

Collective Agreement

Between

Standard Radio Inc.

and

Communications, Energy and Paperworkers Union of Canada

Begins:

09/01/2004

Terminates:

08/31/2007

03941 (09)

Table of Contents

ARTICLE 1	1
Intent	1
ARTICLE 2	2
Definitions	2
Employee	2
Bargaining Unit	2
Employee Categories	2
ARTICLE 3	6
Management Rights	6
ARTICLE 4	7
Union Rights	7
Notices	9
Union Access to Premises	10
Union Use of Bulletin Boards	10
Leave for Union Activities	10
ARTICLE 5	11
Discrimination	11
ARTICLE 6	12
No Strike Clause	12
ARTICLE 7	13
Grievance Procedure	13
ARTICLE 8	15
Report on Performance	15
ARTICLE 9	16
Seniority Rights	16
Company Seniority	16
Functional Group Seniority	16
Promotions and Transfers	16
Dismissals, and Demotions	18
Layoffs	19
Recall from Layoff	21
Computation of Seniority After Interrupted Service	21
ARTICLE 10	23
Jurisdiction	23
ARTICLE 11	24

Employee Benefits	24
Compassionate Leave	24
Medical, Dental and Eye Appointments	25
Leave of Absence	25
Witness or Jury Duty	25
Pension Plan	26
Maternity and Child Care Leave	26
Notice/Vacation Pay	26
ARTICLE 12.	26
Travel Provisions and Expenses	26
Transportation	26
Expenses	27
ARTICLE 13	28
Annual Vacation and Paid Holidays	28
Annual Vacations	28
Holidays With Pay	30
ARTICLE 14	32
Hours and Scheduling of Work	32
Work Week	32
Tour of Duty	34
Overtime Computation	34
Scheduled Days Off	34
Work on Scheduled Days Off	34
Turnaround	35
Call-Back	36
Upgrading	36
Time Off in Lieu	36
ARTICLE 15	37
Excessive Hours and Safety	37
ARTICLE 16	38
General Wage Provisions and Wages	38
General Wage Provisions	38
Fee Services	39
Mini-Motes	40
Wage Scales	41

Table of Contents

ARTICLE 17	43
Duration of Agreement	43
LETTER OF AGREEMENT NO. 1	46
LETTER OF AGREEMENT NO. 2	48
LETTER OF AGREEMENT NO. 3	49
LETTER OF AGREEMENT NO. 4	50
LETTER OF AGREEMENT NO. 5	51

THIS AGREEMENT MADE

BETWEEN: **Standard Radio Inc. (CKTB-CHTZ-CHRE)**

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 and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes, or other interferences with radio broadcasting and their facilities during the life of this Agreement. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definitions

2.1 Employee - 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 or classification created in the future which the parties, by mutual consent, decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by the Company to the Canada Industrial Relations Board.

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

2.2 Bargaining Unit - The Company recognizes the Union as the Exclusive Bargaining Agent for all employees of Standard Radio Inc. employed at radio stations CKTB, CHTZ and CHRE excluding General Manager, General Sales Manager, Account Executives, Chief Engineer, Accountant, Traffic Manager, Programme Director, Promotions Director, News Director, Confidential Secretary and part-time employees receiving talent fees.

2.3 Employee Categories - Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

- A. Receptionist, Typist/Secretary
- B. Promotion Assistant, Creative Director
- C. Traffic Clerk
- D. Assistant Bookkeeper/Billing Clerk
- E. Operator, Assistant to the Chief Engineer, Commercial and Production Producer
- F. News and Sports Announcer, Sports Director
- G. Announcer-Operator AM
- H. Announcer-Operator FM
- I. Music Director, Music Library Assistant.

2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Article 2.3.2. 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 advise the Union and the employee prior to the end of the first three (3) month period. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

2.3.2 Part-time employees may be hired in the bargaining unit provided that:

- (a) The number of such part-time employees shall be limited to one (1) such employee in each of the functional groups, except that four (4) such employees may be hired in functional Group "F", and six (6) such employees may be hired in functional Groups "E", "G" and "H", as defined in Article 2.3.

- (b) Part-time employees shall be paid on an hourly rate, based on the start rate of the wage rates for the classification to which they are assigned. Such employees shall be paid for a minimum of four **(4)** hours per day, to a maximum of twenty-eight (28) hours per week. When part-time employees are hired **or** assigned for vacation relief, illness or leaves of absence, the aforementioned maximum does not apply.

Where the Local Union has probable grounds to believe that a part-time employee has exceeded the maximum provisions set forth herein, the Local Union may make a request of the Company to review the employees' time sheets, and the Company shall provide access thereto.

- (c) The scheduling and penalty provisions of the Agreement shall apply with a minimum tour of four **(4)** hours, however, the seniority provisions, pensions, medical and group insurance plans will not apply. Part-time employees shall receive four percent **(4%)** vacation pay for all accumulated hours in lieu of vacation credits provided for in Article 13.
- (d) 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.

Note: Part-time employees who work on a holiday receive two and one-half (2 1/2) times the basic rate.

- (e) Part-time employees who are subsequently hired on permanent staff, without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours and their seniority and probationary period will be calculated accordingly. The foregoing provision shall only apply where the employee has been hired on permanent staff in the same position he/she occupied as a part-time employee.

Where a part-time employee has been hired on permanent staff not in the same position he/she occupied as a part-time employee, the employee shall be credited for all part-time service for the purposes of vacations and vacation pay.

- (f) Part time employees shall receive an additional 75¢ per hour for all hours worked, in lieu of pension and medical group insurance plans.

2.3.3 It is agreed that the provisions of Article 2.3.2 above will not be used to avoid the hiring of a full-time employee or to eliminate, or lay off a full-time employee.

2.4 The term 'qualified' or 'qualifications' as used in this agreement shall mean such relevant factors as creativity, knowledge, experience, skill, ability, work-related attitude, training, and/or education, as well as

other work-related factors, all the foregoing as established and/or determined by the Company. The Company when establishing and/or determining the qualifications shall do so in a bona fide and non-discriminatory manner.

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 and discipline on its premises is solely the responsibility of Management.

3.2 Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which, but by no means wholly inclusive, are: 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; judgement 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 Management of the Company for the selection, direction and determination of the size **of** the work forces, including the right to hire, suspend, or discharge for just and sufficient cause, or transfer, promote or relieve employees from duty because of lack of work, is vested

exclusively in the Company.

3.4 The Company may from time to time make rules or regulations regarding working conditions which are not covered by this Agreement. Before such rules or regulations are put into effect by the Company, there will be prior notice to and consultation with the Union.

3.5 A claim that any of these rights has been exercised by the Company in a manner inconsistent with a specific term of this Agreement may be the subject of a grievance.

ARTICLE 4

Union Rights

4.1 Any employee of the Company covered by this Agreement shall have the absolute freedom of choice as to joining or not joining the Union.

4.1.1 The Company will only discharge any employee outlined in Article 4.1 above within thirty (30) days after receiving written notice from the Union that the membership of such employee has been terminated by reason of failure to pay dues, uniform assessments or fines levied by the Union in accordance with its Constitution and By-laws.

4.1.2 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. The present rate of deductions 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.

4.1.3 The Company agrees to remit the moneys 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 disc in an ASCII format detailing the following information.

1. Employee name and address
2. Sex
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 or returning from child care leave.

4.1.4 The Union agrees to indemnify and save the Company harmless from liability or action arising out of any deductions from the wages of an employee, and resulting from any irregularities committed by the Union or its officers.

4.1.5 Each year the Company will indicate the total amount of Union dues deducted at source and forwarded to CEP for the calendar year in question on the T-4 income tax slips issued to employees.

4.2 Notices - Each employee shall keep the Accountant informed of his current address and telephone number (if any).

4.2.1 Notice to the parties shall be addressed to:

- (a) Standard Radio Inc. Attn: General Manager
12 Yates Street
St. Catharines ON L2R 6Z4

- (b) Communications, Energy and Paperworkers Union
of Canada
Suite 510, 5915 Airport Road
Mississauga ON L4V 1T1

4.2.2 The Company shall within five (5) calendar days deliver to the Local and the Regional offices of the Union one copy of the following:

- (a) Notice of the hiring, layoff, dismissal, promotion, demotion, transfer or any report and reply (if any) referred to in Article 8 of any employee within the bargaining unit.

- (b) Any notice pertaining to the application or agreed interpretation of this Agreement.

4.2.3 The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information.

4.2.4 A new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating his rate of pay, classification and

any other special commitments agreed to by the Company.

4.3 Union Access to Premises - With reasonable notice and on receipt of management approval, a representative of the Union shall have access to the Company's premises to carry out the Union's obligations with respect to this Agreement. Such approval shall not be unreasonably withheld by the Company provided such visits are carried out during office hours, and in such a manner as not to interfere with the normal operations of the Company.

4.4 Union Use of Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards of announcements regarding Union elections, meetings, conventions, etc., and internal affairs of the Union, provided each such notice is authorized by Management. Such authorization shall not be unreasonably withheld.

4.5 Leave for Union Activities - Upon request by the Union, the Company shall release, without loss of straight time pay, up to three (3) employees named by the Union to attend negotiations and grievance meetings with the Company. The Union shall give seven (7) days written notice to the Company prior to the date of the release requested by the Union.

- (a) Additionally, the three (3) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits or credits, in order to attend a pre-negotiation union meeting. The Union shall provide the company with seven (7) days advance notice of such pre-negotiation day.

4.5.1 Leave without pay shall be granted to an employee duly authorized to represent employees in order to attend Executive Council meetings, Labour Conventions, Congresses, etc., for a reasonable period, but in any event not in excess of ten **(10)** working days per year per employee, and provided that the total number of days off granted to all employees for such leaves of absence in one year does not exceed twenty (20) days.

It is understood that not more than two **(2)** employees shall be so released at any one time, and that only one (1) employee from any one classification shall be so released at any one time.

Written request for such leave of absence shall be submitted at least fifteen (15) days in advance and the Company shall not refuse the request unless both parties hereto agree that such absence will seriously affect the operations of the Company.

4.5.2 The Company reserves the right to deny leave under Article 4.5.1 to an Announcer-Operator during a BBM survey period, and during the two (2) weeks immediately prior to such survey period.

ARTICLE 5

Discrimination

5.1 The parties hereto will not interfere with, restrain or

coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in, or lawful activity on behalf of, the Union nor will it discourage membership in the Union or attempt to encourage membership in another Union.

5.2 In accordance with the terms of the Canada Human Rights Act, and subject to Section 15 thereof, the Company agrees that it will not discriminate due to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, and conviction for which a pardon has been granted.

ARTICLE 6

No Strike Clause

6.1 The Union will not cause or permit its members to cause, nor will any member of the bargaining unit take part in any slowdown or 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 nor permit its employees to 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 assign, transfer, or require employees to go to any radio transmitter or studio property where a strike of any persons whose functions

are similar to those covered by this Agreement is in progress, or to originate a program or programs expressly for the purpose of strike breaking.

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, any grievances arising from the application, administration, interpretation, or alleged violation of this Agreement.

7.2

Step 1: An employee shall first take any grievance to his immediate supervisor. The supervisor shall give his answer within forty-eight (48) hours.

Step 2: If the Step 1 answer is not acceptable, the grievance shall be reduced to writing and a copy thereof delivered to the Station Manager or his designee, within ten (10) working days of the arising of such grievance. If such notice is not received within said ten (10) working days, the right to grieve shall be lost. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee. The grievance shall be discussed with the Station Manager or his designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions shall deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10)

days of the request for a meeting. Appropriate records of such meetings shall be kept. The Station Manager or his designee shall give his answer in writing within three (3) days of the meeting.

Step 3: If the Step 2 answer is not acceptable, the dispute shall be referred, within ten (10) days of the Step 2 answer, to the President of the Company or his designee and the Local Grievance Committee and the National Union Representative for further meetings and consideration. The Company's or Union's answer shall be given within ten (10) days of such further meetings.

Step 4: If the Step 3 answer is not acceptable, the dispute may, by written notice, within fifteen (15) days of the Step 3 answer, of either party to the other party, be submitted to final and binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration select a mutually agreeable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limit prescribed, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged 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, but he shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged or otherwise disciplined shall be dealt with as provided in Article 9.4.2.

7.4 If either of the parties to this Agreement considers

that this Agreement is being misinterpreted or violated as it relates to the rights of a party as opposed to the rights of an employee, the matter may be discussed between representatives of the Company and the Union at Step 3, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 7.2.

ARTICLE 8

Report on Performance

8.1 Employees shall be advised immediately [within ten (10) working days] of the contents of any review or report which concerns them. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of their records for use against them at any time.

8.2 The employee's reply to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 8.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.

8.3 The record of an employee will not be used against him for any purpose for something that occurred more than twenty-four (24) months prior to the latest incident.

8.4 An employee shall have access to his personal performance file in the presence of his supervisor once

every six ~~(6)~~ months ~~or~~ in a matter of a grievance.

8.5 An employee shall have the right to Union representation during any meeting which is, ~~or~~ becomes, disciplinary.

ARTICLE 9

Seniority Rights

9.1 Company Seniority - Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service. Separate seniority lists shall be maintained for Announcer-Operators on CKTB and CHTZ for the purposes of layoff, Article 9.5.

9.2 Functional Group Seniority - Functional group seniority shall be measured by the length of continuous service within a functional group as listed in Article 2.3.

9.3 Promotions and Transfers

- (a) A vacancy shall be posted for a minimum of five (5) days prior to advertising outside, except that the posting shall be reduced to three (3) days when an employee fails to give ~~two~~ (2) weeks written notice of his resignation.
- (b) The employee with the most Company seniority shall, if he/she satisfactorily meets the qualifications set by the Company ~~for~~ the position, be promoted to fill a vacancy in a higher classification. The

employee will be given reasonable assistance and time to train for the higher classification. Nothing in this Article precludes the Company from hiring applicants from outside sources when no qualified employees apply and are accepted.

The employee shall only be given the assistance and time to train as referred to in this Article, where in the Company's opinion, there is a reasonable expectation that the employee would be capable of performing the job satisfactorily in all respects after forty (40) hours of assistance and training time.

- (c) Article 9.3(b) shall not apply to any classifications in Functional Groups "F", "G" and "H" (on-air personnel). 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 promoted to fill a vacancy in the higher classification.

9.3.1 An employee promoted to fill a vacancy in a higher classification shall be on trial in such classification for a period of up to three (3) months, which may be extended to a period of six (6) months upon prior written notification to the employee. If during this trial period the employee performs in an unsatisfactory manner, the Company shall return him to his former classification and former wage rate with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised, in writing, that his promotion has been made permanent.

9.3.2 Without his consent, no employee shall be transferred or assigned to a position outside the Bargaining Unit and the employee will not be penalized for such refusal.

9.4 Dismissals, and Demotions - Dismissal or demotion of an employee shall only be for just and sufficient cause and it is agreed that dismissal or demotion may be subject to the grievance procedure.

9.4.1 Article 9.4 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" 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 fifteen (15) 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 right to dismiss or reassign an employee shall not be used as a disciplinary measure and shall be in addition and not in substitution for its rights to apply discipline, which may only be exercised for just cause.

9.4.2 Grievance under this Article 9.4 may be disposed of by confirming the Company's decision in disciplining or discharging the employee or by reinstating the employee with all seniority and compensation for time lost, or by any

other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.

9.4.3 An employee, when resigning, will give the Company two (2) weeks' notice in writing.

9.5 Layoffs - When layoffs of employees are to be made, such layoffs shall proceed in inverse order of Company seniority within the functional groups, provided however the Company shall not be required to assign an employee to a position in respect of which he/she is not qualified to perform the duties satisfactorily.

9.5.1 An employee about to be laid off from one functional group, who has the occupational qualifications for a job in another functional group, may apply his seniority and be assigned to such other group.

Announcers-Operators about to be laid off from one radio station who, in the opinion of the Company, have the occupational qualifications to perform on the other radio station, shall be assigned to that functional group and may replace another Announcer-Operator with less seniority in the other functional group.

9.5.2 An employee about to be laid off from one functional group who has the Company seniority, and who in the opinion of the Company may be trained in a reasonable length of time to perform duties in another functional group, shall be trained and he shall then be assigned to that group. A reasonable length of time shall be that period of layoff notice, [i.e., six (6) weeks].

9.5.3 An employee who has been assigned to a lower wage group shall continue to receive the higher salary for

a period of six (6) months. Immediately following the said period, and subject to the provisions of (a) hereof, the affected employee shall be assigned to the lower wage scale group applicable to the job to which he/she has been assigned:

- (a) An employee who has reverted to a wage scale group below his/her former group shall not have his/her salary reduced by more than ten percent (10%);

9.5.4 In the event of layoffs, employees affected will receive six (6) weeks' notice or six (6) weeks' salary in lieu of notice, plus accrued vacation pay.

9.5.5 The Company shall advise the Union at least six (6) weeks in advance of proposed layoffs. It shall be the intention of the Company to give full consideration for job vacancies within the bargaining unit to those employees who are to be laid off. The six (6) weeks notice contemplated by this article shall be given at the time notice is given to affected employees pursuant to Article 9.5.4.

9.5.6 While an employee with six (6) or more months of seniority is laid off, the Company will continue the Medical and Group Insurance payments (except for Short and Long Term Disability and Life Insurance) for a period of six (6) months immediately following layoff.

The Company shall not be required to continue to pay Medical and Group Insurance if the employee is eligible for such benefits elsewhere. The employee shall advise the Company when such benefits are not required.

9.5.7 An employee who has completed one (1) year of service and who is terminated or released through no fault of his or her own shall be paid severance pay based on ~~two~~ (2) weeks' salary for each year of service to a maximum of fifty-two (52) weeks. An employee ~~who is~~ terminated or released and is subsequently re-hired by the company, shall have his seniority intact, save that any subsequent severance entitlement shall be calculated from the date of re-hire.

Severance pay as in this Article shall be deemed to include any severance pay, which may be required pursuant to law.

9.6 Recall from Layoff - When vacancies occur, the Company agrees to re-engage in the order of the Company seniority within the functional group, former employees who have been laid off for a period not exceeding one (1) year.

9.6.1 Seniority rights shall cease if the employee is laid off and fails to advise the Company of his intention to return to work within seven (7) days of receipt of notice and to return to work within a reasonable period of time (i.e., two to three weeks) after notice to do so has been given by the Company by registered mail to his last known address on the Company records. A copy of such notice shall be sent to the Union. The Company may utilize other methods to recall laid off employees, but such methods shall not relieve the Company of its obligation stated above.

9.7 Computation of Seniority After Interrupted Service - In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave

of absence or transferred to a position with the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company or functional group seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, or
- (b) if he returns to the status of an employee after one (1) year has elapsed, his Company and functional group seniority upon returning shall be that which he had on the effective date of such layoff or transfer.

9.7.1 In the event an employee with less than one (1) year of Company seniority is laid off and he returns to the status of an employee before six (6) months have elapsed, his Company and functional group seniority upon returning will be that which he had on the date of such layoff.

9.7.2 Seniority shall cease to exist if the employee resigns or is discharged and is not reinstated in accordance with the grievance procedure, or where the employee accepts severance pay due to his discharge.

9.7.3 *New Devices and Methods* – In the event that the Company introduces or permits to be used, any process, machinery or equipment which substitutes for, supplements or replaces any process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery or equipment shall be operated by employees in the bargaining unit herein set forth.

9.7.3.1 Notwithstanding any other provisions in this Collective Agreement, the parties recognize that the Company must, from time to time, introduce new technology and new systems in order to maintain or to improve the stations' competitive position in the market. Similarly, the Company may replace on-air broadcasting, which presently originates at the stations with programming which originates elsewhere. The parties further recognize that lay-offs may occur as a result of these changes. The Company agrees that such lay-offs will be effected in accordance with Article 9. In the event of a lay-off resulting from technological change, an employee shall receive (i) eight (8) weeks' notice, and (ii) one month of severance for each year of employment, prorated. The parties agree that lay-offs due to other reasons will continue to be dealt with under Articles 9.5.4 and 9.7.

ARTICLE 10

Jurisdiction

10.1 An employee of the Company not covered ~~by~~ this Agreement shall not perform work normally done by an employee covered by this Agreement except:

- (a) for training or experimental work, or
- (b) as is present practice.

ARTICLE 11

Employee Benefits

11.1 Subject to eligibility requirements, and conditions, employees shall be enrolled in the Standard Broadcasting Corporation Limited Group Benefit Plan. The Company shall pay 100% of the costs of this Plan (except L.T.D.).

11.2 The Company shall not amend the Group Benefits Plan without first having consulted with the Union.

11.3 In the event the Standard Broadcasting Corporation Limited Group Benefit Plan is amended, any such amendment shall not be implemented so as to discriminate against Bargaining Unit employees.

11.4 Employees shall be furnished with a copy of the Standard Broadcasting Corporation Limited Benefit Booklet, and shall be advised in writing of any amendments to the Group Benefit Plan.

11.4.1 Compassionate Leave - When an employee is required to be absent due to death in his immediate family, i.e., spouse, common law spouse, same sex partner, father, mother, sister, brother, child, legal guardian, parents-in-law, brother-in-law, sister-in-law, grandparents, and any relative permanently residing in the employee's household, or with whom the employee resides, he will be granted compassionate leave of absence with pay up to three (3) days, except that an employee shall receive five (5) days with pay in the case of a spouse or child.

11.4.2 The Company may grant compassionate leave

with pay for other than the above-mentioned relatives, or in special circumstances at its sole discretion.

11.4.3 The Company shall consider requests for specified leave for emergencies, e.g., birth of a child, critical illness in the immediate family, or additional travel time to attend a funeral, etc. However, payment for such leave will be at the sole discretion of the Company.

11.5 Medical, Dental and Eye Appointments - The Company, upon prior request, will grant time off to an employee, without loss of pay or other benefits, for medical, dental and eye appointments, provided such appointments do not seriously interfere with the operations of the Company.

11.6 Leave of Absence - The Company may grant a leave of absence to an employee for legitimate personal reasons. This leave of absence would be without pay and any request for such leave shall be in writing, and a copy shall be sent to the Union. An employee shall not work for another employer during a leave of absence without the written permission of the Company.

11.7 Witness or Jury Duty - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods. As well, the employee may retain any fees received for such service. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.

Other absences for personal court appearances are to be taken as vacation or unpaid time off. For example, appearing in court for traffic violations, custody hearings or divorce proceedings would be considered as other

absences.

Employees must immediately provide their Manager and the benefit/payroll administrator with a copy of the request to appear in court, together with a completed Notice of Absenteeism.

11.8 Pension Plan - The Standard Broadcasting Corporation Limited Pension Plan shall apply commencing January 1, 2003. Employees enrolled in the Pension Plan shall each receive annually a statement of their status within the Plan.

11.9 Maternity and Child Care Leave - Maternity leave and child care leave shall be granted in accordance with, and shall be subject, to the relevant provisions of the Canada Labour Code. The Company will keep a copy of the Canada Labour Code, or a summary thereof, posted on a bulletin board at all times and shall provide every employee with a copy of same.

11.10 Notice/Vacation Pay - Where an employee is dismissed for other than gross misconduct he/she shall be given two (2) weeks notice or in lieu of such notice, shall be given two (2) weeks pay plus accrued outstanding vacation pay.

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 his 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 forty cents (40¢) per kilometre with a minimum payment of three dollars (\$3.00) per trip. 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, (other than in unusual circumstances) when other methods of transportation are available and except that employees shall not be required to use their own automobile unless they consent thereto. Employees shall be reimbursed biweekly 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 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, such as travelling time between studios and/or remotes and other assignments in which travelling is authorized.

12.2 Expenses - When an employee is required to

work at a studio or remote location other than his normal place of employment, he shall be reimbursed for the cost of any meal required during his regular meal period while at such remote location.

12.2.1 Employees on "out-of-town" assignments which require overnight accommodation shall receive reimbursement of all reasonable expenses, including first class, single occupancy accommodation, (upon request) and when available.

12.2.2 If an employee requests it, cash will be advanced to him in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment.

12.2.3 Each employee must give an accounting of his expenses with accompanying receipts, wherever possible, as soon as possible after completion of the assignment.

ARTICLE 13

Annual Vacation and Paid Holidays

13.1 Annual Vacations - All regular full-time employees shall be entitled to vacation with pay computed as of June 30th each year, as follows:

- (a) Less than twelve (12) months employment - one and one quarter (1.25) day(s) for each completed month of employment to a maximum of fifteen (15) working days.
- (b) One (1) year of employment but less than ten (10) years of employment - one and one quarter (1.25) working day(s) for each completed month of employment - 15 working days (i.e. 3 calendar weeks).
- (c) Ten (10) years of employment but less than twenty (20) years of employment - one and two thirds (1 2/3) days for each completed months of employment - twenty (20) working days (i.e. 4 calendar weeks).
- (d) Twenty (20) years of employment or more - two and one twelfth (2 1/12) days for each completed month of employment - twenty-five (25) working days (i.e. 5 calendar weeks).
- (e) Notwithstanding a, b, c, d, above, it is recognized that at the time of signing of this agreement certain employees, whose employment commenced prior to October 15, 1999, enjoyed greater annual vacation entitlement. Those employees shall continue to be entitled to their current vacation entitlement if it exceeds the vacation entitlement calculated under the applicable preceding paragraph.

13.1.1 Subject to operational requirements, employees shall have the right to take their vacation at any time, and

subject to scheduling, preference shall be given employees on the basis of seniority within the functional group. The employee's application shall be submitted in writing on a form prescribed by the Company at least sixty (60) days in advance of the projected vacation, and the Company will confirm the granting of such dates forty-five (45) days before the start of the vacation, with the exception that requests for vacation projected to begin and/or end during the months of July and August shall be submitted prior to April 1st to the appropriate Supervisor. Approved vacation schedules for July and August will be posted no later than April 30th. "On-air" personnel (News and Announcers) shall not take their vacation during ratings periods.

13.1.2 An employee shall be entitled to begin and/or end his vacation in conjunction with his scheduled days off.

13.1.3 Vacation schedules may be changed by mutual agreement after the vacation schedules have been posted insofar as it does not affect the original scheduling of another employee's vacation.

13.1.4 The third and/or fourth week of an employee's annual vacation may only be scheduled separate from the basic two (2) week vacation when, in the opinion of the Company, the assignment of the third and/or fourth weeks vacation will interfere with the Company's on-air activities. However, the Company will use their best efforts to schedule a three and/or four week vacation period at the request of an employee.

13.2 Holidays With Pay - The following shall be paid holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

plus any day duly proclaimed by the Federal Government as a public holiday.

In addition to the holidays listed above, two additional holidays (personal days), will be available to be taken at a time mutually agreeable to the employee and the Company effective on January 1st of each year.

13.2.1 If any of the above holidays fall on a Sunday and the day following is proclaimed a holiday by Federal Authority, the Sunday shall be deemed to be the holiday for the purpose of this Agreement.

13.2.2 If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal basic pay for such day at the straight time rate.

13.2.3 If the holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half (2 1/2) times his basic rate (which amount shall include his normal basic pay) for all hours worked, with a minimum credit of six (6) hours.

13.2.4 If the holiday falls on a scheduled day **off** or during his vacation, he shall, by mutual agreement, receive either one and one-half (1 1/2) additional days' pay for that week, or add one (1) day's pay to his annual leave or be given one day off with pay at a mutually agreeable time.

13.2.5 If the holiday falls on a scheduled day off and the employee is required to work, he shall receive three (3) times his basic rate for all hours worked, with a minimum credit of six (6) hours.

13.2.6 For holidays falling under Articles 13.2.3 and 13.2.5 an employee may receive a day off at a mutually agreed time, or by mutual agreement take such day(s) as additional vacation to a total accumulation of five (5) days. This option shall be indicated on the time sheet for the week in which the holiday fell.

Payment received for each holiday as provided in Articles 13.2.3 and 13.2.5 shall be reduced by eight (8) hours basic pay only for each day taken at a mutually agreed time.

An employee leaving the employ of the Company shall receive unused vacation credits provided herein in cash.

ARTICLE 14

Hours and Scheduling of Work

14.1 Work Week - The forty (40) hour work week shall obtain and commence at 12:01 a.m. Monday. The normal work day for employees designated as full-time shall consist of eight (8) hours inclusive of all meal periods and break periods. In most cases eight (8) consecutive hours will apply, but due to the nature of Traffic and **Sports** reporting, split shifts may be sometimes necessary. 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 Office, Switchboard and Clerical staff shall be scheduled five (5) days, Monday to Friday. The Company will schedule a one (1) hour meal period at approximately the midpoint of an eight (8) hour shift and a fifteen (15) minute break period at approximately the midpoint of each four (4) hour shift segment.

14.1.2 For employees in the production group, the Company shall post schedules Tuesday noon for the following week, except that schedules for part-time employees shall be posted by Thursday noon of the week prior. All employees in the production group shall be assigned a lunch period of one (1) hour duration. This lunch period shall be assigned by the Company as close as possible to the halfway point of the employee's shift, without interfering with his on-air duties. Instead of being assigned break periods, these employees shall be allowed to consume refreshments during their on-air shifts and production duties. However, these refreshments shall not interfere with the efficient carrying on of the employee's duties.

14.1.3 Announcer-Operators shall work a maximum of six (6) hours "on-air" in a regular tour of duty, with the exception of the "all-night" Announcer-Operator who may work a seven (7) hour "on-air" tour. If the "on-air" portion of the tour of duty exceeds the hours specified above, the additional "on-air" hours shall be added to the tour of duty and paid at the appropriate overtime rates.

14.1.4 Notice of change of starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the employee's last working day prior to the day of the change. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours, except where the change in schedule is caused by the illness of another employee.

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. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

14.3 Overtime Computation - All scheduled time worked in excess of eight (8) hours in any one day shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rate of the employee. An additional half (1/2) times the basic hourly rate of the employee will be paid for all hours worked in excess of twelve (12) hours in any one day.

14.4 Scheduled Days Off - The two (2) consecutive scheduled days 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 week are taken contiguously to the two (2) consecutive days off in the following week, only one turnaround period shall apply.

14.5 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 1/2) times the basic rate, with a minimum credit of four (4) hours. When an employee agrees to work on a second day off, after having worked on his 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 four (4) hours. Should the hours worked on a day off exceed eight (**8**) hours, all time worked in excess of eight (**8**) hours will be paid at an additional one-half (1/2) the basic rate.

14.5.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the last hour of the previous shift. 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.

14.6 Turnaround - A turnaround period is the period of at least twelve (12) hours between the end of one 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. Turnaround shall not apply to Sports Reporters when working a split shift.

14.6.1 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 14.6.2.

14.6.2 No payment shall be made for the following encroachment:

- (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 negotiations or grievance meetings with Management.

14.7 Call-Back - Should an employee, who has completed his tour of duty, be called back to work, he shall be paid at the time and one-half (1 1/2) rate with a minimum credit of four (4) hours. Should the total hours worked on the day in question exceed twelve (12) hours, time worked in excess of twelve (12) hours will be paid at two (2) times the hourly rate of the employee. Call-back shall be computed separately from the work week. Call-back is not applicable when the work extends into the next scheduled shift.

14.7.1 An employee, at his own discretion, may refuse to work call-back as outlined in Article 14.7 and he shall not be penalized for such refusal. Should all qualified employees who could be reached refuse a call-back, the Company may assign the work to anyone in that functional group.

14.8 Upgrading - In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification than that to which he is usually assigned, he shall be paid eighteen dollars (\$18) per tour of duty. This Article shall not be used for the purpose of eliminating, reducing or displacing employees in the job function to which such employee is being upgraded.

14.9 Time Off in Lieu - Subject to prior approval by his/her supervisor, an employee may elect to receive time

off with pay in lieu of any overtime or days off which were worked or credited. Time off shall be based on the actual rate of the premium or penalty payment earned and shall be in lieu of such payments. All other penalty or premium payments involved shall be liquidated in cash at the normal time. The maximum accrual of credits shall not exceed ten (10) days at any given time and shall be taken at a mutually agreed time.

ARTICLE 15

Excessive Hours and Safety

15.1 The Company agrees to give proper attention to the health of its employees.

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

15.3 No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his employment with the Company.

15.4 The Company shall give consideration to the capabilities of an employee for assignments involving climbing towers, ladders, etc.

15.5 When transportation is provided to employees by

the Company, the appropriate safety standards shall be observed

15.6 The Company and employees will abide by the requirements of the Canada Labour Code - Part II, Occupational Safety and Health Act, and the Canada Non-smokers Health Act on its premises.

Alleged violations for the said acts are to be dealt with pursuant to the enforcement provisions of those acts, and not processed as a grievance/arbitration.

ARTICLE 16

General Wage Provisions and Wages

16.1 General Wage Provisions - Employees shall be paid according to the wage schedule of the classification to which they are assigned. For purposes of computation the hourly rate of the employee shall be **1/40** of the weekly salary.

16.2 Progression up the salary scheduled within each classification shall automatically occur on the first complete pay period of the month nearest the employee's annual anniversary date **of** employment with the Company.

16.3 When an employee is transferred into a higher pay classification, he shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one **(1)** full increment in his former group, plus the amount necessary to place him on step in

the new group, and shall automatically progress upward on the annual anniversary date of employment with the Company. One (1) full increment means the increase in pay that the employee would have next received had he remained in his former classification, or if he is at the top of his scale, the increase he last received in reaching the top rate.

16.4 Employees will be paid twice per month, normally not later than 12:00 noon on the designated pay dates.

Approximately fifty (50%) percent of the employees net monthly basic salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it shall be paid on the last previous banking day. The balance shall be paid on the last banking day of that month.

Overtime payments shall be made every second pay period. The employee's pay stub shall indicate the amount of: Basic Pay, Overtime or Holiday Pay, details of deductions.

16.5 In the event pay day(s) occur during an employee's vacation period, he shall, upon written request, receive his pay cheque(s) prior to going on vacation.

16.6 Any employee returning to work in his former classification after a layoff, shall return at the rate of pay according to his classification at time of said layoff.

16.7 Fee Services - Staff announcers shall receive not less than the applicable fees as provided below in addition to their salaries, for the following services:

(a) **Mini-Motes**

Where an announcer agrees to perform at a remote location outside of his regular shift, or on a day off, he shall be paid a fee of two hundred dollars (\$200) for CKTB and two hundred and twenty-five dollars (\$225) for CHTZ-CHRE, for a period up to four (4) hours and fifty dollars (\$50) for CKTB and fifty-seven dollars (\$57) for CHTZ-CHRE, per hour for each hour, or portion thereof, worked after four (4) hours.

Employees who are required to travel in excess of twenty-five (25) miles from their residence to a remote will receive an additional credit of one (1) hour at the rates provided herein for travel time.

Remote assignments made to bargaining unit employees, after the employee's scheduled working hours or on weekends, shall be assigned on a reasonably equitable basis, having regard for any preference requested by the customer and/or having regard for the company's opinion as to the qualifications of a particular employee(s) to satisfactorily perform the remote assignment.

- (b) Announcers shall receive a flat payment of fifty dollars (\$50) for performing on a remote assignment during their regular tours of duty, in addition to any regular wages or payments received under this Agreement.

- (c) Employees (full-time or part-time) shall be paid a fee of sixty dollars (\$60) to set up a remote outside of their normal working hours. An employee may refuse to set up a remote for this fee on his scheduled day off, and in such event, the provisions of Article 14.5 shall be applicable when assigned to perform these duties.

16.8 Wage Scales

Sept.1/04 Sept.1/05 Sept. 1/06

GROUP 1: Typist/Secretary, Receptionist, Assistant Bookkeeper/Billing Clerk.

Start	\$410.51	\$421.80	\$434.45
1 Year	\$443.79	\$456.00	\$469.68
2 Years	\$477.08	\$490.19	\$504.90

GROUP 2: Promotion Assistant, Creative Director, Operator, Music Director, Library Assistant, Commercial and Production Operator, Traffic Clerk, and Group 1 employees on a merit basis.

Start	\$443.79	\$456.00	\$469.68
1 Year	\$488.18	\$501.60	\$516.65
2Years	\$532.56	\$547.20	\$563.62

GROUP 3: Production Producer, News/Sports Announcer 1, Announcer-Operator 1, and Group 2 employees on a merit basis.

Start	\$477.08	\$490.19	\$504.90
1 Year	\$510.36	\$524.39	\$540.12
2 Years	\$554.75	\$570.00	\$587.11
3 Years	\$599.13	\$615.61	\$634.08
4 Years	\$654.61	\$672.61	\$692.78

GROUP 4: Afternoon Announcer Operator, News/ Sports Announcer 2, and Group 3 employees on a merit basis

Start	\$521.47	\$535.81	\$551.88
1 Year	\$565.84	\$581.40	\$598.84
2 Years	\$610.22	\$627.00	\$645.81
3 Years	\$665.70	\$684.00	\$704.52
4 Years	\$732.26	\$752.40	\$774.97

GROUP 5: Senior Announcer-Operator, Morning Drive Announcer, Senior News/Sports Announcer, Assistant Chief Engineer, and Group 4 employees on a merit basis

Start	\$621.31	\$638.40	\$657.55
1 Year	\$654.61	\$672.61	\$692.78
2 Years	\$698.98	\$718.20	\$739.75
3 Years	\$765.55	\$786.60	\$810.20
4 Years	\$832.11	\$855.00	\$880.65

16.8.1 The rates in the above wage scales are minimum rates and nothing shall prevent the Company from paying an employee more than the minimum rates.

16.8.2 Effective September 1, 2004 the wage scales for all groups shall be increased by two and one-half percent (2.5%). Effective September 1, 2005 the wage scales for all groups shall be increased by two and three quarter percent (2.75%). Effective September 1, 2006 the wage scales for all groups shall be increased by three percent (3%). All of which is reflected within the wage scales in Article 16.8.

16.8.3 An employee on September 1, 2004, September 1, 2005 and September 1, 2006 who is paid more than stipulated by their seniority level in the applicable wage scale grouping, shall have his/her salary increased by an amount based on the percentage (%) increase stipulated in Article 16.8.2 above, calculated against the amount stipulated in the Agreement for the applicable wage scale grouping and their seniority.

16.8.4 All wage increases shall be paid retroactive to September 1, 2004.

ARTICLE 17

Duration of Agreement

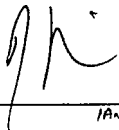
17.1 This Agreement shall commence on September 1, 2004, and remain in force until August 31, 2007, and from year to year thereafter, unless either party notifies the other by registered mail or fax, not more than four (4) months and not less than thirty (30) days prior to the date of expiry, of its intent to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until a lawful strike or lockout is executed pursuant to the


provisions of the Canada Labour Code, whichever first occurs.

17.1.1 If notice to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) 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.


IN WITNESS WHEREOF the Parties hereto have caused this Agreement and attached Letters to be executed by their duly authorized representatives this ^{70th} day of JANUARY, 2005.

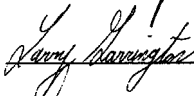
For the Company

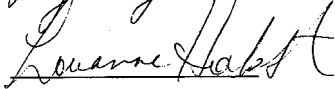


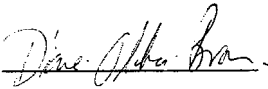
IAN MAGE


For the Union









LETTER OF AGREEMENT NO. 1

It is recognized by the parties hereto that "Swing Announcers" may be hired in the bargaining unit for the following purposes: working weekend, overnight shifts, to cover vacations, illness and days off of the regular announcers, to cover remotes, production work, etc. Such employees will be guaranteed a minimum annual salary and number of work days per year to be detailed in a signed agreement between the employee and the Company, a copy of which will be filed with, and approved by, the National Union.

Due to the nature and requirements of the work of Swing Announcers, it is agreed that the provisions of Articles **14.1, 14.1.1, 14.1.4, 14.4, 14.5, 14.5.1, 14.8** - Hours and Scheduling of Work shall not apply. In lieu thereof the following shall apply:

1. The hours of work scheduled and days off shall be averaged over a thirteen (13) week period.
2. A minimum of twenty-six (26) scheduled days off shall occur.
3. All work performed in excess of sixty-five (65) working days shall be paid at one and one-half (1 1/2) times the basic hourly rate of the employee.
4. No employee shall be required to work in excess of twelve (12) consecutive days.
5. Where an employee works twelve (12) consecutive days he/she shall be entitled to two (2) consecutive days off.

A minimum annual salary and number of work days per year shall not apply where the employee has been laid-off, or is terminated for disciplinary reasons.

A copy of any agreement between the Company and a swing announcer shall be supplied to the Union.

LETTER OF AGREEMENT NO. 2

The parties agree that Announcer-Operators may be assigned to make personal appearances on behalf of either CKTB, CHTZ or CHRE at promotional events without additional compensation under the Collective Agreement. Such appearances shall be for a maximum of three (3) hours and may only be assigned on an occasional and equitable basis among Announcer-Operators of each station. The above does not include Fee Services as outlined in Article 16.7 (a) and (b), where the client pays a remote fee to the Company.

Reasonable expenses incurred during such assignments will be paid where such expenses have been approved by the Company in advance.

LETTER OF AGREEMENT NO. 3

RE STUDENTS

CEP agrees to temporarily waive certain of its jurisdictional rights in order to assist students in obtaining practical broadcasting experience, and on the following basis:

- 1) In advance of a student coming to the workplace, the company shall send notification to the Local and the National Union setting out:
 - a) The time frame that the student will be at the station.
 - b) The name of the student.
 - c) The name of the institution that the student is actively attending, and
 - d) The area of the station where the student will be working.
- 2) This waiver allows the aforementioned students to perform "hands on" bargaining unit work only at a time when a member of the bargaining unit who normally performs such functions is supervising.
- 3) This waiver will not be used to avoid any overtime or premium payments, or to avoid the assignment of any work that would normally be performed by members of the bargaining unit;
- 4) This Letter of Understanding may be withdrawn by the Union upon written notification to the Company.

LETTER OF AGREEMENT NO. 4

RE BARGAINING UNIT

During negotiations for a new collective agreement on September 19 and 20, 2002, the parties reached agreement on the following issues with respect to the bargaining unit.

1. The position of Promotions Director will be excluded from the bargaining unit.
2. The following person shall not be included in the bargaining unit:

Michael Miller (Bensson)

3. Item 2 shall apply during the term of the new collective agreement for the period September 1, 2004 through August 31, 2007, except that if the person identified in item 2 leaves his position with the company, any replacement employee shall be included in the bargaining unit.

LETTER OF AGREEMENT NO. 5

24
24
25
25
25
26
26
26
26
26
26
27
28
28
28
30
32
32
32
34
34
34
34
35
36
36
36
37
37
38
38
38
39
40
41

To: Allan R. Foster, National Representative

During the negotiations with respect to a new collective agreement for radio stations CKTB, CHTZ-FM and CHRE, you proposed an amendment to Article 10.1 of the old collective agreement. We advised you that the Union's proposed amendment was unacceptable, as it fundamentally altered the scope and meaning of Article 10.1. You advised that the Union was only seeking the amendment because previous ownership had attempted to place an interpretation on Article 10.1 which the Union believed was inconsistent with the intentions of the parties. We agreed that Article 10.1 would not be amended and that I would confirm to you, on behalf of the company, our understanding of Article 10.1. Accordingly, I confirm that we understand Article 10.1 to be a prohibition against management doing bargaining unit work, except in the two referenced circumstances- i.e. for training or experimental work, or where present practice is for management to do the work. It is our further understanding that Article 10.1 does not address any other matter.

Eldon J. Bennett,
Aird & Berlis

SS
/