

SOURCE	Union		
EFF.	95	12	31
TERM.	98	14	30
No. OF EMPLOYEES	76		
NOMBRE D'EMPLOYÉS	JPC		

COLLECTIVE AGREEMENT

between

NEW BRUNSWICK BROADCASTING COMPANY LIMITED

(IN RESPECT OF CHSJ RADIO)

and

**THE COMMUNICATIONS, ENERGY & PAPERWORKERS UNION
OF CANADA, (CEP, CLC)**

Effective from

TO



November 30th, 1998

18 1997

CHSL RADIO - LOCAL 98

Article 1 - Intent

1.1

The general purpose of this Agreement is to:

- (a) maintain mutually satisfactory relations between the Company and its employees and promote their mutual interests;
- (b) set forth the working conditions, hours of work and wage rates of the employees, as defined in Article 2;
- (c) to provide for the prompt disposition of grievances;

To this end, the Union and the Company agree to observe the provisions of this Agreement, and further, the Union agrees that it will assist the Company and its Supervisory personnel in bringing about a high level of efficiency on the part of all employees.

1.2

The Company agrees to instruct all members of its supervisory staff to co-operate with the stewards in carrying out the terms and requirements of this Agreement.

1.3

The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements of this Agreement.

Article 2 - Definitions & Employee Categories

2.1 Employee

The term "employee", as used herein, means an employee included in the bargaining unit or any person employed in a job classification which the parties may, by mutual agreement, include in the bargaining unit.

Should the parties disagree on the inclusion or exclusion of a job classification in the bargaining unit, the matter shall not be the subject of a grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

2.1.1 Gender

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

2.2 Bargaining Unit

The Company recognizes the Union as the exclusive Bargaining Agent for all persons employed at CHSJ **AM** Radio and in the bargaining unit defined by the Canada Labour Relations Board excluding those positions listed below:

- Sales Manager
- Salespersons
- Business Manager
- Program Director
- Confidential Secretary
- General Manager
- Technical Manager
- News Director

2.3

All employees covered by this Agreement shall be considered full-time permanent employees of the establishment except for the following *categories*.

2.3.1 Probationary Employee

A Probationary Employee is an employee required for a regular full-time job but who has not yet completed six (6) months of continuous and uninterrupted employment in that job function. Time lost by a probationary employee for personal or health reasons shall be discounted from the six month probationary period. During the six (6) month period or during an extension, the Company may release the probationary employees at any time and this release shall not be subject to the grievance procedure provided that the Company has not acted in any arbitrary or discriminatory fashion. The probationary period may be extended for an additional three (3) months by the Company.

The employee and the Union will be notified in writing on the successful completion of the probationary period or of any extension of the probationary period.

The probationary period for a part-time employee shall be 1040 hours. The full-time probationary conditions shall apply to part-time probationary employees.

2.3.2 Part-Time Employee

Part-time employees may be hired in the classifications within the Bargaining Unit provided that:

- (a) a part-time employee shall not work more than an average of thirty (30) hours per week over any thirteen (13) week period, This limitation shall not apply when the employee is covering for child care leaves, vacations, other leaves, and during rating periods.
- (b) Part-time employees shall be paid on an hourly basis calculated by dividing the regular weekly salary specified for their classification by the regular weekly hours for the

classification.. Such employees shall be paid a minimum of three (3) hours at their basic rate for any day they are employed.

(c) all articles of the Collective Agreement shall apply to part-time employees with the following exceptions:

- Articles 4.6, 4.6.1 and 4.6.2;

- Article 9;

- Article 11 (except 11.7);

- Article 13.1, 13.2

(except that *the* provisions of *the* Canada Labour Code will apply)

- Article 13.3

(except that part-time employees shall receive four (4) percent of gross earnings as vacation pay)

- Article 15.1, 15.1.1, 15.1.2, 15.11

- Article ~~18.4~~ 18.3

(except that part-time employees shall receive six (6) months credit on the salary scales to which they are assigned for every one (1) year of service as a part-time employee);

(d) part-time employees who are subsequently hired as permanent staff without a break in service of more than ninety (90) calendar days, shall be credited for all purposes with the total accumulated hours and their seniority and probationary period will be calculated accordingly;

(e) the Company will immediately notify the Union local, in writing, of the names of employees hired as part-time within the Bargaining Unit, and will state the classification into which the employee is hired.

(f) the Company will not use a part-time or temporary employee if it results in the layoff of a full-time employee or if there is a full-time employee on layoff in that classification, or if it would prevent the hiring of a full-time person to that classification.

2.3.3

For the purpose of this Agreement, the term "office employee" shall designate:

Receptionist

Traffic Co-ordinator

The term "production employee" shall designate all other employees in the bargaining unit.

2.4

Whenever the term "group seniority" is used in this Agreement, it shall denote any of the following groups of classifications:

Group A	Morning Announcer
Group B	Mid-day Announcer
Group C	Afternoon Announcer
Group D	Evening Announcer
Group E	Swing Announcer
Group F	Morning News Person
Group G	Mid-day News Person
Group H	Afternoon News Person
Group I	Evening News Person
	Swing News Person
Group J	Continuity Co-Coordinator
Group K	Traffic Co-Coordinator
Group L	Receptionist/Typist
Group M	Copy Writer

2.5

A "working day" or "working days" with reference to procedure outlined in this Agreement, specifically, grievances procedures and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays, and Statutory Holidays.

2.6 Regular Weekly Salary

Regular Weekly Salary shall mean the remunerations an employee receives for his/her week's work, excluding talent fees, overtime and any other premiums or penalties.

2.7 Basic Rate

Basic Rate shall mean the regular weekly salary of an employee divided by forty (40) hours for production employees and thirty seven and one half (37.5) hours for office employees.

2.8

The term "Company" means CHSJ Radio, Saint John, N.B.

Article 3 - Management's Rights

3.1

The Union recognizes that it is the exclusive right of the Company to operate and manage its business efficiently and to direct the work forces.

Without limiting the generality of the preceding paragraph, the following rights are included:

- (a) to determine the location, number and size of plants;

- (b) to **determine** the supervision necessary to operate, the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- (c) to decide **the number of employees and the operating schedule**;
- (d) to **select, hire, promote, transfer, layoff, suspend, discipline, or discharge an employee for just cause and to maintain order and efficiency of the employees, subject to the right of an employee to file a grievance.**
- (e) to **make, alter and amend** reasonable **rules** of conduct and procedure for employees.

All this subject to the limitations of this Agreement.

3.2 On Air Personnel

It is *agreed* that the company has the exclusive right to **establish standards** of performance for on-air staff, provided that **this right shall not be exercised in an non-bona fide or discriminatory manner.**

3.2.1

Non-probationary employees who do not achieve the standards of performance shall receive a written warning.

3.2.2

The warning shall include **an explanation of the Company's determination that the employee is not achieving the standards of performance.**

3.2.3

The **warning shall be copied to the local president and the Halifax office of the union.**

3.2.4

The **Company will use reasonable efforts to provide** W o n and assistance to **the employee in achieving the standards.**

3.2.5

If, after a period of four weeks and at least one more warning, the Company is still not satisfied that the employee is achieving the standards, the company may exercise its exclusive right to release the employee from his/her employment.

3.2.6

Employees released **under this provision shall receive severance payments of four week's salary for each year of service with a minimum of 26 week's pay. This severance shall be available at the employee's option, as either a lump sum or as a weekly salary. Employees opting for weekly salary shall be entitled to Blue Cross and Group Insurance for the period of their severance.**

Article 11.4 shall not apply.

3.2.7

Employees released under this provision shall be entitled to all accrued vacation pay.

3.2.8

Employees shall be entitled to professional "out-placement counselling" including facilities for the preparation of resumes and tapes, at company expense, to a maximum cost equivalent to two weeks salary. The employee has the option of taking 75% as a cash payment waiving this "out-placement counselling" counselling.

3.2.9

The Company's right to release an employee pursuant to this article shall not be used as a disciplinary measure.

3.2.10

This article shall apply to all on-air personnel in groups A through I.

Article 4 - Union Rights

4.1 Union Membership

Whereas both parties agree that employees are free to join or not join the Union, the Company agrees to inform new Bargaining Unit employees, before hiring, that the Communication, Energy and Paperworkers Union of Canada is the certified bargaining agent and, at the same time, to show each new Bargaining Unit employee a copy of the individual wage scales applicable to the job classification which he/she will perform.

4.1.1

The Union shall have the right to interview new employees on the Company premises, outside of working hours, for the purpose of joining the Union.

4.2 Dues Check-Off

During the term of this Agreement, the Company agrees to deduct from the salaries of the employees in the Bargaining Unit an amount equal to the uniform dues and assessments as levied by the Union. The deductions are to be based on the gross earnings of every employee in the Bargaining Unit beginning with the date of hiring in the Bargaining Unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of gross earnings. The Company will be notified by Registered Mail of all changes in the present rate of deductions. Nothing in this Collective Agreement shall be interpreted to deny an employee his/her rights under Section 70 of the Canada Labour Code.

4.2.1

The Company agrees to remit the monies so deducted to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Company, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the Bargaining Unit who have left or joined the Company since last payment.

4.2.2

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

4.3

The Company shall notify, in writing, the acting Senior Executive of the local union, or his/her designee, the following information:

- (a) the names, classifications and salaries of new hires;
- (b) vacancies in a permanent job function;
- (c) promotions and transfers;
- (d) resignations and retirements;
- (e) lay-offs;
- (f) information relating to pension and medical plans;
- (g) the details of any new monetary arrangements made with the employees beyond the terms of this agreement;

This information shall be given within seventy-two (72) hours, not including Saturday, Sunday or statutory holidays.

4.4 Access to Premises

Upon reasonable notification, the Company will permit access to its premises by an accredited Union official to observe whether the provisions of this Agreement are being complied with. Such visits shall be at reasonable hours and are not to interfere with the normal operations of the Company. The Union official shall be accompanied by a representative of Management

4.5 Use of Bulletin Boards

The Union may post on bulletin boards supplied by the Company, notice of Union meetings, social affairs, or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Company in advance of posting.

4.6 Leave for Union Activities

Upon request by the Union, the Company will release without loss of regular pay or regular other benefits, up to two (2) employees for negotiation meetings with the Company and for caucus during any negotiation meetings. The Company's obligations as to pay and other benefits shall

terminate upon an application being made by either party for conciliation services, From that date employees engaged in contract negotiations or caucus will not be paid their wages and the value of the benefits they continue to receive will be calculated and invoiced to the union local.

It is understood that negotiation meetings will be arranged by mutual agreement bearing in mind the Company's operational and business requirements.

4.6.1

A leave of absence without pay may be granted to a maximum of one (1) employee at a time and up to a maximum of ten (10) working days per year per employee to represent employees at Labour Council Meetings of the union, Labour Conventions and/or Congresses or other Union business. If employees require additional time due to special circumstances, the Company may extend the time at its discretion,

All requests for such leave shall be submitted at least (15) working days in advance.

4.6.2

Leave provided for in Articles 4.6 and 4.6.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for, as outlined in 4.6 and 4.6.1 shall continue to receive all the appropriate benefits contained in this Agreement.

Article 5 - Non-Discrimination

5.1

Neither the Company nor any person acting on behalf of the Company, shall seek by intimidation, by threat, or by imposition of a pecuniary or any other penalty or by other means to compel an employee to refrain from becoming or cease to be a member of the Union.

The Union agrees that it will not discriminate against, coerce, or restrain my employee or attempt to do any of the foregoing because of his/her membership or non-membership, his/her activity or lack of activity, in any labour organization.

Article 6 - Strikes, Lock-Outs and Strike-Breaking

6.1

During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee take part in any slowdown, sitdown or stay-in, or any other kind of strikes, or any other kind of interference, or any work stoppage, total or partial, of any of the Company's operations anywhere in Canada. The Company will not cause, engage in or permit a lockout of any employee.

6.2

The company recognizes ~~the employee's right to refuse to work at, or originate programming for, any Radio station, transmitter, studio or property other than CHSJ Radio station where a legal strike of any person whose functions are similar to those covered by this Agreement is in progress.~~

6.3

If after reasonable effort has been made to secure provision to cross a picket line, no employee shall be penalized in any manner for crossing or not crossing a legally constituted picket line. This article shall not mean that any employee may refuse to cross a picket line established at or around the Company premises normally utilized by CHSJ while this Collective Agreement is in force.

Article 7 - Grievance Procedure

7.1 Grievance Committee

The Union shall appoint or otherwise select a local Grievance Committee comprising two (2) employees. The Company will discuss with the Grievance Committee any grievance filed in accordance with Article 7.2 and any other matter properly arising out of this Agreement and the Committee will co-operate with the Company in the administration of this Agreement.

7.1.1

The Union will provide the Company with the names of Union representatives. With the prior approval of management, Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances. The request for permission shall not be unreasonably withheld. All approved time spent in performing duties of this nature shall be considered time worked, except that overtime or any expense to the Company will not be incurred in the carrying out of this function.

7.2 Grievance Procedure

Should any question arise concerning the application, interpretation or an alleged violation of the provisions of this Agreement between the Company and any employee, or the Union, the following procedure shall apply;

Step 1 - When dispute arises, the employee concerned and/or the shop steward shall discuss the matter with the supervisor concerned. Either the steward or the manager or supervisor may request the presence of the allegedly aggrieved employee at any step in the grievance procedure.

Step 2 In the event that the dispute is not resolved in the first step, the employee and/or his/her shop steward may submit a grievance in Writing to the General Manager, or the Company designate, within ten (10) working days after the employee became or should have become aware

of the ~~matter~~ which is the subject of the grievance. If the grievance is not settled within ten (10) working days from its submission to the General Manager, or his/her designate, the Union Grievance Committee may request a meeting with the General Manager, or his/her designate, with the Union Grievance Committee and such meeting shall take place within ten (10) working days after the request is filed. Appropriate minutes will be kept of this meeting and will be signed by both parties.

7.3

If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 2 hereof, give to the other party to this Agreement written notice of its intention to arbitrate at the same time specifying one of the following list of arbitrators as being not acceptable:

- Douglas Stanley
- Donald McLean
- Christopher Collier
- Cedric Haines
- Claude Foisy

The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone, acknowledge receipt of the said notice and, at the same time, specify one of the remaining list of arbitrators as being not acceptable; thereafter, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from the list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and he shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and he shall be notified forthwith, as provided for in the letter in Appendix A to this Agreement. In the event that the arbitrator so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning.

Should no arbitrator from the panel be available, and failing agreement in selecting an alternate, either party may request the Minister of Labour to appoint an arbitrator.

7.3.1

An arbitrator, to whom any grievance may be submitted in accordance with this Article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to alter in any way, or to add to, or subtract from, or modify any of the terms of this Agreement.

7.3.2

If it is determined by the arbitrator that any employee has been disciplined, suspended or discharged without proper cause, the arbitrator may make any decision which is just and equitable and which may, or may not, include the full reinstatement of the employee.

If it is determined by the arbitrator that an employee has been disciplined for proper cause and the disciplinary measure has resulted in the suspension or dismissal of the employee, the arbitrator may substitute such other penalty for the discharge, suspension or discipline as the arbitrator deems just or reasonable in all circumstances.

7.3.3

The hearing must commence within six (6) weeks from the date of acceptance by the arbitrator to the hearing of the grievance.

7.4

Any and all time limits fixed by this Article may only be extended or shortened by mutual written agreement between the Company and the Union. Any procedure or time limit not adhered to shall cause the grievance to be deemed to have been abandoned.

7.5

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses, provided that these arrangements do not cause cost to the Company or interfere with Company operations.

7.6

The parties will jointly bear the expenses of an arbitrator in equal portions except that no party shall be obliged to pay the cost of stenographic transcription without express consent.

7.7

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.8

The Local President, or his designate, and the grievor shall be released to attend arbitration hearings without loss of pay.

7.9

The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

Article 8 -Disciplinary Action

8.1

Discipline is action taken by the Company which adversely affects an employee's job status or remuneration. Discipline includes warnings against repeated occurrence, reprimand, suspension and dismissal.

8.1.1

Temporary or ~~Permanent~~ demotion shall not be used as a form of discipline. An employee may be demoted only at his own request or as a result of layoff, as described elsewhere in this agreement,

8.2

Letters of Reprimand, Discipline and Dismissal shall be subject to review by the provisions of the grievance procedure and shall only be for just and sufficient cause.

8.2.1

An employee dismissed for just and sufficient cause shall, be entitled to receive all accrued vacation and holiday pay.

8.3

Letters of Reprimand, Notice of Discipline or Dismissal must be made in writing and given to the employee, the Local Union Representative, and sent to the Halifax office of the Union by courier, registered mail, or fax within ten (10) working days of the occurrence of the incident or knowledge by the Company of the incident on which it is founded. If any part of this procedure is not followed, neither the report, letter, nor notice shall form part of the employee's record or be used against him/her at any time.

8.4

The employee shall have the right to submit a reply within ten (10) working days after he/she has been given notice referred to in Articles 8.1, 8.2 and 8.3 above, which reply shall become part of his/her record.

8.5

All employees shall have access to their records and no reprimand shall form part of any employee's record for more than two (2) years, provided that during the two years following the reprimand, no further disciplinary measures are incurred. However, in no event shall a reprimand form part of an employee's record for more than three (3) years.

8.6

An employee may be accompanied by a Union Representative during meetings with management where the work performance of that employee is discussed that may result in disciplinary action.

Article 9 - Seniority Rights

9.1

Seniority shall not be established until the probationary period has been served, but shall then count from the date of the engagement.

9.1.1

The seniority of an employee shall be affected in the following manner:

- (a) an employee will accumulate seniority on a leave of absence for sickness;
- (b) an employee with less than one (1) year's seniority who is laid off retains his/her seniority for a period of six (6) months, after which he/she shall be considered as being discharged;
- (c) an employee with one to five (1-5) years seniority who is laid off shall retain his/her seniority rights for twelve (12) months after which he/she shall be considered as being discharged;
- (d) an employee with five (5) or more years of seniority who is laid off shall retain his/her seniority rights for twenty-four (24) months after which he/she shall be considered as being discharged;
- (e) an employee on leave of absence for Union activities described in Article 4.6 of this Agreement shall continue to accumulate seniority;
- (f) an employee shall lose his/her seniority if he/she is discharged for just cause, resigns, or if he/she fails to return to work within ten (10) days of receipt, by Registered Mail to his/her last known address, of the notice of re-employment.
- (g) an employee on leave of absence without pay shall, upon returning to the Company's employ, be credited with the seniority accrued to the commencement of his/her leave.
- (h) an employee promoted to a position outside the Bargaining Unit shall retain his/her seniority for a period of six (6) months.

9.2 Group Seniority

Group Seniority shall equate to the total length of service an employee has within a Functional Group as listed in Article 2.4.

9.2.1

If for any reason an employee returns to a Functional Group in which he was previously employed, his/her Functional Group seniority in that group shall equal all service originally

credited, as well as any service in any other Functional Groups in which he/she has worked since his/her initial departure from that group.

9.3 Promotions and Transfers

Where a bargaining unit job vacancy occurs, or a new job is created, notice shall be pasted for a period of seven (7) calendar days, with a copy of the notice being sent immediately to the Union. The employee who is best qualified in the assessment of the Company for the position shall be promoted or transferred laterally to the bargaining unit position. Where employees are equally best qualified, the employee with the most seniority shall be awarded the bargaining unit position. The successful employee shall be placed on trial for a period up to three (3) months. If during this trial period the employee performs unsatisfactorily, or if the employee so requests, he/she will be returned to his/her former position with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing that his new position has been confirmed. Nothing in this Article precludes the Company from hiring an employee from outside the Company when no employee applies, or where in the Company's assessment, there is not a sufficiently qualified applicant from within the bargaining unit.

9.3.1

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent, and the employee will not be penalized for such refusal.

9.3.2

Without his/her consent, no employee shall be permanently transferred to another job classification resulting in a lower wage rate and lower wage schedule, and the employee will not be penalized by such refusal.

9.4 Lay-Offs

When lay-offs of employees are to be made, the Company shall determine which jobs are to be left vacant or abolished and the number of employees to be laid off.

9.4.1

The Company shall advise the Union in writing of any proposed lay-offs one (1) month in advance, except in the event of lay-offs due to automation when the Company shall provide written notice one hundred and twenty (120) days in advance of the date of the lay off.

9.4.2

When employees are to be laid off, such lay-offs shall proceed in an inverse order of group seniority within each group as defined in Article 2.4.

9.4.3

An employee facing lay-off may transfer to another group and bump a less senior employee provided, in the company's opinion, he is satisfactorily qualified for the position.

9.4.4

Employees reclassified to a new wage group as a result of lay-offs will be credited with years of service on the new wage scale based on group seniority as set forth in Article 9.2.1.

9.4.5

An employee who is laid off shall be notified of his/her lay-off two (2) weeks in advance of the effective date or he/she may receive two (2) weeks salary in lieu.

9.4.5.1

The Company shall provide, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company and/or by any other means that the parties may by mutual agreement decide upon. The Company will provide such employees reasonable time off during their normal work week without loss in salary to be interviewed for positions outside the company.

9.4.6

Where a vacancy exists elsewhere in the Company, a qualified laid off employee will be considered for any such vacancy.

9.5

When vacancies occur, the Company agrees to recall in order of seniority the laid off employees, provided that in the Company's assessment, the laid off employee has the qualifications for such vacancies,

- (a) an employee may refuse to accept a recall to a job of a different category from the job he/she was occupying at the time of lay-off without forfeiting his right of recall to his/her original job;
- (b) an employee may refuse to accept a recall to a job of a salary less than his/her original job or a job of the same salary;
- (c) an employee may accept options (a) and (b) on a temporary basis without losing his/her right to his/her original job or a job of the same salary;
- (d) no new employee shall be hired until those laid off have been given the opportunity to return under the recall provisions;
- (e) an employee recalled after a lay-off who accepts a salary less than his/her former salary will not suffer a loss of credited years in the wage scale.
- (f) a laid off employee who elects to refuse an offer of employment made to him/her by the Company, which is equal to or greater than, in salary, and who has the requisite ability

shall effective from the date of such no longer receive severance payments pursuant to Article 11.

Article 10 - Jurisdiction & Duties, Job Descriptions

10.1

Subject to 10.1.1, the Company agrees it will not assign duties normally performed by members of the Bargaining Unit to non-bargaining unit personnel to the extent that same would result in the lay-off of a member of the Bargaining Unit or prevent the recall from lay-off of a member of the Bargaining Unit in the employ of the Company.

10.1.1

The limitation contained in Article 10.1 shall not apply where the News Director and/or Program Director are to perform on-air functions.

10.2.

It is agreed that the Company will set up training programs and/or send employees to a Company-approved seminars, or education courses for employees repairing, setting-up and operating any new equipment which differs substantially from the present equipment. Lack of such training will be considered in assessing employees' performance.

10.3.

The Company shall notify the Union in writing in advance of:

- (a) any significant change contemplated to the duties, tasks or responsibilities of a job covered by this Collective Agreement;
- (b) any new job to be created and declared by the Company, adjudicated or jointly deemed to be the jurisdiction of the Bargaining Unit;
- (c) the wage group in which the Company intends to classify a new job or a job whose duties, tasks or responsibilities have been changed after the signature of this agreement.

10.4

If a new or significantly changed job is not covered under the wage schedule, the Company in consultation with the Union will establish a grade level for the job, remuneration of the new or modified job will be based on existing wage schedule.

Article 11 - Employee Benefits

11.1

Current permanent full time employees shall receive a bank of six (6) days accumulated sick leave credits as of the date of signing of this agreement. Permanent employees shall accumulate sick leave credits at the rate of one-half (1/2) day for each month of continuous service. Absence due to sickness shall not constitute a break in continuous service. An employee may use up to two (2) days of his/her accumulated sick leave credits per absence. As at December 01 each year, any such accumulated sick leave credits in excess of six (6) days will be paid out as a Christmas bonus.

11.1.1

The Company may require an employee to undergo at any time, a medical examination by a doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee, or as a safeguard for other members of the staff or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to return to work. If the employee so requests in writing, the results of the examination will be conveyed to the employee's personal physician

11.1.1.1

The Company may request the employee to provide a medical certificate disclosing the cause of absence, provided that such request is made before the employee returns to work and that all expenses incurred in obtaining such certificate are borne by the Company.

11.1.2

An employee who expects to be absent from work due to illness shall inform his/her immediate supervisor of the same as early as is reasonably possible before the start of his/her tour of duty. The employee shall advise as to the cause of his/her expected absence.

11.1.3

Should an employee fall sick while on vacation, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee, provided a doctor's certificate is supplied.

11.1.3.1

Should an employee require bereavement leave while on vacation, bereavement leave will be paid and the unused vacation will be credited to the employee.

11.1.4

Absence because of sickness shall not interrupt the accumulation of employees' vacation credits in this Agreement.

11.1.4.1

Absence from duty while on LTD or Weekly Indemnity shall:

1. **not interrupt the accumulation of seniority;**
2. ~~interrupt the accumulation of sick leave credits;~~ and
3. **interrupt the accumulation of vacation pay and holiday pay credits.**

11.1.5

The Company shall not dismiss or lay-off an employee solely because of absence due to illness or injury.

11.1.6

The Company will grant reasonable requests for time for an employee to take medical, dental and eye appointments, where the employee is unable to arrange such appointments during non-working time.

11.1.7

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her shift at his/her regular rate of pay, without deduction for his/her sick leave. Any employee who has received payment under this Article shall also receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours subsequent to the day of the injury.

11.1.8

The Company shall introduce and pay the cost of a weekly indemnity plan which shall pay benefits from the first day of hospitalization and third day of sickness to the 90th consecutive day of absence. The benefit shall equal 75% of normal weekly earnings in article 18.7 wage scales (excluding overtime and talent fees which are not part of regular work week) to a maximum benefit equal to six hundred and fifty (\$650.00) dollars per week (the Union agrees that the Company is entitled to retain any refund of unemployment insurance premiums as a result of the Company group insurance program).

*AK.
S.B.
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11.2 Parental Leave

On the birth or adoption of a child the parents will be entitled to leave as specified by the Canada Labour Code, ~~see Appendix "C".~~

11.2.1

An employee shall have the right to a paid leave of absence of one day when he is the father of a child born on any of his normal working days or when he/she is the mother or father of an adapted child, custody of whom is assumed on any of his/her normal working days.

11.3 Medical, Dental & Group Insurance Benefits

The Company agrees to continue the payment of the full cost of the current Blue Cross Medical and Dental Plan and the Group Insurance. The full cost of the long term disability will be absorbed by the employee.

11.4 Severance Pay

In the case of layoff due to shortage of work (as opposed to voluntary termination or dismissal) a full time employee is entitled to two week's salary for each year of continuous service or a part thereof. In no case shall the severance pay be less than four (4) weeks of pay. The employee may elect to either wait thirty (30) days and obtain his/her full credits in one lump sum or to receive his/her credits in a weekly salary until either his/her credits are exhausted or he/she is called back to work. In the event that he/she is called back to work, and his/her credits are not exhausted, pay accumulated and not paid off during layoff will continue to accumulate to the credit of the employee. In the event of subsequent layoff, only the credits not paid in the previous layoff, in addition to any credits earned since the previous layoff, will be paid. Severance payments do not earn vacation pay credits.

An employee who elects to obtain such credits in one lump sum, shall be considered to have surrendered all rights to recall, and shall retain no seniority rights.

Employees who obtain severance pay as a regular salary shall continue to receive Blue Cross and Group Insurance benefits for the period of their severance pay.

11.4.1 Death Benefits

Upon cessation of employment as a result of an employee's death, his/her estate is entitled to severance pay at the rate on one (1) week's salary for each year of service, to a maximum of ten (10) weeks. Payment will be made in one lump sum. Severance pay shall be computed on the basis of the weekly salary being paid to the employee at the time of severance.

11.5 Pension Plan

The present Pension Plan will be continued throughout the term of this Agreement and there will be no changes, other than improvements, without discussion with the Union. No changes will be made that will detract from the Plan or its benefits, the only exception being changes resulting from government legislation over which the parties have no control. Information concerning changes will be passed along to the Union promptly.

11.6 Bereavement Leave

- (a) In the event of a death in his family, an employee will be granted the following leaves of absence without loss of pay:
- Spouse, common-law spouse or child: 6 consecutive days.
 - Father, mother, sister, brother, mother-in-law, father-in-law: 4 consecutive days.

- Grandparents and grandchildren: 2 consecutive days,
- Brother-in-law or sister-in-law, nephew or niece: 1 day.

(b) In each case, one of the days is to be the date of the funeral. Should any of these days fall on a non-working day, no pay will be given for such day. In each case, the intent is to provide a day to attend the funeral.

11.6.1

In exceptional circumstances, an extension to these time periods may be granted at the sole discretion of the Company.

11.7

The Company shall consider requests from employees for special leave for emergencies such as the birth of a child or illness in his/her immediate family. The Company shall have sole discretion in determining if special leave of absence will be granted; however, permission shall not be unreasonably withheld.

11.8 Jury and Witness Duty

An employee required to serve as a juror, or subpoenaed as a witness, shall be considered as being on leave with pay, with any remuneration received from the Court to be paid to the Company.

11.9 Educational Seminars

Employees in attendance at a Company-approved seminar or educational course related to the broadcast industry shall receive for that day:

- (a) on scheduled work day, his/her basic rate of pay for his/her scheduled tour of duty;
- (b) reimbursement for all approved expenses incurred, including course material, meal and travel costs;

No overtime will be paid while employees are attending courses.

Article 12 - Travelling Expenses and Provisions

12.1

When an employee agrees to use his/her car in the execution of his/her work and has received the authorization of the Company, he/she will receive compensation equal to twenty-seven Gents (\$27) per kilometre with a minimum payment of three dollars and fifty cents (\$3.50). The use of an employee's car is not compulsory

12.2

The Company, upon presentation of receipts, shall reimburse each employee for all authorized in-town and out-of-town **travelling** and other **expenses when such travel is authorized by the Company**. All expense claims are to be submitted **within five (5) days of returning from an assignment**. Reimbursement for authorized expenses will be made **within one week of a claim being submitted**.

Article 13 - Holidays and Vacations

13.1

The following shall be considered as paid **holidays**.

- New Year's Day
- Good Friday
- Victoria Day (Empire Day)
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Brunswick Day
(first Monday of August)

Plus any day legislated by the Federal or Provincial (New Brunswick) government as a public holiday.

13.2

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

- (a) if the holiday falls on a regular working day and the employee is not required to work, he/she shall be paid at his/her basic rate of pay for the standard work day defined in Article 15.1;
- (b) when a paid holiday falls on an employee's scheduled day off, and he/she is not required to work, he/she shall be entitled to one (1) days pay;
- (c) if a holiday falls on a scheduled work day, and/or the employee is required to work, he/she shall receive two and one half times (2-1/2 x) his/her basic hourly rate for each hour worked, with a minimum credit of eight (8) hours.
- (d) an employee working on a paid holiday which is also his/her day off shall be paid at two and one-half times (2 1/2) times his/her basic hourly rate with a minimum credit of eight (8) hours.

(e) an employee on vacation on a paid holiday shall be entitled to one days pay at his/her basic hourly rate.

(f) If an employee is required to work on a holiday in excess of his/her tour of duty, he/she shall be paid in addition to the rates of (c), (d), an additional 1/2 hour for each additional hour worked.

13.3 Vacations

An employee having less than one (1) year's Seniority from the date of his/her employment to May 1st is entitled to one (1) day's vacation per month of employment to a maximum of ten (10) working days with pay equal to a regular day's pay for each day owed.

13.3.1

An employee having one (1) year or more of Company seniority on the first day of May is entitled to an annual vacation of ten (10) working days with vacation pay equal to either four percent (4%) of his/her gross earnings during the year ended April 30 immediately preceding, or two (2) weeks' salary, whichever is greater.

13.3.1.1

An employee having four (4) years or more of Company seniority on the first day of May is entitled to an annual vacation of fifteen (15) working days with vacation pay equal to either six percent (6%) of his/her gross earnings during the year ended April 30 immediately preceding, or three (3) weeks' salary, whichever is greater.

13.3.2

An employee having ten (10) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty (20) working days with vacation pay equal to either eight percent (8%) of his/her gross earnings during the year ended April 30 immediately preceding, or four (4) weeks' pay, whichever is greater.

13.3.3

An employee having twenty-two (22) years or more of Company seniority on the first of May is entitled to an annual vacation of twenty-five (25) working days with vacation pay equal to either ten percent (10%) of his/her gross earnings during the year ended April 30 immediately preceding, or five (5) weeks' pay, whichever is greater.

13.4 Scheduling of Vacations

Subject to the operational requirements of the Company, employees may take their vacation any time during the year May 1st to April 30th. The Company will make a reasonable effort to allow an employee to take up two weeks of their vacation consecutively during the period between June 1st and September 30th. Seniority shall govern if scheduling conflicts occur.

13.4.1

If at all possible, an employee will be entitled to begin and end his/her vacation in conjunction with his/her days off.

13.5

Once any employee begins his/her vacation, any work assigned during that vacation shall be paid at overtime rates. The employee will be credited with an additional day of vacation for each day he/she is required to work.

13.6 Scheduling of Christmas and New Year's Holidays

It is agreed that the Union and the Company will consult and jointly develop a Christmas/New Year's work schedule.

Article 14 - General Matters.

14.1 Combined Job Functions

In cases where an employee is required to perform separate job functions simultaneous with his/her regular duties, the department head shall state which job function has priority. The employee so involved shall not be penalized for errors committed in the other job function during such performance.

14.2 Outside Activities

An employee who wishes to work outside the Company may do so provided that prior approval is obtained from the Company where:

- (a) such activities of personnel are in competition with the Company (for the purpose of this Agreement competition includes but is not limited to all other broadcast media),
- (b) the employee exploits his/her connection with the Company in the course of such activities;
- (c) the employment is such as would interfere with the employee's efficient carrying on of his/her duties.
- (d) the activity may adversely affect the public image of the Company.

14.3

Employees shall be reimbursed by the Company for one hundred percent (100%) of tuition and cost of successfully completing work related courses. In order to qualify for reimbursement, the course must be approved in advance by the Company. Success means obtaining a passing grade.

Article 15 - Hours and Scheduling of Work

15.1

The work week will commence as of 12:01 am local time on Monday and shall consist of the number of hours set forth in Articles 15.1.1 and 15.1.2 divided into five (5) days of work, exclusive of first (1st) meal period, but inclusive of break periods. Newsroom personnel shall receive an inclusive first (1st) meal period.

15.1.1

The work week for production employees shall consist of forty (40) hours divided by five (5) days of eight (8) hours each.

15.1.2

The work week for office employees shall be thirty seven and one half (37.5) hours, divided into five days of seven and one half (7.5) hours each. This normal work week excludes Sundays. As of the signing date of this Agreement, and for the duration of this Agreement, the incumbent continuity co-ordinator shall have the same work week as that of an office employee.

15.2 Days Off

There shall be two (2) consecutive days off per week. These two (2) scheduled days off may be in separate work weeks, i.e. Sunday and Monday. Four (4) consecutive days off may be given within a two (2) week period. Not more than ten (10) working days may be given within a two week period. Not more than ten (10) working days may be scheduled consecutively.

15.2.1

Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of ten (10) hours for a total of fifty-eight (58) hours.

15.3 Tour of Duty

A tour of duty describes the normally scheduled shift of an employee, or his/her shift as it may be modified, calculated to the next quarter (1/4) hour in which his/her work is performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

15.3.1

There shall be no assignment of split shifts.

15.3.2

Announcers and Announcer/Operators shall work a maximum of six (6) hours on air per tour of duty.

15.3.3

Employees may be required to make personal appearances on behalf of the station outside of

their normal hours of work. Such appearances shall not exceed 3 per month or 24 in any one calendar year.

Employees will not be penalized for refusal to make appearances in excess of these maximums.

Employees who make more than 10 such appearances shall qualify for one additional paid vacation day per year.

Employees who make more than 20 such appearances per year shall qualify for two additional paid vacation days per year.

15.4 Posting of Schedules

Work schedules will be posted before five PM (5:00 PM) on Wednesday for the following week.

15.4.1

After posting of a work schedule, scheduled days off will not be changed unless mutually agreed by the employee and the Company.

15.4.2

A designated Union representative shall be given access to the work schedule and time records which will be kept on file by the Company for at least two (2) years.

15.4.3

Employees may exchange shifts and days off with other employees, provided they have the permission of their supervisor and scheduling officer.

15.4.4

Employees will be notified in advance of all changes of schedule.

15.5

Prior to going on leave of five (5) days or more, upon the request of the employee, he/she shall be given in writing a pre-arranged time to report back. This time, however, may be re-scheduled later but not earlier than the pre-arranged time.

15.5.1

It is the responsibility of an employee to report to the Supervisor in charge of scheduling, advising when he/she will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employee of any change in his/her schedule.

15.6 Overtime Computation

Overtime shall be paid for all time worked in excess of the normal daily hours in any one (1) day in the following manner.

15.6.1 Extension of Shift

Extension of Shift shall mean an employee continues to work past the end of his/her regular tour of duty; he/she shall be paid at the rate of one and one-half times (1 1/2x) his/her basic rate.

15.6.2 Recall

Recall shall apply to an employee who is called to work after having left, not expecting to return that day. The employee on recall shall be paid as of the time of the call for one (1) hour's travel time at straight time. In addition, for the actual *t h e* worked, the employee shall be paid at time and one-half (1 1/2x) his/her basic rate with a minimum credit of two (2) hours.

15.6.3 Callback

Callback shall apply to an employee who finishes his/her shift knowing he/she must return. He/she shall be paid at one and one-half times (1 1/2x) his/her basic rate for all additional hours worked with a minimum credit of two (2) hours.

15.6.4 Call-In

Call-in shall apply to an employee who is called in to work before his/her scheduled start time. A call-in must extend into the start of his/her scheduled shift. If work performed before the start of his/her scheduled shift does not extend into his/her scheduled shift, the hours worked shall be deemed recall. In cases of call-in, an employee shall be credited from the start time of the call in to the start of his/her shift at one and one-half (1 1/2x) his/her basic rate with a minimum credit of two (2) hours.

15.6.5

Recall or callback can occur only when an employee, who has worked or has been credited with at least a minimum tour of duty, is called to perform work on the day in question.

15.7

If an employee assigned to overtime or work on a day off requests not to be so assigned, the Company will contact all other available qualified employees who normally perform these duties and will endeavour to replace him/her in the assignment. If no employee accepts the work it will be assigned to the least senior qualified employee.

15.7.1

An employee and his/her manager may agree to substitute time off in lieu of overtime. Time off will be credited at the rate the overtime was earned. (eg. a two hour extended shift would equal three (3) hours off in lieu). Scheduling of time off in lieu shall be by the mutual agreement of the employee and the company.

15.8

Work on a Scheduled Day Off - When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- (a) If work is performed on one (1) day off in a week, time and one-half (1/2) computed separately from *the work week*, with a minimum credit of **four (4)** hours.
- (b) if work is performed on both days off in a week, double time (2x) computed separately from the **work week**, with a minimum credit of four **(4)** hours for the second day;

15.9 Turn-around Period

A "turn-around period" is the period of at least 10 hours *between* the end of one tour of duty and the commencement of the **next** tour of duty, or between the end of a callback and commencement of the next tour of duty - whichever is later.

All time which encroaches on the turn-around period shall be paid at one and one-half times (1 1/2x) the hourly rate of the employee. No payment shall be made for the following encroachments:

- on a swing-in shift on a regular rotating shift pattern which occurs in conjunction with the employee's day off,
- on a shift where the employee is released from duty to attend negotiations or grievance meetings with Management;
- on a shift mutually agreed to by the employee and the Company;
- on a shift where an employee requests a trade in shifts.
- on an assignment to cover a breaking news story of an immediate nature which could not be anticipated for scheduling purposes.

15.10

The Company will add to the basic pay of eligible personnel, an amount equal to the night differential received as of the signing date of this Agreement. Eligibility is restricted to those working the shifts (weekdays and weekend mornings) at the date of signing. Future permanent shift changes will negate this amount on the date this change takes place.

15.11

In the event an employee is temporarily assigned to perform work in excess of four (4) hours in Group A (Morning Announcer) or Group F (Morning News Person), he/she shall be paid an additional twenty-four (\$24.00) dollars per tour of duty. This upgrade does not apply to statutory holidays, Saturdays, or Sundays,

15.11.1

The Employer has the right to assign an employee to perform work of an equal or lower classification provided his/her wage rate remains the same.

15.11.2

In the event that an employee is temporarily assigned to perform work of a supervisory nature in a category which is excluded from the Bargaining Unit, he/she shall continue to receive the protection of this Agreement.

Article 16 - Excessive Hours and Safety

16.1

Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident at the workplace shall be at the expense of the Company. User fees (if any) at the Out-Patient Department shall be at the expense of the Company.

16.2

No employee shall be required to work under what he/she reasonably concludes are hazardous conditions. Where such hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company and the employee. Refusal to do such work shall not result in discipline, including loss of pay nor will such refusal prejudice any future job status.

16.3

Appropriate safety courses (i.e. first aid courses) as needed will be set up for the employees and paid for by the Company.

16.4

The Company shall make available and maintain First Aid Kits.

Article 17 - Meals and Break Periods

17.1

Employees shall be entitled to two (2) fifteen (15) minute rest periods per tour of duty. It is agreed that the Company and the employees will be flexible in the scheduling of these rest periods. Employees will not be required to work more than three hours of overtime without at least one additional 15 minute rest period.

17.2 First Meal Period

To all tours of duty of five (5) hours or more, a first meal period of sixty (60) minutes shall be assigned and shall begin not earlier than the start of the third (3rd) hour of the tour and shall end not later than the end of the sixth (6th) hour of such tour.

17.2.1

Newsroom and other on-air personnel shall be excluded from Article 17.2 and in lieu thereof shall receive a paid thirty (30) minute first meal period which shall be taken by the employee at a mutually convenient period in the work day.

17.3 Second Meal Period

If an employee is required to work more than **six (6)** hours after the end of the **first** meal break referred to above, and more than **one (1)** hour after **the end of his/her regular shift**, a second meal period of **thirty (30)** minutes duration shall be assigned. For every additional **six (6)** hour period worked, a further break shall be assigned.

17.4 Meal Displacement Compensation

Employees who **are entitled to their meal period** and are required to work through this period will be credited with **1/2 hour or 1 hour, as applicable, as time worked.**

Article 18 - General Wage Provisions

18.1

Payroll for both regular and overtime will be by direct deposit at 1600 hours (4:00 pm) on Wednesdays of every 2 weeks for the pay period ending the previous Sunday at 11:59 pm.

18.2

All overtime payments will be made **in the pay period following the pay period** in which it was earned, providing the **employee has submitted his/her claim prior to the start of the pay period.**

18.3

Progression **up the salary schedule** within each classification shall automatically occur, as designated in **the salary schedules on the first complete pay period of the month nearest the employee's semi-annual or annual date of hiring, or his/her appointment to his/her current classification**

18.4

Employees paid over scale **as of the date of signing of this agreement will receive the same percentage increases as employees paid at scale.**

18.5

When an employee is promoted to a higher-rated job classification, he/she shall immediately move into the higher **salary group.**

18.6

This Agreement represents **minimum rates, fees and conditions of employment.** No person employed in any job classification within the scope of this agreement shall be compensated at rates lower than those provided herein nor shall any conditions of employment be less favourable than the provisions of this agreement. Nothing in this agreement shall prevent an employee and employer from agreeing to an individual contract containing specified terms (including wage rates) and conditions of employment in excess of the minimum provisions of this agreement.

18.7 Wage Scales

Date of Signing Weekly	Anniversary	
	First Weekly	Second Weekly

Group L - Receptionist/Typist

Start	315.12	318.27	324.64
6 mos	333.30	336.63	343.37
1 yr	358.55	362.14	369.38
2 yrs	369.66	373.36	380.82
3 yrs	382.79	386.62	394.35
4 yrs	395.92	399.88	407.88
5 yrs	406.02	410.08	418.28

Group M - Copy Writer

Start	339.36	342.75	349.61
6 mos	350.47	353.97	361.05
1 yr	366.63	370.30	377.70
2 yrs	382.79	386.62	394.35
3 yrs	405.01	409.06	417.24
4 yrs	416.12	420.28	428.69
5 yrs	431.27	435.58	444.29
6 yrs	461.57	466.19	475.51
7 yrs	479.75	484.55	494.24

Group A, B, C, D, E - Radio Announcer

Start	387.84	391.72	399.55
6 mos	400.97	404.98	413.08
1 yr	419.15	423.34	431.81
2 yrs	437.33	441.70	450.54
3 yrs	463.59	468.23	477.59
4 yrs	474.70	479.45	489.04
5 yrs	499.95	504.95	515.05
6 yrs	523.18	528.41	538.98
7 yrs	547.42	552.89	563.95

18.7 Wage Scales

Date of Signing Weekly	Anniversary	
	First Weekly	Second Weekly

Group J, K - Cont. Co-Ordinator, Traffic Co-ordinator

Start	400.97	404.98	413.08
6 mos	412.08	416.20	424.52
1 yr	425.21	429.46	438.05
2 yrs	448.44	452.92	461.98
3 yrs	473.69	478.43	488.00
4 yrs	492.88	497.81	507.76
5 yrs	523.18	528.41	538.98
6 yrs	547.42	552.89	563.95
7 yrs	570.65	576.36	587.88

Group F, G, H, I - Newsperson

Start	457.53	462.11	471.35
6 mos	471.67	476.39	485.91
1 yr	486.82	491.69	501.52
2 yrs	513.08	518.21	528.58
3 yrs	541.36	546.77	557.71
4 yrs	571.66	577.38	588.92
5 yrs	597.92	603.90	615.98
6 yrs	626.20	632.46	645.11
7 yrs	651.45	657.96	671.12

Article 19 - Duration of Agreement

19.1

This agreement shall commence on the date of its signing by both parties and shall continue for three years.

The agreement shall be renewed automatically from year-to-year thereafter unless either party notifies the other by registered mail not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry of its intention to renew or revise this Agreement. Where such notice is given, this Agreement shall continue in full force until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lock-out have been met, whichever occurs first.

19.2

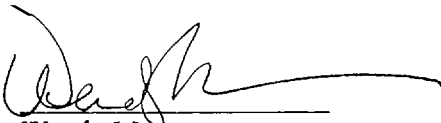
The Parties hereto agree that this Agreement is conclusive and that any matter not specifically dealt with shall not be the subject of negotiations prior to the expiration of the Agreement, unless mutually agreed.

The duration of this Agreement shall be three (3) years from the date of signing by both parties.

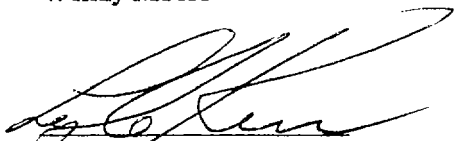
* WITNESS WHEREOF the parties have caused this Agreement to be duly executed by their duly authorized officers this 31 day of December 1995.

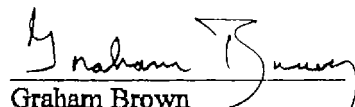
New Brunswick Broadcasting
Co. Ltd. (in respect of CHSJ
Radio)
Saint John, N.B.

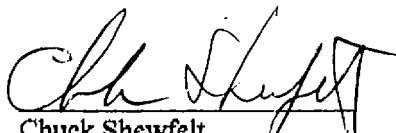
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