

**ACADIA BROADCASTING LIMITED**  
**FORT FRANCES, ONTARIO**

and

**Unifor**  
**and it's Local 324-5**

**February 1, 2015 – January 31, 2019**

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## ARTICLE 1

### Intent

- 1.1 It is the purpose of this Agreement in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

## ARTICLE 2

### Definitions

- 2.1 Employee – The “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 and who performs any of the duties set forth in Article 16.6 and shall include any person employed in any job or classification created in the future unless the parties, by mutual consent, decide to exclude/include such new job or classification or the Company/Union submits the matter to the Canada Industrial Relations Board for a decision.
  - 2.1.1 Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the female gender.
  - 2.1.2 Outside Activities – Employees shall be free to engage in any activities outside their hours of work provided that such activities do not consist of service performed in direct competition with the Company.
- 2.2 Bargaining Unit – The company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Labour Relation Board dated January 31, 1994, or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board or in any of the job functions listed in the wage schedule under Article 16.

The Board’s decision includes:

“All employees of Acadia Broadcasting Limited Fort Frances, Ontario excluding Station Manager, Executives Assistant, and Co-op students.”

- 2.3 Employee Categories – all employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring and in

such event will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore. During the probationary period, the Company may release the employee for reasonable cause, provided reasonable effort has been made to correct the issue. In such cases, the Company should not be subject to grievance procedure.

2.4 A part-time employee is defined as one hired on a regular or occasional basis to cover peak work periods, maternity leave, summer relief, sickness, accident or replacing a vacant full-time position until a suitable replacement is hired, or to work on specific projects of predetermined length of time. Such employees shall be paid on an hourly basis at a rate equal to the wage group to which the employee is assigned.

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

(a) Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for a further three (3) months and, in such event, will advise the Local Union of the extension prior to the end of the probationary period. During the probationary period, the Company may release the employee at any time for reasonable cause, provided reasonable effort has been made to correct the issue. In such cases, the Company should not be subject to grievance procedure.

(b) Articles 9.4 and 9.5 – However, when part-time persons are laid off, it is agreed that the following shall be applicable:

1. Part-time employees who have completed 450 hours working on a regular weekly basis shall be given two (2) weeks notice in advance of the proposed layoff, or two (2) weeks pay in lieu of notice based on average number of hours worked in the previous thirty (30) days.
2. Part-time employees hired to work on a specific project, production, vacation or maternity relief or for a specific period of time, shall be considered to have received notice at the time of hiring.
3. Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

- (c) Part-time employees shall receive a payment of fifty cents (\$0.50) per hour for each hour worked credited in lieu of the benefits contained in Article 11 or as otherwise now agreed to.
- (d) Articles 13.1 and 13.1.2. shall apply as to vacation credits and scheduling, however, vacation pay will be calculated at the rate of four percent (4%) of gross earnings, and paid in the normal pay period.
- (e) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum of twenty-eight (28) hours per week. The maximum hours per week shall not apply when part-time employees are hired for purposes of vacation relief, maternity leave, sickness, accident or replacing a vacant full-time position until a suitable replacement is hired.
- (f) Article 16.2 – Part-time employees will be placed on a step in the wage scale of the classification to which they are assigned at the time of hiring.

Progression up the salary scale shall automatically occur as provided in Article 16.2 on the following basis:

- (i) a six-month increment will require a total of 1040 hours or 910 hours credited or worked, depending on the job classification of the part-time employee, or...
  - (ii) a yearly increment will require a total of 2080 hours or 1820 hours credited or worked, depending on the job classification of the part-time employee.
- (g) Rules for Part-time Commercial Production/Promotions
- 1-30 minutes = 1 hour pay
  - 31-60 minutes = 2 hours pay
  - One (1) hour pay for each additional hour or part thereof.
  - When scheduled for four (4) or more hours, Article 2.4.1 (e) shall apply.

2.4.2 Part-time employees shall not be used in such a manner as to affect a lay-off of full-time employees or to avoid the recall of full-time employees who may have been laid off and have recall rights under Article 9.

### ARTICLE 3 Management Rights

- 3.1 The operation of the Company and the direction of its employees will continue to be vested exclusively with the Company, subject only to the provisions of the Collective Agreement.

### ARTICLE 4 Union Rights

- 4.1 The Company agrees to deduct the Union fees and dues from their employees and forward them to the Union by the fifteenth (15<sup>th</sup>) of the following month. The Company shall put employees on a check-off list in alphabetical order showing deductions of such dues. The Company agrees that it will change its deduction of dues at the request of the Union. A registered letter explaining the formula increase/decrease must accompany the request. The Company will also forward to the Union the names of the employees within the bargaining unit who have left or joined the Company since the last payment.
- 4.1.1 Each year the Company will indicate on the T-4 slip issued to employees, the total amount of dues deducted at source and forwarded to **Unifor**. The Company will fulfill all obligations, which are required of the Company by Revenue Canada in dealing with Employee forms.
- 4.2 Notices to Union – The Company shall mail to the Union at its regional office and to the Local Union Steward one copy of the following:
- (a) Within ten (10) calendar days, notice of hiring, dismissal, promotions or demotion of any employee within the bargaining unit.
  - (b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an employee's file within the bargaining unit.
  - (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
  - (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
  - (e) The Company shall, when notifying a person of his acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2(a) of this Agreement. The Company shall

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

- 4.3 Union Access to Premises – Acadia Broadcasting Limited will permit access upon reasonable notification to its premises by an accredited Union official to enable him to observe/investigate whether the provisions of this agreement are being complied with. Such observations/investigations shall be at reasonable hours and so as not to interfere unduly with the normal operations of the Company.
- 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 Union
  - g) general **Unifor** information
- 4.5 Leave of Absence for Union Functions – Leave of absence without pay and without loss of seniority or benefits shall be granted upon request by the Employer for employees elected or selected to represent the Union at Union Conventions, Conferences and /or schools, and at functions of any labour organizations with which the Union is affiliated, provided reasonable notice is received. Such leave will not be unreasonably denied.
- 4.5.1 Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to one (1) employee to attend negotiating sessions with Management. A request for such release shall be submitted seven (7) working days in advance of the first meeting.
- 4.5.2 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company, without the permission of the Company.
- 4.5.3 Within half (1/2) an hour after the conclusion of grievance meetings, if such meetings take less than the employee's regular working hours, the employee will be required to return to work for the remaining time in a normal day.
- 4.5.4 The Union shall notify the Company in writing of names of the Local executive members and shall obtain acknowledgement from the Company of receiving such notice. The Company shall be obliged to recognize only those Local executive members of whom it has been so notified.

ARTICLE 5  
Non-Discrimination

- 5.1 The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.
- 5.1.1 Employees shall enjoy equal rights under this Agreement, regardless of sex, age, colour, racial, ethnic or national origin, or religious or political affiliation, or sexual orientation.
- 5.1.2 The Company will adhere to Federal regulations. The Company and the Union agree to promote and strive for a harassment free work place. The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his lawful activity or lack of activity in the Union.

ARTICLE 6  
No Strike Clause

- 6.1 The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this agreement.
- 6.2 The Company will not require any employee, as defined in Article 2.1, to perform the duties of any other person who is engaged in a lawful strike, or to originate a program or programs expressly for the purpose of strike breaking.
- 6.3 An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect where he has good reason to believe that such crossing may endanger his person or property. Failure to cross such a picket line shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

## ARTICLE 7 Grievance Procedure

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

### Complaint:

If an employee (or group of employees) has a complaint, the employee, or one designated member of a group having a complaint, shall accompanied by the Steward first take the complaint up with his immediate supervisor who will attempt to resolve it.

Failing this the Steward accompanied by the employee shall take the complaint up with the manager or his designee who will attempt to resolve it.

If the complaint remains unresolved it may then be deemed to be a grievance and will then be dealt with under the grievance procedure.

### Step 1

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

Failing settlement:

### Step 2

Within thirty (30) working days after the decision in Step 1, the National Representative shall set a meeting with the Manager or his designee to discuss the grievance. At this meeting and if requested by either the National Representative or Steward the Griever or Griever's and or any witness may be present, if required. Within ten (10) days of the meeting the Manager or his designee shall deliver his decision in writing to the Steward.

Failing settlement:

### Step 3

Within ten (10) days of the Step 2 decision, the Union may, by written notice to the Company, submit the grievance to final and binding arbitration. The parties shall, within thirty (30) working days of the sending of the notice requesting

arbitration, select a mutually acceptable arbitrator within these thirty (30) working days, failing an agreement or a mutually acceptable arbitrator, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of the arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcript without express consent.

- 7.3 The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he rules, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated.
- 7.4 If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 3 of Section 7.2.
- 7.5 Time Limits – Any time limit mentioned under grievance procedure may be extended by mutual consent.
- 7.6 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

## ARTICLE 8 Report on Performance

- 8.1 An employee shall be notified in writing, of any expression of dissatisfaction concerning his work, within ten (10) working days of cause for dissatisfaction becoming known to his manager or designee. He shall be furnished with a copy of any complaint or accusation, which may be detrimental to his 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 his record for use against him at anytime.
- 8.2 The employee's reply in writing to such complaint or accusation if received within ten (10) working days after he has been given the notice referred to in Article 8.1 above, shall become part of his record. If such reply is not received, it will not become part of his record for use by him at any time.
- 8.3 An employee shall have access to his personnel performance file in the presence of his supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.

- 8.4 Disciplinary notices will not be relied on to justify subsequent disciplinary penalties if in the twelve (12) months following the issuance of the notice no other discipline is received by the employee.
- 8.5 To confirm receipt only, every employee shall sign a copy of all appraisals, expressions of dissatisfaction or commendation concerning his work that shall appear on his personal file. Refusal to sign any copy of the above shall result in a meeting with a Local Union executive, the employee concerned, and the Manager or designee to officially confirm the memo has been given to the employee.

## ARTICLE 9 Seniority Rights

- 9.1 Company seniority shall be deemed to have commenced on the last day of hiring by the Company or by any of the predecessor companies, and shall be equal to the length of continuous service with the Company. Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.
- 9.1.1 Seniority credit shall continue to exist but not accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.
- 9.2 Job Postings and Promotions – Where a vacancy occurs in any job, which the Company decides to fill, notice of such vacancy shall be posted within seven (7) working days of the date on which the Company decides to fill the vacancy. The vacancy shall be posted for a period of five (5) days.
- 9.2.1 The applicant with the most Company seniority shall, if he meets the qualifications set for the position by the Company, be selected. However, the parties recognize that “on-air” classifications require a standard of performance that is not capable of definition in solely objective terms. The employee with the most Company seniority who meets such standards of performance, in the opinion of the Company, may be selected to fill the vacancy in an “on-air” classification. The Company may hire applicants from outside the bargaining unit where no qualified employees apply and are accepted for the position.
- 9.2.2 An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of three (3) months, however, the period may be extended up to a total of six (6) months after discussion between the Union and the Company. The Company may at any time during this trial period, return the employee to his former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that his promotion has been made permanent.

- 9.2.3 Employees who perform in a job classification on an interim basis different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.
- 9.2.4 Should an applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with the employee, if so requested, why his promotion or transfer was denied and will bring to the employee's attention any shortcoming which may affect his opportunities for advancement.
- 9.3 Discharge and Demotion – The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.
- 9.4 Layoffs – Where the Company decides to effect a layoff, the layoff shall proceed in inverse order of Company seniority within those job functions affected, except where the layoff affects an “on-air” classification. When an “on-air” classification is affected, the Company will retain the most senior employees provided they meet the standards of performance referred to in Article 9.2.1.
- 9.4.1 An employee about to be laid off from one job function who has the occupational qualifications in another job function may apply his seniority and revert to such other function(s). No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications as per Article 9.2.1 to perform the job filled by the employee with less seniority. It is understood and agreed that an employee with the qualifications may require a reasonable period of familiarization in the new classification. An employee shall exercise the bumping rights within five (5) days notice of the layoff.
- 9.4.2 The Company shall advise the employee and the Union at least four (4) weeks in advance of the layoff.
- 9.4.3 An employee to be laid off shall be entitled to notice or pay in lieu of notice in accordance with the following:

<u>Company Seniority</u>	<u>Notice</u>
Less than 5 years	4 weeks
5 Years but less than 10	5 weeks
10 Years or more	6 weeks

- 9.4.4 The Company agrees that it will not constantly schedule overtime in order to affect or extend layoffs.

9.4.5 An employee who has reverted to a lower salary group as result of layoff bumping and whose salary is higher than the maximum of this group, shall receive two (2) months at full salary or four (4) months at 50% of the difference.

9.5 Re-engagement of laid-off employees – When vacancies occur, Acadia Broadcasting Limited will re-engage, in the order of Company seniority laid off employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possess the occupational qualifications to fill the vacancy.

The Company further agrees to give preferential consideration to the re-engagement of such former employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding twelve (12) months.

An employee who is bumped into a lower rated classification in accordance with Article 9.4.1 shall retain first recall rights to his previous classification when a vacancy occurs therein subject to Article 9.2.2.

9.5.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the employee's last known address. The employee must notify the Company of his intention within five (5) days of receipt of said letter.

9.5.2 Employees will be deemed to be terminated and will lose their seniority should they fail to return to work after being called within ten (10) days of receipt of recall notice. Employees who are unable to return to work for just and sufficient cause within the said ten (10) day period, upon presentation of their case to the Union and Company, may retain their seniority and will become the next available employee on the recall list.

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

(a) Continuity of service for the purpose of Company seniority shall be considered unbroken if he returns to the status of an employee within twelve (12) months.

## ARTICLE 10

### Jurisdiction and New Devices and Methods

10.1 Jurisdiction – Employees of the Company who are not in the bargaining unit, shall not work on any jobs which have been and are normally performed by employees in the bargaining unit. Non-bargaining unit employees may, on occasion, perform bargaining unit duties. It is not the intention of this Article to cause the displacement of employees' regular duties.

- 10.1.2 The Company shall not utilize students for the purpose of displacing bargaining unit employees or to avoid filling a vacancy, or to avoid assignment of overtime to bargaining unit employees.
- 10.2 New Devices and Methods – The Company shall provide notice in writing to the Union at least **sixty (60)** days in advance of the introduction of any technological change that results in the displacement of bargaining unit employees. During such notice period, the Parties shall meet to discuss and implement means of reducing the impact of the technological change on the bargaining unit.
- 10.2.1 Where the introduction of any technological change results in a bargaining unit position being eliminated, an employee about to be laid off from one position who possesses the occupational qualifications set by the Company in another position may apply his Company seniority and the provisions of Articles 9.4, 9.4.1 shall apply. The Company shall provide appropriate training to assist the employee to become qualified for the position. Article 9.2.2 time limits apply.
- 10.2.2 In the event the employee is unable to meet the basic qualifications for the position, he shall receive compensation as in Article 9.4.3. If the full-time employee thus affected by technological change has completed one year of continuous service he shall receive six (6) months notice of lay off or six (6) months pay in lieu of said notice, plus all other benefits for the same period.

## ARTICLE 11 Employee Benefits

- 11.1 Existing Benefits – The Company recognizes that as of January 31, 1994, the employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein. The Company agrees not to alter or change these practices in such manner as to discriminate against employees in the bargaining unit. In the event of an employee requesting Company assistance in making a claim on W.I., LTD., & WSIB the Company will provide assistance to the employee to attempt to have the employee's claim recognized.
- 11.2 Sick Leave – Sick Leave means the period of time an employee is absent from work (if more than two (2) hours) by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify his supervisor, as soon as possible. In the case of morning announcers/news director, every effort will be made to provide at least eight (8) hours advance notice to allow sufficient time to arrange for a replacement. Sick days can be used in hourly increments to attend any medical appointment.
- 11.2.1 Sick leave credits accrue to an employee at the rate of ½ day per month. Unused sick leave credits are cumulative to a maximum of ten (10) days but have no cash value.

- 11.2.2 The employee shall offer proof, satisfactory to the Company, of his illness of three consecutive (3) days or more, if requested to do so by the Company.
- 11.2.3 Vacation credits continue to accrue up to 66 working days absence.
- 11.2.4 In cases of disability and following the expiration of Short Term Disability Benefits the employee will be covered under the Long Term Disability Plan.
- 11.3 Maternity Leave/Parental Leave – The Company shall grant maternity/parental leave as per the Canada Labour Code. During the maternity and parental leave, seniority credits and fringe benefits contained in Article 11.4 continue to apply and the Company shall pay its share of the cost of such benefits if the employee chooses to continue coverage and pay their portion of the premiums. In order for the coverage to continue, at the employee’s request, the employee must continue to pay their share of the premiums by providing post dated cheques. Vacation credits and payment for holidays shall not apply while on maternity leave. This Article shall also apply for the legal adoption of a child, except the legal adoption of a spouse’s child. (Where possible as much notice as practically possible is to be given to the employer in confidence four (4) weeks minimum.)
- 11.3.1 A male employee shall be entitled to paternity leave of one (1) day, lost wages, at the time of the birth or adoption of a child.

11.4 Medical and Group Insurance:

All benefits as spelled out in the Benefits Booklet from Great West Life Insurance Company Policy #160980 (formerly Policy #201804) to Acadia Broadcasting Limited Fort Frances form part of this Collective Agreement.

**Effective May 1, 2014, Medavie Blue Cross replaced Great West Life as the provider for Medical and Group Insurance. When available, a booklet will be provided to all employees.**

i) EXTENDED HEALTH (Vision Care and Dental Care):

Any employees hired before May 3, 2006 (Group A – see attached Schedule A), Acadia Broadcasting Limited will continue to pay 100% of Extended Health premiums.

Any employees hired after May 3, 2006 and prior to April 5, 2012 (Group B – see attached Schedule B), Acadia Broadcasting Limited will pay:

- Thirty percent (30%) of Extended Health premiums after ninety (90) days service.
- Seventy-five percent (75%) of Extended Health premiums after five (5) years of service.

Any employees hired after April 5, 2012 (not listed under Group A or Group B), Acadia Broadcasting Limited will pay:

- Thirty percent (30%) of Extended Health premiums after ninety (90) days service.
- Fifty percent (50%) of Extended Health premiums after four (4) years of service.

- ii) LIFE INSURANCE:  
Premiums paid 100% by Employer.
- iii) A.D. & D.:  
Premiums paid 100% by Employer.
- iv) WEEKLY INDEMNITY:  
Premiums paid 100% by Employee.
- v) LONG TERM DISABILITY  
Premiums paid 100% by Employee.

The Company reserves the right to change providers to a comparable plan.

11.4.1 Where the Company suspends an employee who is entitled to coverage, benefits set out in the welfare provisions of the Agreement shall continue.

#### 11.5 Retirement Income Plan

Effective **January 1, 2018**, Acadia Broadcasting Limited will contribute **one hundred fifty (\$150.00)** dollars for each calendar month, to a maximum of **\$1,800.00** a year per full-time employee with twelve (12) continuous months active service to the **Unifor** Multi Employer Pension Fund.

It is understood that employees may also contribute to this plan and said contributions will be deducted by the employer.

11.6 Bereavement Leave – Up to five (5) consecutive working days in the event of the death of a spouse (including common law 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 or sister-in-law, maternal and paternal grandparents and legal guardian, and any relative permanently residing with the employee or with whom the employee resides).

Where the burial occurs outside a 250 kilometer radius, such leave shall also include up to a maximum two (2) additional days for travel time. Total leave

under this Article not to exceed seven (7) consecutive days. It is understood that such leave with pay will apply only to days on which the employee would be required to work. Payment for such days shall be at the employee's basic regular hourly rate, exclusive of premium.

Full-time Employees will be allowed one (1) day off with pay to accompany children under the age of eighteen (18) to the funeral of a biological parent, if the parents are separated or divorced. These requests are subject to approval of Management.

Subject to the approval of Management, full-time Employees may be allowed a maximum of eight (8) hours leave without loss of pay to attend a funeral of a close friend or act as an active pallbearer.

- 11.6.1 The Employer will consider requests for specified leave for emergencies (e.g. birth of a child, critical illness in the immediate family), however, the payment for such leave will be at the sole discretion of the Employer.
- 11.7 Witness or Jury Duty – Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service provided the employee returns to work if he is released from jury duty prior to 1:00 p.m. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service, except by mutual consent. Maximum 10 days.
- 11.8 Leave of Absence – The Company will consider, on an individual basis, all requests for long term leaves of absence without pay and will not unreasonably deny any request, as per Article 9.1.1.
- 11.9 Education and Training – The Company shall post any training courses or programs for which an employee may be selected. The posting shall contain all relevant data and qualifications for the course. An employee may also submit a request to take a course or program which can reasonably be expected to upgrade the employee's potential, not only to himself, but to the Company. With pre-authorization from the Company, and upon satisfactory evidence of successful completion of the course, the Company will reimburse the employee costs of such course.
- 11.10 Chiropractor – The Employer will provide up to five hundred (\$500.00) dollars per year, per family member for chiropractor fees once Ontario Health Insurance is exhausted for Chiropractor services, or to be used as a "top off" to pay the difference between the Chiropractor fees and the amount that the Ontario Health Insurance pays for services to a maximum of five hundred (\$500.00) dollars per year per family member.

ARTICLE 12  
Travel Provisions and Expenses

- 12.1 Transportation – The Company shall reimburse such employee for all necessary traveling and other expenses when such travel is authorized by the Company. Use of the employee’s own automobile for transportation in connection with his assigned duties must be previously authorized before reimbursement will be made.
- 12.1.1 In such authorized cases the Company shall reimburse him at the rate of forty-nine cents (\$0.49) per kilometer with a minimum payment of five dollars (\$5.00) for each completed trip (i.e. a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that the use of the public motor buses shall not be required when other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission for all authorized expenses made for and on behalf of their assignments, as provided herein, upon submitting a statement for approval on forms prescribed by the Company.
- 12.1.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests an employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on assignment.
- 12.1.3 Employees shall be credited with all time used during their day’s assignments in which traveling is authorized.

When the Sports Broadcast people travel on the team transporter, the clauses of the contract regarding travel time do not apply.

Effective August 7, 2002 – On air sports people shall receive a game fee of one hundred dollars (\$100.00) per game or Article 14.3 shall apply, whichever is greater.

The same rules apply for game compensation if travel is not required.

- 12.2 Expenses – When an employee is required to work “out of town”, he shall be reimbursed for the cost of any meal required during his regular meal period as follows:

August 7, 2008

- |    |            |         |
|----|------------|---------|
| a) | Break fast | \$15.00 |
| b) | Lunch      | \$20.00 |
| c) | Dinner     | \$35.00 |

12.3 Definition of Location and Location Expenses

For the purposes of this Agreement, the following definition of “location” shall apply:

- (a) “Local” location is considered to be any point within a twenty-five (25) kilometer radius of the station in Fort Frances, Ontario.
- (b) “Out-of-town” location shall be any point beyond the limits defined as “Local”.
- (c) Funds to be paid in the applicable country currency.

12.3.1 Per Diems – Effective August 7, 2002 - Employees on “out-of-town” assignments which require overnight accommodation, shall receive a per diem allowance of seventy-five dollars (\$75.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period. Where exceptional conditions require higher per diems than those contained herein, the Company may provide an additional amount based on conditions at the location concerned.

12.3.2 Employees on “out-of-town” assignments requiring overnight accommodation shall receive double occupancy accommodation at Company expense at the location concerned.

12.3.3 Expense Advance – If an employee requests it, cash will be advanced to him in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of his expenses together with receipts and the return of all monies remaining within five (5) days after completion of the assignment.

## ARTICLE 13

### Annual Vacation and Paid Holidays

13.1 Annual Vacation – Employees shall be entitled to an annual vacation with pay on the basis of vacation credits computed as of date of hire in each calendar year and earned in the following manner:

- (a) Less than one (1) year seniority in accordance with the Canada Labour Code.
- (b) One (1) year seniority but less than four (4) years seniority – two (2) weeks vacation paid at the rate of four percent (4%) of employees earning in the preceding twelve (12) month period.

- (c) Four (4) years seniority – three (3) weeks vacation paid at the rate of six percent (6%) of employees earnings in the preceding twelve (12) month period.
- (d) Ten (10) years seniority – four (4) weeks vacation paid at the rate of eight percent (8%) of employees earnings in the preceding twelve (12) month period.
- (e) Twenty (20) years seniority – five (5) weeks vacation paid at the rate of ten percent (10%) of the employees earnings in the preceding twelve (12) month period.

13.1.1 If employment is terminated for any reason, accrued vacation credits shall be paid in usual method.

13.1.2 Scheduling of Annual Vacation – Employees shall have the right to take their vacations at any time, and subject to scheduling, preference shall be given to employees within the functional group, on the basis of Company seniority. No more than one (1) employee from each job will be away on vacation at one time. The employee’s application shall be submitted, in writing, to the supervisor, in advance of the projected vacation and the Company shall provide a response within five (5) days following the vacation request. Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavor to confirm the requests of these employees. When the projected vacation is to begin and/or end during the months of July and August, the request shall be submitted before April 1<sup>st</sup>. Every effort will be made to allow vacations during May 15 – June 30 and November 15 – December 31, but it must be understood that the continuity of operations must be maintained.

Functional Groups are:

- 1) On air staff
- 2) Traffic, copy and clerical
- 3) Advertising Consultants

13.1.3 Every employee shall be entitled to have at least two (2) weeks of his vacation period scheduled consecutively and request for additional consecutive vacation will be considered provided continuity of operations can be maintained.

13.1.4 In special circumstances, with the written authorization of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate to a maximum of one additional week carried over to the next year. New part-time employees must work 15 days prior to holiday.

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

New Year’s Day

Canada Day

Good Friday  
Victoria Day  
Civic Holiday  
Boxing Day  
Remembrance Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Family Day

When one of the holidays listed above falls on a Saturday or Sunday the following Monday shall be observed for the holiday. When both Saturday and Sunday are holidays then the following Monday and Tuesday shall be observed. The actual day of the holiday shall be deemed to be the holiday for pay purposes for any employees working on those dates.

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

- (a) If the holiday falls on a regular working day and the employee is not required to work, he shall receive his normal pay for such day (eight/seven/six (8/7/6) hours at the straight time rate).
- (b) If the holiday falls on a regular day off or during his vacation period, he may add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (c) If a holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half (2 ½) times his basic rate (which shall include his basic rate) with a minimum of eight/seven/six (8/7/6) hours.
- (d) If the holiday falls on a scheduled day off and the employee is required to work, he shall received two and one half (2 ½) times his basic rate with a minimum credit of eight/seven/six (8/7/6) hours. At the employees' option a lieu day without pay may be taken at a later date.
- (e) Any time worked in excess of eight/seven/six (8/7/6) hours on a holiday shall be compensated at one-half (1/2) the basic rate in addition to the rates provided in (c) and (d) above.
- (f) A part-time employee who does not work on a legal holiday (Article 13) is entitled to and shall receive 1/20 of the gross wage he has earned during the previous thirty (30) days as payment for the holiday.
- (g) A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday, and a tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday.

13.2.2 With respect to Article 13.2.1 (c) or (d), an employee, at his own option, shall be permitted to add one (1) day off to his annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in the reduction of eight /seven/six (8/7/6) hours times the basic rate only from the holiday payment earned under either Article 13.2.1 (c) or (d). The employee shall indicate his option on his weekly time sheet for such holiday.

13.3 Scheduling of Christmas and New Year's – Before October 31<sup>st</sup> of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employee's choice of days off shall be considered on the basis of company seniority within the functional group and each employee, if he so requests, shall be scheduled off on either Christmas or New Year's Day.

13.4 Floating Holidays – Two (2) floating holidays with pay shall be allowed at a time suitable to the Employee and the Company. New Employees hired after January 1, 2009 will be entitled to one (1) floating holiday.

New hires after February 1, 2012, will receive 1 floater day each calendar year after completing 2 years of service.

13.4.1 Floaters may be taken within the following intervals and booked by the midpoint of each interval.

One floater between January 1<sup>st</sup> and June 30<sup>th</sup>  
One floater between July 1<sup>st</sup> and December 31<sup>st</sup>

13.4.2 The wages will not be paid under this agreement unless the employee actually takes the time off.

13.4.3 Floating holiday pay shall be calculated at the number of hours an employee would have worked in the classification he would have worked at had he not been on a floating holiday.

13.4.4 To be eligible an employee must have completed one (1) year of service. (Revised per Article 13.4. Employees hired after February 1, 2012, must have completed 2 years of service to be eligible for floater day).

13.4.5 One person per department only will be allowed off at one time.

13.4.6 When two or more people request a floater for the same date, the person with the most seniority will be allowed the floater.

13.4.7 Vacation will take preference over floaters.

**ARTICLE 14**  
**Hours and Scheduling of Work**

- 14.1 Work Week – The work week shall commence at 12:01 a.m. Monday.
- 14.1 (a) For air staff, the work day shall consist of eight/seven (8/7) consecutive hours. The work day shall be inclusive of all meal and break periods.
- 14.1.1 Employees classified as Traffic/Clerical will work a thirty-five/thirty (35/30) hour work week consisting of a minimum seven (7/6) hour work day, exclusive of a one (1) hour first meal period, but inclusive of all other meal periods and break periods.
- 14.1.2 Employees classified as Creative Writers will work a forty (40) hour work week consisting of a minimum eight (8) hour work day, exclusive of a one (1) hour first meal period, but inclusive of all other meal and break periods.
- 14.1.3 There shall be two (2) consecutive days off. These two (2) consecutive days off may be in separate work weeks, i.e. Sunday and Monday. The five (5) work days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.
- 14.2 Tour of Duty – A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter ( $\frac{1}{4}$ ) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts, recognizing that News Reporter, News Directors, Operations Directors and Advertising Consultants have self assigning hours.
- 14.3 Overtime Compensation – All time worked in excess of eight/seven /six (8/7/6) hours, shall be compensated at, one and one half ( $1\frac{1}{2}$ ) times the basic hourly rate for the employee. Employees shall be compensated at twice the basic hourly rate for all hours worked in excess of twelve/eleven/ten (12/11/10) hours in a tour of duty.
- 14.3.1 The Company will use its best effort to assign overtime in a fair and equitable manner. Overtime will be shared among employees who normally perform the work.
- 14.3.2 There shall be no pyramiding of penalties.
- 14.4 Post of Schedules – Employees are scheduled their regular time slot. If there are revisions to the schedule due to vacation and other planned absences, the revised work schedule shall be posted by 4:00 pm two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and

finishing time and days off. Days off shall be frozen from the Friday one (1) week before the weekly schedule is in effect to the end of that weekly schedule. Notice of change in starting time shall be given as much in advance as possible, but no later than 1:00 p.m. of the last working day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours, provided that such time is paid for at the appropriate rate, if the reason for such change was caused by the company.

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

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

- 14.5 Scheduled Days Off – The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.
- 14.6 Work on a Scheduled 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 ½ ) times the basic rate, with a minimum credit of four (4) hours. When an employee works on a second day off, after having worked on his first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. When an employee works in excess of eight (8) hours on a scheduled day off, the employee shall be compensated at one-half (½) the basic hourly rate, in addition to the rates provided above.
  - 14.6.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the fourth (4<sup>th</sup>) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.
- 14.7 Turnaround – A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.
  - 14.7.1 Turnaround payment:

12 – 9 hours  $\frac{1}{4}$  basic pay for all hours encroached  
8:59 – 0 hours  $\frac{1}{2}$  basic pay for all hours encroached

- 14.7.2 Time paid only for actual time encroached in the twelve (12) hour period.
- 14.7.3 No payment shall be made for the following encroachments:
- (a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.
  - (b) On a shift where an employee is released from duty to attend Labour/ Management meetings.
  - (c) On mutual agreements which result in an authorized shift change.
- 14.8 Call-Back – Should an employee, who has completed his tour of duty, be called back to work or be requested to attend a company called meeting, he shall be paid four (4) hours basic pay, or time and one half ( $1\frac{1}{2}$ ) for all hours whichever is greater.
- 14.8.1 An employee, at his own discretion, may refuse to work call-back as outlined in Article 14.8 and he shall not be penalized for such refusal. Should all qualified employees who could be reached refuse a call-back; the Company can assign the work to anyone.
- 14.9 Temporary Upgrade
- (a) In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification, than that to which he/she is usually assigned, he shall be paid one dollar and twenty-five (\$1.25) cents per hour or part thereof, with a minimum credit of one (1) hour. At the time of such assignment, an employee shall be verbally advised of his temporary up-grading and this shall be recorded on the employee's time sheets.
  - (b) The provisions of Article 14.9(a) shall not apply when an employee is assigned to work in higher classification for training or trial, for an aggregate total of twenty-two (22) working days.
- 14.9.1 Without his/her consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.
- 14.10 Excessive Hours and Safety – The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

Any discrepancies will immediately be forwarded to the Health and Safety Committee.

- 14.10.1 Where the Health and Safety Committee and the Canada Labour Code, Part II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g. remotes) where conditions require their use to supply other special attire where required.
- 14.10.2 A first-aid kit will be maintained in the master control room area, in the front office, on all locations and in all Company vehicles.
- 14.10.3 The Company shall reimburse the course fees for one bargaining unit person who successfully completes an Emergency First Aid Course of St. John's Ambulance Course or the Canadian Red Cross while employed by the Company.
- 14.10.4 No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where he has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, he shall not suffer loss of pay.
- 14.10.5 A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet quarterly or as requested by either party. Notes shall be taken at all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.
- 14.10.6 Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.
- 14.10.7 The Joint Health and Safety Committee shall have access to the accident reports submitted to the Insurance Company and the government or its agencies.
- 14.10.8 In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

## ARTICLE 15 Meal Periods and Break Periods

- 15.1 First Meal Period – The Company shall continue its policy of permitting the on air staff to consume 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.
- 15.2 Meal Allowance – A meal allowance of fifteen dollars (\$15.00) shall be paid to employees working more than three (3) hours overtime in a tour of duty.
- 15.3 Rest Period – In no event shall an employee be required to work more than six (6) hours without a meal period, with the exception of “on-air” employee who will self assign meal periods as formatting permits.
- 15.4 Break Periods – All employees shall be entitled to two (2) fifteen (15) minute break periods during each eight/seven/six (8/7/6) hour tour. Break periods shall be arranged so as not to interfere with the efficient operation of the station. Break periods shall not be deducted from hours of work. “On air” employees self assign break periods as formatting permits.

## ARTICLE 16 General Wage Provisions and Wages

- 16.1 Classification – Employees shall be paid according to the wage scale of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.2 Scale Progression – Progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month following the nearest to the employee’s semi-annual or annual anniversary date or hire, transfer or promotion to the wage classification.
- 16.3 Promotion To Higher Scale – when an employee is transferred into a higher pay classification he shall immediately move into a higher salary scale and receive a salary increase which is at least equivalent of one (1) full increment in his former group, plus the amount necessary to place him on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of his upgrading. One (1) full increment means the increase in pay that the employee would have next received had he remained at his former classification. At no time will the transferred employee moving into the higher paying classification receive a reduction in pay in placement on the salary grid. Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression

shall automatically occur on the annual or semi-annual date of the acceleration implementation.

- 16.4 Effective January 1, 2000 payday shall be bi-weekly via direct deposit
- 16.5 Any employee returning to work in his former classification after a layoff shall return at the rate of pay according to his classification at time of said layoff.
- 16.6 Wage Classification – Groups for the purpose of wage classification shall be as follows on next pages:

It is agreed that the Year 1 increase starts at **February 1, 2015**.

New employees hired after ratification (May 3, 2006) start at the wage classification they are assigned at hiring to an hourly wage based on a 35-hour week.

Exceptions to this for new employees are:

News Director and Operations Director positions remain at 40 hours per week

Traffic and Reception positions change to 30 hours per week pro-rated to an hourly wage based on a 30-hour week.

The red-circled employee will receive 50% of these negotiated wage increases each year. This however, will not guarantee the employee's eligibility for increases in future Collective Agreements. (An Amendment to the current Letter on file dated May 18, 2006 will be provided.)

No increases for Red Circled Employee.

Employees hired before May 3/06

<b>CFOB Category</b>	<b>Current</b>	<b>2015 Feb 01 1.50%</b>	<b>Hourly Rate:</b>	<b>2016 Feb 01 1.50%</b>	<b>Hourly Rate:</b>	<b>2017 Feb 01 2.00%</b>	<b>Hourly Rate:</b>	<b>2018 Feb 01 2.00%</b>	<b>Hourly Rate:</b>
<b>B. Bilan</b>	3,029.56	3,029.56	17.48	3,029.56	17.48	3,029.56	17.48	3,029.56	17.48
<b><u>NEWS DIRECTOR</u></b>									
<b>40 Hours Self-Assigning</b>									
<b>Start</b>	2,992.44	3,037.33	17.523	3,082.89	17.786	3,144.55	18.142	3,207.44	18.504
<b>6 Months</b>	3,146.61	3,193.80	18.426	3,241.71	18.702	3,306.55	19.076	3,372.68	19.458
<b>1 Year</b>	3,304.36	3,353.93	19.350	3,404.24	19.640	3,472.32	20.033	3,541.77	20.433
<b><u>ANNOUNCER MORNING</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,721.17	2,761.98	15.935	2,803.41	16.174	2,859.48	16.497	2,916.67	16.827
<b>6 Months</b>	2,857.40	2,900.26	16.732	2,943.77	16.983	3,002.64	17.323	3,062.69	17.669
<b>1 Year</b>	3,006.79	3,051.89	17.607	3,097.67	17.871	3,159.62	18.229	3,222.82	18.593
<b><u>ANNOUNCER B</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,477.37	2,514.53	14.507	2,552.25	14.725	2,603.29	15.019	2,655.36	15.319
<b>6 Months</b>	2,600.46	2,639.47	15.228	2,679.06	15.456	2,732.64	15.765	2,787.29	16.081
<b>1 Year</b>	2,731.92	2,772.90	15.998	2,814.49	16.237	2,870.78	16.562	2,928.20	16.893
<b><u>SENIOR COPY</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,721.17	2,761.98	15.935	2,803.41	16.174	2,859.48	16.497	2,916.67	16.827
<b>6 Months</b>	2,857.40	2,900.26	16.732	2,943.77	16.983	3,002.64	17.323	3,062.69	17.669
<b>1 Year</b>	3,006.79	3,051.89	17.607	3,097.67	17.871	3,159.62	18.229	3,222.82	18.593
<b><u>TRAFFIC</u></b>									
<b>35 Hours</b>									
<b>Start</b>	2,381.77	2,417.49	15.940	2,453.76	16.179	2,502.83	16.502	2,552.89	16.832
<b>6 Months</b>	2,502.47	2,540.01	16.747	2,578.11	16.999	2,629.67	17.338	2,682.27	17.685
<b>1 Year</b>	2,636.32	2,675.86	17.643	2,716.00	17.908	2,770.32	18.266	2,825.73	18.631
<b><u>JUNIOR COPY</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,477.37	2,514.53	14.507	2,552.25	14.725	2,603.29	15.019	2,655.36	15.319
<b>6 Months</b>	2,600.46	2,639.47	15.228	2,679.06	15.456	2,732.64	15.765	2,787.29	16.081
<b>1 Year</b>	2,731.92	2,772.90	15.998	2,814.49	16.237	2,870.78	16.562	2,928.20	16.893
<b><u>PART TIME (Hrly)</u></b>									
<b>Start</b>	11.802		11.979		12.159		12.402		12.650
<b>6 Months</b>	12.388		12.574		12.762		13.018		13.278
<b>1 Year</b>	13.030		13.225		13.424		13.692		13.966
<b><u>OPERATIONS DIRECTOR</u></b>									
<b>40 Hours Self-Assigning Combined Function</b>									
<b>Start</b>	3,294.80	3,344.22	19.294	3,394.39	19.583	3,462.27	19.975	3,531.52	20.374
<b>6 Months</b>	3,460.91	3,512.83	20.266	3,565.52	20.570	3,636.83	20.982	3,709.56	21.401
<b>1 Year</b>	3,635.39	3,689.92	21.288	3,745.27	21.607	3,820.18	22.039	3,896.58	22.480
<b><u>RECEPTION</u></b>									
<b>35 Hours</b>									
<b>Start</b>	1,789.01	1,815.85	11.973	1,843.08	12.152	1,879.95	12.395	1,917.55	12.643
<b>6 Months</b>	1,882.23	1,910.46	12.596	1,939.12	12.785	1,977.90	13.041	2,017.46	13.302
<b>1 Year</b>	1,974.25	2,003.86	13.212	2,033.92	13.410	2,074.60	13.679	2,116.09	13.952
<b><u>ANNOUNCER A &amp; C</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,247.92	2,281.64	13.163	2,315.86	13.361	2,362.18	13.628	2,409.43	13.901
<b>6 Months</b>	2,336.35	2,371.39	13.681	2,406.97	13.886	2,455.10	14.164	2,504.21	14.447
<b>1 Year</b>	2,483.35	2,520.60	14.542	2,558.41	14.760	2,609.58	15.055	2,661.77	15.356
<b><u>ANNOUNCER D</u></b>									
<b>40 Hours</b>									
<b>Start</b>	2,047.14	2,077.85	11.988	2,109.02	12.167	2,151.20	12.411	2,194.22	12.659
<b>6 Months</b>	2,151.11	2,183.38	12.596	2,216.13	12.785	2,260.45	13.041	2,305.66	13.302
<b>1 Year</b>	2,257.48	2,291.34	13.219	2,325.71	13.418	2,372.23	13.686	2,419.67	13.960

Employees hired after May 3/06

<b>CFOB</b>		2015 Feb 01		Hourly Rate:		2016 Feb 01		Hourly Rate:		2017 Feb 01		Hourly Rate:		2018 Feb 01		Hourly Rate:	
<b>Category</b>	<b>Current</b>	1.50%		1.50%		2.00%		2.00%		2.00%		2.00%		2.00%		2.00%	
<b><u>NEWS DIRECTOR</u></b>																	
<b>40 Hours Self-Assigning</b>																	
Start	2,992.44	3,037.33	17.523	3,082.89	17.786	3,144.55	18.142	3,207.44	18.504								
6 Months	3,146.61	3,193.80	18.426	3,241.71	18.702	3,306.55	19.076	3,372.68	19.458								
1 Year	3,304.36	3,353.93	19.350	3,404.24	19.640	3,472.32	20.033	3,541.77	20.433								
<b><u>ANNOUNCER MORNING</u></b>																	
<b>35 Hours</b>																	
Start	2,381.02	2,416.74	15.935	2,452.99	16.174	2,502.05	16.497	2,552.09	16.827								
6 Months	2,500.23	2,537.73	16.732	2,575.80	16.983	2,627.32	17.323	2,679.86	17.669								
1 Year	2,630.94	2,670.40	17.607	2,710.46	17.871	2,764.67	18.229	2,819.96	18.593								
<b><u>ANNOUNCER B</u></b>																	
<b>35 Hours</b>																	
Start	2,167.70	2,200.22	14.507	2,233.22	14.725	2,277.89	15.019	2,323.44	15.319								
6 Months	2,275.41	2,309.54	15.228	2,344.19	15.456	2,391.07	15.765	2,438.89	16.081								
1 Year	2,390.43	2,426.28	15.997	2,462.68	16.237	2,511.93	16.562	2,562.17	16.893								
<b><u>SENIOR COPY</u></b>																	
<b>35 Hours</b>																	
Start	2,381.02	2,416.74	15.935	2,452.99	16.174	2,502.05	16.497	2,552.09	16.827								
6 Months	2,500.23	2,537.73	16.732	2,575.80	16.983	2,627.32	17.323	2,679.86	17.669								
1 Year	2,630.94	2,670.40	17.607	2,710.46	17.871	2,764.67	18.229	2,819.96	18.593								
<b><u>TRAFFIC</u></b>																	
<b>30 Hours</b>																	
Start	2,041.51	2,072.14	15.940	2,103.22	16.179	2,145.28	16.502	2,188.19	16.832								
6 Months	2,144.98	2,177.15	16.747	2,209.81	16.999	2,254.00	17.338	2,299.08	17.685								
1 Year	2,259.70	2,293.60	17.643	2,328.00	17.908	2,374.56	18.266	2,422.05	18.631								
<b><u>JUNIOR COPY</u></b>																	
<b>35 Hours</b>																	
Start	2,167.70	2,200.22	14.507	2,233.22	14.725	2,277.89	15.019	2,323.44	15.319								
6 Months	2,275.41	2,309.54	15.228	2,344.19	15.456	2,391.07	15.765	2,438.89	16.081								
1 Year	2,390.43	2,426.28	15.997	2,462.68	16.237	2,511.93	16.562	2,562.17	16.893								
<b><u>PART TIME (Hrly)</u></b>																	
Start	11.80		11.979		12.159		12.402		12.650								
6 Months	12.39		12.574		12.762		13.018		13.278								
1 Year	13.03		13.225		13.424		13.692		13.966								
<b><u>OPERATIONS DIRECTOR</u></b>																	
<b>40 Hours Self-Assigning Combined Function</b>																	
Start	3,294.80	3,344.22	19.294	3,394.39	19.583	3,462.27	19.975	3,531.52	20.374								
6 Months	3,460.91	3,512.83	20.266	3,565.52	20.570	3,636.83	20.982	3,709.56	21.401								
1 Year	3,635.39	3,689.92	21.288	3,745.27	21.607	3,820.18	22.039	3,896.58	22.480								
<b><u>RECEPTION</u></b>																	
<b>30 Hours</b>																	
Start	1,533.44	1,556.44	11.973	1,579.78	12.152	1,611.38	12.395	1,643.61	12.643								
6 Months	1,613.34	1,637.54	12.596	1,662.10	12.785	1,695.34	13.041	1,729.25	13.302								
1 Year	1,692.22	1,717.60	13.212	1,743.36	13.410	1,778.23	13.679	1,813.80	13.952								
<b><u>ANNOUNCER A &amp; C</u></b>																	
<b>35 Hours</b>																	
Start	1,966.93	1,996.43	13.163	2,026.38	13.361	2,066.90	13.628	2,108.24	13.901								
6 Months	2,044.31	2,074.97	13.681	2,106.10	13.886	2,148.22	14.164	2,191.18	14.447								
1 Year	2,172.93	2,205.52	14.542	2,238.61	14.760	2,283.38	15.055	2,329.04	15.356								
<b><u>ANNOUNCER D</u></b>																	
<b>35 Hours</b>																	
Start	1,791.25	1,818.12	11.988	1,845.39	12.167	1,882.30	12.411	1,919.95	12.659								
6 Months	1,882.23	1,910.46	12.596	1,939.12	12.785	1,977.90	13.041	2,017.46	13.302								
1 Year	1,975.29	2,004.92	13.219	2,035.00	13.418	2,075.70	13.686	2,117.21	13.960								
<b><u>NEWS REPORTER</u></b>																	
Classification added in 2015-2019 Collective Agreement																	

16.6.1 The rates in the above scales are minimum rates.

16.7 Effective August 7, 2002 – An employee shall be paid thirty dollars (\$30.00) for each hour or part thereof (pro rata), for a remote broadcast.

Should the remote happen during regular working hours the said announcer will be paid his normal rate for all hours worked at the radio station doing their regular duties and the remote fee for all hours associated with the said remote.

Remotes that are scheduled outside normal regular scheduled hours, or remotes that extend beyond the end of the normal shift will be paid the remote fee.

The hours referred to above include travel, set-up and teardown time.

Remote fees are not in addition to regular wages, which are paid as per the Collective Agreement. Remote fees only will be paid for remotes.

The company shall endeavor to rotate these remotes on an equitable basis through the announce staff, where possible.

16.8 All changes in the new Collective Agreement shall be adjusted retroactively to **February 1, 2015** unless otherwise specified. Increase in payment for remotes is excluded.

## ARTICLE 17 ADVERTISING CONSULTANTS

17.1 It is understood and agreed due to sensitivity and necessity of client relations and sales contracts in maintaining a high level of satisfied sponsors, the Station Manager shall function within all aspects of the Sales Department.

17.2 The Company insists that provisions in the agreement that relate to hourly rated or salaried employees do not apply to commission Advertising Consultants. Commission Advertising Consultants are hired on the basis that increases or decreases in remuneration depend on sales performance. An Advertising Consultant has many opportunities of increasing their remuneration, which salaried or hourly rated employees do not. The Company constantly endeavors to broaden opportunities for Advertising Consultants to the mutual benefit of the Advertising Consultant and the Company. Accordingly, a general wage increase given to salaried or hourly rated employees is not applicable to an Advertising Consultant.

It is understood that Advertising Consultants have self-assigning hours.

It is further understood and agreed that articles in this agreement do not apply to Advertising Consultants, except for:

Article 7 – Grievance Procedure

Article 11 – Employee Benefits

Advertising Consultants' remuneration, vacation and legal holiday pay is all-inclusive under the Acadia Broadcasting Limited commission structure in which control is vested solely with the company. Vacation and Floater credits accrue to Advertising Consultants in the established way with no additional remuneration.

Advertising Consultants shall be entitled to an annual vacation on the basis of vacation credits computed as of date of hire in each calendar year and earned in the following manner:

- (a) Less than one (1) year seniority in accordance with the Canada Labour Code.
- (b) One (1) year seniority but less than four (4) years seniority – two (2) weeks vacation paid at the rate of four percent (4%) of employees earning in the preceding twelve (12) month period.
- (c) Four (4) years seniority – three (3) weeks vacation paid at the rate of six percent (6%) of employees earnings in the preceding twelve (12) month period.
- (d) Ten (10) years seniority – four (4) weeks vacation paid at the rate of eight percent (8%) of employees earnings in the preceding twelve (12) month period.
- (e) Twenty (20) years seniority – five (5) weeks vacation paid at the rate of ten percent (10%) of the employees earnings in the preceding twelve (12) month period.

Maternity leave/layoff of an Advertising Consultant – One (1) month commission from date of leaving.

Termination/Resignation of an Advertising Consultant other than gross misconduct shall be two (2) weeks commission from the last day of work.

ARTICLE 18  
EFFECTIVE DATE AND DURATION

- 18.1 This Agreement shall commence on **February 1, 2015** and shall remain in force until 12:00 PM **January 31, 2019**.
- 18.2 Prior to the expiration date of this Agreement if either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party within (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2015** in the town of Fort Frances, Ontario.

FOR:  
ACADIA BROADCASTING  
LIMITED FORT FRANCES

FOR:  
**UNIFOR**  
AND ITS LOCAL 324-5

Darell Plummer

Stephen Boon

Jill Darrah

George Smith

Deborah Emes

**SCHEDULE A**

As per Article 11.4 – Medical and Group Insurance:

**Group A:**

**SCHEDULE B**

As per Article 11.4 – Medical and Group Insurance:

**Group B:**

**MEMORANDUM OF AGREEMENT**

**BETWEEN: UNIFOR AND ITS LOCAL 324-5**


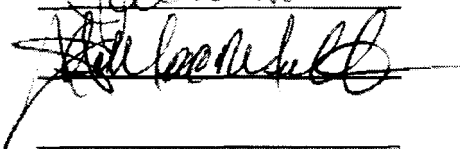
**AND**

**ACADIA BROADCASTING**


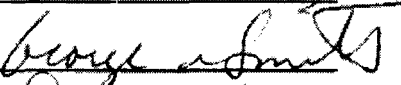

THIS MEMORANDUM IS IN FULL SETTLEMENT OF ALL TERMS AND SUBJECT TO RATIFICATION by the Members of Unifor Local 324-5. The Collective Agreement will be in effect from February 1, 2015 to 12:00 PM on January 31, 2019 and shall be on the same terms and conditions as those contained in the Collective Agreement in effect from February 1, 2012 to January 31, 2015 except as hereinafter amended.

SIGNED AT FORT FRANCES, ONTARIO THIS 12<sup>TH</sup> DAY OF MAY, 2015.

Acadia Broadcasting Limited

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Unifor Local 324-5

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Change "CEP" to Unifor throughout the Collective Agreement.

**ARTICLE 11 – EMPLOYEE BENEFITS**

**11.5 Retirement Income Plan**

Change

Increase by \$10.00 per month (effective January 1, 2018)

**ARTICLE 16 – GENERAL WAGE PROVISIONS AND WAGES**

Effective February 1, 2015 – 1.5% General Wage Increase

Effective February 1, 2016 – 1.5% General Wage Increase

Effective February 1, 2017 – 2% General Wage Increase

Effective February 1, 2018 – 2% General Wage Increase

**For Sales Consultants only:**

Effective Date of Ratification– \$100 Lump Sum

Effective February 1, 2016 – \$100 Lump Sum

Effective February 1, 2017 – \$100 Lump Sum

Effective February 1, 2018 – \$100 Lump Sum

**ARTICLE 18 – EFFECTIVE DATE AND DURATION**

**18.1 Change to Read**

This Agreement shall commence on **February 1, 2015** and shall remain in force until 12:00 pm **January 31, 2019.**

**LETTER OF UNDERSTANDING**

**RE: Station Management Restructuring**

Add a new classification to the bargaining unit - News Reporter.

Blue Cross replaces Great West Life as benefit provider.

Remove Christa Pare and David Bishop from Group B listing in Schedule B.

**New Letter of Understanding – Re: Labour/Management Committee**

A joint labour/management committee will be formed within 3 months of ratification. The committee will normally meet at least twice per year or as needed to address workplace issues and concerns that may arise during the term of the contract. The committee will attempt to deal with workplace issues and concerns, but will not have the authority to make changes or amendments to the collective agreement.

**RE: Advertising Consultants**

**Union would like to put the Employer on notice that we will be adhering to Article 17 in regards to vacation payout and entitlement.**

**ACADIA BROADCASTING  
LOCAL ISSUES TO BE DISCUSSED  
NEGOTIATIONS ~ 2015 (To be discussed via conference call)**

1. The Union requests discussion on workload at the station / new news reporter (ie. shortage of staff)  
**Employer agrees to add a new classification to the bargaining unit - News Reporter.**  
Management will continue to review and assess work activities (for example answering phones) and staffing levels.
2. The Union requests discussion on the manager position.  
Station Manager is available by phone or email for issues that require immediate attention and will visit Fort Frances office as required.
3. The Union requests discussion on cross-training.  
ABL agrees to explore opportunities and if necessary, cross training will be reviewed with Labour / Management Committee.
4. The Union requests discussion on how deadlines are met.  
ABL agrees to review and enforce current creative/production deadlines with employees.
5. The Union requests that mandatory harassment training be carried out.  
ABL will adhere to Federal regulations, as well as advise and communicate policy to employees within six (6) months of agreement ratification.
6. The Union requests discussion on the format of the time slips.  
Time slip format reviewed. Acceptable at this time. Issue resolved.
7. The Union requests that vacation days be put on the time slips.  
Vacation days currently tracked on vacation request form. Issue resolved.
8. The Union requests discussion on how vacation is paid out.  
ABL Company policy – vacation is not paid out. Management encourages employees to take earned vacation.
9. The Union suggests a larger font for the Collective Agreements.  
ABL: Agrees
10. The Union suggests a 50/50 split for the cost of the Collective Agreements with a copy for every member and six extra for the Local office.  
ABL: Agrees. ABL to provide document to Unifor Local 324-5 for printing. Unifor to distribute printed agreement to members.

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