include "memorial service". Payment for such days shall be at the employee's basic regular hourly rate, exclusive of premium.

- 11.5.1 The Company will consider requests for specified leave for emergencies (e.g., birth of a child, critical illness in the immediate family), however, the payment for such leave will be at the sole discretion of the Company.
- 11.5.2 The Company will grant time off, as in the past, to employees for medical, dental and eye appointments where reasonable notice is given and subject to operational requirements.
- 11.6 **Witness or Jury Duty** – Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service provided the employee returns to work if they are released from jury duty prior to 1:00 p.m. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.
- 11.7 **Leave of Absence** – The Company will consider, on an individual basis, all requests for long term leaves of absence without pay and will not unreasonably deny any request.
- 11.8 **Education and Training** – The Company shall post any training courses or programs for which an employee may be selected. The posting shall contain all relevant data and qualifications for the courses. An employee may also submit a request to take a course or program which can reasonably be expected to upgrade the employee's potential, not only to himself, but to the Company. With pre-authorization from the Company, and upon satisfactory evidence of successful completion of the course, the Company will reimburse the employee an amount determined by the value and relevance of the course on the job.
- 11.9 **Existing Benefits** – The Company recognizes that as of December 7, 1990, the employees in the bargaining unit enjoyed certain benefits and privileges generally available to all employees not referred to herein. The Company agrees not to alter or change these practices in such manner as to discriminate against employees in the bargaining unit.

ARTICLE 12 – TRAVEL PROVISIONS AND EXPENSES

- 12.1 **Transportation** – The Company shall reimburse each employee for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.
- 12.1.1 In such authorized cases the Company shall reimburse the employee at the rate of thirty-two cents (32¢) per kilometre with a minimum payment of three dollars (\$3.00) for each completed trip (i.e., a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto, Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission for all authorized expenses made for and on behalf of their assignments, as provided herein, upon submitting a statement for approval on forms prescribed by the Company.
- 12.1.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests an employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on an assignment except in cases of proven negligence or impairment.
- 12.1.3 Employees shall be credited with all time used during their day's assignments in which travelling is authorized.
- 12.1.4 When employees are required to end a tour of duty at a time when public or other transportation is not available, taxi fare home will be provided, when required, to a maximum of twelve dollars (\$12.00) upon submission of a proper receipt.
- 12.2 **Expenses** – When an employee is required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

- (a) Breakfast \$10.00
- (b) Lunch \$15.00
- (c) Dinner \$25.00
- (d) Subsequent \$ 7.00

12.3 **Definition of Location and Location Expenses**— For the purposes of this Agreement, the following definition of “location” shall apply:

- (a) “Local” location is considered to be any point within a twenty-five (25) mile radius of the station.
- (b) “Out-of-Town” location shall be any point beyond the limits defined as “Local” location.

12.3.1 **Per Diems** – Employees on “out-of-town” assignments which require overnight accommodation, shall receive a per diem allowance of fifty-seven dollars (\$57.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars (\$3.00) per hour to a maximum of fifty-seven dollars (\$57.00) when absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned.

12.3.2 Employees on “out-of-town” assignments requiring overnight accommodation shall receive single occupancy “three diamond” accommodation as per CAA standards at Company expense, when available at the location concerned.

12.3.3 **Expense Allowance** – If an employee requests it, cash will be advanced to them in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of their expenses together with receipts within five (5) days after completion of the assignment.

ARTICLE 13 – ANNUAL VACATIONS AND PAID HOLIDAYS

13.1 **Annual Vacations** – Employees shall be entitled to an annual vacation with pay on the basis of vacation credits computed as of June 30th of each calendar year and earned in the following manner:

- (a) Less than 24 months employment – 5/6 day for each completed month of employment (i.e., 2 calendar weeks per year).

- (b) 24 months to 84 months (7 years) – 1 ¼ days for each completed month of employment (i.e., 3 calendar weeks) for employees with two (2) years of seniority but less than seven (7) years of seniority
- (c) 7 years (84 months) to 15 years (180 months) – 1-2/3 days for each completed month of employment (i.e., 4 calendar weeks) for employees with seven (7) years of seniority but less than fifteen (15) years of seniority.
- (d) 15 years (180 months) to 23 years (276 months) – 2-1/12 days for each completed month of employment (i.e., 5 calendar weeks) for employees with fifteen (15) years of seniority, but less than twenty-three (23) years of seniority.
- (e) 23 years (276 months) or more – 2-1/2 days for each completed month of employment (i.e., 6 calendar weeks) for employees with twenty-three (23) years of seniority.

13. ■ 1 If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

13.1.2 Employees shall have the right to take their vacation at any time subject to the requirements of efficient operations and ratings periods. Preference shall be given employees within the functional group, on the basis of Company seniority. The employee's application shall be submitted, in writing, to the supervisor, at least sixty (60) days in advance of the projected vacation and the Company shall confirm the granting of such dates forty (40) days before the start of the vacation. Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting of such vacation requests of these employees. When the projected vacation is to begin and/or end during the months of July and August, the request shall be submitted prior to April 1st.

Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st. **As** in the past, the Company will not unreasonably deny requests for vacation schedules on short notice.

13.1.3 Every employee shall be entitled to have at least two (2) weeks of their vacation period scheduled consecutively and request for additional consecutive vacation entitlement will not unreasonably be denied. "On-air" personnel may be denied vacation requests during a rating period.

13.1.4 The vacation year shall be from September 1st to August 31st. In special circumstances, with the written agreement of the Company, employees

may be allowed to waive their vacation period and allow their vacation credits to accumulate.

13.2 Paid Holidays – The Company recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the holidays listed above, two (2) additional days within the calendar year shall be available to the employee having at least six (6) months of Company seniority and shall be scheduled at a mutually agreeable time.

When one of the holidays listed above falls on a Sunday and the day following is proclaimed a holiday by Federal, Provincial or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

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

- (a) If the holiday falls on a regular working day and the employee is not required to work, they shall receive their normal basic pay for such day [eight/seven (8/7) hours at a straight time rate].
- (b) If the holiday falls on a regularly scheduled day off or during their vacation period, they may add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (c) If a holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2-1/2) times their basic rate (which amount shall include their basic rate) with a minimum credit of eight/seven (8/7) hours.
- (d) If the holiday falls on a scheduled day off and an employee is required to work, they shall receive three (3) times their basic rate with a minimum credit of eight/seven (8/7) hours.
- (e) Any time worked in excess of eight/seven (8/7) hours on a holiday shall be compensated at one-half (1/2) the basic rate in addition to the rates provided in (c) and (d) above.

13.2.2 With respect to Article 13.2.1, (c) or (d), an employee, at their own option, shall be permitted to add one (1) day off to their annual leave or be given one (1) day *off* with pay at a mutually agreeable time, and this shall result in a reduction of eight/seven (8/7) hours times the basic rate only from the holiday payment earned under either Article 13.2.1, (c) or (d). The employee shall indicate their option on their weekly time sheet for such holiday.

13.3 **Scheduling of Christmas and New Year's** – Before December 1st of each year the employees will advise the Company of their preference of days *off* to be scheduled over the Christmas and New Year's holidays. The employee's choice of days *off* shall be considered on the basis of Company seniority within the functional group and each employee, if they so request, shall be scheduled *off* on either Christmas Day or New Year's Day.

ARTICLE 14 – HOURS AND SCHEDULING OF WORK

14.1 **Work Week** – The forty (40) hour work week shall commence at 12:01 a.m. Monday. The work day shall consist of a minimum eight (8) consecutive hours. The work day shall be inclusive of all meal periods or break periods.

There shall be two (2) consecutive days off. These two (2) consecutive days *off* may be in separate work weeks, i.e., Sunday and Monday. The five (5) work days in any work week need not necessarily be consecutive, they may be separated by the two (2) consecutive days *off*.

14.1.1 Employees classified as Creative Writers/Producers and clerical employees will work a thirty-five (35) hour work week consisting of a minimum seven (7) hour work day, exclusive of a one (1) hour first meal period, but inclusive of all other meal periods and break periods. Days *off* shall be Saturday and Sunday.

14.1.2 With the exception of Saturdays, Sundays and statutory holidays, Announcers may be assigned up to a maximum of six (6) continuous hours for an "on-air" shift. In this event, their tour of duty shall be reduced to seven (7) hours. Where an Announcer is required to work more than six (6) continuous hours "on-air", all such additional hours will be paid at the overtime rate. It is understood that no meal period will be assigned within the aforementioned seven (7) hour tour of duty.

14.2 **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. There will be no assignment of split shifts except where the employee consents.

14.3 Overtime Computation – All scheduled time worked in excess of eight/seven (8/7) hours in any one (1) day shall be paid at the rate of one and one-half (1½) times the basic hourly rate of the employee. Employees shall be compensated at twice the basic hourly rate for all hours worked in excess of four (4) overtime hours in a tour of duty.

14.3.1 The Company will use its best efforts to assign overtime in an equitable manner. However, any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime that they are qualified to perform.

14.4 Posting of Schedules – Each employee's work schedule shall be posted by 4:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Days off shall be frozen from the Friday one week before the weekly schedule is in effect to the end of that weekly schedule. Notice of change in starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the last working day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours provided that such time is paid for at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly.

It is the intent of the foregoing to ensure that each employee shall be apprised of their daily work schedule at the earliest possible time.

14.4.1 Except where employees are hired to or subsequently agree to work specific weekend shifts, the department heads will arrange work week schedules so that each employee shall have at least three (3) weekends off per calendar quarter, unless agreed to otherwise by the employee and Management.

14.4.2 Except where employees are hired to or subsequently agree to work night shifts, work schedules of employees shall be so arranged whereby no employee shall be required to work more than two (2) consecutive calendar weeks [ten (10) working days] on the night shifts. Exceptions may be granted when requested by the Company and agreed to by the

employee. Where possible the starting time during any work week shall be consistent.

14.5 Scheduled Days Off – The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

14.6 Work on Scheduled Days Off – When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1 ½) times the basic rate, with a minimum credit of four (4) hours. When an employee works on a second day off, after having worked on their first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. When an employee works in excess of eight (8) hours on a scheduled day off, the employee shall be compensated at one-half (1/2) the basic hourly rate, in addition to the rates provided above.

14.6.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.

14.7 Turnaround – A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

14.7.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (1/2) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

14.7.2 In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

14.7.3 No payment shall be made for the following encroachments:

- (a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.
- (b) On a shift where an employee is released from duty to attend labour/management meetings.

14.8 Call Back – Should an employee, who has completed a tour of duty, be called back to work, they shall be paid at the time and one-half (1 ½) rate with a minimum credit of four (4) hours.

14.8.1 An employee, at their own discretion, may refuse to work call-back as outlined in Article **14.8** and they shall not be penalized for such refusal. Should all qualified employees who could be reached refuse a call-back, the Company can assign the work to anyone in that functional group.

14.9 Temporary Upgrades –

(a) Wherever an employee is assigned a task in a classification with a higher rate of pay, the Employer agrees to pay an additional two dollars (\$2.00) per hour, with a minimum credit of two (2) hours.

(b) Where the employee is designated by the Company to act temporarily in a supervisory position not covered by this Agreement, the employee so designated shall be entitled to the upgrading set out in **14.9 (a)**.

14.9.1 Without their consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

14.10 Excessive Hours and Safety – The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

14.10.1 Where the Health and Safety Committee and the Canada Labour Code, Part II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers), where conditions require their use and to supply other special attire where required.

14.10.2 The Company shall provide inspections and necessary repairs to **VDT's** and **CRT's** to ensure that equipment meets pertinent Federal or Provincial standards. The Company will provide for employees who are pregnant and who operate **VDT's** or **CRT's** protective screens for the duration of the pregnancy upon the employee's request.

14.10.3A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and

standards elsewhere. The committee shall meet at least once a month. Notes shall be taken of all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

14.10.4 Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

14.10.5 The Joint Health and Safety Committee shall have access to the accident reports submitted to the Insurance Company and the government or its agencies.

14.10.6 A first aid kit will be maintained on the premises and in all company vehicles. All vehicles provided by the Company for travel to and from transmitter sites shall contain basic tools, survival equipment, a safety partition, and a radio telephone in good working order.

14.10.7 No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, they shall not suffer a loss of pay.

14.10.8 In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

14.10.9 When servicing transmitter sites, a Maintenance Engineer shall have a second person with them where they deem the work to be carried out is unsafe, in accordance with the provisions of the Canada Labour Code, Part II.

ARTICLE 15 – MEAL PERIODS AND BREAK PERIODS

15.1 **First Meal Period** – The present practice of employees receiving a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, shall be continued. Should an employee not receive their normal meal period as in the past, the employee shall add thirty (30) minutes to their tour of duty to be paid at the appropriate rate.

15.2 **Second Meal Period** – A second meal period of not less than one-half (1/2) hour, and not more than one (1) hour's duration, shall be received in

tours of duty of more than ten (10) hours, during which a first meal period was received. If an employee does not receive a half (1/2) hour second meal period, one-half (1/2) hour will be added to the tour of duty to be paid at the appropriate rate.

- 15.3 In no event shall an employee be required to work more than six (6) hours without a meal period, except in the case of a broadcast “on-air” emergency and during the weekend morning radio shift where an employee may work six and one-half (6 1/2) hours without a meal period.
- 15.4 **Rest Periods** – All employees shall **be** entitled to two (2) fifteen (15) minute rest periods during each **eight/seven (8/7)** hour tour. Rest periods shall be arranged so as not to interfere with the efficient operation of the Station. Rest periods shall not be deducted from hours of work.

ARTICLE 16 – GENERAL WAGE PROVISIONS AND WAGES

- 16.1 Employees shall be paid according to the wage scale of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.2 Progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month following nearest to the employee’s semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.
- 16.3 When an employee is transferred into a higher pay classification they shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in their former group, plus the amount necessary to place the employee on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of their upgrading. One **(1)** full increment means the increase in pay that the employee would have next received had they remained in their former classification, or if the employee is at the top of their scale, the increase they last received in reaching the top rate. Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression shall automatically occur on the annual or semi-annual date of the acceleration implementation.
- 16.4 Employees shall be paid on the fifteenth (15th) and last day of the month, or the last banking day prior to those dates. Approved overtime and premium payments for the preceding pay period shall be included in the bank deposit.

- 16.5 Any employee returning to work in their former classification after a layoff, shall return at the rate of pay according to their classification at time of said layoff.
- 16.6 In the event that there is a change made to an employee's time card, the Supervisor will consult with the employee. If the change is not agreed to, a copy of the revised time card will be given to the employee.

16.7 Wages and Classifications

Group 1 – Hostess, Janitor, Part-time Operator, Part-time Receptionist, Part-time Announcer, Part-time News Announcer (Hourly)

Group 1	September 1, 2003	September 1, 2004 Ontario CPI
Start	\$8.69	
06 months	8.96	
12 months	9.30	
24 months	9.63	
36 months	9.97	

Group 2 – Receptionist, Traffic Clerk, Account Clerk, Production Assistant, Part-time Co-op Advertising, Copywriter, Promotion Assistant, Swing Announcer (entry level to two years experience) plus Group 1 on merit

Group 2	Sept. 1 2003 Annual	Sept. 1 2003 Weekly	Sept. 1, 2004 Ontario CPI
Start	\$21,838	\$420	
06 mths	22,523	433	
12 mths	23,207	446	
24 mths	25,816	496	
36 mths	27,980	538	

Group 3 – Sr. Traffic Clerk, Sr. Accounting Clerk, Sr. Copywriter, Promotion Coordinator, Swing Announcer, News Reporter, plus Group 2 on merit

Group 3	Sept. 1 2003 Annual	Sept. 1 2003 Weekly	Sept. 1, 2004 Ontario CPI
Start	\$23,543	\$453	
06 mths	24,798	477	
12 mths	26,040	501	
24 mths	27,980	538	
36 mths	29,795	573	
48 mths	31,622	608	

Group 4 – Mid days Announcer, News Reporter-2, Maintenance Engineer, Production Supervisor, plus Group 3 on merit

Group 4	Sept. 1 2003 Annual	Sept. 1 2003 Weeklv	Sept. 1, 2004 Ontario CPI
Start	\$26,040	\$501	
06 mths	27,980	538	
12 mths	29,795	573	
24 mths	32,305	621	
36 mths	34,804	669	
48 mths	37,302	717	
60 mths	39,689	763	

Group 5 – Afternoon Drive Announcer, News Reporter-3, Sr. Maintenance Engineer, Sports Director, plus Group 4 on merit

Group 5	Sept. 1 2003 Annual	Sept. 1 2003 Weekly	Sept. 1, 2004 Ontario CPI
Start	\$33,549	\$645	
12 mths	36,058	693	
24 mths	37,874	728	
36 mths	40,373	776	
48 mths	42,883	825	
60 mths	44,698	860	

Group 6 – Morning Drive Announcer, plus Group 5 on merit

Group 6	Sept. 1 2003 Annual	Sept. 1 2003 Weekly	Sept. 1, 2004 Ontario CPI
Start	\$39,689	\$763	
12 mths	43,443	835	
24 mths	45,952	884	
36 mths	48,451	932	
48 mths	50,951	980	
60 mths	53,460	1028	

Announcers assigned to Music Director functions will receive an additional one thousand dollars (\$1,000.00) per year in salary over the rates provided above.

16.7.1 The rates in the above scales are minimum rates.

16.7.2 For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/40 of the weekly salary set forth above, except for those employees working a thirty-five (35) hour week, in which case the computation shall be 1/35 of the weekly salary.

16.7.3 The wage amounts shown in Article 16.7 shall be adjusted annually as of September 1st, commencing September 1, 2004 to reflect the change in the Statistics Canada published Consumer Price Index (CPI) for Ontario. It is agreed that employees who are paid above the rates in Article 16.7 will receive a wage adjustment equal to the change in CPI on their actual **salary**.

Adjustments shall be made retroactively (if applicable). The amounts of the adjustment will be determined by subtracting the previous year's CPI amount for July from the most recent year's CPI amount for July and dividing that amount by the previous July'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 July 114.7
 CPI July 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

September – no change

September – 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 18.1 that they wish to renegotiate the agreement.

16.8 **Standby** – Maintenance Technicians, and Reporters assigned to stand-by during their off hours shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour. However, when assigned to stand-by on a scheduled day off, a minimum payment of thirty dollars (\$30.00) shall be paid. Stand-by shall be computed separately from the work week and shall be paid in addition to any payments required under the Agreement for time worked.

16.9 Fee Services –

- (a) An employee shall be paid two hundred dollars (\$200.00) for each four (4) hour remote broadcast or one hundred dollars (\$100.00) for each two (2) hour remote broadcast. Should the remote extend beyond the scheduled two or four (2 or 4) hours, the announcer shall be paid a further talent fee for all hours beyond the scheduled hours on a prorated basis. The Company shall endeavour to rotate these remotes on an equitable basis throughout the announce staff, where possible.
- (b) Hockey coverage shall be paid at the rate of forty-five dollars (\$45.00) in town.

ARTICLE 17 – OUTSIDE ACTIVITIES

- 17.1 Full time employees shall be free to engage in activities outside the hours of work, as in the past, provided:
- (a) that such activities are not in direct competition with the activities of the Company;
 - (b) that no employee may exploit their connection with the Company;
 - (c) that such activity does not adversely affect their work for the Company.

Where a question arises with regard to “competition” in item (a), the employee concerned shall first notify the market manager of all pertinent details and where such work would be in violation of this article. Where permission is denied the market manager shall provide reasons in writing.

N.B. In respect of the implementation of this article it is agreed that employees shall have thirty (30) days to declare any potential “competition” in respect of item (a) above. Where permission is denied the employee shall have thirty (30) days during which to stop such competition.

ARTICLE 18 – EFFECTIVE DATE AND DURATION

- 18.1 This Agreement shall remain in force until August 31, 2005 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

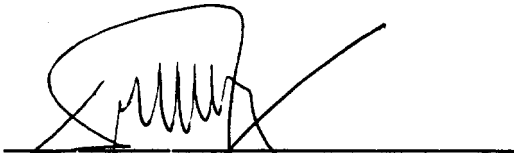
such date, of its intention to modify this Agreement, or until seven (7) calendar days after advice has been received from the Minister of Labour as set forth in Section 89 (d) of the Canada Labour Code – Part I. If notice of desire to modify this Agreement is given as specified above, a meeting shall 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.

- 18.2 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the 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 prohibited from doing by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now, or hereafter, inconsistent with any 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 law.

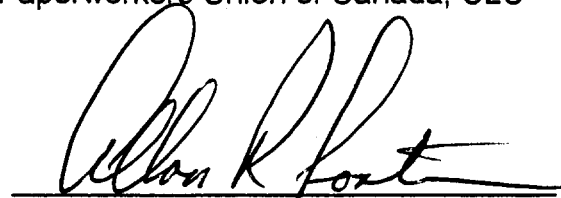
In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this ~~6th~~ day of ~~NOVEMBER~~ 2003.

Newcap Inc.
CHNO-FM

Communications, Energy and
Paperworkers Union of Canada, CLC




David Murray
Vice President-Operations



Allan R. Foster
National Representative



Rick Tompkins
Station Manager



Rick Wyman
CEP Local 725-M


LETTER OF AGREEMENT NO. 1

Union/Management Committee


The parties agree to establish a Union/Management Committee with two (2) members from each side as the initial forum for resolving matters relevant to the successful working relationship between Management and Staff. The Committee shall meet monthly or at the call of either party. Time spent attending such meetings will be considered as time worked.

Newcap Inc.
CHNO-FM

Communications, Energy and
Paperworkers Union of Canada, CLC



David Murray
Vice President-Operations



Allan R. Foster
Allan R. Foster
National Representative

LETTER OF AGREEMENT NO. 2

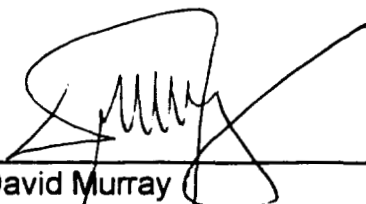
Employment Equity – Pay Equity

The parties hereto have agreed to review the Collective Agreement to ensure that the spirit and intent of the legislation in respect to employment and pay equity are put into effect and followed.

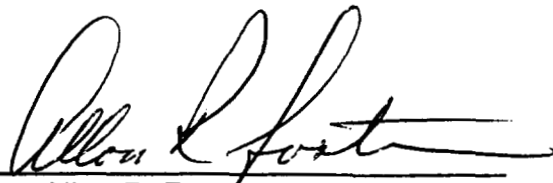
A Committee will be established, with equal representation from the Union and Management, and meetings will be held to review the Agreement in this respect. Time spent attending **such** meetings **will** be considered as time worked.

Newcap Inc.
CHNO-FM

Communications, Energy and
Paperworkers Union of Canada, CLC



David Murray
Vice President-Operations



Allan R. Foster
National Representative


LETTER OF AGREEMENT NO. 3

Maintenance Engineer


The parties have agreed that the Company shall not be required to **post** and fill the position of Maintenance Engineer or Sr. Maintenance Engineer **as** a result of this agreement. It is understood that in accordance with Article 10, the company may contract this **work** out. Should the Company decide to fill the position of Maintenance Engineer or Sr. Maintenance Engineer, it is agreed that such position shall fall within the bargaining unit.

Newcap Inc.
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David Murray
Vice President-Operations



Allan R. Foster
National Representative

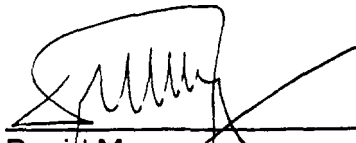
LETTER OF AGREEMENT NO. 4

Split Shifts

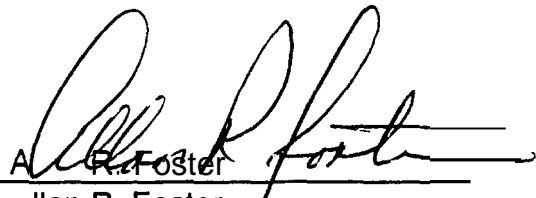
The parties have agreed that in accordance with Article 14.2 the split shift arrangement which has been put in place at the time of signing of this agreement shall continue for the life of the agreement. If the news staff increases at CHNO during this agreement it is understood that the senior employee at CHNO may elect not to work a split shift.

Newcap Inc.
CHNO-FM

Communications, Energy and
Paperworkers Union of Canada, CLC



David Murray
Vice President-Operations



Ian R. Foster
National Representative

APPENDIX A

Bonus Incentive

The Company has agreed to implement a bonus incentive plan for employees which shall be based on biannual ratings for CHNO-FM. The incentive shall be as follows:

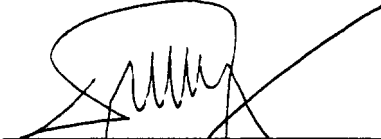
"On-Air" Announcers – (Morning and Afternoon Drive) – For every new listener in the Sudbury CMA (Central Market Area), Adults 12+, compared to the previous rating book, the announcer shall receive a bonus of 10 cents, and one dollar (\$1.00) for every average quarter hour listener increase in the ratings.

Morning Drive News Announcer – shall receive 50% of the bonus earned by the respective "On-Air" Announcer.


In addition the Company agrees to implement a bonus incentive plan for other bargaining unit employees and to provide a copy of such plan to the Union prior to implementation.

Newcap Inc.
CHNO-FM

Communications, Energy and
Paperworkers Union of Canada, CLC



David Murray
Vice President-Operations



Allan R. Foster
National Representative