

# LETTER OF AGREEMENT

between

**TRENT RADIO - a corporation without share capital**

and

**JOHN KENNETH MUIR**

WHEREAS, Trent Radio is a non-profit, cultural and educational organisation owned by the students of Trent University, operating a non-commercial broadcast undertaking in the City of Peterborough, and

WHEREAS, it had been determined that there shall be a General Manager appointed to guide and monitor the operations of the Corporation including its broadcast functions, and

WHEREAS, it is the expectation of the Board of Directors that, in the furtherance of the Objects of Incorporation and Trent Radio's Aims as a Broadcast Licensee, the General Manager shall ;

- a) manage the day to day operations of the Corporation,
- b) work to meet the Board's goals and objectives,
- c) inform the Board of the Corporation's activities and monitor and evaluate its performance,
- d) ensure that all staff, appointed personnel, and members using the facilities of the Corporation, are cognisant of the Board's policies, goals and objectives,
- e) immediately alert the Board of any major problem,
- f) act always in the best interests of the Corporation and continue to cultivate a sense of humour, and,

WHEREAS, it is the expectation of the General Manager that the Board of Directors shall;

- a) set realistic goals and objectives,
- b) render decisions and make clear policies which may be feasibly implemented,
- c) provide advice and counsel when problems arise,
- d) be supportive and collegial when difficult decisions must be made,
- e) make it clear that all staff and appointed personnel are accountable to the General Manager,
- f) monitor and evaluate the work of the General Manager, and
- g) understand the formal character and nature of the organisation as creating community through cultural and educational means, and the operation of its broadcast facilities as a forum for a broad and diverse range of opinion and content.

WHEREAS, the incumbent General Manager is the most suitable person for the position given his experience, skill, record of achievement, and thirty-four years of service, and even though he continues to feel he is being dragged kicking and screaming into giving yet another six years of his life to the organisation,

**TRENT RADIO** hereby appoints **JOHN KENNETH MUIR**, hereinafter referred to as the General Manager, as the General Manager of the Corporation and **JOHN KENNETH MUIR** hereby accepts this appointment, according to the following terms and provisions.

## **Role and Accountability:**

The General Manager shall be charged with the overall responsibility of the day-to-day operation of Trent Radio, and granted the authority to carry it out. This includes day to day operation of the Office and Radio Facility belonging to the Corporation.

The General Manager shall be accountable to the community and the membership of the organisation through the Board of Directors and reports to the Board.

All staff and other delegated personnel ultimately report to the General Manager.

## **General Responsibility and Authority:**

The General Manager shall exercise leadership and provide direction, consultation and strategy development to the Board on principal organisational issues such as, though not limited to; mission, values and ethics; organisational structure and planning; programming and production; finance, funding and fundraising; service to members and the community; public relations and public awareness.

The General Manager shall have the authority and responsibility to handle all matters operational, including, though not limited to, licensing, security, legal, financial, personnel, technical, and programming matters and relations with other organisations and related business.

**Specific Duties, not limiting the generality of the foregoing;**

1. To formulate, administer and supervise the overall budget and all financial matters;
  - a) To deal with all financial matters and to follow arrangements made for proper books of accounting be kept, under the direction of the Bookkeeper. Preparation of all payroll, remittances and other disbursements;  
Preparation of deposits and depositing of receipts to the account of Trent Radio. To arrange for bookkeeping;
  - b) To be responsible for all applications for funds to all levels of government;
  - c) To formulate, administer, and supervise, on-going and new earned revenue functions;
  - d) To oversee payment of all wages and, where applicable, including though not limited to, statutory deductions and remittance of these to the government;
  - e) To negotiate and oversee proper and timely reporting to all government and regulatory agencies. Preparation of all documents required by government and regulatory agencies, including CRTC, Industry Canada, Revenue Canada T4s, and charitable receipts. Management and retention of the files, records, drawings, archives, library and equipment inventory.
2. To formulate, administer and supervise all procedures and practices in accord with Board policy;
  - a) As such, the General Manager shall help formulate and recommend policies to the Board of Directors for consideration and approval;
  - b) The General Manager shall give support to the Board of Directors and leadership to other officers, staff, and the organisation as a whole.

**General duties:**

3. To exercise due diligence in matters pertaining to;
  - a) all programming, publicity and other operations as they relate to the operation of Trent Radio's radio facility;
  - b) the hiring, firing, discipline, and supervision of all delegated personnel, subject to Board policy, and according to the needs of the organisation and the law of the land;
  - c) the operation of the facilities, including,
    - i) all technical arrangements - comprising all audio, radio frequency, computer, internet and telecommunications systems and equipment,
    - ii) all physical plant matters - comprising Trent Radio House, transmission facilities lease with Power Broadcasting (CHEX), or their assigns, and generally all fixed assets of the Corporation;
    - iii) all landlord functions relating to the Upper Apartment;
  - d) the purchase and/or rental of all equipment;
  - e) the allocation of all resources, both staff and equipment.
4. To arrange all security and insurance matters.
5. To negotiate and draw up all artistic, production, and performance contracts.
6. To report directly to the Board and to keep the Board informed in all the above areas, as necessary or requested.
7. To represent the organisation and from time to time, may act as spokesperson.
8. To give leadership and support in the area of financial development and fundraising, although project leadership may come from volunteers or other staff.
9. To render advice and support to other Officers of the Corporation.
10. From time to time, to render advice and assistance to other individuals or legal entities in the furtherance of the betterment of the community and other goals.

The General Manager shall also act as Vice-president.

**Special Projects:**

It is understood that during the period of this contract Trent Radio's licence to broadcast is due for renewal. The General Manager shall follow through on negotiations with the CRTC commenced prior to the term of this agreement to ensure Trent Radio's continuance as a broadcast licensee.

The General Manager shall work towards ensuring that Trent Radio shall remain a student organisation, sponsored by the students of Trent University and shared with the community as a whole.

**Capital projects:**

It is understood that the General Manager shall seek to make capital additions and improvements to the physical and technical fabric of the facilities owned by Trent Radio for consideration by the Board, while ensuring that existing amenities are well maintained.

**Conflict of Interest:**

The General Manager shall be accorded the prerogative to accept gainful employment from, or provide service, to persons or legal entities not connected to Trent Radio.

The General Manager shall be accorded the prerogative to communicate an opinion, as a private individual, through the media, or any other means, so long as it is made clear that in this act the General Manager does not speak for Trent Radio.

Notwithstanding, and within the spirit and intent of this agreement, the General Manager must avoid any conflict of interest with respect to his fiduciary responsibility, and shall report to the President or the Board of Directors any possible conflicts that may develop before completion of this agreement.

Further, the General Manager shall preserve and enhance public trust in the organisation by putting the interests of the organisation ahead of all other business and personal interests.

**Provision to delegate:**

The General Manager may hire or contract a Programme Director, who shall report to the General Manager and to whom the General Manager may delegate in sum or in part, the overall responsibility for programming on Trent Radio's broadcast facility, including all scheduling, the format of programmes, continuity, hours of operation, publicity and promotions, programme quality maintenance, enforcement of CRTC programming regulations, planning and control of special broadcasts and related activities. Pursuant to Trent Radio's licence granted by the CRTC, programming functions shall be rendered in accord with the organisation's aims as a broadcaster, in support of, and in partnership with programmers, independent of external or commercial influence, and in consideration of Trent Radio's tradition of tolerance, permitting any lawful expression. The Programme Director's duties may also include the preparation of an annual or seasonal programming plan, in conjunction with the General Manager, for the consideration of the Board. The General Manager shall endeavour to find revenues to provide year-round funding for this position.

The General Manager may hire or contract a Production Manager who shall report to the General Manager and to whom the General Manager may delegate in sum or in part, the overall responsibility for all matters production and technical at Trent Radio, including, but not limited to, technical training, certification of technicians and operators, and special technical arrangements and shall be responsible for ensuring the proper care, security, maintenance and supervision of hardware at all times. The Production Manager's duties may also encompass all audio, radio-frequency, computer and plant systems related to operations. and developing and implementing earned revenue and "pay for use" initiatives.

The General Manager may also, from time to time, hire or appoint a Sponsorship Director, Operators, or other personnel, according to such terms as their engagement calls for, or the General Manager requires of them, according to the needs and capacity of the organisation.

**Remuneration:**

The General Manager shall be paid the sum of \$xx,xxx per annum, effective 01 Sep 2009, with an annual increase subject to negotiation and not less than the "consumer price index" (CPI) promulgated by Statistics Canada in the month August each year. It is the general intention that these negotiations shall be held between the months of June and August each year.

Trent Radio shall provide the General Manager all benefits required by the Canada Labour Code for regular employees, and shall reasonably provide other benefits, such as paid leave in lieu of overtime, unpaid leave by mutual agreement.

For the purposes of this agreement Trent Radio shall provide the General Manager;

- a) an annual paid leave of eight weeks in addition to leave in lieu of overtime.
- b) the additional sum of \$x,xxx per annum in lieu of an employee health plan, with an annual increase not less than the CPI.
- c) the additional sum of \$1,040 per annum as reimbursement for employee owned auto costs, with an annual increase not less than the CPI, and reimbursement for mileage set by CRA as the "Automobile Allowance Rate" (<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/bnfts/tmbll/wnc/rts-eng.html>) for approved out of town trips.

The Board shall reasonably reimburse the General Manager for out of pocket expenses in the acquittal of his duties or disbursed on behalf of the Corporation.

The General Manager shall be provided a private office where he can smoke if he so chooses.

This contract of permanent employment shall be for a period of six years and shall be considered to commence on 01 January 2010 and expire on 31 December 2015,

This contract shall be automatically renewed for subsequent one five year periods on the same terms and conditions unless, by 30 June in the calendar year prior to the expiry of the initial, or any subsequent, period, one party notifies the other that it wishes to review the terms of this Agreement.

Upon the giving of such notice any renewal of this contract shall be on such terms and conditions as the parties may agree upon, subject to the law of the land.

Upon completion of this contract, Trent Radio shall pay a sum of not less than the equivalent of eighty-two regular weeks pay as severance benefit. Both parties agree that this severance benefit item shall replace and thus nullify any previous agreement in regard to severance benefit.

The General Manager may elect to give six months notice to terminate this contract. Should this occur, severance pay shall be calculated as the equivalent of seventy weeks regular pay, plus two weeks regular pay for every year or part thereof completed in this contract.

**Contract Obligation and Outstanding Employee Loan:**

Trent Radio shall pay the General Manager the sum of \$xx,xxx.xx according to the terms of the promissory note attached hereto, which represents the sum of the previous contract obligation (\$xx,xxx.xx) and a loan payable (\$xx,xxx). While it is understood that some payments may be deferred, it is also understood that all monies owing under this agreement will be paid out on or before 15 October 2025.

**Other Considerations:**

In the event that Trent Radio finds itself in a short fall of funds, Trent Radio shall seek to mitigate any pecuniary or other loss to the General Manager. Though not limiting the generality of the foregoing, this may take the form of deferring payments to some future date. Concomitantly, the General Manager shall work with the Board to moderate any disruption in the affairs of the Corporation, including the operation of its radio facilities, should such a short fall arise.

**Applicability**

Notwithstanding, all provisions of this agreement, including moneys promised, shall remain in full force and effect for the duration of this agreement and until all its terms are honoured,

**Agreed to, with mutual respect and good will at Peterborough, Ontario**

**on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009.**

**for Trent Radio:**

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**Meaghan Culkeen, President**

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**Andrew French, Secretary**

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**John Kenneth Muir**