

**FULL & COMPLETE
COLLECTIVE AGREEMENT PROPOSAL
BETWEEN**

**Maritime Broadcasting System Limited,
in respect of its radio stations in the City of Saint John, New Brunswick
(hereinafter referred to as the Company or the Employer)**

- and -

**The Canadian Media Guild
(hereinafter referred to as the Union)**

The term of this agreement is from the date of signing, and four (4) years after the date of signing.

ARTICLE 1 – INTENT AND PURPOSE

- 1.1 It is the purpose of the Collective Agreement (“Agreement”), to recognize the common interest between the Company and the Union (the “Parties”) to provide for orderly and harmonious relations between the Employer and the employees, to record terms and conditions of employment that have resulted from collective bargaining and to provide a method of settling grievances of differences which may arise with respect to matters covered by this Agreement. To this end, this Agreement is signed in good faith by the Parties.**
- 1.2 The Parties acknowledge that this is the first Agreement involving any employees of the Employer. As such, it is acknowledged that there will be a necessary process of transition associated with the new relationship in which the employees are represented by the Union.**
- 1.3 It is agreed that this Agreement is the only Agreement between the Employer and the employees and that it supersedes any arrangements made before the signing of the Agreement. It is further agreed that the terms and conditions outlined herein are minimums.**
- 1.4 The Parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement. To this end, the Employer assumes the responsibility that all of its supervisory and management staff will adhere to and enforce this Agreement.**
- 1.5 The Union agrees to instruct its officers, stewards, and members to cooperate with the Employer in carrying out the terms and conditions of this Agreement and to fulfill their responsibilities as employees of the Employer.**
- 1.6 In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, a Labour/Management Committee may be established. At the request of either Party, the Committee shall**

meet once a year, or upon mutual agreement of the Parties, such additional meeting as required. The Party requesting the meeting will advise the other Party of the items it wishes to place on the Committee's agenda at the time of requesting the meeting. The Committee shall consist of: (a) union: one representative from the bargaining unit and the Union's National Representative; and (b) Employer: two representatives, one of which may be the Employer's external representative.

ARTICLE 2 – DEFINITIONS

- 2.1 A “full time” employee is one who is employed to work full time based on eight (8) hours per day and forty (40) hours per week.**
- 2.2 A “part time” employee is one who is employed on a regular basis to work less than the full time regular hours.**
- 2.3 "Temporary Employee" means a person who is hired to cover any leaves, absences, vacancies or to meet extra workload. A Temporary Employee's term shall not exceed twelve (12) months, unless extended by mutual agreement of the Employer and the Union. Temporary Employees shall not be subject to Articles 11 (Seniority, Layoff & Recall), 18 (Benefits), 14 (Holidays), 8 (Discipline & Discharge), 20 (Vacation), 15 (Sick Leave); however, nothing shall be less than the statutory minimum prescribed in the Canada Labour Code.**
- 2.4 The word “employee” or “employees” shall mean an employee or employees in the bargaining unit as described in Article 3 of this agreement.**
- 2.5 “Employer” means Maritime Broadcasting System in respect of its radio stations at Saint John, New Brunswick.**
- 2.6 “Union” means The Canadian Media Guild.**
- 2.7 "Working Day" or "Working Days" with reference to procedures outlined in this Agreement, specifically grievance procedures, and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays and statutory holidays.**

ARTICLE 3 – RECOGNITION

- 3.1 The Employer and the Union recognize the Canadian Media Guild as the bargaining agent for a bargaining unit described in an order of the Canada Industrial Relations Board No. 10060-U, dated June 23rd, 2011 as follows:

“all employees of Maritime Broadcasting System Limited employed in the operation of its radio stations in the City of Saint John, New Brunswick, excluding the General Sales Manager, the Operations Manager, the Office Manager, sales account managers, freelancers and summer student cruiser employees.”

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes and agrees that except as specifically abridged or modified by this agreement, all rights, powers and authority are retained solely and exclusively by the Employer.**
- 4.2 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the specific provisions of this agreement the Employer has the sole and exclusive right:**
- (a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;**
 - (b) to direct the work force and to select, hire, retire, promote, demote, transfer, assign, classify, lay-off and recall employees;**
 - (c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);**
 - (d) to establish, maintain, alter and enforce rules, regulations, policies and procedures to be observed by employees;**
 - (e) to establish new positions and to alter, consolidate or abolish existing positions;**
 - (f) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;**
 - (g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the production and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors or firms; and**

(h) to have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities, and equipment.

4.3 Management rights will be exercised in a manner that does not violate the specific terms of this agreement.

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

4.5 Notwithstanding anything contained in this collective agreement or otherwise, the employer reserves the right to transfer any of the functions contemplated by this collective agreement to any other location of its choosing. If a job function is transferred and it creates a new job at another location then the affected employee will have the right of first refusal. Should the employee opt to relocate, the employee shall be granted a relocation allowance of a maximum of one thousand (\$1,000.00) dollars.

ARTICLE 5 – APPOINTMENT & PROBATION

- 5.1 All new full-time employees will be considered probationary employees until he/she has been in the continuous employ of the Employer for a period of six (6) months.**
- 5.2 All new part-time employees will be considered probationary employees until he/she has completed 1600 hours of work. A part-time employee shall not become a fulltime employee unless and until the Employer has provided the employee with a letter appointing him/her to a fulltime position.**
- 5.3 Where the Employer determines that a further probationary period may assist in further reviewing the employee's suitability for continued employment, the Employer may extend a further three (3) month probationary period.**
- 5.4 During the probationary period the employee's suitability for continued employment will be determined by the Employer in its sole and unfettered discretion. Probationary employees may be laid off for lack of work or discharged during the probationary period and such termination shall not constitute a difference between the parties and therefore no recourse to grievance or arbitration shall be permissible for such termination**
- 5.5 When a bargaining unit employee is the successful applicant for a promotion within the bargaining unit, he/she shall be given a trial period of four (4) months. The Employer shall assess the employee during the trial period and provided the employee performs the duties and responsibilities of the job to the satisfaction of the Employer, the employee shall be declared permanent in that position after the period of four (4) months.**

- 5.6 The Employer has the right to assign an employee to perform work of a lower classification provided his/her wage rate remains the same and that such assignment is temporary and for a specific purpose.**
- 5.7 Should the Employer create a new position not covered in this agreement, the Employer shall establish compensation that is generally consistent with the existing wage schedule of this agreement.**
- 5.8 In the event the successful applicant proves unsatisfactory in the position during the trial period, the Employer shall return the Employee to his/her former position, wage, or salary rate, without loss of seniority, unless his/her former position no longer exists, in which case the Employee shall be laid off. Where his/her position is no longer vacant, he/she shall be returned to that position and any replacement employee shall be:**
- (a) Where the replacement employee was hired from outside the bargaining unit they shall be terminated and have no right to grieve such a discharge, or**
- (b) Where the replacement employee was promoted from inside the bargaining unit they shall be returned to his/her former position, subject to that position continuing to exist, with the replacement's replacement, in turn, being discharged with no right to grieve such a discharge.**
- 5.9 Subject to operational requirements as determined by the Employer, a leave without pay will be granted to an employee to represent employees (e.g. Union officials and shop steward(s)) in order to attend Union business including but not limited to executive council meetings, labour conventions and other Union meetings. Such leaves, where granted, shall be without pay and related economic benefits.**
- (a) During the first year of the first agreement, four (4) days per year; and**

(b) In any year after the first year of the first Agreement, three (3) days per year.

5.10 When the Employer determines that a vacancy exists in the Bargaining Unit, the Company will post a job posting for at least five (5) days and employees may file applications for the position.

5.11 Upon request by the Union, the Employer will release, without loss of pay or other benefits, one (1) employee for negotiation meetings. Employees selected for negotiation purposes shall not leave the Employer without adequate on air coverage. The Employer's obligation to pay employees for negotiations shall cease upon the appointment of a conciliation officer. The Company's obligation with respect to loss of pay and other benefits shall be limited to an aggregate of 12 (twelve) days.

ARTICLE 6 – UNION RIGHTS

- 6.1 The Union agrees to appoint an employee in the bargaining unit to serve as Shop Steward for the Union membership.**
- 6.2 The Employer agrees to provide the Union with a bulletin board in the workplace where the Union may post notices of meetings, social affairs or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Employer at the time of posting.**
- 6.3 No employee as a condition of employment shall be required to be or become a member of the Union.**
- 6.4 An Employee may request the presence of a shop steward during any meeting which could lead to disciplinary action by the Employer. The unavailability of a shop steward shall not delay such meeting and the Employee may first request another union official or member of the bargaining unit to act as the shop steward's alternate. The shop steward or alternate shall not interfere with the Employer's investigation.**
- 6.5 The Employer shall, in its exclusive discretion, assess the qualifications, training, experience, talent and abilities of all applicants for any given posting and award the position to the applicant who, in the Company's opinion, best meets the requirements of the job. In exercising its discretion in this regard, the Company shall not contravene the Non-Discrimination provisions of this Agreement.**
- 6.6 If the successful candidate for the posted position is selected from the bargaining unit, they shall be paid the applicable rate for the posted position from the time they start performing the new duties.**

6.7 The Union may inquire of the Station Manager with respect to any vacancy and or posting.

ARTICLE 7 – CHECK-OFF UNION DUES

- 7.1 The Employer agrees to deduct from every employee in the bargaining unit the amount of the regular monthly Union dues uniformly levied in accordance with the by-laws of the Union and owing by the employees to the Union.**
- 7.2 Deductions shall be made from each payroll and shall be forwarded to the national office of the Canadian Media Guild, 310 Front St. W, Suite 810, Toronto, Ontario, M5V 3B5 not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses and classifications of Employees from whose wages the deductions have been made.**
- 7.3 The Union agrees to save the Employer harmless for all such deductions and payments so made.**
- 7.4 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.**
- 7.5 All deductions shall be forwarded to the Union to an address designated by the Union no later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses and classifications of those employees from whom deductions were made.**
- 7.6 Total Union dues deducted for individual employees each year will be included on each T-4.**

- 7.7 The Union shall indemnify and save harmless the Employer from any and all claims which may be made against it, by any employee or employees for amounts deducted from wages as herein provided.**
- 7.8 Upon request, the Employer shall provide the Union with a seniority list of employees in the bargaining unit showing their name, position and hire date.**

ARTICLE 8 – NON-DISCRIMINATION

8.1 There shall be no discrimination by the Employer in:

a) Refusing to employ or continuing to employ any employee; or

b) in the course of employment, to differentiate adversely in relation to an Employee upon any ground prohibited in the *Canadian Human Rights Act*, as amended from time to time, including; race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction of an offence for which a pardon has been granted.

8.2 The Employer and the Union recognize that membership or non-membership in the Union is an individual employee's prerogative and that neither shall (a) discriminate against or coerce employees because of membership or non-membership in the Union, and/or (b) intimidate or coerce or allow any of its members to intimidate, coerce, or threaten any employee of the Employer in any manner.

8.3 Any employee who has reasonable grounds to believe that he/she has been discriminated against shall first raise the issue with his/her supervisor. If the affected employee is not satisfied with the supervisor's response, a grievance may be filed pursuant to the grievance/arbitration provisions of this agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.1 Definition of Grievance

A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement.

9.2 Step 1

Should an employee have reason to believe that he/she has a grievance; the employee may request a meeting to discuss the issue giving rise to the grievance and the possible resolution of the grievance with the immediate supervisor not later than five (5) working days from the date of the incident that gave rise to the grievance.

9.3 Step 2

Where the grievance is not resolved at Step 1 the employee may forward the grievance in writing to the Station Manager not later than fifteen (15) working days from the date of the incident that gave rise to the grievance.

Within fifteen (15) working days of receipt of the written grievance, the Station Manager, or designate, may discuss the grievance with the employee. The Station Manager, or his designate, will render a decision in writing to the employee within fifteen (15) working days of the date of this discussion.

9.4 Employer Grievance

Should the Employer have a grievance under this agreement, the above-noted steps shall apply with the position of “Local President” substituted

for “Immediate Supervisor” and “National Representative” substituted for “Station Manager”.

9.5 Compliance with Grievance Procedures

No matter may be submitted to arbitration unless the foregoing grievance procedures, including the time limits therefore, have been fully and strictly complied with. Where the grievance procedures as set forth in the article have not been complied with, the grievance shall be deemed to have been abandoned.

9.6 Where the Employer has failed to respond to any of the foregoing steps of the grievance procedure, including the time limits therefore, the Union is neither prevented nor prejudiced from advancing the grievance through the grievance procedure and ultimately to arbitration.

9.7 Any grievance filed or to be filed shall specifically set forth a) the basis or particulars for the grievance; b) the specific article(s) of the collective agreement which are alleged to have been violated and the remedy being sought by the Grievor. It shall not be sufficient for a grievance to allege a violation of the collective agreement as a whole.

9.8 Selection of Arbitrator

Within fifteen (15) days after a notice is received by the Employer that the Union intends to proceed to arbitration, the parties shall select a single arbitrator from the following list of potential arbitrators:

- Geoff Bladon
- Brian Bruce
- John McEvoy
- Michel Doucet

9.9 In the event the parties are unable to agree as to the selection of the arbitrator, there shall be a draw by the parties from the aforementioned list, and the person whose name has been drawn shall be asked to act as the

arbitrator. If the person whose name has been drawn elects not to act as the arbitrator, there shall be another draw amongst the remaining potential arbitrators.

- 9.10** An arbitrator shall have jurisdiction and authority to interpret and apply the specific provisions of this agreement, but shall not have jurisdiction or authority to change, modify, extend or amend or to make a decision which is inconsistent with the terms of this collective agreement.
- 9.11** Within thirty (30) working days of the appointment of the arbitrator, the arbitrator shall set a date for the hearing of the grievance. The arbitrator shall endeavour to render its decision within thirty (30) calendar days after conclusion of the hearing.
- 9.12** In hearing the grievance and in rendering its decision, the arbitrator shall proceed as follows:
- a) All evidence placed before the arbitrator must be given under oath or affirmation.
 - b) The arbitrator must state the reasoning and grounds upon which the decision is based.
 - c) The arbitrator must deal only with the grievance for which he/she has been appointed, and evidence submitted must be relevant to the grievance.
 - d) The parties or their legal representatives shall be allowed to present evidence, witnesses, or documents to the arbitrator and each shall be permitted to cross-examine the other's witnesses.
 - e) In grievances involving judgement by management as to employee's qualifications, format suitability or abilities, the arbitrator shall not have jurisdiction to reverse or alter any Employer decision unless (a) there is conclusive proof that the decision was not made in good faith, (b) the decision was arbitrary, or (c) the Employer's judgement contravenes the Non-Discrimination provisions of this Agreement. In the event bad faith, arbitrariness or discrimination is alleged, the

strict onus shall be on the Union to prove bad faith, arbitrariness or discrimination on the part of the Employer.

f) The decision of the arbitrator shall be final and binding.

g) The fees and expenses of the arbitrator will be borne equally by the parties.

9.13 The time limits set out in this article may only be extended by mutual written agreement of the Employer and the Union. If the time limits specified or extended by agreement are not met, the grievance will be deemed to be abandoned.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.1 The Employer reserves the right to discipline, demote, suspend or discharge employees for just and sufficient cause. Such Employer action shall be subject to the grievance procedure. Any disciplinary correspondence placed in an employee's personnel file shall be copied to the union.**
- 10.2 An employee may provide a written reply to any document contained in the personnel file which shall be added to the file.**
- 10.3 An employee dismissed for just cause shall be entitled to receive all accrued vacation and holiday pay. Upon request by the employee, all accrued vacation and holiday pay will be held until completion of the grievance/arbitration process.**

ARTICLE 11 – SENIORITY

11.1 Seniority, as referred to in this agreement, shall mean the length of continuous service with the Employer since the date of his/her last hiring by the Employer. Upon successful completion of the probationary period, the employee will be credited with seniority from the date of hire. The following absences shall not be deemed as an interruption of service for the purposes of calculating seniority:

- a) Pregnancy and/or parental leave**
- b) Bereavement, jury or witness duty**
- c) Approved sick leave**

11.2 Part time employees shall not accrue seniority rights. However, in the event a part time employee is the successful candidate for a full time position in the bargaining unit, the part time employee shall be credited with seniority based on the number of hours worked as a part time employee with the Employer during the previous two (2) year period.

11.3 After an employee has successfully completed the probationary period, he/she will cease to be a probationary employee and his/her name will be placed on the seniority list and he/she shall receive seniority from the date of hire.

11.4 An employee shall lose his/her seniority, forfeit all rights hereunder, and be deemed to be terminated with no rights or obligation of recall if the employee:

- a) Quits or resigns**
- b) Is dismissed and a dismissal is not reversed through the grievance procedure or arbitration procedure of this agreement**
- c) Is laid-off for a period in excess of their recall rights pursuant to this Agreement.**
- d) Is absent from work without giving the Employer a valid and acceptable explanation, or**
- e) The employee uses an authorized leave of absence for a purpose other than for which the leave is granted.**

11.5 The factors to be considered when a layoff occurs shall include, but not be limited to:

- a.) Business demands including restructuring**
- b.) Employee skills, abilities and qualifications**
- c.) Employee performance**
- d.) Length of employee's continuous service with the Employer.**

11.6. Factors a), b) and c) shall be the determining factors. Where factors a), b) and c) are, in the Employer's opinion equal, then factor d) shall govern. In a case where factor d) applies, layoff shall be in inverse order of seniority.

11.7 Part-time employees, who have completed their probationary period, shall be laid off according to the factors set out at Article 11.5; however, shall not have any recall rights under this Agreement. Any other rights to notice or severance for part-time employees shall be governed by the Canada Labour Code.

11.8 In the event of a layoff:

- (a) The Employer shall provide the employee with 2 weeks' notice of layoff or pay-in-lieu thereof;**
- (b) The Employer shall provide the employee with 2 weeks' severance per completed year of service, capped at 24 weeks. Recall rights are calculated at 2 weeks per completed year of service, capped at 12 weeks. Employees may choose instead to receive a lump sum payment of 2.5 weeks' severance, per completed year of service, capped at 24 weeks, with no recall rights;**
- (c) Employees may elect to receive their severance as salary continuance, wherein the Employer shall permit the employee to maintain their benefit plans, subject to plan eligibility and in accordance with the applicable cost sharing for the duration of the severance period;**
- (d) All severance payments made pursuant to this article are inclusive of statutory entitlements;**
- (e) The Employer shall have no obligation to recall an employee who, in the Employer's judgement, does not possess the requisite skill, ability, qualifications or format suitability; or a decision is made to no longer offer their program live to air for the foreseeable future;**
- (f) Employees recalled for temporary periods of work shall not (i) be entitled to new notice of layoff or severance, or (ii) have the temporary recall affect their recall rights.**

ARTICLE 12 – HOURS AND SCHEDULING OF WORK

- 12.1 The normal hours of work shall be forty (40) hours comprised of five (5) days of eight (8) hours each, commencing at 12.01 AM Monday. The Employer's radio broadcasting operations operate twenty four (24) hours per day, seven (7) days per week. Employees may be required to work outside their regular hours of employment as required by the Employer. The Union acknowledges that flexibility and adaptability are crucial in the radio broadcasting industry. Employees are required to be flexible with their working hours, which may start and finish at different times, as decided by the Employer. There shall be no split shifts.**
- 12.2 Hours of work are scheduled by the Employer, in its exclusive discretion. The Employer may alter the shift schedule for any employee by providing the affected employee(s) with as much notice as is reasonable in the circumstances.**
- 12.3 Full time employees may schedule their 1/2 hour lunch breaks at their discretion at times that are mutually convenient for the employee and Employer; however, the Employer reserves the right to reschedule meal breaks based on business demands.**
- 12.4 Part time employees will not be scheduled for any shift less than three (3) hours in duration.**

The weekday shift schedule is as follows:

Receptionist – 9:00 am to 5:00 pm;

Producer – 9:00 am to 5:00 pm;

CFBC Morning Announcer – 5:00 am to 1:00 pm;

CIOK Morning Announcer - 5:00 am to 1:00 pm;

CJYC Morning Announcer – 5:00 am to 1:00 pm;

Afternoon Announcer – 10:00 am to 6:00 pm;

General Announcer – Subject to requirements

12.5 An employee required to attend an Employer approved seminar or educational course related to the industry and not required to work that day shall receive for that day:

On a scheduled work day, his/her regular pay for that day;

On a scheduled day off, the Employee shall receive a day off in lieu, to be used with the approval of the Operations Manager.

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

12.7 Where the Employer is involved in a commercial remote outside the Employee's regularly scheduled hours of work, full and part-time employees shall be given the first opportunity to host any such commercial remotes, if such Employee is, in the opinion of the Employer, capable of performing the commercial remote. Employees shall be paid a flat fee calculated as follows:

a.) \$25.00 for the setup and takedown, and

b.) \$25.00 for each scheduled hour of broadcast, \$37.50 if broadcast is on 2 or more stations in the same hour.

12.8 Nothing in this collective agreement or otherwise precludes the employer from assigning what may be said to be bargaining unit work to non-bargaining unit personnel provided in doing so the bargaining unit employee is not displaced. More particularly, nothing precludes the Operations Manager from continuing to perform on-air shifts and to perform such work to replace any employee who is absent from work due to illness, vacations or any other absence.

ARTICLE 13 – OVERTIME

- 13.1 Employees recognize that there may be occasions where, because of operational requirements, it may be necessary to work overtime or to work on a day where the employee was not previously scheduled or expected to work. Overtime shall be assigned by the Employer as it determines necessary. Employees shall not work paid overtime hours unless approved, in advance, by the Station Manager or his/her designate.**
- 13.2 In circumstances where an employee is required to work overtime, the employee may elect either (i) to be paid the overtime or (ii) to receive compensatory time off in lieu in accordance with the provisions of the *Canada Labour Code*. Employees are required to obtain the approval of management prior to using compensatory time off in lieu. Such approval shall be subject to operational requirements but shall not be unreasonably withheld. Compensatory time off in lieu must be used by August 31 of each year. Where compensatory time off in lieu cannot be reasonably scheduled by the Employer before August 31, the employee will be paid for the overtime hours worked at a rate of one and one half (1 ½) times the employee's regular rate of pay.**
- 13.3 Within ten (10) days of having worked overtime, the employee must complete appropriate documentation noting (i) the number of overtime hours worked, and (ii) their election to receive overtime as either pay or compensatory time off in lieu.**
- 13.4 Due to the importance of an Employee's image in the radio broadcasting industry, employees must commit to a minimum of five (5) charitable and/or non-profit events/appearances per month. Such appearances are paid as part of regular duties and do not attract premium or overtime pay.**

For clarity, hours worked by employees to do a charitable and/or non-profit event/appearance will be part of the employees' forty hours in a week and, when necessary, the employees' other hours in that week will be reduced in order to ensure that the employee does not exceed forty hours in the week such as would entitle the employee to overtime pay.

ARTICLE 14 – HOLIDAYS

14.1 Subject to the qualifying provisions of the *Canada Labour Code*, full time employees are eligible to be paid for eight (8) hours, at the employee's regular rate for the following named general holidays:

New Year's Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

New Brunswick Day

14.2 Full time employees required to work on a general holiday shall be paid their regular wages for that day while getting a day off with pay at another time mutually convenient to the Employer and employee. Where no mutually convenient time can be found, the day off with pay may be added to the employee's vacation entitlement, and failing that, equivalent wages for the day off with pay shall be paid out after August 31.

14.3 Full time employees not required to work on a general holiday shall be paid for such holiday.

14.4 Where a holiday falls during a vacation, the employee shall receive a day off in lieu of the holiday at a later date to be agreed upon with the Employer.

14.5 Part time employees shall be paid for general holidays as per the *Canada Labour Code*.

ARTICLE 15 – SICK LEAVE

- 15.1 The Employer will pay sick leave compensation for no more than two (2) work days per illness. Where sick leave extends beyond two (2) days, a Record of Employment will be issued to the employee for the purposes of the employee making application for Employment Insurance sick benefits.**
- 15.2 An employee may request extended sick leave compensation beyond that granted in 15.1. Requests for extended sick leave compensation must be submitted in writing and be authorized in advance by the Employer.**
- 15.3 A physician's certificate satisfactory to the Employer may be required for any period of illness. The Employer will be responsible for the cost of such certificate.**
- 15.4 Any employee absent due to illness or disability shall inform the Employer of his/her absence immediately and shall indicate the cause of his/her absence and where possible, the time he/she will report back to work.**
- 15.5 The Company may require an employee to undergo an independent medical examination by an independent physician selected by the company and at the company's expense. This may be required in situations including:**
- a.) To determine an employee's functional capabilities;**
 - b.) To assist with an accommodation request or return to work;**
 - c.) As a safeguard to other members of the staff;**
 - d.) To determine the cause of excessive absenteeism.**

15.6 The Employer will grant leave with pay to an employee for medical appointments where sufficient notice for rescheduling is given by the employee to the Employer. Employees shall, wherever possible, schedule such appointments for time other than during their scheduled work hours. The Company will grant not more than two (2) leaves with pay per year to an employee for medical appointments.

ARTICLE 16 – OTHER LEAVES

16.1 Bereavement Leave

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

In the event of the death of an employee's sister, brother, father-in-law, mother-in-law, grandparent, or grandchild, paid bereavement leave on any of his/her normal working days that occur the three (3) days immediately following the day of death shall be granted.

In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days and the employee attends the funeral.

Employees may use vacation days or lieu time as travel days in conjunction with the above bereavement provisions.

16.2 Jury and Witness Duty Leave

An employee absent from a scheduled work day as a result of being called to serve as a juror or subpoenaed as a Crown witness or subpoenaed as a witness on behalf of the Employer shall be paid his/her full regular hourly wages for each hour of scheduled work he/she is required to be absent, less any amounts which would be payable to the employee by the Court for his/her attendance at Court.

To the extent possible, employees shall continue to discharge the responsibilities of their positions with the Employer while being on call to the Court and are expected to spend as much time as practical and

possible at their place of work or in completing their normal work assignments.

During BBM survey period and during the two weeks immediately prior to such survey (if the Employer is a participant of the BBM survey), the employee undertakes to request that any Court excuse them from jury duty on the basis that their full time and attention is required by their Employer in connection with the BBM survey. To assist in this regard, the Employer will provide the employee with a letter referencing this employment obligation.

16.3 Compassionate Care Leave

Employees are entitled to unpaid compassionate care leave pursuant to the *Canada Labour Code*.

16.4 Leave for Reservists

Employees who are reservists are entitled to unpaid leave pursuant to the reservist leave provisions of the *Canada Labour Code*.

16.5 Educational Leave

Employees may request unpaid leave for educational purposes; however, the granting of such leave is entirely within the Employer's exclusive discretion.

ARTICLE 17 – PREGNANCY AND PARENTAL LEAVE

- 17.1 The Employer will grant maternity and parental leave in a manner as prescribed by the *Canada Labour Code*.**
- 17.2 During any maternity and parental leave, the Employer shall continue an employee's benefits according to whatever cost sharing arrangement was in place prior to the leave having commenced. In such cases where the employee pays all or a portion of the premiums, the employee shall provide the Employer with post-dated cheques for the employee's share of the premium costs.**

ARTICLE 18 – EMPLOYEE BENEFITS

- 18.1 The Employer agrees to continue providing the existing insured benefits plans to fulltime employees, on the terms and conditions currently in existence as of the signing of this agreement, provided however the Company for sound business reasons reserves the right to amend or discontinue a particular employee benefit. The insured benefits contemplated by this Article are LTD, AD & D, Life Insurance and Group Health Benefits, and bargaining unit employee shall participate under the same terms and conditions of the group benefits plans available to employees (except those in Sydney, NS) at other stations not covered by this Agreement. Should the discontinuance of a benefit plan be considered, the Employer shall consult with the Union.**
- 18.2 Participation in the Employer's insured benefit plans is mandatory. However, where an employee provides proof of coverage from an alternate source, an employee may opt out of coverage.**
- 18.3 The waiting period for enrolment in the employee benefit program is three (3) months. Full time employees who wish to be enrolled in the benefit plans must complete and submit the proper forms within no later than 30 days from the date of hire. The forms are available upon request from the Employer.**
- 18.4 The agreement of the Employer to contribute to any of the costs of a group benefit plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this article. Furthermore, these matters shall not be subject to grievance or arbitration. Probationary Full-time Employees shall be entitled to apply for the benefits in this Article.**
- 18.5 Should an employee, for whatever reason, be on a leave of absence (paid or unpaid), the employee must continue to provide the Employer with his or her portion of the monthly benefit premiums by way of post-dated cheques.**

Failure to pay these premium costs will result in an immediate suspension of benefits.

18.6 After two years of continuous service, full time employees may participate in the Employer's pension plan. The Employer reserves the right to amend the said plan.

18.7 Each employee shall receive an annual statement detailing the pension plan benefits attributed to the employee.

ARTICLE 19 – PAY PROVISIONS

- 19.1 On each payday, employees shall be provided with an itemized record of wages and deductions. Should an error be made in payroll to an employee's detriment, the correction will be paid by either cheque or direct deposit, whichever is more practical. Should an error be made to the benefit of the employee, the employee agrees to make the necessary repayment to the Employer.**
- 19.2 Where either party is in disagreement with respect to any error in pay, a grievance may be filed.**
- 19.3 The Employer may provide compensation above the scale of minimums.**

ARTICLE 20 – VACATIONS

- 20.1 All Full-time employees with one or more years of service are entitled to paid vacation as follows:**
- a) 2 weeks' vacation for 12 full months of service to less than 5 years of service.**
 - b) 3 weeks' vacation for 5 to less than 15 years of service.**
 - c) 4 weeks' vacation for 15 to less than 25 years of service.**
 - d) 5 weeks' vacation for 25 or more years of service.**
- 20.2 An employee who at the time of the signing of this collective agreement has been receiving a vacation entitlement greater than that prescribed by this article shall not suffer a reduction in vacation entitlement as a result of the implementation of this article.**
- 20.3 Each vacation week will be paid at 2% of the employee's regular wages for the calendar year prior to the calendar year in which the entitlement to vacation arose.**

Vacation entitlements are to be taken in the calendar year in which the entitlement is reached. There will be no carry-over of unused vacation from year to year, unless prior written approval is received from the Employer. Any unused and not carried over vacation will be paid out at the end of the calendar year.

The granting of vacation time off shall be within the Employer's discretion considering such factors as employee seniority and operational needs. The number of employees on vacation leave at one time will remain within the sole discretion of the Employer. Vacation leave shall not be taken except with the prior approval of the Employer. Subject to operational and other business commitments and requirements, reasonable efforts shall be made to grant annual vacation at the time requested by the employee.

Employees leaving the employ of the Employer shall be paid for all vacation earned but not used, and shall reimburse the Employer for all vacation used but not earned. Such amounts may be added or deducted from the employee's final pay, as applicable.

ARTICLE 21 – OUTSIDE ACTIVITIES/COMPETITION

21.1 Unlike other industries, in the radio broadcast industry, employees' personas and reputations are inextricably linked with the reputation of the station for which they work. With the written consent of the Employer, full time and part time employees are free to engage in employment or business activities outside their hours of work. The Employer shall not unreasonably withhold its written consent unless such employment or business activities:

- (a) Are in direct or indirect competition with the business of the Employer;**
- (b) Affect the employee's job performance or attendance;**
- (c) Adversely affect the public image of the Employer; or**
- (d) Exploit the employee's connection or affiliation with the Employer.**

21.2 Other outside activities do not require the advance written consent of the Employer; however, any employee engaging in other outside activities, of any type, may be subject to discipline, up to and including dismissal, where such outside activity is inconsistent with (i) 22.1 (a) through (d) , or (ii) is inconsistent with the employee's duties and obligations to the Employer.

ARTICLE 22 – STRIKES AND LOCKOUTS

22.1 During the life of this collective agreement the Union will not cause, or permit its members to cause or take part in a strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations. The Employer will not cause, engage in or permit a lockout in any of its operations.

22.2 An employee who engages in activity prohibited by this article is subject to dismissal for cause from employment with the Company.

ARTICLE 23 – TRAVEL & EXPENSES

- 23.1** Where an employee is required to travel for business purposes, he/she shall use the Employer's vehicle(s) wherever possible. Employees using the Employer's vehicles(s) are required to comply with the Company's applicable sign out policies and procedures.
- 23.2** Where an employee is required to travel for business purposes, and the Employer's vehicle(s) is not available, the employee may request the Employer's approval to use the employee's personal vehicle.
- 23.3** For the duration of this agreement, employees shall be reimbursed at the rate of thirty-five (35) cents/kilometre for use of their personal vehicle.
- 23.4** The Employer, upon (i) presentation of satisfactory receipts, and/or (ii) accurate reporting of kilometres traveled for Company business, shall reimburse the employee for authorized travel.
- 23.5** Subject to receiving management approval, where an employee incurs expenses, the employee shall submit an expense claim along with satisfactory receipts within five (5) days of returning from an assignment. Reimbursement for authorized expenses will be made within two (2) weeks of the expense claim being submitted.

ARTICLE 24 – HEALTH AND SAFETY


- 24.1** The Company will take all reasonable steps to carry out its operations in a manner which will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employee injury in its operation. It shall be the duty of the employee to take all reasonable necessary precautions to ensure his/her own safety and the safety of his/her fellow employees. Working areas and employer's facilities will be maintained in a clean and sanitary condition by the Employer but it is recognized and agreed that the employees will cooperate in keeping such facilities clean and sanitary.
- 24.2** The Employer agrees to supply protective clothing and/or safety devices for employees on assignment where conditions require their use in maintaining appropriate transportation and safety standards. Employer shall provide and maintain adequate first aid kits as defined in the *Canada Labour Code* and applicable regulations.
- 24.3** The Company and the Union will establish a joint Health and Safety Committee as contemplated by the *Canada Labour Code*.
- 24.4** The said Committee shall consist of at least two (2) members, one appointed by the Employer and one appointed by the Union. If more members are required the Committee shall have equal representation.
- 24.5** The functions and responsibilities of the Committee shall be as set forth in the *Canada Labour Code*.

ARTICLE 25 – DURATION OF AGREEMENT

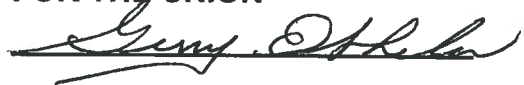
25.1 This collective agreement shall commence on the date of its execution and shall remain in effect until four (4) years from the date of its execution and shall be renewed automatically from year to year thereafter, unless either party by registered mail, e-mail or by facsimile, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry give written notice of its intention to seek modifications to this collective agreement.

25.2 In the event such notice is given, this agreement shall continue in full force until a new collective agreement is concluded or until the requirements of the Canada Labour Code relating to strikes or lockouts have been met whichever occurs first.

FOR THE EMPLOYER



FOR THE UNION



Signed this 13th day of JUNE, 2014 at Saint John, New Brunswick

APPENDIX A
WAGE SCHEDULE

PREAMBLE – WAGES

In arriving at the wage schedule in this first collective agreement between the parties, certain employees' wage rates shall be adjusted upward or downward during the term of this collective agreement in order to obtain the wage rate alignment desired by the parties. CMG acknowledges its authority to negotiate and implement such adjustments, particularly with respect to those employees experiencing a reduction.

The minimum weekly wage for full time employees shall be as follows:

**CIOK-FM Morning Announcer
CJYC-FM Morning Announcer**

	Step 1	Step 2	Step 3	Step 4
From June 1 2014	465.00	488.00	540.00	585.00
From June 1 2015	474.00	490.00	555.00	591.00
From June 1 2016	483.00	530.00	560.00	595.00
From June 1 2017	500.00	545.00	585.00	630.00

**CFBC-AM Morning Announcer
CJYC-FM Afternoon Announcer
CIOK-FM General Announcer
Producer/ Production Person**

	Step 1	Step 2	Step 3	Step 4

From June 1 2014	440.00	465.00	520.00	565.00
From June 1 2015	455.00	480.00	550.00	571.00
From June 1 2016	470.00	520.00	555.00	575.00
From June 1 2017	485.00	530.00	570.00	608.00

Receptionist

From June 1 2014	440.00
From June 1 2015	451.00
From June 1 2016	461.00
From June 1 2017	474.00

- A.2 The foregoing are minimum weekly salaries. The Employer in its exclusive discretion may elect to pay an employee at a higher minimum wage than that set forth in this appendix.**
- A.3 The step at which a newly hired employee shall be placed will be at the discretion of the Employer based on the employee's experience, training and ability. On June 1 of each year an employee shall move up one step on the wage schedule.**
- A.4 Where a part-time employee is hired to perform one of the functions set out at clause 12.4, they will be paid 1/40th the rate applicable for that function. However, where a part-time employee is hired to perform a function not**

contained in this collective agreement, they will be paid \$12.00/hour (e.g. board operator, social media coordinator, etc.). No full-time or part-time employee shall be paid less than the minimum wage rates stipulated in the *Canada Labour Code* or any other applicable statute.

APPENDIX B

B.1 Notwithstanding anything to the contrary in Appendix A, the wage schedules set out in Appendix A shall be applied to incumbent employees as follows:

	From June 1 2014	From June 1 2015	From June 1 2016	From June 1 2017
CIOK-FM Morning Announcer Jay DeLong	465.00(1)	490.00(2)	560.00(3)	630.00(4)
CJYC-FM Morning Announcer Gary Stackhouse	585.00(4)	n/a	n/a	n/a
CFBC-AM Morning Announcer Donnie Robertson	769.23	769.23	575.00(4)	608.00(4)
CJYC-FM Afternoon Announcer Paul Jensen	615.38(A)	615.38(A)	575.00(4)	608.00(4)
CIOK-FM General Announcer Nancy Woodward	440.00(1)	480.00(2)	520.00(2)	608.00(4)
Producer/ Production Person Rob Weir	520.00(3)	550.00(3)	575.00(4)	608.00(4)
Receptionist Michelle Day	440.00(1)	451.00(2)	461.00(3)	474.00(4)

B.2 In the case of the first year of the collective agreement, the above incumbent employees shall be paid a gross lump sum payment of fifteen hundred (\$1500) payable as follows:

a.) \$375 payable within ten (10) working days following their return to work.

- b.) \$375 after three (3) months following their return to work.**
- c.) \$375 after six (6) months following their return to work.**
- d.) \$375 after nine (9) months following their return to work.**

- B.3 An incumbent employee who during the preceding twelve (12) month period has not worked the whole of the normal regular hours shall be paid a lump sum on a pro-rata basis having regard to the number of regular hours the employee has worked during the preceding twelve (12) month period.**
- B.4 The lump sum payments contemplated by this Appendix "B" shall not be folded into the employee's basic salary nor the minimum wage schedule.**