

MARITIME BROADCASTING SYSTEM LTD

(in respect of CJCБ – CKPE - CHER)

Sydney, N.S.

(hereinafter referred to as “the Company”)

--and--

Unifor
Local 921-M

(hereinafter referred to as “the Union”)

Effective from January 1, 2015 to December 31, 2017

ARTICLE 1 - INTENT

1.1

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

ARTICLE 2 - DEFINITIONS AND EMPLOYEE CATEGORIES

2.1

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

2.1.1

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

2.2

The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of June 9th, 2004, certifying CEP (now known as Unifor), as set forth below, and any amendments thereto as mutually agreed by the parties or as ordered by the CLRB.

“All employees of the employer working at radio stations CJCB, CKPE and CHER in Sydney, Nova Scotia, excluding operations manager, office manager, engineering director, receptionist, sales manager, and salespersons.”

2.3

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

2.3.1

Probationary Employees - A probationary employee is an employee hired for a regular full time job but who has not yet completed six (6) 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 six (6) month period.

Part-time employees shall serve a probationary period of one (1) year.

2.3.2

An employee on probation shall have his/her record reviewed before the completion of his/her probationary period by the Company. The Company may release the probationary employee at any time.

If the Company fails to notify the employee prior to the expiration of this six (6) month (1 year) probationary period that he has been confirmed he/she shall be deemed to be confirmed as a regular full-time employee or regular part-time employee, as the case may be.

2.3.3

Part-time Employees - A part-time employee is a person who is hired on a continuing basis and is regularly scheduled for a specific purpose. Such part-time employees shall be offered such work opportunities, in addition to their regularly scheduled assignments, as management, at its discretion, assesses them qualified to perform. Such opportunities shall be offered to part-time employees in preference to casual employees.

The Company's scheduling of such additional work opportunities shall be exercised in a bona fide, nondiscriminatory, non-arbitrary manner.

2.3.3.1

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

2.3.3.2

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

2.4

Temporary Employee - A temporary employee is a person who is hired on a week-to-week basis to replace a full-time Bargaining unit employee absent on vacation, leave or prolonged sickness, or to meet an extra workload. She/he is subject to the provisions of the Collective Agreement as would be a full-time employee with the exception of Articles 9, 11, 13 and 15.

2.4.1

A temporary employee with more than twelve (12) months total service in any eighteen (18) month period will be considered a full-time employee. Hours worked by part-time employees shall not count as temporary hours of service.

2.5

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

2.6

The Company shall within five (5) working days, notify the Union of the reason for hiring and/or changes in assignment of a casual, temporary, or part-time employee. Such notification will occur via e-mail to the union representative.

2.7

A casual employee for the purposes of Article 2.2 is a person employed on an irregular, ad hoc, unscheduled, sporadic, as needed shift by shift basis to fill in for unexpected absences due to sickness, special leave or overload situations.

2.7.1

Part-time and temporary employees who are subsequently hired as full-time regular employees, shall be credited for total accumulated hours for seniority purposes and shall be subject to the probationary period as set out in Article 2.3.1 excepting Company's option of extending the probationary period.

2.7.2

Student Relief

Student means a person enrolled in a full-time program at a recognized educational institution, who shall only be employed as a student during official school breaks. Management shall not assign bargaining unit work to students if it causes the layoff or prevents the recall of a qualified person on layoff. Students shall not be scheduled in

preference to qualified bargaining unit employees and shall be treated as part-time under the terms of the collective agreement.

2.8

Functional Group - wherever the term "Functional Group" is used in this agreement, it shall denote any of the following groups:

- a) FM Afternoon Announcer
- b) Continuity Writer
- c) AM/FM Part-time Announcer/Operator
- d) News Reporter/Reader
- e) Producer
- f) AM Morning Announcer
- g) FM Morning Announcer

2.9

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

2.10

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

2.11

A working day or working days with reference to procedures outlined in this Agreement, specifically grievance procedures, and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays and statutory holidays.

2.12

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

2.13

Automation or Technological Change Means:

- The introduction by the employer into his/her work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized by him/her in the operation of the work, undertaking or business; and
- 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.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1

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

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

- to determine the location, number and size of plants, and portions thereof;
- to determine the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- to decide the number of employees and the operating schedule;
- to select, hire, promote, transfer, lay off, 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;
- to supervise the workforce, to make, alter and amend reasonable rules of conduct and procedure for employees, and to enforce same.

All this subject to the limitations of this Agreement.

ARTICLE 4 - UNION RIGHTS

4.1

Where 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 Unifor 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 she/he will perform. Further, the Company will inform the Union, in writing, upon hiring a new Bargaining Unit employee, of the name of the employee, the proposed probationary period, his/her wage rate, and will permit Union Officers time to consult with said new Bargaining Unit employee after hiring.

4.2

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

4.3

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

4.4

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

4.5

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

- a list of employees showing their names, addresses and classifications ranked according to seniority;
- job postings and salaries of new hires and notification of intent to leave a position vacant;
- promotions, demotions and transfers;
- merit increases;
- hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- job classifications and job definitions;
- information relating to salaries and fringe benefits, including pension and medical plans;
- confirmations or extensions of probationary periods;

for all employees within the Bargaining Unit on a current basis.

4.6

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.

4.7

The Union may post, on the bulletin boards supplied by the Company (near photocopier in main hall, newsroom, lunchroom), notice of Union meetings, social affairs, or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Company at the time of posting.

4.8

Leave without pay, to a maximum total of five (5) days per year, will be granted to each of no more than two (2) employees duly authorized to represent employees in order to attend executive council meetings, labour conventions, congresses or other labour meetings. Leave in excess of five (5) days per year may be granted at the discretion of the company. It is understood that not more than one (1) employee from any one functional group shall be released at any one time. The Company reserves the right to deny such leave to announce, news and operating employees during a Numeris survey period and

during the two (2) weeks immediately prior to such survey period. All requests for such leave shall be submitted at least fifteen (15) working days in advance.

4.9

Upon request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees for an aggregate of fifteen (15) days for negotiations meetings. It is understood that not more than (1) employee from each functional group shall be 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 workplace on the days they are released for negotiations until after normal business hours. This obligation on the Company to pay employees for participation in negotiations shall cease upon the appointment of a conciliation officer.

4.10

Employees with ten (10) or more years of service will be entitled, upon request and availability of qualified temporary employees, to up to six (6) months leave of absence without pay; provided such leave is to deal with medical situations related to the employee or the employee's immediate family.

4.10.1

Leave provided for in Article 4.9 and 4.10 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for as outlined in 4.9 and 4.10, shall continue to receive all the appropriate benefits contained in this Agreement.

4.11

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

ARTICLE 5 - NONDISCRIMINATION

5.1

There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee 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 his/her involvement or lack of involvement in the lawful activities of the Union.

ARTICLE 6 - STRIKES, LOCKOUTS AND STRIKE-BREAKING

6.1

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

6.2

The Company recognizes the employees' right to refuse to work at a radio station, television station, transmitter or studio where a legal strike/lockout is in progress or to provide service beyond pre-strike/lockout levels or activities.

6.3

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1

It is mutually agreed that it is the spirit and intent of this Agreement to adjust as quickly as possible grievances arising from the application, administration, interpretation, or alleged violation of this Agreement. In the event of a dispute between any member or members of the Bargaining Unit and the Company in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof.

Step 1

Within ten (10) working days following the event or knowledge by the employee of the events on which the grievance is founded, or which gave rise to the grievance, the employee may take the matter up with his/her department head, or his/her 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 his/her 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 2

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

Step 3

If formal settlement of the grievance is not reached at Step 2, the dispute shall be referred within ten (10) working days to the Station Manager or his/her designee and the Union Regional Office representative who will be accompanied by the Local President for further discussion and consideration. A meeting will be held within another fifteen (15) working days by the Station Manager with the Union Regional Officer Representative. In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration.

The meeting described in this Article 7.1, excluding the arbitration hearing, shall be held at the radio station during normal working hours and any employee participating shall not suffer any loss in wages.

7.1.1

Notwithstanding Article 7.1, any grievance concerning the discharge of any employee may be submitted directly to the Station Manager or his/her delegate (s) 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 the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 3 hereof, give to the other party to this Agreement written notice of its intention to arbitrate, at the same time specifying one of the following list of arbitrators as being not acceptable:

- Lorraine Lafferty
- Susan Ashley
- Bruce Outhouse

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

In the event that the arbitrator so appointed shall prove unable to hear the case, the selection process shall be repeated again from the beginning.

7.3.1

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

7.3.2

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

7.3.3

An arbitrator shall have jurisdiction and authority to interpret and apply the specific provisions of this agreement, but shall not have the jurisdiction or authority to change, modify, extend, amend or make a decision which is inconsistent with the terms of this Collective Agreement.

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 arbitrator may make any decision which is just and equitable and which may or may not include full reinstatement of the employee. The

arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or subtract from or modify any of the terms of this Agreement.

7.7

The time limits contained in this Article 7 regarding the grievance and arbitration procedure are exclusive of Saturday, Sunday and Statutory Holidays. 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 person 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 an employee shall be communicated to that employee in writing (and clearly labeled as a disciplinary memorandum) 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 employee's 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 employee's record or affect his job status or be used against him in any way. Any written response received from the employee within ten (10) working days shall also be placed on his file. An employee, upon reasonable request, shall be permitted to review his file in the presence of his department head.

8.2

An employee may be demoted only at his own request with the consent of the company, or as a result of a layoff as described later in this Agreement.

8.3

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

8.4

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

8.5

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

8.6

With the written approval of the employee which indemnifies the Company from liability with respect to the release of such information, a Union officer may also receive copies of the contents of the employee's file upon reasonable request.

ARTICLE 9 - SENIORITY RIGHTS

9.1

Company seniority shall be deemed to have commenced on the date of hiring into the Bargaining Unit by the Company and shall be equal to the length of continuous service.

9.1.1

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

9.2

Functional group seniority shall be measured by the length of Company seniority within the functional group as defined in Article 2.10.

9.3

In the event of a layoff the Employer shall:

a) Provide the employee and union with notice of four (4) weeks advance notice of the layoff, or pay in lieu thereof. Where the notice is provided as pay in lieu, it shall be as a lump sum. The four (4) weeks notice of layoff shall not be considered as time worked for the purpose of severance pay.

b) Provide the employee with a severance payment which is the greater of (i) four (4) weeks, or (ii) one and a half (1.5) weeks (i.e. 10.5 days) per completed year of service, provided such severance payment shall not exceed twenty-four (24) weeks ("Maximum Severance Period"). Where the employee chooses to receive the severance payment as a lump sum, the employee will be deemed to have resigned and shall have no recall rights under the Agreement. Otherwise, should the employee choose to receive salary continuance for the period of the severance entitlement as calculated above then the employee's recall rights shall remain in place until the final severance payment is made.

c) Where the employee elects the above-noted severance as salary continuance, the Employer shall permit the Employee to maintain their benefit plans, subject to plan eligibility and in accordance with the applicable cost sharing for the duration of the severance period.

See Appendix C

9.4

Both the Union and the Company agree that when the Company determines that a vacancy exists in 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.

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 its opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary and nondiscriminatory manner.

9.4.1

An employee who has completed his/her probationary period as provided for in Article 2.3.1 will not, under any circumstances, be required to complete an additional probationary period; however, an employee promoted or transferred to another classification or another job function requiring a different skill will perform a six (6) month trial. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that she/he is unsuited for the new position, it may remove him/her from that position. The employee's previous position, seniority and salary will be made available to him/her. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent and she/he will be so advised in writing. In all cases of trial, promotion and/or transfer, the higher classification will be paid.

9.5

Without his/her consent, no employee shall be permanently transferred to another job classification and the employee will not be penalized by such refusal.

9.5.1

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent, and the employee will not be penalized for such refusal.

9.5.2

An employee may refuse to transfer to another location without prejudice to his/her actual employment.

9.6

Layoffs - When layoffs of employees are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

9.7

When employees are to be laid off or reclassified (bump) as a result of layoff, such layoffs or reclassifications shall proceed in an inverse order of seniority within each functional group. Where there is a reclassification as a result of a layoff, the employee who is bumped to a lower classification within his/her functional group shall retain his/her salary and wage grouping.

9.7.1

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 nondiscriminatory manner.

9.7.2

The Company will provide employees facing layoff with assistance in finding work outside of the Company. This assistance will include preparing resumes, (including tapes), attempting to make contact with others in the industry, and providing members time off during their normal workweek, without loss of salary, to be interviewed for positions outside the Company up to a maximum of three (3) two (2) hour interviews per week.

9.7.3

In the event of "automation" or "technological change" as defined in Article 2.16, the Company agrees to provide the employees who will be required to work with the new technology, the necessary training to enable them to become familiar with the operation and maintenance of new equipment.

9.8

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

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

- An employee may refuse to accept a recall to a job of a different category or at a lesser salary without forfeiting recall rights to his/her original job.
- An employee may accept, on a temporary basis, a recall to a job in a different category or of lesser salary without forfeiting recall rights to his/her original job or a job of same salary.
- An employee recalled to his/her original job after layoff will return to the -position on the wage scale he/she occupied on layoff.

9.9

Employees are expected to give at least two weeks notice in writing to their appropriate department head or the station manager, of their intention to resign their employment

with the Company. Where the employee does not give the required notice, two (2) weeks of his/her salary may be withheld.

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

ARTICLE 10 - JURISDICTION, DUTIES AND JOB DESCRIPTIONS

10.1

The Company agrees not to assign to any non-Bargaining Unit person duties normally performed by members of the Bargaining Unit if the effect of such assignment would be to cause the lay-off of a full-time member of the bargaining unit. Further, the Company agrees that during the weekdays, Monday through Friday, management will be assigned remotes only during their regularly scheduled hours of work

Notwithstanding the foregoing, the Operations Manager shall be permitted to do Bargaining Unit work provided any such work does not otherwise cause a reduction in the regularly scheduled hours of work of any full-time employee.

10.2

a) The Union acknowledges that the dynamics of the radio industry are such that jobs and work requirements for jobs will require change from time to time. While an employee may have been assigned specific duties upon the commencement of employment, those duties may be altered or changed by the Employer from time to time. No employee has a proprietary right to perform specific duties.

b) Not withstanding anything contained in the collective agreement or otherwise, the Employer reserves the right to transfer any of the functions contemplated by this collective agreement to any other location of its choosing provided that no such transfers shall occur which would cause the layoff or prevent the recall of any existing full-time employee as identified in Appendix "A".

c) Further, not withstanding the foregoing, the parties acknowledge that the functional groups identified as Producer/Production and Continuity/Copywriter are intended to be transferred outside of the bargaining unit subject to the Letter of Agreement attached hereto in Appendix "B".

10.3

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

10.3.1

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.

10.4

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

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

10.4.1

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

10.4.2

Should the Union disagree with the remuneration set under 10.5.1 and there are more than six (6) months remaining in the term of the Collective Agreement, the dispute may be submitted to the final step of the grievance procedure as outlined in Article 7. If less than six (6) months remain in the term of the Collective Agreement, the initial rate shall stand unless otherwise agreed or until the next round of collective bargaining.

10.4.3

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

10.5

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

Sick Leave, Welfare Pension Plan Benefits-

- The parties agree that they may enter a Pension Plan investment package in which both Management and the employee shall contribute three percent (3%) of the employee's gross annual earning for that employee's benefit.
- Medical benefits shall remain in effect.
- Dental benefits shall be upgraded to the 1997 Dental Fee Guide.
- Employees shall accrue on a pro-rata, monthly basis a total of five (5) sick days per year to a maximum of ten (10) sick days. See Appendix "D".

- Life insurance policies in force covering each employee will be fifty thousand dollars (\$50,000) per employee.
- Vision Care benefit shall be upgraded to \$200.00 every two years.

11.1.1

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

11.2

The premium costs for these benefits shall continue to be shared by the Company and the employee on the same basis as presently in effect, provided that the employee will pay one hundred percent (100%) of the long term disability premium plus a portion of the health-drugs-dental-life insurance package premium to equate to the present: total employee contribution, and future increases in premiums within the existing fee guide are to be shared by the employer and the employee in the same pro-rata share as the total cost is presently shared. Any increase in premium costs associated with improved employee benefits beyond the 2001 fee guide shall be borne entirely by the employee.

11.3

Should an employee fall sick while on vacation with the result, as certified by a doctor's written confirmation, that the individual is confined to a hospital bed or is bedridden at his place of residence for more than two (2) days, sick leave will be paid and the unused days of vacation will be credited to the employee.

11.4

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

11.5

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

11.6

The Company may require an employee to undergo, at any time, a medical examination by a doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee, or as a safeguard to other members of the staff or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether she/he is well enough to return to work. If the employee so requests in writing, the results of the examination will be conveyed to the employee's personal physician.

11.6.1

It is agreed that the Company's physician referred to in Article 11.6 will be instructed not to release any details of the examination to the Company. The doctor's report will simply state whether the employee's presence in the workplace is hazardous to other members of staff or whether the excessive absenteeism has caused.

11.7

The employer cannot terminate the employment of an employee because of his sickness or his inability to perform services caused by his disability. When an employee claims that his absence from work is caused by his 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 shall be borne by the employee.

11.8

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

11.9

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

11.10

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

11.11

The Employer will grant maternity and parental leave in a manner as prescribed by the Canada Labour Code.

During any maternal and parental leave, the Employer shall continue an employee's benefits according to whatever cost sharing arrangement was in place prior to the leave having commenced. In such cases where the employee pays all or a portion of the premiums, the employee shall provide the Employer with post-dated cheques for the employee's share of the premium costs.

11.12

Bereavement Leave

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

- In the event of the death of an employee's sister, brother, father-in-law, mother-in-law, grandparent, or grandchild, paid bereavement leave on any of his/her normal working days that occur during the three (3) days immediately following the death shall be granted.
- In the event of the death of an employee's brother-in-law, sister-in-law, aunt, or uncle, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days and the employee attends the funeral.
- Employees may use vacation days or extra off credits as travel days in conjunction with the above bereavement provisions.
- When an employee is required to be absent from work in order to cope with unforeseeable domestic contingencies or emergencies that affect him/her or his/her immediate family, he/she shall be granted unpaid leave at the company's discretion.

11.13

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding 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.

11.14

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

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

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

ARTICLE 12 - TRAVELING EXPENSES & 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

An employee will be provided transportation by the Company when on Company business or Company assignments.

12.3

It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory and he/she may at their discretion decline to do so. It is the preference of the Company that a station vehicle be used by the employee for attendance of station events. However, if the employee uses their car with the consent of the Company, they shall be paid at the rate of forty (\$0.40) cents per kilometer.

12.4

Expense money shall be provided to an employee before she/he is sent out of town overnight on Company business of which the employee will account on forms prescribed by the Company and will reimburse the Company for all monies advanced for which the employee 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) 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 accommodation at the Company's expense where available at the location concerned.

12.7

New Hires Moving/Relocation Expenses - The Company agrees that should it agree to incur the cost of moving the personal affects of a newly hired employee from one residence to another, then the following terms shall apply:

The employee will be responsible for obtaining three (3) quotations as to the cost of moving, and will instruct the lowest to directly bill the company. If direct billing is not possible, the employee will submit receipts upon arrival at his/her new location and will be reimbursed within two (2) weeks. The Company will absorb all costs of moving for such employees they terminate or 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 monies spent on moving to the Company, prorated to the length of time spent less than one (1) year.

12.8

When an employee is required to work at a studio or a remote location other than his/her normal place of employment, she/he 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.

ARTICLE 13 - HOLIDAYS AND VACATIONS

13.1

The following shall be considered as paid holidays:

New Year's Day	Civic Holiday (1st Monday in August)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Boxing Day	Christmas Day

In addition to the holidays listed above, one additional holiday will be granted and scheduled each calendar year at the mutual discretion of the employee and the company. In the case of new employees, the additional holiday shall be credited after one (1) year of continuous full-time service with the Company. The additional holiday shall be taken in the calendar year in which it is earned.

13.1.1

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

13.1.2

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

13.2

When a paid holiday falls on an employee's scheduled day off, and he is not required to work, he shall be entitled to one (1) additional day off. This day shall be deemed as extra off.

13.2.1

If a holiday falls on a scheduled work day and the employee is required to work, he/she shall receive in addition to his/her normal weekly wages, one-half (1/2) his/her hourly rate for each hour worked, with a minimum credit of seven (7) hours, and shall be entitled to a day off which shall be deemed as extra off.

13.2.2

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

13.2.3

When an employee is required to work on a paid holiday which is also his or her scheduled day off, the employee shall be compensated pursuant to the provisions of the Canada Labour Code.

13.3

Days of extra off can be accumulated or taken in part or in whole days, 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 off to be added to the vacation period does not exceed one (1) week. If because of unavailability of staff an employee is denied his/her request, she/he shall be so notified within one week of his/her request. An employee may request the Company to add accumulated extra off in excess of five (5) days to his/her vacation period, only if this request does not interfere with the vacation period choice of a less senior employee. If at any time the employee elects to take money in lieu of any or all of his/her extra off, she/he shall notify the Company at least one (1) month in advance and shall be paid in the following pay period. The rate of remuneration shall be his/her daily rate for such extra off days accumulated.

13.3.1

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.

13.4

Scheduling of Christmas and 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.

13.4.1

The Christmas and New Year's Day holiday week will be awarded by seniority on a rotational basis subject to operational requirements and shall be posted not later than the first (1st) day of December.

13.5

Vacations: According to his or her bargaining unit seniority on December 31st of any year, an employee is entitled to vacation with pay as outlined in the following table:

after one (1) year of service:

two (2) weeks vacation with pay, as per the requirement of the Canada Labour Code;

after two (2) years of service:

three weeks (3) of vacation with pay for all employees,

with seven (7) years of service:

four (4) weeks of vacation with pay for all employees;

after twenty (20) years of service:

five (5) weeks of vacation with pay for all employees.

To qualify for vacation, employees must work ninety-five percent (95%) of their regular tours of duty in the previous year. Absence due to illness shall be considered as time worked.

13.5.1

The Company may buy-back accumulated vacation days if they are not taken within the year in which they were credited.

13.6

An employee is entitled to receive the full amount of his/her vacation pay prior to commencing his/her vacation period.

13.7

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

13.8

The employer shall post a reminder calling for vacation scheduling requests by March 1st of each calendar year. Employees shall indicate to their department head, in writing by March 15th, their preference for the vacation schedule. Taking into account such employee's preference and the operational needs of the Company, the Company will prepare and post a vacation schedule by April 15th. Where preferences within a department conflict, seniority shall govern.

13.8.1

Employees who are entitled to vacation with pay shall be scheduled a maximum of three (3) weeks of such vacation between May 15th and September 15th of each year. The balance of employees' vacation entitlement shall be scheduled at a separate time between September 15th of the same year and May 15th of the following year provided that exceptions to this may be allowed if operational requirements permit.

13.8.2

It is agreed that there are to be no vacations taken by any employees in the Bargaining Unit during the annual Numeris Measurement Services ratings period..

13.9

Employees shall be entitled to take vacation leave and "extra off" days consecutively, subject to operational requirements and to seniority within each functional group. If an employee has accumulated more than three (3) weeks holidays, she/he shall receive preference of selection on only three (3) weeks. This preference of selection for three weeks shall not be available if it conflicts with meeting the obligations of Article 13.8.1.

13.10

An employee will be entitled to begin and end his/her vacation in conjunction with his/her days off.

13.11

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

13.12

No employee shall be required to work during his/her vacation.

13.13

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

ARTICLE 14 - GENERAL MATTERS

14.1

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

- such activities are not in competition with the services of the Company;
- no employee may exploit his/her connection with the Company in the course of such activities without permission from the Company, which permission shall not be unreasonably withheld;
- such activity does not affect his/her job performance;
- such activity shall not adversely affect the public image of the employee or the Company.

14.2

Any employee may personally endorse a product or sponsor subject to prior written Company approval. An employee shall have the right to refuse to personally endorse a product.

14.3

Full and part-time employees who perform a "Commercial Remote" shall be entitled to payment as follows:

a) For full-time employees:

- \$25.00 per hour for every hour outside of regularly scheduled work hours.
- \$12.00 cut fees per hour including scheduled hours.

b) For part-time employees:

- \$20.00 per hour for every hour.

c) The employee who performs the set-up and takedown of any remote shall be paid a \$25.00 flat fee.

d) The above hours shall not constitute part of the employee's regular hours of work and no overtime shall be paid to any employee who performs "Commercial Remotes" in accordance with the Article.

14.4

All rates listed in this Article are minimum rates.

ARTICLE 15 - HOURS AND SCHEDULING OF WORK

15.1

The workweek will commence as of 12:01 am. local time on Monday and shall consist of the employee's regular hours of work divided into five days of work, exclusive of the first meal period, but inclusive of break periods. The work schedule for employees will be thirty-seven and one-half (37 1/2) hours per week.

The shift schedule is as follows and includes a 30 minute meal break:

FM Morning Announcer 5:00 am- 1:00 pm
AM Morning Announcer 6:00 am- 10:00 am
FM Afternoon Announcer 10:00 am- 6:00 pm
Producer 9:00 am- 5:00 pm
Creative Writer 9:00 am- 5:00 pm
News Reader/Reporter 5:00 am- 1:00 pm

15.2

All employees shall receive two (2) consecutive days off (i.e. sixty [60] consecutive hours) in each workweek.

15.3

Except for employees who expressly agree to such assignments, there shall be no assignment of split shifts.

15.4

The work schedules for all employees shall be posted no later than Thursday at 4:00 p.m., of the preceding workweek. Management will inform employees of their respective work schedule by posting it on the bulletin board in a manner conspicuous to all employees. This posting shall include the starting time, meal period, and finishing time for each day of the workweek and the days off.

Any hours worked by an employee which represents a change from his/her regular shifted hours as posted, may be effected without penalty, with the consent or agreement of the affected employee, with the exception of client-cancelled remotes and / or cut-ins. Any such changed hours worked by an employee without such consent or agreement will be treated as overtime hours.

In order to ensure that employees have sufficient preparation time, all work schedules relating to 'remotes' and similar special work opportunities shall be posted as soon as possible after management receives the client's order for same.

No employee shall be penalized or disciplined for lack of preparation for a "remote" if such "remote" is scheduled or posted later than twelve (12) hours in advance.

At the end of a scheduled shift where the employee has left the station, it shall be the employer's responsibility to notify the employee of any changes of scheduling.

15.5

The Company shall attempt to apportion overtime equitably among employees within a job function. The foregoing is subject to operational and/or continuity requirements.

15.6

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

15.7

An extra off shall be defined as twenty-four (24) hours plus a turnaround period and should be scheduled at a mutually agreeable time.

15.8

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

15.9

Overtime will be paid for all time worked in excess of the workday or workweek.

All overtime must be one of the following:

15.9.1

Extension of Shift shall mean an employee continues to work past the end of his/her regular tour of duty. She/he shall be paid at the rate of one and one-half (1 1/2 x) his/her basic rate.

15.9.2

Callback shall mean an employee who finishes his/her shift knowing she/he must return for an extension of shift. No callback shall be less than three (3) hours paid at one and one-half (1 1/2x) the basic rate.

15.9.3

Where the employee is called back to perform overtime services, and the request for overtime was made after the employee had left the place of employment, the overtime rate shall be a three (3) hour minimum.

15.9.4

In circumstances where an employee is required to work overtime, the employee may elect to either (i) be paid the overtime or (ii) to receive compensatory time off in lieu in

accordance with the provisions of the Canada Labour Code. Employees are required to obtain the approval of management prior to using the compensatory time off in lieu. Such approval shall be subject to operational requirements but shall not be unreasonably withheld. When compensatory time off in lieu cannot be reasonably scheduled by the Employer before August 31, the employee shall be paid for the overtime hours worked at a rate of one and one half (1 ½) times the employee's regular rate of pay.

15.10

Notice of cancellation of assigned work on a scheduled day off, or on a holiday, shall be given no later than 5:00 p.m. or the end of the employee's shift, whichever is later, on the previous day, unless such notice cannot be given for a reason beyond the Company's control. If such notice is not given and the failure to do so is not beyond the Company's control, the employee shall receive four (4) hours' pay at the hourly rate of the employee as computed separately from the work week.

15.11

When an employee is required to work on his/her scheduled day off, he/she shall receive a minimum credit of three (3) hours paid at time and one-half.

15.12

On-air personalities may be required, a maximum of once per month, to make personal promotional appearances on behalf of the station outside their normal hours of work; compensation for such promotional appearances is included in the employee's basic salary. These have to be scheduled and transportation provided for out-of-town events.

15.13

An employee has the right to refuse unscheduled overtime and/or unscheduled work on his/her day off, but in the event all employees who have the capability to do the work within whose functional group the work falls refuse the overtime or work on a day off, then such work shall be assigned to the least senior employee in that functional group who has the capability to do the work. If time or circumstances make it impossible to contact all of the functional group, the Company shall have the right to assign the work to the least senior employee who can be contacted. If an employee agrees to work overtime, she/he shall not cancel that agreement.

15.14

The turnaround period is a period of at least ten (10) 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:

- when the encroachment is due to the absence of another employee attending negotiations or grievance meetings with management;
- on a shift mutually agreed to by the employee and the employer;

- 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 unauthorized absence from work;
- on an overtime assignment which runs into and is contiguous with the following work day.

15.15

Operational requirements permitting, all full-time employees will receive at least alternate weekends off (Saturday and Sunday).

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 an employee to take all reasonable and necessary precautions to ensure his/her own safety and the safety of his/her fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Company but it is recognized and agreed that the employees will cooperate in keeping such facilities clean and sanitary.

16.2

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

16.3

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

16.3.1

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

16.4

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

16.5

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

16.6

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

16.7

Employees will not be required to climb transmitting towers.

16.8

The Company shall provide to employees required to work with word processors, computers, or any other Video Display Terminal, anti-glare screens if so requested.

ARTICLE 17 - MEAL AND BREAK PERIODS**17.1**

All employees shall receive two (2) fifteen (15) minute paid breaks. Employees may schedule their ½ hour lunch break at their discretion at times that are mutually convenient for the employee and the Employer; however the Employer reserves the right to reschedule meal breaks based on business demands.

17.2

When an employee is required to work in excess of three (3) hours of overtime contiguous to their regular tour of duty, he/she shall be assigned a paid break of thirty (30) minutes duration. Eight dollars (\$8.00) shall be paid over and above any overtime claim to compensate for the cost of this unexpected meal expense.

17.3

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 where they are placed by the Company on the classification scale at the time of hiring. The Company shall have complete discretion whether or not to credit a new employee for industry experience or merit considerations at the time of hiring.

18.2

Employees will be paid on the 15th and 30th of each month. Where the 15th or 30th of any month fall on a Saturday, Sunday or Holiday Monday, payment will be made on the Friday prior thereto.

For full-time employees, the pay will cover the period ending midnight of the payday for regular wages.

Overtime will be paid once a month and included in the pay cheque issued on the last payday of the month and will include all overtime earned by midnight the previous Saturday and submitted by noon the previous Monday.

18.3

The following minimum weekly wage rates will apply to new hires. The Employer, in its exclusive discretion may elect to pay an employee at a higher minimum wage as set forth below:

Position	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
a) AM Morning Announcer	440	465	500
b) FM Morning Announcer	475	500	535
c) FM Afternoon Announcer	460	485	520
d) Continuity Writer	440	465	500
e) AM/FM PT Ann/Op (per hour)	10.40	10.60	10.80
f) News Reporter/Reader	475	500	535
g) Producer	475	500	535

18.3.1

Existing wage rates shall be increased by:

Year 1 - 2%

Year 2 - 2%

Year 3 - 1.5%

18.3.2

New employees may be added at ninety percent (90%) of scale for the probationary period. Upon successful completion of their probationary period, the employee will retroactively receive the difference between the probation rate and the minimum rate.

ARTICLE 19 - DURATION OF AGREEMENT

19.1

This Agreement shall commence on the first day of January, 2015 and remain in force until December 31, 2017 and from year to year thereafter unless either party notifies the other by Registered Mail, not more than one hundred and twenty (120) days prior to the date of expiry, of its intention to modify this Agreement. If notice of desire to modify this

Agreement is given as specified above, the meeting shall be held within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until a settlement is reached or until either party makes application for conciliation.

Where the aforementioned notice is given, the agreement shall continue in full force until a new agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

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 that they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement, now or hereafter, is inconsistent with any 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 affixed their signatures by their duly authorized representative this 16th day of January, 2015.

Maritime Broadcasting System Ltd.

UNIFOR Local 921-M

FOR THE EMPLOYER

FOR THE UNION

Gary Barker

B. Pann

APPENDIX "A"

Letter of Agreement:

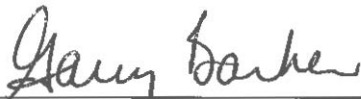
TO: UNIFOR Local 921-M

FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCJ - CKPE -
CHER) Sydney, NS

RE: Letter of Agreement confirming the names of all full-time Bargaining Unit members for the purposes of identifying those "existing" employees who are entitled to retain accumulated benefits such as sick days and severance entitlement which extend beyond the provisions of this Collective Agreement

Lionel Serroul
Nelene MacLeod
Jason MacDonald
Don Sharpe
Bill Bradley
Phil Thompson
Cindy McCrea

Dated this 16th day of January, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCJ - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M

APPENDIX "B"

Letter of Agreement:

TO: UNIFOR Local 921-M

FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCB - CKPE -
CHER) Sydney, NS

RE: Letter of Agreement regarding limitations with respect to the transfer of the
functional groups identified as Producer/Production and Continuity/Copy-writer

The parties acknowledge that the existing functional groups identified as
Producer/Production and Continuity/Copy-writer are currently occupied by two long-
term employees, namely Lionel Serroul and Nelene MacLeod. The employer agrees
neither of the aforementioned functional groups or the work now performed by Lionel
Serroul and Nelene MacLeod, shall be transferred from the bargaining unit until the
earlier of the following events as it relates to either of the above named employees:

- (i) that the employee shall have resigned their position with the employer for any
reason; or
- (ii) that, with respect to the functional group (position) of Producer/Production, at the
end of 2016; or
- (iii) that, with respect to the functional group (position) of Continuity/Copy-writer, at
the end of 2019.

Dated this 16th day of January, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCB - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M

APPENDIX "C"

Letter of Agreement:


TO: UNIFOR Local 921-M

FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCБ - CKPE -
CHER) Sydney, NS

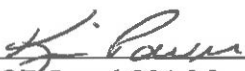
RE: Letter of Agreement regarding full-time employees existing entitlement to severance

The employer agrees, notwithstanding the change in Article 11.14 as substituted by a new Article 9.3 dealing with issues surrounding seniority, layoff, severance, and recall rights, for the purposes of this agreement all existing full-time employees as of the date hereof shall continue to be entitled to their severance entitlement as calculated under the provisions of Article 11.14 found in the previous Collective Agreement; PROVIDED, such employees recall rights shall be amended to reflect the revised recall rights set forth under the new Article 9.3 and, for greater certainty, such recall rights for all employees shall not exceed twenty-four (24) weeks.

Dated this 16th day of January, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCБ - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M

APPENDIX "D"

Letter of Agreement:

TO: UNIFOR Local 921-M

FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCJ - CKPE -
CHER) Sydney, NS

RE: Letter of Agreement regarding full-time employees existing accumulated sick leave
benefits

The employer agrees, notwithstanding the change in Article 11.1 as it relates to the number of sick leave days a full-time employee can accumulate and maximize, for the purposes of this agreement any full-time employee who has accumulated sick days under the provisions of any previous collective agreement in excess of ten (10) days shall be entitled to the benefit of such excess sick days so accumulated to the maximum of ninety (90) days.

For greater certainty, while the new rate of sick days earned is applicable to all full-time employees on a go-forward basis, for all existing full-time employees their cap or maximum accumulation shall remain at ninety (90) days.

Dated this 16th day of January, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCJ - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M

APPENDIX "E"

Letter of Undertaking:

TO: UNIFOR Local 921-M

FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCJ - CKPE -
CHER) Sydney, NS

RE: Proposed offer re: financial package, term, and ratification of two separate collective agreements

The parties acknowledge and agree, having regard to the fact that the current Collective Agreement expired on December 21, 2009 and thereafter continued to be renewed until notice of bargaining was confirmed by the Union effective the 31st day of December, 2011, that for continuity purposes it has been determined appropriate through the current bargaining process to ratify the current collective agreement for the purposes of covering the period to January.

Therefore, for clarity purposes, the Union agrees to place the existing Collective Agreement effective January 1, 2007 before its members for ratification of its continued existence, based on the same terms and conditions as are set forth therein with no change in any benefits for the period from December 31, 2011 to December 31, 2014.

The parties acknowledge and agree that the Union shall present to its members on or before January 6, 2015 the proposed terms and conditions of the New Collective Agreement as negotiated between the respective parties for a proposed term of three (3) years, effective January 1, 2015 to December 31, 2017.

Finally, the Employer confirms that the proposed wage offer for new hires is set forth in Article 18.3 and further the percentage wage increase for all existing employees (Article 18.3.1), effective January 1, 2015, shall be as follows:

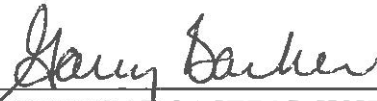
Year 1 - 2%
Year 2 - 2%
Year 3 - 1.5%

Signing Bonus -

Full-time Employees - \$500.00

Part-time Employees - \$300.00

Dated this 16th day of JANUARY, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCБ - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M

APPENDIX "F"

Letter of Undertaking:

TO: UNIFOR Local 921-M

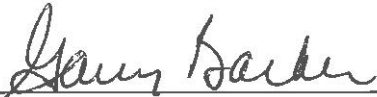
FROM: MARITIME BROADCASTING SYSTEM LTD (in respect of CJCБ - CKPE -
CHER) Sydney, NS

RE: Employer to provide harassment/anti-bullying educational seminar

The Employer hereby commits to provide, within six (6) months of January 1, 2015, a training session for all employees including management employees dealing with issues surrounding employee/workplace harassment and anti-bullying.

The Employer agrees to coordinate such sessions with the local Union representatives.

Dated this 16th day of January, 2015.



MARITIME BROADCASTING SYSTEM LTD
(in respect of CJCБ - CKPE - CHER) Sydney,
NS



UNIFOR Local 921-M