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No. OF EMPLOYEES	14
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AGREEMENT

between

TRI-CO BROADCASTING LTD. *Limited*
CJSS-AM - CFLG-FM RADIO - CORNWALL

- AND -

**COMMUNICATIONS ENERGY AND PAPERWORKERS
UNION OF CANADA**

SEPTEMBER 1, 1998

to

AUGUST 31, 2002

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SEP 16 1999

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This Agreement Executed

BETWEEN: **Tri-Co Broadcasting Ltd.
CJSS-AM - CFLG-FM Radio -
Cornwall**

Hereinafter referred to as the "Company"

Party of the First Part

AND: **Communications, Energy and
Paperworkers Union of Canada
(CEP)**

Hereinafter referred to as the "Union"

Party of the Second Part

ARTICLE 1

Intent

1.1 It is the objective of the parties that the obligation of the Company for successful prosecution of its business and fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

It is therefore the intent of the parties hereto to set forth herein their agreement with respect to the rates of pay, hours

of work, and conditions of employment to be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Company during the life of this Agreement, and to promote harmonious relations between the Company, its employees and the Union.

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.

2.1.1 Wherever in the wording of this 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 sole and exclusive collective bargaining agency for all employees in the unit set forth in the certification of the Canada Labour Relations Board dated December 2, 1975 as set forth below and amended Agreement:

"All employees of Tri-Co Broadcasting Limited, Cornwall, Ontario, excluding the President, Vice-president, General Manager, Program Directors, Secretary to the President, Accountant, Maintenance Engineer, Operations Manager,

Sports Director, News Director, Sales Manager, Salespersons and Sales Secretary."

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) Clerical and Reception
- B) Continuity Clerk and Sr. Continuity Clerk
- C) Traffic Clerk and Sr. Traffic Clerk
- D) News/Sports Reporter, Sr. News/Sports Reporter, News Supervisor
- E) Announcer 1 and 11, Production Technician
- F) Jr. Production Operator
- G) Promotion Coordinator
- H) Jr. Maintenance Technician and Maintenance Technician
- I) Operator AM/FM

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. During the probationary period, the Company may release the employee at any time for reasonable cause.

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 employee and the Union by letter, stating the reason for such extension.

2.3.2

- a) Part-time employees shall be paid based on the wage rates for the classification to which they are assigned, and such employees shall be paid for a minimum of four **(4)** hours per day, to a maximum of twenty-eight **(28)** hours per week. The maximum hours per week shall not apply when part-time employees are hired during vacation relief or when part-time employees are hired to cover the absence of another employee who is on sick leave, leave for Union activities, or for a period of up to four **(4)** weeks to cover a vacancy, or to cover for another employee away on official Company business (**e.g.**, training seminars, meetings, hockey broadcasts, etc.).
- b) 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, for their seniority and probationary period will be calculated accordingly. Such accreditation of hours shall only occur where the change from part-time to full-time status is within the same functional group (see Article **2.3**). **If** change is to a different functional group then no accreditation of hours shall occur.
- c) Part-time employees shall be governed by the provisions of this Agreement with the exception of the articles pertaining to sick leave and bereavement leave.

- d) A part-time employee who does not work on a legal holiday (ref: Article 12.1) is entitled to and shall receive 1/20 of the gross wages he has earned during the previous thirty (30) calendar days as payment for the holiday.

ARTICLE 3

Management Rights

- 3.1** It is understood that the most significant factors to be considered by the management of Tri-Co Broadcasting when evaluating the workforce is the measurement of qualifications, skill, ability and performance, which rests solely with the management of Tri-Co Broadcasting. Such measurement shall be done in good faith and not arbitrarily or discriminatorily.

To operate and manage the business in which Tri-Co Broadcasting is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to require employees to work overtime, to determine from time to time the number of personnel required, the services to be performed and the methods, including subcontracting, freelance/contracting, news stringers, procedure and equipment to be used in connection therewith, the schedule of work, the assignment of jobs, the size of the working force, the job content and classification, and the number of employees in a classification, to designate the Place of work and to curtail or cease operations.

- 3.2** The "rights" referred to above shall be exercised in a fair and reasonable manner and consistent with all the other provisions of the Agreement.

ARTICLE 4

Union Security and Dues Checkoff

- 4.1** The parties hereto agree that any employee of the Employer covered by this Agreement shall have freedom of choice as to becoming a member or not of **CEP**
- 4.1.1** During the term of this Agreement, the Company agrees to deduct monthly an amount equal to the uniform dues **as** levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of gross monthly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.
- 4.1.2** The Company agrees to remit the monies **so** deducted to the Union or its nominee, monthly by cheque, payable to the National Secretary-Treasurer of **CEP**. The Company shall endeavour to remit such dues by the fifteenth of the month following the month for which the dues are deducted, but in any event, not later than the end of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the employees from whom deductions have been made, the respective amounts deducted and the employees within the

bargaining unit who have left or joined the Company since the last payment.

- 4.1.3** 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, resulting from any irregularities committed by the Union or its officers.
- 4.1.4** Each year the Company shall indicate the total amount of Union dues deducted at the source and forwarded to the Union for the calendar year in question on the T-4 or TP-4 income-tax slips issued to employees.
- 4.1.5** The Local Union President shall be notified in writing at the time of hiring or discharge of an employee. The Company shall at the time of hiring an employee, provide the Union and the Local President with a "letter of employment". This letter shall be attached to the employment advice when sent to the Union.
- 4.2 Notices to Union** - The Company shall forward to the office of the Union designated with the responsibility of administering this Agreement.
- a) Within three (3) working days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
 - b) Notice of suspension or any disciplinary action placed on an employee's file within the bargaining unit. Failure to provide such notices within the required time limits shall void the action taken or contemplated and

all references to the specific event shall be removed from the personnel files.

- c) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.

4.3 Union Access to Premises - One (1) accredited representative of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the representative entitling him to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

4.4 Bulletin Boards - A bulletin board shall be made available by the Company to be used by the Union for posting notices of the following type:

- a) notices of Union recreational and social affairs;
- b) notices of Union elections;
- c) notices of Union appointments and results of Union elections;
- d) notices of Union meetings;

- e) notices of Union committee reports;
- f) other notices as may be agreed upon by the Company and the Union;
- g) general CEP information.

4.5 Leave For Union Activities - Leave without pay shall be granted to an employee duly authorized to represent employees of this bargaining unit at Executive, Council meetings or Conventions of the Union. A request for such leave shall be submitted at least fifteen (15) days in advance.

4.5.1 Upon request by the Union, the Company agrees to release without loss of pay or leave credit up to two (2) Union representatives to attend negotiating sessions with Management.

A request for such release shall be submitted seven (7) days in advance of the first day of such meetings.

4.6 Nondiscrimination - The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful 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.

- 4.7 Sexual Harassment-** The Canada Labour Code, Part III, provides that every employer must establish and enforce a policy with respect to Sexual Harassment. Any final resolution of a complaint will be processed by the Canadian Human Rights Commission and not through the grievance procedure. A copy of the current policy has been reproduced, for informational purposes only, at the back of this Agreement.

ARTICLE 5

No Strike, Lockout or Strike Breaking

- 5.1** The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studios or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs not normally fed to such facility, nor will the Company require any employee to perform the duties of any other employee who is engaged in a lawful strike.
- 5.2** An employee shall have the right to refuse to cross a picket line set up by any labour union while engaged in a lawful strike where the employee has good reason to believe that such crossing might endanger their person or property.
- 5.3** The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike either sit-down or stay-in, or any 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.

ARTICLE 6

Grievance Procedure

6.1 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 of this Agreement. In the event of a dispute between any member or members of the bargaining unit and the Company in reference to any condition of employment, the following shall be the procedure for the adjustment and settlement thereof:

Step 1: The grievance shall be reduced to writing and a copy thereof delivered to the management (or designee most directly connected with the current problem) within ten (10) calendar days of the arising of such grievance. A copy shall **also be** simultaneously delivered to the employee designated by the employees as their Group Chairman,

Step 2: The grievance shall be discussed with the Management (or designee most directly connected with the current problem), and the Local Grievance Committee consisting of up to three (3) members. Such discussions will deal with grievances of which at least ~~two~~ (2) calendar days' notice shall have been received. Such meetings shall take place within ten (10) days of the request for a meeting.

Step 3: If the grievance is not recorded as settled within ten (10) calendar days after the initial report thereof, the dispute shall be referred to the President of the Company or his/her designee, and the Union office for further discussion and consideration.

Step 4: 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 final and binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator, the Federal Minister of Labour shall at the request of either party appoint an arbitrator. The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall have the power to direct, if he/she thinks proper, that any employee who has been wrongfully suspended, discharged or otherwise disciplined shall be reinstated or otherwise with any other benefit under this Agreement which may have been lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the arbitrator. Any fees and/or expenses of the arbitrator shall be borne equally by the Company and the Union.

6.2 If either of the parties to this Agreement considers that this Agreement is being misunderstood, misinterpreted, or violated in any way by the other party, the matter may be discussed between representatives of the Company and the Union and, if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 6.1.

6.3 Time Limits - Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays and may be extended by mutual consent.

6.4 Grievance committee members [maximum of two (2)] plus any grievors shall suffer no loss of pay or benefits when

attending grievance meetings with the Company or when attending arbitration hearings.

ARTICLE 7

Reports on Performance

- 7.1** An employee shall be notified in writing, of any expression of dissatisfaction concerning his/her work, within ten (10) working days of cause for dissatisfaction becoming known to his/her supervisor. An employee shall be furnished with a copy of any complaint or accusation which may be detrimental to his/her advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. Failure to comply with the requirements of this clause shall render the complaint null and void.
- 7.2** The employee's reply in writing to such complaint or accusation if received within ten (10) working days after they have been given the notice referred to in Article 7.1 above, shall become part of his/her record. If such reply is not so received, it will not become part of the record for use by the employee at any time.
- 7.3** An employee shall have access to his/her performance file upon request, in the presence of their supervisor during office hours, Monday through Friday.
- 7.4** The contents of any notice of dissatisfaction which has been placed on an employee's record in accordance with

Article 7.1 shall be removed from the employee's personnel record twenty-four (24) months after the date of notice and shall not be used against the employee for any purpose thereafter.

ARTICLE 8

Seniority, Layoffs and Discharge

8.1 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 with the Company. It shall relate, within each functional group as specified in Article 2.3 to the order of layoffs, rehiring, choice of vacation period and promotions (as specified in Article 8.2).

8.2 Promotions

- a) The employee with the most Company seniority shall, if in the opinion of the Company he/she meets the necessary qualifications for the position, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher classification. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A vacancy shall be posted a minimum of seven (7) days prior to filling the vacancy. Any vacancy 'posting' shall include all pertinent details, including the 'necessary' qualifications. It is agreed that part-time employees shall be considered for any full-time job openings, prior to the Company hiring from among outside applicants.

- b) All internal applicants will be interviewed and will be given preferential consideration for the position prior to interviewing any external applicants.
- c) Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if **so** requested, why his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.
- d) Article 8.2 shall not apply to any classifications in Functional Groups **D & E** (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.

8.2.1 An employee promoted to **fill** a vacancy in a higher classification shall be on a trial period in such classification for a period of three (3) months. The Company may, at any time during the trial period, return the employee, for reasonable cause, to his/her former classification with no **loss** of seniority. At the conclusion of a successful trial period the employee will be advised in writing that the promotion has been made permanent.

8.2.2 No employee shall be penalized in any way for refusing a transfer or promotion to a position not included in the bargaining unit.

8.3 Discharge - The discharge of an employee or disciplinary action against an employee shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct as mutually agreed to by the Company and the Union, shall be entitled to **severance pay**, as provided in Article 10.5 of this Agreement, in lieu of notice. An employee who is dismissed shall be **entitled to two (2) weeks' notice** or in lieu of such notice shall be given **two (2) weeks' pay**, plus accrued vacation pay. Probationary employees shall be entitled to one ~~(1)~~ **Week's** notice or pay in lieu thereof.

8.3.1 Article 8.3 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 re-assign 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 ~~(1)~~ **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 re-assign 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.

8.4 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.

8.4.1 The Company will advise the Union and the employees, in writing, of any proposed layoffs as far in advance as is possible.

8.4.2 The Notice of layoff to the Union shall include a list of the **jobs** declared redundant specifying which are to be left vacant and which are to be abolished, and the individuals to be laid off.

8.5 Recall of Laid-off Employees - A laid-off employee shall be notified in writing and offered a position, in the event that the Company determines there is a vacancy in a position for which the laid off employee has, in the opinion of the Company, the necessary qualifications, skill, ability and performance. The Company shall have fulfilled its obligation upon sending the notice in the form of a registered letter and notification of acceptance shall be within ten (10) working days of mailing date. After twelve (12) months from the actual date of the employee's last day of work the employee's right to recall shall expire.

ARTICLE 9

Jurisdiction, New Devices and Methods

- 9.1 Jurisdiction** - The Company shall continue the practice of assigning duties relating to the preparation, administration, announcing, audition, rehearsal, recording and/or broadcast of the Company's radio programs to employees as defined in Article 2.2 of the Agreement.
- 9.2 New Devices and Methods** - Employees will be given one hundred and twenty (120) days after the date of the introduction of any new equipment, machinery or process in order to obtain proficiency in their duties. All opportunity for retraining on the new equipment, machinery or process pursuant to this Article will be provided by the Company during normal working hours and employees, during the period of retraining, shall be paid at the normal rate of wages. If an employee has failed to demonstrate sufficient ability in operating the new equipment, machinery or process to ensure the efficient operation of the enterprise of the Company, the employee will be laid off.

It is understood that when an employee is laid off in accordance with the provisions of this Article, the provisions of Articles 8.4, 8.4.1, and 8.4.2 shall not apply.

ARTICLE 10

Employee Benefits

10.1 Sick Leave - After three (3) months of employment an employee who was absent because of illness shall receive sick leave with **full** pay for a period of twelve (**12**) days per calendar year to a maximum accumulation of eighty-five (**85**) working days, provided such employee complies with the following requirements:

- a) When taken **ill** the employee shall notify his/her Department Head, or in their absence, an on-duty employee in the area, at least one hour before the shift commences and where possible at least **two** (2) hours prior to the shift start.
- b) An employee **shall** submit a doctor's certificate following three (3) continuous sick leave days **if** requested to **do so** by the Employer.

Sick leave is not to be construed as vacation time. If an employee is absent because of illness beyond his/her accumulated sick leave, further sick leave with pay shall be at the discretion of the Company.

10.1.1 Leave For Employees With Child Care Responsibilities

As required by the Canada **Labour Code**, every employee is entitled to and shall be granted a leave **of** absence as follows:

- (1) Where an employee provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, the employee is entitled to and shall **be** granted a leave of absence from employment of up to seventeen (17) weeks, which may commence not earlier than eleven ~~(11)~~ weeks prior to the estimated date **of** her confinement and end not later than seventeen **(17)** weeks following the actual day of confinement.
- (2) Where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four **(24)** weeks commencing as the employee elects,
 - (i) in the case of a female employee,
 - a) on the expiration of any leave of absence from employment taken by her under paragraph ~~(1a)~~ above,
 - b) on the day the child is born, or
 - c) on the day the **child** comes into her actual care and custody.
 - (ii) in the case of a male employee,
 - a) on the expiration of any leave of **absence** from employment taken in respect of the child by a female employee under paragraph ~~(1a)~~ above,

- b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province,
- c) on the day the child is born, or
- d) on the day the child comes into the employee's actual care and custody.

(iii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an Order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four **(24)** weeks commencing on the day the child comes into the employee's care.

(3) Where both parents work in a business governed by the Canada Labour Code, (Federal jurisdiction), the twenty-four **(24)** weeks may be shared but the aggregate total is not to exceed twenty-four **(24)** weeks.

(4) An employee must give four **(4)** weeks' notice in writing of his/her intention to take such leave unless there is a valid reason why such notice cannot be given. Notice must also include the length of leave intended to be taken.

Note: If the length of leave is to be changed, after the original notice or while on leave, four **(4)** weeks' notice in writing is required except where valid reasons exist.

10.1.2 The taking of leave is not mandatory. The Employer may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Employer. **If** the inability test is met, then the forced leave is only for such time **as** the inability to perform the essential function continues.

10.1.3 Employees who intend to take leave may request in writing to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Employer must provide such notices in writing.

10.1.4

- a) The employee upon return to work at the conclusion of such care leave will be reinstated in her former classification. If she fails to return, she may, at the Employer's discretion, be terminated from the staff at the conclusion of the period for which the leave of absence was granted.
- b) If wages and benefits are changed as part of a plan to reorganize the Employer's establishment, including collective agreement revisions, the employee is entitled, on being reinstated, to receive wages and benefits **as** if the employee had been working during the reorganization.

When such reorganization takes place which will result in a change in wages and benefits, the Employer must notify the employee in writing **as** soon as possible.

10.1.5

- a) ~~Seniority will continue~~ to accrue, without interruption during Child Care Leave, except that vacation credits shall not accrue during such leave. The Employer shall pay its required portion of the premiums of the benefit plans contained in Article 10.2 during **Child** Care Leave.
- b) Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count **as** service with the Employer when calculation of benefits **is** made.

10.1.6 The Employer shall **not** dismiss, suspend, layoff, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 10.1.1. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

10.2 Medical - The Company agrees to pay the benefit premiums in accordance with the following schedule, for full-time employees:

- a) After three (3) months' service - fifty percent (50%)
After one ~~(1)~~ year's service - seventy percent (70%)
After ~~two~~ (2) years' service - one hundred percent (100%)

The Group Benefits Plan, or any medical coverage introduced by federal or provincial governments to replace any of the current plans during the life of this Agreement covering the employee, his/her spouse, and children, provided the employee complies with all membership requirements. The Company shall immediately upon the hiring of any new employee, enroll such employee in **all** the benefit plans described below, unless such employee requests an exclusion from any benefit(s) because of a duplication of coverage(s).

- b) Basic Life Insurance - 1 x annual earnings
\$5,000 on retirement
- c) Dependent Life Insurance -
 - Spouse \$5,000
 - Child \$2,500
- d) Basic AD and D - 1 x annual earnings
- e) Comprehensive Health Care - 100% of eligible expenses -
 - prescribed drugs
 - private nursing duty - up to \$25,000 maximum
 - out-of-country emergency treatment
 - paramedical services up to \$300 per year
 - hearing aids up to \$300 - every five years
 - convalescent care
 - semi-private hospital coverage
- f) A part-time employee hired prior to September 1, 1980 who normally works eighteen (18) hours or more per

week on a continuing basis shall be eligible to receive the medical benefits and sick leave provisions under this Agreement.

- g) The Company agrees to provide benefits no less favourable than those provided at the date of signing the Memorandum and furthermore that all such benefits shall be kept in force during the term of this Agreement. [See item (a) for benefits].
- h) The LTD benefits shall commence not later than seventeen (17) weeks after first disabled. The total cost of this insurance shall be borne by the employee.

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

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

Additional travel time will not be unreasonably withheld from employees where required due to distant travel.

It is understood that such leave with pay will apply only to days on which the employee normally would be required to

work. The term "funeral" does not include "memorial service". Payment for such days shall be at the employee's basic regular hourly rate, exclusive of premium.

10.4 Witness or Jury Duty - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, provided the employee returns to work if they are released from jury duty prior to 1:00 p.m. An employee serving on jury duty will not be assigned to work on evenings or weekends during such jury service.

10.5 Severance Pay - Severance pay shall be paid on the following basis to an employee dismissed for other than gross misconduct, or gross insubordination.

10.5.1 After one (1) year of completed service, one (1) week's salary for each year of service up to a maximum of six (6) weeks' salary. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

10.5.2 The Company, at its discretion, may grant severance pay for other reasons.

10.6 Outside Activities - Employees shall be free to engage in any activities (gainful employment) outside the hours of work, provided:

- a) that such activities are not in direct competition with the activities of the Company;
- b) that no employee may exploit his/her connection with the Company;

- c) that such activity does not adversely affect the performance of their duties for the Company;
- d) any employee who runs for any public elected office shall take leave of absence without pay during the campaign. Should the employee become elected, he/she would be required to resign from their employment at Tri-Co Broadcasting;
- e) Company will not grant a leave of absence during rating periods.

ARTICLE 11

Transportation and Travel Expenses

- 11.1** The Company shall reimburse each employee for all necessary travelling and other expenses when such travel or other expenses are authorized by the Company.
- 11.2** Employees shall not use their own automobiles on Company business. The Company will supply a Company vehicle or taxi expense if an employee is required to travel. All employees will report to the Company's studios before proceeding on an assignment.
- 11.3** On out-of-town assignments an advance to cover the estimated expense costs will be given employees before departure.
- 11.4** An accounting of such expenditures will be made by an employee within five (5) days of his/her return to home base

on forms prescribed by the Company and employees shall be reimbursed weekly for all such authorized expenses.

11.5 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any 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 assignment by the Company except in cases of proven negligence or impairment.

11.6 Employees shall not be credited for time or expenses incurred in reporting to and from work at the studios or transmitters where they are regularly employed except as provided in Article 13.6.1. Employees shall be credited with all time used thereafter during their day's assignments, such as travelling time between studios and/or remotes and other assignments in which travelling is authorized.

ARTICLE 12

Holidays and Annual Vacation

12.1 **Holidays and Holiday Pay** - The Company recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

plus any day duly proclaimed by Federal or Provincial Authority. In addition to the above, employees shall receive one (1) "floating holiday" to be taken at a mutually agreed time each calendar year.

The parties agree that "Easter Monday" is a Company holiday. In that respect the Company agrees that only essential staff shall be scheduled to work in order to maintain the operation. Full-time employees who are scheduled to work shall receive an additional floating holiday in lieu of "Easter Monday" which shall be scheduled later on a date mutually agreed between the employee and the Company. In the case of "Easter Monday" only Article 12.1.1 c) and d) shall not apply.

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

- a) If the holiday falls on a regular working day and the employee is not required to work, he/she shall receive their normal basic pay for such day.
- b) If the holiday falls on a regularly scheduled day off or during their vacation period, the employee may add one (1) day to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall indicate their choice on their weekly time sheet for such holiday.
- c) If the holiday falls on a regularly scheduled work day and the employee is required to work, he/she shall receive two and one-half (2½) times their basic rate for all hours worked or the employee shall at their option

receive their basic pay plus one-half ($\frac{1}{2}$) times their basic rate for all hours worked up to seven (7) hours, and ~~two~~ and one-half times basic thereafter and the employee shall be permitted to add one ~~(1) day~~ to his/her annual leave or be given one ~~(1) day~~ off at a mutually agreeable time. The employee shall indicate their option on their weekly time sheet for such holiday.

- d) If the holiday falls on an employee's scheduled day off and the employee is required to work, he/she shall receive three (3) times their basic rate for all hours worked; or they shall, at their option, receive ~~two~~ (2) times their basic rate for all hours worked; and shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall indicate his/her option on the weekly time sheet for such holiday together with a written notification to the General Manager. Payment made under Article 12.1.1 (b) shall be the only over-time payment made in this circumstance.

12.2 By November 15th of each year, the employee will advise the Company of his/her preference of days off to be scheduled over the Christmas and New Year's holidays. Each employee will be scheduled off at either Christmas Day or New Year's Day. The employee's choice of days off over the holiday period will be granted **on** the basis of Company seniority within the functional group. Every employee shall be released by 6:00 p.m. on the eve of the holiday **so** scheduled. The holiday schedule shall be posted not later than December 1st each year and an employee who is scheduled off on the holiday(s) will not subsequently be required to work on the holiday(s) without their agreement.

12.3 Annual Vacations and Holidays - Employees shall be entitled to and shall receive an annual vacation with pay on the following basis:

12.3.1 Leave with pay for vacation shall be given employees as an earned right on the following basis:

One month but less than **12** months - **1** day per month of service
12 months but less than **24** months - **2** calendar weeks plus **2** working days

24 months but less than **36** months - **3** calendar weeks

36 months but less than **48** months - **3** calendar weeks plus **1** working day

48 months but less than **60** months - **3** calendar weeks plus **2** working days

60 months but less than **72** months - **3** calendar weeks plus **3** working days

72 months but less than **84** months - **3** calendar weeks plus **4** working days

84 months and over - **4** calendar weeks

Employees with fifteen or more years of seniority on August 31, **1998** shall earn five (5) calendar weeks of vacation.

The above leave shall be computed as of July 1st of each calendar year and shall be in addition to any other vacation credits earned in other Articles of this Agreement. Vacation pay shall be the greater of:

- a) as provided above, or,
- b) as provided in the Canada Labour Code, Part III, Division IV, Section 183; "Vacation pay means four percent (4%) or, after six (6) consecutive years of employment by one employer, six percent (6%) of the wages of an employee

during the year of employment in respect of which an employee is entitled to the vacation." Wages include every form of remuneration including vacation pay.

12.3.2 An employee shall be entitled to receive at least two (2) consecutive weeks of annual vacation. Furthermore, an employee shall be entitled to receive the third week of annual leave consecutive with the first two (2) weeks. On-air personnel will not be allowed vacation during actual rating periods nor in the one week prior to the actual rating period.

12.3.3 No more than one (1) employee at a time, per department, will be allowed to take annual vacation, unless authorized by the Company.

12.4 Vacation periods shall be scheduled between May 1st and October 31st, and preference shall be given employees on the basis of Company seniority within the functional group (see Article 2.3). The employee's application shall be submitted in writing on a form prescribed by the Company, by April 1st. Vacation schedules shall be posted by April 15th of each year. Vacations may be granted outside the vacation period when requested by the employee and approved by the Company.

In addition and when the projected vacation is to begin and/or end during the months of July and August, the following procedure shall apply:

There shall be two selections by employees wishing time off in July and August. In the initial selection and in respect of the April 1st request, employees wishing to take vacation during July and/or August shall be limited to no more than

three weeks, which may be consecutive, during this period. Preference shall be given employees on the basis of Company seniority within the functional group (see Article 2.3). Employees who did not make an initial selection for vacation availability during July and/or August or employees who wish to make an additional selection during these months shall make such request by June 1st each year. Preference shall be given employees on the basis of Company seniority within the functional group. The Company shall post an additional vacation schedule for any remaining requests during July and August by June 15th.

Any employee who fails to apply for vacation leave in accordance with this Article shall lose their preference for vacation period.

12.4.1 In the event a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.

12.4.2 Applications for vacation outside of the vacation period will not be unreasonably denied.

12.4.3 Vacation credits not used by an employee by April 1st may be assigned by the Company between April 1st and April 30th.

12.4.4 In special circumstances and with the consent of the Company, employees may be allowed to waive a portion of their vacation period and allow a portion of their vacation credits to accumulate from year to year.

However, at no time will an employee be permitted to hold over any vacation credits in excess of one ~~(1)~~ week.

12.5 Prior to going on vacation of five (5) days or more, an employee may request and shall receive a written notification of a pre-arranged time to report back to work.

12.6 If employment is terminated for any reason or is temporarily interrupted by military leave of absence, accrued vacation credits shall be liquidated in cash.

ARTICLE 13

Hours and Scheduling of Work

13.1 Work Week - The thirty-five (35) hour work week (first meal exclusive), shall obtain and commence at 12:01 a.m. on Monday. The Company shall continue as in the past to schedule weekends off (Saturday and Sunday) as frequently as possible.

Tour of Duty:

A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day with a minimum credit of seven (7) hours [six (6) hours for "on-air" employees, calculated to the end of the last quarter (1/4) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. The "on-air" portion of the tour/shift for employees in functional Group E) shall not exceed six (6) hours. Tour of duty for part-timers shall

consist of a minimum of four **(4)** hours, to a maximum of eight (8) hours.

Work Days and Days Off

There shall be **two** (2) days off in each work week. The **two** (2) days off may be split. 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.

The **two** (2) consecutive scheduled days off shall consist of forty-eight **(48)** hours plus the turnaround period of twelve **(12)** hours for a total of sixty (60) hours.

13.1.1 It is understood that the base salary for a Radio Announcer or a **News/Sportscaster** is full compensation for all work performed on radio during their thirty-five (35) hour weekly schedule, including commercial programs, commercial announcements, writing and production as necessary. However, should any authorized preparatory work such as writing, research or producing require the performer to exceed their thirty-five (35) hour weekly schedule, the employee will be compensated as per the overtime schedule of this Agreement, when authorized.

13.1.2 When a commercial program originates from a remote location during the Radio Announcer's assigned shift, no remote fee shall be payable. If, however, the remote broadcast is outside their regular shift, the employee shall be compensated as per the overtime rates of this Agreement if applicable. If the remote broadcast takes the form of "remote cut-ins" which do not require the normal preparatory time of a studio broadcast, the employee will be compen-

sated in accordance with the fee schedule below. In this case normal overtime rates will not apply. (No fees are payable for remotes or cut-ins designated as public service, promotional or charitable broadcasts, nor do overtime rates apply in such cases, provided that such remotes are distributed on an equitable basis).

Definitions:

- (a) Commercial Program means a program which contains a commercial(s) or advertising message(s), including any announcement which mentions an advertiser, service, product or any activity being promoted by an advertiser.
- (b) Announcer means an employee classified as Announcer I or II in Group V or VI and the Sports/News Announcers.

Employees may voluntarily agree to perform commercial cut-ins on their day off. Announcers will not be penalized in any way whatsoever for refusing to perform these assignments.

It is agreed and understood that when an employee agrees to work on a scheduled day off (ref: Article 13.4) and work performed is a remote broadcast which takes the form of remote cut-ins, the employee shall be compensated in accordance with the cut in schedule of fees. Article 13.4 shall not apply.

Schedule of Fees

	<u>Salary</u>	<u>1st Station</u>	<u>2nd Station</u>
Assigned tour of duty	Regular	\$4. per cut-in	\$4. per cut-in
Outside tour of duty		\$25 per hour or part thereof	\$4. per cut-in 13.6 does not apply
Day Off		\$25 per hour with a minimum four hour call	\$4. per cut-in 13.6 does not apply

13.2 Schedule Postina -

Each employee's work schedule shall be posted by Monday noon of the week prior to the week covered by the work schedule. Notice of change in starting time shall be given as much in advance as possible, but not later than 1:30 p.m., or in the case of an employee working evening shifts (3:00 p.m. or later start) by 5:00 p.m. of the 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. It is the intent of the foregoing to ensure that each employee shall be apprised of their daily work schedule at the earliest possible time.

When a scheduled day off is changed without notice being given by 1:30 p.m., or in the case of an employee working evening shifts (3:00 p.m. or later start) by 5:00 p.m. two (2) working days prior to the day in question, the employee shall

be paid an additional one-half ($\frac{1}{2}$) times the basic rate for all hours worked on the originally scheduled day off. This payment shall be in addition to any other premium/penalty to which an employee is entitled under the provisions of the Collective Agreement.

13.2.1 In the event that an employee's schedule for any week is not posted in accordance with Article 13.2, the previous weekly schedule shall carry over until a new schedule is posted.

13.3 Overtime Computation - All scheduled time worked in excess of a seven (7) hour tour of duty shall be paid at one and one-half (1 $\frac{1}{2}$) times the basic hourly rate. Overtime computation for part-timers will be calculated after an eight (8) hour tour of duty.

13.4 Work on Day 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 $\frac{1}{2}$) times the basic rate, with a minimum four (4) hour tour of duty. When an employee who has worked on their first day off agrees to work on any days off scheduled adjacent to the first day, work performed on that day(s) shall be compensated at two (2) times the basic rate, with the appropriate minimum tour of duty as defined in Articles 13.1 and 13.1.1.

13.5 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.

13.5.1 All time scheduled and/or worked during any of the above turnaround periods shall be compensated for, in addition to the regular basic rate, at one (1) times the basic rate for that portion of the tour which encroaches on the first eight (8) hour period immediately following the end time of the employee's previous tour of duty, and shall be at one-half ($\frac{1}{2}$) times the basic rate for that portion which encroaches on the ninth, tenth, eleventh or twelfth hour immediately following the end time of the employee's previous tour of duty.

<u>Hours Between Stop and Start Times</u>	<u>Additional Compensation</u>
0 - 8 hours	1 x Basic
9 - 12 hours	$\frac{1}{2}$ x Basic

13.5.2 No payment shall be made on a shift where an employee is released from duty to attend negotiations or grievance meetings with Management.

13.5.3 No payment shall be made on a swing-in shift on a regular rotating shift pattern which occurs in conjunction with an employee's scheduled day off.

13.6 Call-Back - Call-back is defined as those hours credited to an employee who having worked and/or been credited with at least the minimum tour of duty (Article 13.1), is called back to perform further work. If an employee is scheduled, assigned or notified of a call-back prior to the time he/she leaves their place of work all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered to be continuous.

13.6.1 Should an employee, who has completed their tour of duty and who left the Company premises, be called back to work, they shall be paid at the normal overtime rate, if applicable.

13.6.2 An employee, at their own discretion may refuse to work call-back as outlined in Articles 13.6 and 13.6.1 and shall not be penalized for such refusal. Should all employees who could be reached refuse a call-back, the Company may assign the work to anyone in that functional group.

13.7 Upgrading - In the event an employee is temporarily assigned for more than **two** (2) hours in a tour of duty to perform work in a higher classification than that to which they are permanently assigned, the employee shall be paid for all hours worked in such upgraded situation at the rate of one dollar and twenty-five cents (\$1.25) per hour or any part thereof.

13.7.1 At the time of assignment to a higher classification, an employee shall be verbally advised of their temporary upgrading, and shall receive the rate of pay for such upgrading. This shall be noted on the employee's weekly assignment sheet.

13.8 Excessive Hours and Safety - The Company shall not repeatedly assign excessive hours of work to employees. **The** Company will use its best efforts to assign overtime in a fair and equitable manner.

13.8.1 The Company also agrees to continue to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

13.8.2 The .Company agrees to provide sufficient personnel during 'periods of excessive work loads. During these peak periods the Company agrees to assign additional personnel if required.

ARTICLE 14

Meal Periods and Coffee Breaks

14.1 Announcers AM and FM - The Company shall continue its policy of permitting meals and beverages to be consumed at convenient periods throughout the working day. The availability of coffee is not to be construed as a definite work break, but is a convenience for those who are able to leave their duties without interruption to their work.

14.2 A one (1) hour lunch period must be taken by all employees, including on-air staff, at some time throughout the day, preferably midway through the tour of duty, if this does not interfere with the operation of the Company. Voice tracking could be used to set up a reasonable meal period. These employees shall also be entitled to and shall receive ~~two~~ (2) fifteen (15) minute break periods during each tour of duty. These break periods shall not be taken during the first or last hour of a tour of duty.

News, **Sports** and On-Air Announcers will not receive the two (2) aforementioned formal break periods, however, it is recognized that these employees will be permitted to obtain refreshments when time **so** permits and with no interruption to the newsroom operation.

14.3 A meal allowance of five dollars (\$5.00) shall **be** paid to employees working more than three (3) hours overtime in a tour of duty.

ARTICLE 15

General Wage Provisions

15.1 Groups for the purpose of wage classifications shall be as follows:

Group I - Part-time operators - hourly rates

	1997 Sept. I	1998 Sept.1	1999 Sept.1	2000 Sept.1	2001 Sept.1
Start	\$7.35	\$7.50	\$7.65	\$7.80	\$7.96
1 Year	\$7.67	\$7.82	\$7.98	\$8.14	\$8.30
2 Years	\$7.98	\$8.14	\$8.30	\$8.47	\$8.64

Group 2 - Reception, Clerical

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Start	\$307.00	\$ 8.76	\$313.00	\$ 8.95	\$319.00	\$ 9.13	\$326.00	\$ 9.31	\$332.00	\$ 9.49
1 Year	\$332.00	\$ 9.49	\$339.00	\$ 9.68	\$345.00	\$ 9.87	\$352.00	\$10.07	\$359.00	\$10.27
2 Years	\$357.00	\$10.21	\$364.00	\$10.40	\$371.00	\$10.61	\$379.00	\$10.82	\$386.00	\$11.04
3 Years	\$389.00	\$11.13	\$397.00	\$11.34	\$405.00	\$11.56	\$413.00	\$11.79	\$421.00	\$12.03

Group 3-A - Continuity 1, Traffic 1

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
start	\$307	\$ 8.76	\$313	\$ 8.95	\$319	\$ 9.13	\$326	\$ 9.31	\$332	\$ 9.49
1 Year	\$339	\$ 9.68	\$346	\$ 9.88	\$352	\$ 10.07	\$360	\$10.28	\$367	\$10.48
2 Years	\$364	\$10.40	\$371	\$10.61	\$379	\$ 10.82	\$386	\$11.04	\$394	\$11.26
3 Years	\$389	\$11.13	\$397	\$11.34	\$405	\$11.56	\$413	\$11.79	\$421	\$12.03
4 Years	\$415	\$11.85	\$423	\$12.09	\$432	\$12.34	\$440	\$12.58	\$449	\$12.83

Group 3-B Continuity II, Traffic II, Promotion Co-ordinator

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Start	\$376	\$10.75	\$384	\$10.96	\$391	\$11.18	\$399	\$11.40	\$407	\$11.63
1 Year	\$403	\$11.51	\$411	\$11.74	\$419	\$11.98	\$428	\$12.22	\$436	\$12.46
2 Years	\$428	\$12.23	\$437	\$12.47	\$445	\$12.72	\$454	\$12.98	\$463	\$13.24
3 Years	\$460	\$13.15	\$469	\$13.41	\$479	\$13.67	\$488	\$13.95	\$498	\$14.23
4 Years	\$485	\$13.87	\$495	\$14.13	\$505	\$14.42	\$515	\$14.71	\$525	\$15.00
5 Years	\$517	\$14.78	\$527	\$15.07	\$538	\$15.37	\$549	\$15.68	\$560	\$15.99

Group 4 - Newsman 1, Announcer 1, Production Technician, Jr. Maintenance Technician

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Start	\$332	\$ 9.49	\$339	\$ 9.68	\$345	\$ 9.87	\$352	\$10.07	\$359	\$10.27
1 Year	\$357	\$10.21	\$364	\$10.40	\$371	\$10.61	\$379	\$10.82	\$386	\$11.04
2 Years	\$389	\$11.13	\$397	\$11.34	\$405	\$11.56	\$413	\$11.79	\$421	\$12.03
3 Years	\$415	\$11.85	\$423	\$12.09	\$432	\$12.34	\$440	\$12.58	\$449	\$12.83
4 Years	\$447	\$12.77	\$456	\$13.03	\$465	\$13.29	\$474	\$13.55	\$484	\$13.82

Group 5 - Announcer II, Newsman II, Maintenance Technician

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Start	\$403	\$11.51	\$411	\$11.74	\$419	\$11.98	\$428	\$12.22	\$436	\$12.46
1 Year	\$428	\$12.23	\$437	\$12.47	\$445	\$12.72	\$454	\$12.98	\$463	\$13.24
2 Years	\$453	\$12.96	\$462	\$13.20	\$471	\$13.47	\$481	\$13.74	\$490	\$14.01
3 Years	\$485	\$13.87	\$495	\$14.13	\$505	\$14.42	\$515	\$14.71	\$525	\$15.00
4 Years	\$511	\$14.60	\$521	\$14.89	\$532	\$15.19	\$542	\$15.49	\$553	\$15.80
5 Years	\$549	\$15.70	\$560	\$16.00	\$571	\$16.32	\$583	\$16.65	\$594	\$16.98

Group 6 - News Supervisor

	Sept. 1, 1997		Sept. 1, 1998		Sept. 1, 1999		Sept. 1, 2000		Sept. 1, 2001	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Start	\$485	\$13.87	\$495	\$14.13	\$505	\$14.42	\$515	\$14.71	\$525	\$15.00
1 Year	\$511	\$14.60	\$521	\$14.89	\$532	\$15.19	\$542	\$15.49	\$553	\$15.80
2 Years	\$536	\$15.32	\$547	\$15.62	\$558	\$15.93	\$569	\$16.25	\$580	\$16.58
3 Years	\$568	\$16.23	\$579	\$16.55	\$591	\$16.88	\$603	\$17.22	\$615	\$17.57
4 Years	\$594	\$16.96	\$606	\$17.31	\$618	\$17.66	\$630	\$18.01	\$643	\$18.37
5 Years	\$632	\$18.06	\$645	\$18.42	\$658	\$18.79	\$671	\$19.16	\$684	\$19.55

N.B. Weekly salaries are actual negotiated figures and the hourly rates are calculated by dividing by 35 hours rounded to the nearest cent.

Note: Any employee may be promoted from a lower to a higher wage grouping on a merit basis at the discretion of the Company without objection by the Union.

Operators: An operator shall not perform any on-air announcing. Any operator hired after the date of ratification may be placed at any level of Scale I, including the start rate, at the discretion of the Company.

15.2 Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring. The rates in the wage schedule are minimum.

15.3 Increments are frozen during the term of this Agreement

15.4 When an employee is transferred into a higher pay classification he/she shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one ~~(Full)~~ increment in their former group, and shall automatically progress upward on the annual or semi-annual anniversary date of their transfer. One ~~(Full)~~ increment means the increase in pay that the employee would have next received had they remained in their former classification.

15.5 The net weekly salary (i.e. salary after a reasonable portion of the total monthly deductions have been made) plus any approved overtime and penalty payments for the preceding pay period will be paid not later than 12:00 noon every second Friday.

ARTICLE 16

Effective Date and Duration

16.1 This Agreement shall commence on September 1, 1998 and remain in force until August 31, 2002.

16.2 In the event that prior to the expiration of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than one hundred and fifty (150) days prior to the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until a new Agreement is signed or until a lawful strike or lockout is executed pursuant to the Canada Labour Code, whichever first occurs.

If notice of desire to modify this Agreement is given as specified above, and the resulting negotiations extend beyond the, expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

16.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 16.2 above, a meeting shall be held between the parties 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.

16.4 If neither party gives notice of termination nor of a desire to negotiate a new agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____ 1998.

Tri-Co Broadcasting Ltd.
CJSS-AM - CFLG-FM *limited*
Cornwall

**Communications, Energy
and Paperworkers Union
of Canada**

Paul Vincent
General Manager

David W. Lewington,
National Representative

Anne-Marie Emard
Comptroller

Marc Pilote
Local President

LETTER OF INTENT NO. I

HOURS AND SCHEDULING OF WORK

The parties hereby agree that the News Supervisor is employed on a self-assigning basis. Therefore, Articles **13.2, 13.3, 13.4, 13.5 and 13.6** shall not apply, in lieu thereof this employee shall receive one and one-half (1½) the basic rate for all hours worked in excess of thirty-five (35) hours per work week, as defined in Article 13.1. Should the hours of work exceed sixty (60) hours in a work week, the employee shall be paid two (2) times the basic rate.

The Company

The Union

Date

LETTER OF INTENT NO. 2

Sunspot Employee:

The Company shall be permitted to hire one such employee during the summer months. This employee shall be subject to the same terms and conditions which apply to casual employees, except Article 13.1, first paragraph "Work Week". The Sunspot employee shall be assigned a six (6) day/thirty-six (36) hour work week, i.e., Monday through Saturday, 9:00 a.m. to 3:00 p.m.

The Company

The Union

Date

LETTER OF-INTENT NO. 3

Re: Promotion Co-ordinator/Continuity

It is recognized by the Parties that the Promotion Co-Ordinator/Continuity works on a self-assigning basis. Therefore, Articles 13.2, 13.3, 13.4, 13.5 and 13.6 shall not apply to this employee, and in lieu thereof this employee shall receive one and one-half (1½) times the basic rate for **all** hours worked in excess of thirty-five (35) hours per work week, as defined in Article 13.1. Should the hours of work exceed sixty (60) hours in a work week, the employee shall be paid two (2) times the basic rate.

The Company

The Union

Date

LETTER OF INTENT NO. 4

The Company reserves the right to hold a general staff meeting, outside working hours, every three (3) months. Staff will be advised of the meeting and attendance is voluntary. Employees will be given ten (10) days' notice of a scheduled meeting.

The Company

The Union

Date

LETTER OF UNDERSTANDING No. 1

It is agreed and understood by the parties that Jane Shaver shall be entitled to a vacation bonus equivalent to one (1) week's pay in addition to any other remuneration under this agreement in lieu of recognition of a fifth week of annual leave after fifteen (15) years service: This amount shall be paid to the employee on the pay period immediately proceeding her first vacation period each year. The employee shall earn this entitlement effective July 1, 1999.

The Company

The Union

Date

UNION STATEMENT

The following is a copy of the Company's policy with respect to Sexual Harassment. It is reprinted here for informational purposes only and not to be considered part of this Agreement nor will any complaint be considered the subject of a grievance. However, the Union will, upon request, assist any bargaining unit employee with any aspect of the Policy. Any bargaining unit employee who may be the accused in any complaint may avail himself of all provisions of the Agreement, including the grievance procedure.

CJSS/CFLG Policy Statement Regarding Sexual Harassment

1. The Labour Code defines "Sexual Harassment" as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee; or that might on reasonable grounds be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
2. Every employee is entitled to employment free of Sexual Harassment.
3. CJSS/CFLG shall make every reasonable effort to ensure that no employee is subject to Sexual Harassment.
4. CJSS/CFLG will take such disciplinary measures as it deems appropriate against any person who subjects any employee to Sexual Harassment.

5. When an employee feels such harassment has occurred the employee shall bring the matter to the attention of:
 - a) the employee's supervisor, or
 - b) the employee's Department Manager, or
 - c) the General Manager

The General Manager shall be apprised of the matter by the Department Manager.

6. CJSS/CFLG will not disclose the name of a complainant or the circumstances related to the complaint to any person except where the disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures.
7. Under the Canadian Human Rights Act, Sexual Harassment is deemed to be harassment on a prohibited ground of discrimination.

Subject to geographical and residential limitations, any individual or group of individuals having any reasonable grounds for believing a person is engaging or has engaged in a discriminatory practice may file with the Human Rights Commission a complaint in a form acceptable to the Commission.

8. Each of the CJSS/CFLG Department Managers has copies of the discriminatory practices provisions of the Canadian Human Rights Act that pertain to the rights of persons to seek redress under the Act in respect to sexual harassment should employees wish to familiarize themselves with those provisions.

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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0525 TRI-CO BROADCASTING LTD (CFLG-FM & CJSS)
CEP (COMMUNICATIONS ENERGY & PAPERWORKERS UNION)
000008 RADIO STATION EMPLOYEES
EFFECTIVE - EXPIRY / RE-OPENER DATE : 920912 - 950831
INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUPPLEMENTARY PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

WAGES, LOW
278.00, PER WEEK
940901 - 950831
GROUP 1 - START

WAGES, MEDIAN
417.00, PER WEEK
940901 - 950831
GROUP 3B- 3 YEARS

WAGES, HIGH
573.00, PER WEEK
940901 - 950831
GROUP 6 - 5 YEARS

WAGES, LOW
267.00, PER WEEK
930901 - 940831
GROUP 1 - START

WAGES, MEDIAN
401.00, PER WEEK
930901 - 940831
GROUP 3B- 3 YEARS

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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0525 TRI-CO BROADCASTING LTD (CFLG-FM & CJSS)
CEP (COMMUNICATIONS ENERGY & PAPERWORKERS UNION)
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EFFECTIVE - EXPIRY / RE-OPENER DATE : 920912 - 950831
INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

WAGES, HIGH

551.00, PER WEEK
930901 - 940831
GROUP 6 - 5 YEARS

WAGES, LOW

254.00, PER WEEK
920921 - 930831
GROUP 1 - START

WAGES, MEDIAN

382.00, PER WEEK
920921 - 930831
GROUP 3B- 3 YEARS

WAGES, HIGH

525.00, PER WEEK
920921 - 930831
GROUP 6 - 5 YEARS

WAGE PREMIUMS, SATURDAY - OR 6TH DAY

1.50, .PER HOUR, X
920912 - 950831
MINIMUM 4 HOURS

WAGE PREMIUMS, SUNDAY - OR 7TH DAY

2.00, .PER HOUR, X
920912 - 950831

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

WAGE PREMIUMS, OVERTIME
1.50, .PER HOUR, X
920912 - 950831
> 7 HOUS WORKED

WAGE PREMIUMS, CALL IN
3.00, .PER HOUR, X
920912 - 950831

WAGE PREMIUMS, CALL BACK
1.50, .PER HOUR, X
920912 - 950831

SEVERANCE PAY,
920912 - 950831

WORK HOURS,
35.00, HRS/WK
920912 - 950831

VACATION,
25.00, DYS/YR, 15 YEARS TO QUALIFY
920912 - 950831

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

0525 TRI-CO BROADCASTING LTD (CFLG-FM & CJSS)
CEP (COMMUNICATIONS ENERGY & PAPERWORKERS UNION)
000008 RADIO STATION EMPLOYEES
EFFECTIVE - EXPIRY / RE-OPENER DATE : 920912 - 950831
INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

VACATION,
1.00, DYS/MNTH, <1 YEARS TO QUALIFY
920912 - 950831

VACATION,
12.00, DYS/YR, 1 YEARS TO QUALIFY
920912 - 950831

VACATION,
15.00, DYS/YR, 2 YEARS TO QUALIFY
920912 - 950831

VACATION,
16.00, DYS/YR, 3 YEARS TO QUALIFY
920912 - 950831

VACATION,
17.00, DYS/YR, 4 YEARS TO QUALIFY
920912 - 950831

VACATION,
18.00, DYS/YR, 5 YEARS TO QUALIFY
920912 - 950831

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

0525 TRI-CO BROADCASTING LTD (CFLG-FM & CJSS)
CEP (COMMUNICATIONSENERGY & PAPERWORKERS UNION)
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EFFECTIVE - EXPIRY / RE-OPENER DATE : 920912 - 950831
INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

VACATION,
19.00, DYS/YR, 6 YEARS TO QUALIFY
920912 - 950831

VACATION,
20.00, DYS/YR, 7 YEARS TO QUALIFY
920912 - 950831

STATUTORY HOLIDAYS,
11.00 DAYS
920912 - 950831

LEAVES OF ABSENCE, MATERNITY
85.00, DAYS
920912 - 950831

LEAVES OF ABSENCE. PATERNITY
120.00, DAYS
920912 - 950831

LEAVES OF ABSENCE, ADOPTION
120.00, DAYS
920912 - 950831

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION



LEAVES OF ABSENCE, BEREAVEMENT
5.00, DAYS, PAID
920912 - 950831

LEAVES OF ABSENCE, JURY DUTY
PAID
920912 - 950831

LEAVES OF ABSENCE, WITNESS DUTY
PAID
920912 - 950831

LEAVES OF ABSENCE, NEGOTIATIONS
PAID
920912 - 950831

LEAVES OF ABSENCE, UNION OFFICE
UNPAID
920912 - 950831

LEAVES OF ABSENCE, UNION BUSINESS
UNPAID
920912 - 950831

DATE : MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

LEAVES OF ABSENCE, SICK LEAVE
12.00, DYS/YR, PAID
920912 - 950831

LEAVES OF ABSENCE, CHILD CARE LEAVE
120.00, DAYS
920912 - 950831

CONTRACTING OUT,
RESTRICTED, R
920912 - 950831

LAYOFF NOTICE, DUE TO TECH CHANGE
920912 - 950831

GRIEVANCE AND ARBITRATION PROCEDURE, DISCIPLINE/DISMISSAL
920912 - 950831

UNION SECURITY-MEMBERSHIP, OPEN SHOP
920912 - 950831

DATE : .MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

UNION SECURITY-CHECK OFF REQUIREMENTS,
COMPULSORY, C
920912 - 950831

PART TIME EMPLOYEES, CERTAIN BENEFITS NOT APPLICABLE
920912 - 950831

PART TIME EMPLOYEES, LOWER PAY/BENEFITS SCALE
920912 - 950831

PART TIME EMPLOYEES, PAY IN LIEU OF BENEFITS
920912 - 950831

PART TIME EMPLOYEES, HIRING LIMIT
920912 - 950831

PART TIME EMPLOYEES, HOURS LIMITATION
920912 - 950831

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COLLECTIVE AGREEMENT PROVISIONS QUERY

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0525 TRI-CO BROADCASTING LTD (CFLG-FM & CJSS)
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INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

TECHNOLOGICAL CHANGE,
NONE SPECIFIED, X
920912 - 950831

HEALTH & WELFARE BENEFITS, LIFE INSURANCE
920912 - 950831

HEALTH & WELFARE BENEFITS, MEDICAL
PAID BY EMPLOYER
920912 - 950831
AFTER 2 YEARS SERVICE-BEFORE=COST SHARED

HEALTH & WELFARE BENEFITS, LONG TERM DISABILITY
PAID BY EMPLOYEE
920912 - 950831

HEALTH & WELFARE BENEFITS, INCLUSIVE GROUP PLAN
920912 - 950831

ADDITIONAL BENEFITS, MEAL ALLOWANCE
920912 - 950831

DATE MARCH 19, 1998

COLLECTIVE AGREEMENT PROVISIONS QUERY

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INDUSTRY : RADIO BROADCASTING
PROVINCE : ONT

PROVISION, SUB-PROVISION
RATE/VALUE BASIS, MODIFIER
START - END DATES
TITLE/DESCRIPTION

ADDITIONAL BENEFITS, TRAVEL ALLOWANCE
920912 - 950831

ADDITIONAL BENEFITS, OTHER
920912 - 950831

..... END REPORT

A handwritten number '68' is written in black ink on a light gray rectangular background. The number is written in a cursive style, with a long, sweeping flourish underneath the '8'.