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No. OF EMPLOYEES	199		
NOMBRE D'EMPLOYÉS	li		

## AGREEMENT

between

**CANADIAN BROADCASTING CORPORATION**

and

**ASSOCIATION OF 'TELEVISION  
PRODUCERS AND DIRECTORS  
(TORONTO)**

**September 25, 1989 - May 5, 1991**

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## INTRODUCTION

It is the intent and purpose of this Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the Association of Television Producers and Directors (Toronto) in promoting the utmost cooperation between the Corporation and its television Producers.

### ARTICLE 1

#### RECOGNITION

##### 1.1

The Corporation recognizes the Association of Television Producers and Directors (Toronto) as exclusive bargaining agent for Television Producers and Directors (hereinafter referred to collectively as "Producers") and Associate Producers, in Toronto, employed either in established positions or by individual contract, or by continuing contract, or ~~by fixed-term contract~~, or by specific services contract; or whose services are provided directly to the Corporation through a company; or who are employed by companies engaged in co-productions with the Corporation using facilities either leased or owned by the Corporation; or who are employed by companies commissioned to produce programs for the Corporation using facilities either leased or owned by the Corporation.

##### 1.2

For the purposes of this Agreement, all terms (Producer, Director, Associate Producer, Senior Producer, Executive Producer, Producer Counsellor) and all personal pronouns (he, him, his) shall refer equally to male and female members of the bargaining unit.

### ARTICLE 2

#### JURISDICTION

##### 2.1

The Corporation recognizes that the production of television programs is the sole responsibility of Television Producers, and undertakes that no third party will be given jurisdiction which would infringe on the functions traditionally performed by Toronto Producers.

## 2.2

By established procedure, various categories of employees and freelancers contribute to, and prepare programs under the overall direction of a Producer. Nothing herein shall require the Corporation to modify such established practice.

## 2.3

The Corporation maintains the right to commission programs or co-productions from independent Producers in accordance with practice heretofore established, provided that the rate of remuneration of Producers and/or Associate Producers employed by these independent Producers in Toronto shall be not less than that established for Producers and/or Associate Producers in this Agreement. When commissioned programs or co-productions are produced using facilities leased or owned by the Corporation, Producers' and/or Associate Producers' dues will be remitted to the Association by the Co-Producer as per the schedule of dues applicable of this Association. **The Co-Producer shall also be required to advise the Association of the names of all Producers and Associate Producers employed by said independent Producers in Toronto involved in said co-productions no later than at the time of shooting.**

Notwithstanding the above, it is agreed that nothing in this Agreement shall restrict the temporary assignment to Toronto of Producers from other CBC locations.

### 2.3.1

**When the Corporation enters into such co-productions, a CBC Producer may be assigned to participate in that co-production, when required.**

## ARTICLE 3

### CORPORATION RIGHTS AND RESPONSIBILITIES

### 3.1

As provided for in the Broadcasting Act, the direction of the Corporation, the control of its properties and the maintenance of order on its premises, depend exclusively upon the judgement and discretion of the Corporation and theretofore do not fall within the scope of this Agreement.

### 3.2

These exclusive rights and responsibilities of the Corporation include, amongst others, the right to decide the number and locations of plants, to establish the methods and scope of operations, to determine the number of staff required to carry on its operations, to select and hire them, to decide on the amount and type of supervision and control required to draw up operating schedules, to establish policies and standards governing its operations and programming, and to exercise such responsibility and authority necessary to carry out these policies. In exercising these rights and responsibilities, the Corporation undertakes not to contravene the provisions of this Agreement relating to the rights and authority of the Producer.

### 3.3

It is further recognized that the Corporation has the right and responsibility to allocate duties and assignments, to take disciplinary action, to dismiss for proper cause, to transfer, promote or lay-off, but these rights and responsibilities shall be exercised subject to all the conditions of the Agreement, including the grievance procedure.

### 3.4

The Corporation will not transfer a Producer to another city without a thorough discussion with the Producer involved, taking into account such factors as personal hardship and career development. Such transfer shall not be made capriciously. The Corporation's right to transfer shall be exercised subject to all conditions of this Agreement, including the grievance procedure.

## ARTICLE 4

### JOINT COMMITTEE

1  
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#### 4.1

The parties recognize that from time to time matters of mutual interest will arise and in this regard it is agreed that a Joint Committee to consider such matters will be convened.

#### 4.2

The Corporation, through the Joint Committee, will seek the opinion of the Association prior to any fundamental changes in production procedures or equipment relating to production.

4.3  
The parties agree that when differences or complaints arise, they will be referred in the first instance to the Area Head or Program Director, or, in their absence, to their delegate, for discussion. If such differences or complaints are not resolved, or when such a meeting is not possible, they may be referred to the Joint Committee.

## ARTICLE 5

### COMPLAINT AND GRIEVANCE PROCEDURE

5.1  
It is mutually agreed that it is the spirit and intent of this Agreement to resolve or adjust, as quickly as possible, grievances arising from the application of this Agreement.

5.2  
First Step: Upon receipt of any matter described in 5.1 above for inclusion on an agenda, the Corporation agrees to arrange for a meeting at the First Step. It is understood, however, that in the case of a grievance which arises from a specific occurrence, the grievance must be submitted in writing to the designated officer of the Corporation within thirty days of occurrence.

5.3  
A First Step meeting conducted at the corporate level shall take place within ten (10) days of the submission of a grievance in writing. In the event that such a meeting does not take place, or the parties fail to arrive at an acceptable solution within twenty (20) days of that grievance meeting or mutually agreed subsequent meeting, either party may refer the grievance to Arbitration, pursuant to Article 5.6.

5.4  
The Corporation agrees to release, for the purpose of such meetings, without loss of pay, a maximum of four members of the Association. The Association is free to supplement its representative for such meetings, but it is understood that, if such additional person or persons are from Corporation staff, release will be subject to programming obligations.

5.5  
In order to maintain adequate record of the discussion held at any grievance meeting, minutes of such meetings shall be kept, read and signed by both parties at the close thereof.

## Referral to Arbitration

### 5.6

In the event that a grievance, as described above, is not settled at the last meeting at which it is discussed, either party may refer such grievance to arbitration upon notice being given to the other party of such intent within twenty (20) days of the last meeting. Such notice shall be in writing and receipt must be acknowledged.

### 5.7

The parties agree that the Arbitrator of a grievance shall be chosen by mutual agreement. If the parties are unable to select an Arbitrator, the parties shall request the Minister of Labour of Canada to appoint an Arbitrator.

## The Arbitrator's Authority

### 5.8

The Arbitrator may rule on whether or not the grievance is arbitrable. The Arbitrator will not have the power to change, modify, extend or revise the provisions of this agreement or to award costs or damages. However, he will have the power to direct that a Producer be reinstated in his duties, receive the salary and enjoy the benefits provided by his contract if he has been wrongfully suspended, laid off, discharged or otherwise disciplined.

### 5.9

The Arbitrator must render a written award outlining the reasons for his decision. This decision shall be final and binding on both parties.

### 5.10

The Arbitrator's fee and the expenses incidental to the hearing shall be borne equally by the Corporation and the Association, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

### 5.11

The grievance procedure does not deprive a Producer of the right to bring his complaint personally to the attention of his superiors and thereby seek to obtain satisfaction. However, no Producer may accept a settlement which is inferior to the minimum conditions of this Agreement.

### 5.12

Any time limit mentioned in the above articles dealing with the grievance procedure and arbitration shall exclude Saturdays, Sundays and Holidays and may be extended by mutual consent.

## ARTICLE 6

### PERSONAL FILES

#### 6.1

The Producer may review his personal file at least once a year and, in addition, at any time in connection with application made for promotion, career development or transfer, in case of adverse report or discipline, or prior to job review, or prior to discussion of merit increase or prior to contract renegotiation.

## ARTICLE 7

### ADVERSE REPORTS

#### 7.1

The Producer must receive a copy of any written complaint or accusation which may be detrimental to his advancement or reputation within the Corporation when the complaint or accusation is made, failing which, *such* expressions of dissatisfaction shall not become part of his record nor used against him at any time. The Producer's version of any complaint or accusation shall become part of his record.

#### 7.2

Any reference to any disciplinary action taken together with any complaints or accusations which have led to that disciplinary action shall be removed from the Producer's personal file after two (2) years from the date of such disciplinary action or such complaints or accusations.

#### 7.3

**Any** complaint or accusation against a Producer found to be unjustified shall be removed from the personal file of such Producer immediately.

#### 7.4

Prior to the imposition of discipline, the Producer will be notified at a meeting with Management of the reasons for the imposition of the disciplinary action. The Producer has the right to have an Association representative present as an observer at any such disciplinary meeting. No disciplinary action may be imposed on the Producer until such meeting has taken place, except in matters of gross misconduct.

## 7.5

The Corporation will provide the Producer with the reasons, in writing, for such disciplinary action.

## ARTICLE 8

### DISMISSAL NOTICE

#### 8.1

A Producer dismissed for proper cause as outlined in Article 3,3 shall be notified in writing of the reasons for dismissal. The Association shall receive a copy of such notice.

#### 8.1.1

A Producer dismissed for proper cause shall receive one month's notice in writing or one month's pay in lieu of notice, except when such dismissal is for dishonesty or gross misconduct.

## ARTICLE 9

### ASSIGNMENT

#### 9.1

In assigning a Producer to a program, the Corporation will take into account the Producer's interests, aptitudes, abilities and professional reputation.

#### 9.2

The Corporation shall not change a Producer's assignment or remove him from a program or series without justification, and will act only after considering the Producer's performance in meeting the mutually agreed objectives of the program or series, and after discussing his performance with the Producer.

The Corporation will give the Producer, at his request, the reasons in writing for such change or removal.

#### 9.3

Disputes arising from a change in status or assignment may be offered for review at the **Joint Committee**, and are then subject to the grievance procedure.

## ARTICLE 10

### THE AUTHORITY AND RESPONSIBILITY

#### General

10.1

The Producer has authority over and responsibility for a program or series of programs assigned to him, under the overall authority of the Area Head or his delegate or the appropriate program officer of the Toronto Region.

10.2

The Corporation will protect the authority of the Producer over the content, form, and budget of the program it assigns to him and not intervene except to protect and achieve its basic interests as defined in Article 3.

10.3

The Corporation recognizes that it is desirable for Producers to participate in the development of programs they are to produce from the earliest possible stage.

10.4

The Producer's authority is recognized at the level of conception, production, direction, and completion of the program and gives him the right:

- a) to submit and discuss any program project he considers worthy of interest;
- b) to participate in the intellectual, material, and financial development of a program and in the development of the program objectives as soon as the Corporation decides to undertake production. Failing such participation, the Corporation cannot impose the production on the Producer.
- c) not to undertake the production of a program if he does not concur in the program objectives, including, but not limited to, the program content, form and style, resources and allotted production time, and audience objectives. Such right shall not be exercised unreasonably.
- d) to exercise authority over and be accountable for all stages of the production of the program within the program objectives, from the time the Corporation decides to undertake its production.
- e) to choose the participants and elements of the program he produces within the mutually agreed objectives of the program.

- f) to re-negotiate the program objectives if any major element including, but not limited to, program content, form, and style, resources and allotted production time, and audience objectives are changed.

#### 10.5

The Corporation will not enter into any agreement with any other Union, Association, or collective bargaining agent that may conflict with the authority and jurisdiction of the Producer as defined by the provisions of this Agreement.

#### 10.6

In exercising his authority over the development, production, and completion of the program, the Producer undertakes to observe the intellectual, material and financial program objectives in accordance with Article 10.1. In producing the program, the

Producer shall select and assemble all elements required for the production. In exercising his authority, the Producer shall engage in some or all of the following tasks:

#### A) CONCEPTION

1. Program idea
2. Development of the idea
3. Program proposal

#### B) PRODUCTION

1. Choice of creative contributors and other participants
2. Choice of materials and facilities
3. Requisition of facilities and personnel: engagement of **performers**
4. Budget control
5. Development of program content, including writing, researching, and editing or the commissioning of writing and research
6. Ensuring compliance with Corporation policies and Collective Agreements
7. Determination of visual format and style

#### C) DIRECTION

1. Program style
2. Staging and rehearsing
3. Shooting script
4. Direction of participants
5. Direction of sound and image

## D) COMPLETION OF THE PRODUCTION

1. Editing, mixing
2. Promotion and publicity
3. Evaluation

### 10.7

Once a project is approved and the budget established, the Producer uses these funds according to the requirements of the program or program series, taking into account the availability of the services.

#### 10.7.1

To assist him in his budget control, the Producer may obtain from his area head or delegate or the appropriate program officer of the Toronto Region, all information relating to the direct and indirect costs of his programs.

### 10.8

Except in an emergency situation, the Producer will be consulted and his opinions taken into account in any post-telecast editing of his program.

### 10.9

The Producer shall evaluate the work and performance in terms of negotiable fees for authors, performers, freelance contributors, and participants in his program, while respecting the schedules of the Union and the Corporation and the view of Program Services.

### 10.10

The Producer is responsible for keeping himself aware of current practices and policies in dealing with freelance talent and related subjects.

### 10.11

The Corporation undertakes to include a fair mention of the Producer both in its written publicity and on-air promotion.

### 10.12

In order to assist the Producer to be aware of the various agreements between the Corporation and the Unions with which it has negotiated Collective Agreements, the Corporation agrees to supply a copy of each Collective Agreement to each Producer.

## Producer

### 10.13

Only a TV Producer may produce a TV program.

#### 10.13.1

The appointment of a person as Producer shall be the responsibility of the Corporation, subject to the provisions of this Agreement. Persons with recognized ability in the conception, production or direction of a television program, or persons with equivalent experience in related fields will be appointed.

#### 10.13.2

No person holding a managerial position in the Corporation may be assigned **as** a Producer unless his management function is officially suspended while he acts **as** a Producer.

#### 10.14

When a Producer **and** Director work on a program or series of programs, the final authority between the two of them rests with the Producer.

Persons may be temporarily upgraded to produce or direct.

Subject to Article 3.2, upgradings shall not be used to avoid filling Producer or Director vacancies.

#### 10.14.1

A person, from outside the bargaining Unit, temporarily upgraded to Producer, to **produce or direct**, shall be paid no less than Step 2 of the Producer **salary** scale during the period of such upgrade.

#### Associate Producer

#### 10.15

An Associate Producer **may** perform some of the functions of a Producer as his delegate on a continuing basis. An Associate Producer may perform all of the functions of a Producer **as** his delegate on an occasional basis provided that these functions are performed only within **the** context of a single program.

#### 10.15.1

An Associate Producer may be temporarily upgraded to Producer. Subject to Article 10.15, an Associate Producer assigned the authority and responsibility of a Producer shall be upgraded to Producer. **During the period of such** upgrade he shall be paid no less than Step 2 of the Producer **salary** scale.

#### 10.15.2

The Associate Producer has the right to initiate **and** submit any program project he **considers worthy of** interest to whatever program management level he **deems** appropriate.

## Senior Producer

### 10.16

One or more Senior Producers may be appointed in a program series to exercise authority over the production activities and assignments of Producers and/or Associate Producers. Under the authority of the Executive Producer of the program series, the Senior Producer is responsible for the overall production of individual programs in the series, and for the post-production of completed programs.

#### 10.16.1

To be appointed a Senior Producer, a Producer must have recognized experience in production and must have given proof of his competence.

## Executive Producer

### 10.17

The Executive Producer is a Producer who exercises direct production authority and budget control in the conception, production, direction and completion of a program or program series.

#### 10.17.1

**An** Executive Producer will be appointed whenever two or more Producers work as a team on a program or program series. This does not apply when one of the two functions solely as a Director. The Executive Producer shall at all reasonable times be available and accessible to the Producers under his authority in order to maintain a continuing and close relationship with them in the day to day exercise of their respective functions as defined in Article 10.

#### 10.17.2

**An** Executive Producer shall not be appointed to more than one program and/or program series if such appointment interferes with or diminishes his capability to fulfill his responsibilities and exercise his authority as set forth in Article 10.17 or interferes with or diminishes the relationship of the Executive Producer and Producers under his authority as set forth in Article 10.17.1.

#### 10.17.3

To be appointed an Executive Producer, a Producer must have three years recognized competence and experience in television production.

#### 10.17.4

If the Corporation wishes in exceptional circumstances to appoint a person of outstanding abilities as Executive Producer, who does not qualify under 10.17.3, the Corporation will consult with the Association before committing itself to such an appointment.

## Producer Counsellor

### 10.18

Three (3) Producer Counsellors shall be nominated by the Corporation in consultation with the Association for a period not exceeding one (1) year to participate in overall program and professional development.

#### 10.18.1

**The Producer Counsellor(s)** is a senior, experienced **CBC** television Producer who is available **for** informal discussion and consultation with **senior** television **management** in Toronto.

The discussions are to provide an opportunity for senior television management to informally obtain the advice and counsel of the professional television **Producer** community.

The discussions are also an opportunity for both senior television management and the **Producer** community in **Toronto** to **communicate** with each other and to provide **feedback** to each other.

Such discussions and consultation should take place on a **regular** periodic **basis**, normally at the request of senior television **management**.

These discussions and consultations are intended to provide a **forum for the consideration of** major professional and corporate issues, and of programming and production alternatives facing **CBC** television in **Toronto**.

In addition to this general role, the Producer Counsellor(s) is expected to provide a **number of general** duties as requested by senior television management - including:

- co-ordination of the participation **of** Producer representation in studies, task forces, etc;
- identifying training **opportunities** and advising individual Producers and the Corporation;
- participation in production method studies and **similar** production **study groups**;
- participation at other levels and activities as **requested**.

It is further understood that the Producer Counsellor will be available **for** individual counselling and **advice** to other Producers.

## ARTICLE 11

### PRODUCERS AND SERVICE DEPARTMENTS

#### 11.1

The Producer shall be provided with suitable office space and with adequate clerical and other assistance to carry out his duties.

The Corporation will give proper attention to the standards of space, air, light, temperature, cleanliness, and privacy as they affect Producers.

Other equipment, including audio and video playback equipment required by Producers to carry out their duties, will be made available as required.

#### 11.2

The Corporation shall see that the production service departments take all reasonable steps to place themselves at the disposal of the Producers. The Producer will be informed before any major change in procedure becomes effective in a service department which is likely to affect his professional activities. In addition, the Corporation will keep Producers informed regularly of the introduction of new equipment and/or procedures affecting the profession.

#### 11.3

The Corporation undertakes within reason to provide equipment and facilities of the quality and quantity required for the production of a program.

#### 11.4

The Corporation recognizes the right of the Producer to verify directly or by delegation of authority the work and operations carried out by the service departments for his program or program series.

#### 11.5

The Producer will have the services of a production assistant whenever necessary to fulfill program objectives. The Producer must be consulted in the selection of his production assistant. When possible, the Producer will have the services of the same production assistant for *the* duration of his assignment.

11.6

The Producer has the right to make his preference known to the production service departments as to the make-up of the production team, it being understood that the production service departments will endeavour to satisfy these preferences. In the event that his preferences are unable to be met, the Producer may request a written explanation. The production team, once assigned, will be responsible to the Producer and in no case will a change be made without prior consultation with him, except where conditions of a special and urgent nature make such consultation impractical.

11.7

In case of orders for outside services, especially film work, the Corporation will take into account the preferences of the Producer before letting contracts pertaining specifically to his program.

11.8

The Producer shall be entitled to any available information on audience evaluation of his program.

## ARTICLE 12

### AIR CREDITS

12.1

Air credits will be given in accordance with the Corporation's practice and policy in this regard. Essentially this policy recognizes that:

- a) a Producer's name shall be included in the credits on all telecasts with which the Producer has been involved.
- b) when a Producer is authorized by the Corporation to make a personal contribution to the program, extending beyond the normal requirements of his professional functions, etc., he will be entitled to receive an additional credit.
- c) a Producer has the right to refuse a credit on a program produced by him which has been altered without his consent. **When mutually agreed, a Producer's credit may be withdrawn for other reasons.**

12.2

The Corporation undertakes to ensure that no person shall take or be given any credit in a capacity covered by this Agreement, unless that person has been hired in a capacity covered by this Agreement, has been formally upgraded for the period of time covered by that credit, or has a specific contract which names that person to a capacity covered by this Agreement.

ARTICLE 13

AWARDS

When the Corporation enters a CBC program in any Festival or Competition, the Corporation will inform the producer in writing of the program entered/nominated. When such program wins an award, the Corporation will inform the producer of the program that won the award. Such award will be the property of the Corporation, except for any such award given in recognition of a specific function of the production (i.e. "best direction") which may be retained by the individual who performed that function on the program.

ARTICLE 14

WORK AND DAYS OF REST

14.1

While Producers and Associate Producers must be available any and all days of the week, they shall nevertheless be entitled to two (2) rest days per week. It is recognized that these should be consecutive, where possible. Where necessary, for programming requirements, Producers/Associate Producers may be required to work on rest days.

Self-Assigning Producers/Associate Producers

14.2

All Producers/Associate Producers are self-assigning. A Producer/Associate Producer may elect to be an Assigned Producer/Associate Producer.

14.2.1

A staff Producer must choose either to retain his self-assigned status or elect assigned status at the time of hiring or subsequently at his annual review. The Producer/Associate producer will indicate his choice in writing.

14.2.2

A contract Producer/Associate producer must choose either to retain his self-assigned status or elect assigned status at the time of hiring or of negotiating his contract. The Producer/Associate Producer will indicate his choice of writing.

### 14.3

Each Self-assigning Producer/Associate Producer undertakes to arrange his hours, days of work, and days of rest in order to complete his assignment consistent with economy of operation and good staff relations.

#### 14.3.1

A Self-assigning Producer/Associate Producer shall be required to account only for annual leave taken, and for work performed on a legal holiday where prior authorization is obtained. Subject to Article 14.5.3, Self-assigning Producers/Associate Producers shall have no claim for unused rest days and therefore cannot carry them forward from year to year.

### Assigned Producers/Associate Producers

#### 14.4

A Producer/Associate Producer who elects to become an Assigned Producer/Associate Producer will have his work days and rest days assigned by the Area Head, Program Director, or authorized Management delegate. Rest days may be assigned singly or in blocks, as programming requirements permit.

#### 14.5

Work by an Assigned Producer/Associate Producer on an assigned rest day will require prior authorization by the Area Head, Program Director, or authorized Management delegate, and each such day shall become an unused rest day. Such unused rest days shall accumulate to the credit of the Producer/Associate Producer. Unused rest days may be assigned singly or in blocks, as programming requirements permit.

#### 14.5.1

Assigned Producers/Associate Producers shall be entitled to review unused rest days once every three (3) months with Area Head, Program Director, or delegate.

#### 14.5.2

Unused rest days will be carried forward from year to year.

#### 14.5.3

**The Corporation may assign the Producer/Associate Producer to use accumulated rest days singly or in blocks, as programming requirements permit. When accumulated rest days in excess of forty-five (45) are to be assigned, the Corporation in consultation with the Producer/Associate Producer will discuss the assigning of these days. In no case shall the Producer/Associate Producer be forced to take forty-five (45) days or more of such leave at less than ninety (90) days advance notice.**

#### 14.5.4

An Assigned Producer/Associate Producer may elect at any time to return to self-assigning status for a period of not less than one (1) year. Such option must be communicated in writing to the Area Head or Program Director. Unused rest days accumulated when a Producer/Associate Producer is an Assigned Producer/Associate Producer, will be credited to him when he elects to return to self-assigning status. These unused rest days will be carried forward and assigned in accordance with Article 14.5.3.

#### Workload

#### 14.6

No assigned Producer/Associate Producer shall be required to maintain an excessive workload on a regular basis without review under this Article.

#### 14.6.1

Where an assigned Producer/Associate Producer believes he has such a workload requiring remedial action, he will obtain a review with the Development Head, Area Head or Program Director within ten (10) working days of his request.

While it is recognized that this review should be done by the aforementioned officers, this may not always be possible. In such situations the review may be done by the delegate.

#### 14.6.2

The review will consider the nature of the assigned Producer's or Associate Producer's:

- assignment and its duration;
- demands on time;
- program objectives;
- the organization of staff and facilities;
- the number of rest days worked and/or likely to be worked.

#### 14.6.3

As a result of the review, the remedies may include:

- time off in lieu;
- extra compensation;
- changes to the assignment;
- alternate organization of staff and/or facilities in connection with the assignment;
- any other alternatives.

The Producer/Associate Producer will be advised in writing of the results of the review.

14.6.4

If the assigned **Producer/Associate Producer** is not satisfied with the outcome of the above, he **may** obtain a review with the appropriate Director at the regional **or** network level **for** resolution. The **Producer/Associate producer** has the right to be **accompanied** to this meeting **by** a member **of** the Bargaining Unit **as** an observer.

14.6.5

If the assigned **Producer/Associate Producer** is not satisfied with the outcome of the review with the aforementioned Director, the Association **may** refer the matter to a special **sub-committee** of the Joint **Committee** consisting of **two (2)** senior representatives each from the Corporation and Association.

14.6.6

The parties **agree** that the process described above **must be** completed within thirty (30) working **days of** the initial meeting under Article 14.6.1.

14.6.7

If the parties are unable to **reach** agreement **on** the outcome of **any** individual **case** under this Article, the matter will be referred for resolution to an Arbitrator. The Arbitrator will **render** a decision within thirty (30) **days** of receipt of a dispute. The Arbitrator has the authority to determine compliance with this Article **and** whether the workload is excessive. The provisions of Article 5.6, 5.7, 5.8, 5.9, and 5.10 shall apply, except that in respect to the provisions of Article 5.8 the Arbitrator's remedial authority shall be limited to the awarding **of** extra **compensation or** time **off** in lieu.

ARTICLE 15

ANNUAL LEAVE

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15.1

Annual leave shall be four (4) weeks **per** year for those Producers and Associate Producers with less than twenty (20) years of service and five (5) weeks **per** year for those Producers and Associate Producers with twenty (20) years of service or **more**. Annual leave, if unused, shall be carried forward. **For** the purpose of this Article, service **means** all service with the corporation.

## 15.2

Where possible, annual leave shall be scheduled at a time that is mutually acceptable to the Producer/Associate Producer and the Corporation. Operational requirements permitting, the Producer/Associate Producer shall not be forced to take current annual leave entitlements outside of the period May 15th to September 30th.

## 15.3

The Corporation may assign the Producer/Associate Producer to use accumulated annual leave. **When accumulated annual leave** in excess of forty-five (45) days are to be assigned, **the corporation in consultation with the Producer/Assigned Producer will discuss the assigning of such leave.** In no case shall the **Producer/Associate Producer be forced to take forty-five (45) days or more of such leave at less than ninety (90) days advance notice.**

## ARTICLE 16

### SICK LEAVE

## 16.1

Staff Producers who were on the establishment as of March 31, 1977 and who elected to remain with sick leave benefits in lieu of the new benefit package will be eligible for sick leave cumulative from year to year at the rate of 1 1/4 days per completed month of service.

## 16.2

Effective September 25, 1989, the Corporation shall provide at no cost to contract **Producers/Associate Producers a Short Term Disability (STD) Income protection Plan** in accordance with the following Schedule:

**A Producer/Associate producer with service of: ... will receive a benefit of %.**

- three (3) months but less than one (1) year — two (2) weeks full salary plus fifteen (15) weeks at 66 2/3% salary
- one (1) year but less than two (2) years — four (4) weeks full salary plus thirteen (13) weeks at 66 2/3% salary
- two (2) years but less than three (3) years — six (6) weeks full salary plus eleven (11) weeks at 66 2/3% salary
- three (3) years but less than four (4) years — eight (8) weeks full salary plus nine (9) weeks at 66 2/3% salary

- four (4) **years** but less than five (5) **years** -- ten (10) **weeks** full salary plus seven (7) **weeks** at 66 2/3% salary
- five (5) **years** but less than six (6) **years** -- twelve (12) **weeks** full salary plus five (5) **weeks** at 66 2/3% salary
- **six (6) years** but less than seven (7) **years** -- fourteen (14) **weeks** full salary plus three (3) **weeks** at 66 2/3% salary
- seven (7) **years** or more -- seventeen (17) **weeks** full salary 24  
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For purposes of calculating entitlement to the **above** provisions, calculation will be based on the number and accumulation of **weeks** in any **Producer/Associate** Producer contract.

16.2.1

**Producers/Associate** Producers who, during the first **three (3)** months of service, are **absent due** to illness or **injury**, **may be granted** up to five (5) days' Short Term Disability Income Protection Benefits at one hundred percent (100%) **basic salary**.

16.2.2

The application of Article 16.2 and 16.2.1 shall be governed by the Corporation's Policy **Short Term Disability Income Protection Plan**.

16.2.3

The granting of **STD** shall not have the effect of extending the term of a **contract**.

**ARTICLE 17**

**SPECIAL LEAVE**

A Producer or Associate Producer, whether on staff or contract, shall be released from **his** assignment without **loss** of salary for reasons of domestic or personal contingencies. Such release must be requested from **the** Corporation and approval will be governed by Corporation policy.

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ARTICLE 18

MATERNITY, PATERNITY AND CHILD CARE LEAVE

18.1

The Corporation Policy on Maternity, Paternity and Child Care Leave applies to both staff and **contract Producers/Associate** producers **subject** to the following:

- a) Service for the purpose of the policy, means all service with the corporation.
- b) A **Producer/Associate Producer** who has at least one (1) year's continuous service and who is eligible for **Unemployment Insurance Benefits** shall receive Supplemental **Unemployment Benefits (SUB)** equal to ninety-three percent (93%) of his/her weekly basic salary, **including** 12.5% in lieu of staff benefits as provided under **this Agreement**, for the first two (2) weeks of leave, and Supplemental Benefits equal to the difference between Unemployment Insurance Benefits and seventy-five percent (75%) of his/her **weekly** basic salary, including 12.5% in lieu of staff benefits as provided under this Agreement, **for** a period of up to fifteen (15) additional weeks.

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ARTICLE 19

SENIORITY - STAFF PRODUCERS

19.1

Seniority for the purposes of lay-off shall be based on length of continuous service with the Corporation, including continuous unbroken service on contract, and shall be computed from the date of hiring.

19.2

Seniority once established, is not interrupted by an authorized leave nor by a lay-off of less than one year.

19.3

A Producer on authorized leave or on lay-off for more than a year will, if he reports to work on time or is re-employed, be credited with the service accrued on the date of his departure.

ARTICLE 20

LAY-OFFS - STAFF PRODUCERS

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20.1

If a lay-off of Producers has to be made the Corporation shall determine what jobs are to be affected and the number of Producers to be laid off. Seniority will be considered together with such performance factors as talent, creative ability, administrative qualities and general production ability.

20.2

In the event of a lay-off, the Corporation shall give three (3) months' salary in lieu of notice to the Producer(s) involved.

20.3

In the event of a lay-off as described above, the designated officers of the Association will be advised as early as possible, but in any event not later than the date notice is given to the Producer(s) affected.

20.4

When work requiring the services of Producers becomes available, Producers laid off shall be placed on a rehiring list and shall be given first opportunity to rejoin the Corporation in order of seniority, at a salary not less than that received at the time of lay-off, adjusted in accordance with any scale increase granted the Producers during the lay-off period.

ARTICLE 21

TRAVELLING AND OTHER EXPENSES

21.1

Travelling and other related production expenses incurred in accordance with the Regulations of the Corporation shall be reimbursed as prescribed therein. In order that a Producer may meet his obligation to control expenses and account for them, clerical assistance will be provided as required.

21.2

Employees on assignments in excess of ten (10) days will be reimbursed for laundry expenses supported by receipts in addition to the normal per diem rate.

### 21.3

The Corporation will pay 100% of Medical Insurance premiums for Producers or Associate Producers on assignment outside of Canada.

## ARTICLE 22

### PROFESSIONAL TRAINING AND DEVELOPMENT

#### 22.1

Upon engagement of a person new to the profession, the Corporation shall oblige him to undergo a probationary period as a Trainee Producer of up to 12 months, part of which time shall be spent on introductory courses relating to the profession. This period can be extended due to special circumstances up to a further 6 months. During the probationary period the Trainee Producer may, at the Corporation's discretion, be released from employment with one (1) month's notice, after consultation with the experienced Producer and others to whom the Trainee is assigned, and such release will not be subject to the grievance procedure.

#### 22.2

If a contract Producer becomes a member of staff, and if his previous status of employment exceeded twelve (12) consecutive months, he will not be obliged to undergo a new probationary period.

#### 22.3

As part of its Development Program, the Corporation shall release staff and contract Producers from their assignments to enable them to participate in courses of study or research without loss of salary.

#### 22.3.1

The Corporation undertakes to provide opportunities for Producers who wish to expand their knowledge of television production techniques to observe the work of experienced Directors working on CBC productions. Such assignments shall be made whenever possible and may, where necessary, involve secondment for the duration of the Director's assignment.

#### 22.4

The Corporation shall provide a program of professional development for Producers and shall consult the Association on its operation. Such a program shall include functional training activities, opportunities for advanced specialized training and for professional renewal and enrichment through study, research projects or special program assignments. This program will be available to new and established Producers.

## 22.5

After five (5) years of substantially continuous service, a staff or contract Producer shall be eligible for secondment, at his request and at the Corporation's discretion, to another job within the Corporation for up to two (2) years, with the express objective of professional development. Following the completion of the secondment, the Producer will return to production assignments comparable to those he was engaged in before his secondment.

### 22.5.1

After seven years of substantially continuous service, a staff or contract Producer shall be eligible for a Special Development Program of up to one year's duration, at his request and at the Corporation's discretion. Following completion of this Program, the Producer will return to production assignments comparable to those he was engaged in before his Program.

## 22.6

Experienced Producers assigned to the training of persons new to the profession will be paid a supplement of 10% of their basic salary during the assignment.

## 22.7

All provisions of this Agreement apply to Trainee Producers.

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## ARTICLE 23

### CONTRACT PRODUCERS

#### General

### 23.1

Producers may be engaged on contract in the following categories:

- a) Individual Contract
- b) Continuing Contract
- c) Freelance Contract - Specific Services
- d) Freelance Contract - Fixed Term

In addition, the Corporation may engage Associate Producers on contract as defined in Article 23.9.

### 23.1.1

If a Producer's contract defines the range of services he is to perform, or the programs on which he is to perform them, or the department for which he is to perform them, the Corporation shall not require him to perform other services or services for other programs or services for other departments (whether within the Corporation or without) without negotiation for possible additional remuneration.

### 23.1.2

Producers on Individual, Continuing or Freelance Contract **Fixed-Term** contracts will have their position within the salary structure clearly stated in their contract.

### 23.1.3

If the Corporation cancels program production on economic grounds and, as a result, terminates Producer contracts, it will consider seniority as well as such performance factors as talent, creative ability, administrative qualities and general production ability in determining which Producers will be released.

### 23.1.4

The Corporation will use every reasonable effort to assist those Producers released as described in 23.1.3 to seek re-employment with the Corporation. In the event that no such employment opportunities exist, those Producers will be placed on a rehiring list and considered when work opportunity occurs giving due consideration to the factors described in 23.1.3.

### 23.1.5

Nothing in this article shall prevent a Producer or an Associate Producer from negotiating a contract with terms and conditions more favourable than provided for in this Agreement.

## Individual Contract

### 23.2

A Producer *may* be employed by the Corporation by Individual Contract for a period of not less than one (1) year.

### 23.3

The terms and conditions in the contract of a Producer employed under an Individual Contract shall be consistent with the provisions of this Agreement except as provided in 23.4. The annual salary *may* not be less than the equivalent scale applicable to Staff Producers for similar assignments. Effective September 25, 1989, a Contract Producer shall automatically receive an additional 12.5% of his total negotiated base salary as a Producer in lieu of staff benefits up to a maximum of **\$7,632.00** and effective **May 7, 1990** this **maximum shall increase to \$8,000.00**. **The percentage and maximum shall be reduced in the event that the Corporation and the Association agree to introduce benefit plans which apply to contract producers.**

If the status of a Contract Producer is changed to staff status, his total remuneration may not be reduced by more than the percentage he receives in lieu of staff benefits.

### 23.3.1

An Individual Contract Producer on a twelve (12) month or longer contract will be notified in writing of the Corporation's intention to renew or not to renew the contract:

- sixty (60) days before the expiry of the annual contract:
- ninety (90) days before the expiry of the second, and subsequent, consecutive annual contract.

It is incumbent upon the Producer to give the Corporation similar notice if he does not intend to have his contract renewed.

In the case of renewal of an Individual Contract by the Corporation, such renewal shall be for not less than twelve (12) months.

#### 23.3.1.1

An Individual contract Producer on a twelve (12) month or longer contract not notified in the above manner will have his contract automatically renewed for a period of twelve (12) months, and his remuneration will increase by an amount not less than the increase negotiated with the Association for the ensuing year for Producers in establishing positions.

#### 23.3.2

An Individual Contract Producer who has completed three (3) years of continuous service or more whose contract is not renewed will receive, in addition to the notice required by 21.3.1, additional notice as follows, during which the services of the Producer will not be required unless by mutual agreement between the Corporation and the Producer concerned:

- 3 months with up to 4 years of service
- 4 months with up to 8 years of service
- 5 months with up to 10 years of service
- 6 months with more than 10 years of service

### 23.4

The following Articles will not apply for Individual Contract Producers:

- 8 - Dismissal Procedure
- 19 - Seniority
- 20 - Lay-offs
- 28 - Benefit Plans
- 33 - Severance Pay

#### 23.4.1

The Corporation shall not terminate the contract of an Individual Contract Producer before its term is completed without having first given that Producer, if he so requests, written reasons for such termination.

#### Continuing Contract

#### 23.5

On the completion of three years of continuous service on an individual contract, a Producer will be deemed to be on continuing contract, unless he elects otherwise. A continuing contract is one which is automatically renewed year to year at a remuneration which is negotiable but which shall increase by an amount not less than the increase negotiated with the Association for Producers in established positions.

#### 23.5.1

The terms and conditions of a Continuing Contract shall be consistent with the provisions of this Agreement except as provided in 23.6. The annual salary may not be less than the equivalent scale applicable to Staff Producers for similar assignments. **Effective September 25, 1989, a Continuing Contract Producer shall automatically receive an additional 12.5% of his total negotiated base salary as a Producer in lieu of staff benefits up to a maximum of \$7,632.00 and effective May 7, 1990 this maximum shall increase to \$8,000.00. The percentage and maximum shall be reduced in the event that the Corporation and the Association agree to introduce benefit plans which apply to contract Producers.**

#### 23.5.2

If the Corporation wishes to terminate a Continuing Contract, it will give not less than 90 days' written notice, which shall include a statement of reasons, and additional notice as follows during which the services of the Producer will not be required unless by mutual agreement between the Corporation and the Producer concerned:

- 3 months with up to 4 years of service
- 4 months with up to 8 years of service
- 5 months with up to 10 years of service
- 6 months with more than 10 years of service on the understanding that the calculation includes the 3 years of continuous service on individual contract which preceded the continuing contract.

#### 23.5.3

If the Corporation wishes to terminate a Continuing Contract of a Producer with five (5) years continuous service, the Corporation will advise him of its intention and he may then elect that the matter be discussed by the Joint Committee.

### 23.6

The following articles will not apply for continuing contract Producers:

- 19 - Seniority
- 20 - Lay-offs
- 28 - Benefit Plans
- 33 - Severance Pay

### Freelance contract - Specific Services

#### 23.7

A Producer may be engaged on a Freelance Contract - Specific Services to produce and/or direct specific, individually identifiable program(s); or specific program segment(s) or item(s) within individual program(s).

##### 23.7.1

A Specific Services contract shall define ~~whether the~~ contractee is being engaged to produce, to direct, or to produce and direct. In addition, the program segment(s) or the program item(s) to be produced and/or directed. The contract must also show the fee and the manner of payment.

##### 23.7.2

If, after undertaking the assignment, there is a substantive change in any of the factors described above, the Producer and the Corporation will review the terms and conditions of the Freelance Contracts.

##### 23.7.3

Freelance Contracts - Specific Services will not be used to reduce the number of Staff or Continuing Contract Producers.

##### 23.7.4

Freelance Contracts - Specific Services shall be negotiated on the basis of remuneration not less than that which would have been received by a Staff Producer on the same assignment.

##### 23.7.5

The following articles will not apply for Producers engaged on Freelance Contract - Specific Services:

- 7 - Adverse Reports
- 8 - Dismissal Procedure
- 9 - Assignment
- 10,8 - ~~The~~ Authority and Responsibility
- 14 - Work & Days of Rest
- 15 - Annual Leave
- 16 - Sick Leave

- 17 - Special Leave
- 18 - Maternity, Paternity and Child Care Leave
- 19 - Seniority
- 20 - Lay-offs
- 22 - Professional Training and Development
- 24 - Salaries (except as provided for in 23.7.4)
- 25 - Extra Compensation
- 28 - Benefit **Plans**
- 29 - Outside Activities
- 30 - Holidays
- 33 - Severance Pay

### Freelance Contract - Fixed Term

#### 23.8

A Producer may be employed on a Fixed Term Freelance Contract on a program or program series for a fixed term of less than one (1) year where the work on the program or program series for which the Producer is engaged is of less than one (1) year's duration. The fixed term will include annual leave, pro-rated on the basis of a four (4) week annual entitlement. **The leave entitlement will be clearly stated in the contract.**

#### 23.8.1

A Producer shall not be engaged on a continuous series of consecutive Fixed Term Freelance Contracts for the *same* work on the *same* program or program series where the period of employment is of one year's duration.

#### 23.8.2

Freelance Contracts will not be used to reduce the number of Staff or Continuing Contract producers it being understood that Freelance Contracts - Fixed Term may be used where the work on the program or program series for which the Producer is engaged is of less than one (1) year's duration.

#### 23.8.3

Freelance Fixed Term Contracts shall be pro-rated at not less than the applicable minimum salary referred to in Clause 24.1 (Scales).

#### 23.8.4

Effective September 25, 1989, a Freelance Contract - Fixed Term Producer shall automatically receive an additional 12.5% of his total negotiated base salary as a Producer in lieu of staff benefits up to a maximum of \$7,632.00 and effective May 7, 1990 this maximum shall increase to \$8,000.00. **The percentage and maximum shall be reduced in the event that the Corporation and the Association agree to introduce benefit plans which apply to contract Producers.**

### 23.8.5

The following Articles will not apply for Producers engaged on a Freelance Contract - Fixed Term:

- 7 - Adverse Reports
- 8 - Dismissal Procedure
- 9 - Assignment
- 10.8 - The Authority and Responsibility
- 15 - Annual Leave (except as provided for in 23.8)
- 17 - Special Leave
- 19 - Seniority
- 20 - Lay-offs
- 22 - Professional Training and Development
- 24 - Salaries (except as provided for in 23.8.3)
- 25 - Extra Compensation
- 26 - Professional Dues
- 28 - Benefit Plans
- 29 - Outside Activities
- 33 - Severance Pay

### 23.8.6

Freelance Contracts - Fixed Term may be terminated prior to the expiry date on two (2) weeks notice for contracts between three and six (6) months duration, or one (1) month's notice for contracts of more than **six** (6) months duration, or in either case pay in lieu of notice at the Corporation's discretion. The Producer must provide the same notice of termination.

### Associate Producer

#### 23.9

Associate Producers may be engaged on a contract for a period of not less than one (1) week and not longer than one (1) year to perform some of the functions of the Producer delegated to them by the Producer. The terms and conditions of an Associate Producer's contract shall be consistent with the provisions of this Agreement except as provided in 23.10.

#### 23.9.1

**Effective September 25, 1989**, Associate Producers shall receive an additional 12.5% of the negotiated base salary in lieu of staff benefits up to a maximum of **\$7,632.00** and **effective May 7, 1990** this **maximum shall increase to \$8,000.00**. The percentage and **maximum shall be reduced in the event that the Corporation and the Association agree to introduce benefit plans which apply to contract Producers.**

### 23.9.2

Associate Producer contracts of between three (3) and six (6) months duration, may be terminated prior to the expiry date on two (2) weeks' notice. Associate Producer contracts of between six (6) months and one (1) year's duration, **my** be terminated prior to the expiry date on one (1) month's notice, and in either case, pay in lieu of notice at the Corporation's discretion. The Associate Producer *must* provide the same notice of termination.

### 23.9.3

**An Associate Producer on a twelve (12) month contract will be notified in writing of the corporation's intention to renew or not renew the contract:**

- thirty (30) days before the expiry of the annual contract;
- sixty (60) days before the expiry of the second, third, fourth, and fifth consecutive annual contract;
- ninety (90) days before the expiry of the sixth, and subsequent consecutive annual contract.

It is incumbent upon the Associate Producer to give the Corporation similar notice if he does not intend to renew his contract.

#### 23.9.3.1

If, for non-renewal only, the corporation fails to provide such 30, 60 or 90 day advance notice, for each such day less than the required notice period the Associate Producer will be paid an added day's pay beyond the end of the normal contract term. Such payment will not have the effect of extending the contract term.

### 23.9.4

The following articles will not apply for Associate Producers:

- 8 - Dismissal Procedure
- 19 - Seniority
- 20 - Lay-offs
- 22 - Professional Training and Development
- 25 - Extra Compensation
- 28 - Benefit Plans
- 33 - Severance Pay

23.9.5

An Associate Producer who has completed three (3) years of continuous service or more and whose contract is not renewed, shall receive, in addition to whatever notice his contract provides for, additional notice as follows, during which the services of the Associate Producer will not be required unless by mutual agreement between the Corporation and the Associate Producer concerned:

- three (3) months with up to four (4) years of service
- four (4) months with up to eight (8) years of service
- five (5) months with up to ten (10) years of service
- six (6) months with more than ten (10) years of service

23.9.6

The Corporation shall not terminate the contract of an Associate Producer before its term is completed without having first given that Associate Producer, if he so requests, written reasons for such termination.

ARTICLE 24

SALARIES

24.1

Minimum salaries for Staff and Contract producers re established based on the following steps. Progression will be based on cumulative years of service as a Producer.

Effective July 4, 1988, for Staff and Contract Producers, the minimum will be:

<u>Base</u>	<u>July 4, 1988</u>	<u>\$ May 8, 1989</u>	<u>500715</u> <u>May 8, 1989</u>	<u>May 7, 1990</u>
- Step 1	\$29,859	\$31,322	\$31,463	\$33,005
Step 2	\$40,417	\$42,397	\$42,588	\$44,675
Step 3	\$44,908	\$47,108	\$47,320	\$49,639
Step 4	\$49,118	\$51,525	\$51,757	\$54,293
Step 5	\$51,176	\$53,684	\$53,926	\$56,658

May 6, 1991

Step 1

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## Step 1 - Trainee

### 24.1.1

A Step 1 Producer is a "Trainee" Producer. The "trainee" is an apprenticeship stage for new Producers new to the profession who are on probation. There will be a heavy concentration of training in this category during the "trainee's" probationary period, in keeping with the overall principle of Producer training. The "trainee" will be assigned to an experienced Producer and will only produce or direct as such in a learning situation.

## Step 2 - Producer

### 24.1.2

This step shall be applicable to a Trainee, confirmed as qualified to practice the profession, in accordance with Article 22. A Trainee, once confirmed, shall move to this step.

## Step 3

### 24.1.3

At the end of two (2) years of service as a Producer with the Corporation, a Step 2 Producer shall move to Step 3.

## step 4

### 24.1.4

At the end of five (5) years of service as a Producer with the Corporation, a Step 3 Producer shall move to Step 4.

### 24.1.5

Step 3 and Step 4 may be awarded at the discretion of the Corporation at any time.

## Step 5

### 24.1.6

Producers may be promoted to Step 5 at the discretion of the Corporation based on criteria established by the Corporation. After eight (8) years of service a Producer will be considered for promotion to this step. Discussion of such promotion will take place between the Producer and the Area Head or delegate. The discretionary step once achieved shall be permanent.

#### 24.1.7

Contract **Producers/Associate** Producers in the employ of the Corporation on **September 25, 1989** and whose contracts are renewed between **July 4, 1988** and **September 25, 1989** of the new Agreement are entitled to an increase of **3.5%** on base salary for the period from the renewal of said contract to **September 25, 1989** of the new Agreement. This increase shall apply provided that it has not already been negotiated at the time of renewal of the contract. Contract **Producers/Associate** producers must receive a salary minimum of the applicable step.

#### 24.1.8

Contract **Producers/Associate** producers in the employ of the Corporation on **September 25, 1989** and whose contracts are renewed between **May 8, 1989** and **September 25, 1989** of the new Agreement are entitled to **increases** of **4.9%** and **.45%** on base salary effective from the date of renewal. These **increases** shall apply provided that they have not already been negotiated at the time of the renewal of the contract. The contract **Producer/Associate** Producer must receive a salary which is not less than the revised salary minimum of the applicable step.

#### 24.1.9

In cases where contracts expressly include these increases in full or in part, the appropriate adjustments will be made.

#### Associate producers

#### 24.2

The contract term for an Associate Producer shall be for not less than one (1) week.

#### 24.2.1

Effective **July 4, 1988**, for contract Associate **Producers**, the minimum will be **\$683.00** per week.

Effective **May 8, 1989**, for contract Associate Producers, the minimum will be **\$720.00** per week.

**Minimum** salaries for Associate **Producers** are established, based on the following steps. Progression will be based on cumulative years of service as an Associate Producer with the Corporation.

Effective **September 25, 1989**, for contract Associate producers, the minimum will be:

Step 1	\$720.00 per week
step 2	\$756.00 per week
Step 3	\$794.00 per week

**Effective May 7, 1990, for contract Associate Producers, the minimum will be:**

step 1	\$755.00 <b>per week</b>
step 2	\$793.00 <b>per week</b>
Step 3	\$833.00 <b>per week</b>

step 1

#### **24.2.2**

This step will be applicable to a *new* Associate **producer**.

step 2

#### **24.2.3**

At the end of two **(2)** years of Service, a Step 1 Associate **producer** shall **move** to step 2.

#### Step 3

#### **24.2.4**

At the **end** of **four (4)** years of service, a Step 2 Associate Producer shall **move** to step 3.

#### **24.2.5**

Step 2 and Step 3 may be awarded at the discretion of the Corporation at *any* time.

#### Slotting of Associate Producers

#### **24.2.6**

Associate Producers in the Bargaining Unit on September 25, 1989 will be slotted to the appropriate step **based** on cumulative years of service as an **Associate producer** with the Corporation. Effective date of slotting will be September 25, 1989.

#### **24.3**

When a Producer is appointed an Executive Producer, he will receive at least an additional ten percent (10%) of his basic salary during the period of the appointment.

Producers who, as of June 2, 1986 had received such Executive Producer remuneration for five **(5)** years, will continue to receive it while he they are a Producer.

24.4

When a Producer is appointed a Senior Producer, he shall receive at least an additional 5% of his basic salary during the period of the appointment. The remuneration of Producers appointed Senior Producers prior to the ratification of this Agreement will be reviewed to ensure it includes the equivalent 5% specified above.

24.5

As compensation for extra responsibilities, Producers appointed Producer Counsellors shall receive at least an additional ten percent (10%) of their basic salary for the period of their appointments.

24.6

**Effective September 25, 1989, a contract Producer or Associate Producer shall automatically receive an additional 12.5% of his total negotiated base salary in lieu of staff benefits to a maximum of \$7,632 and effective May 7, 1990 this maximum shall increase to \$8,000. The percentage and maximum shall be reduced in the event that the Corporation and the Association agree to introduce benefit plans which apply to contract Producers and Associate Producers.**

If the status of a Contract Producer is changed to staff status, his total remuneration may not be reduced by more than the percentage he receives in lieu of staff benefits.

## ARTICLE 25

### EXTRA COMPENSATION

25.1

Each year, between April 1 and June 30, every Staff Producer has the right to a salary interview with the Area Head or Program Director, to discuss the nature and range of his services and remuneration.

25.1.1

Producers in Step 3 and 4 may negotiate with the Area Head or Program Director, Supplementary Contracts of up to 50 per cent of basic salary, in addition to basic salary.

25.1.2

Supplementary Contracts are contracts that recognize some or all of the following:

- a) special production skill
- b) special expertise

- c) unusual demands placed on a Producer's energy or personal life by his assignment
- d) special initiative or achievement by a Producer whose production enhances the image or augments the resources of the Corporation through supplementary audience opportunities or otherwise.

Such contracts may be re-negotiated at the request of either the individual Producer or Area Head or Program Director.

The Corporation will draft a standard form of wording for Supplementary Contracts for discussion and agreement with the Association.

#### 25.1.3

Either the Area Head or Program Director, or an Individual Producer, may initiate discussion leading to negotiation, re-negotiation, or renewal of Supplementary Contracts. This may occur either during the annual salary interview or at any other time. The Area Head or Program Director, shall not arbitrarily refuse to discuss Supplementary Contracts with a Producer.

#### 25.1.4

Negotiation, re-negotiation, or renewal of Supplementary Contracts will be concluded not later than thirty (30) days after the beginning of such negotiations, unless the period is extended by mutual agreement in writing between the Producer and the appropriate Corporation officer, In the event that a Producer is not satisfied with the outcome of such negotiations, he may refer the matter to the National Level for review.

#### 25.2

Nothing in this Article 25 shall limit the right of the Corporation and the Producer to agree on Supplementary Contracts with terms and conditions more favourable than those provided for or required by this Agreement.

#### 25.3

Staff Producers are considered for merit increases once a year during the annual salary interview. Merit increases are awarded at the Corporation's discretion and become part of the Producer's basic salary. The Corporation shall provide the Association, in writing, with the criteria which govern the granting of merit, and the other aspects of remuneration to be discussed during the annual salary interview.

#### 25.3.1

A Producer will be advised of the decision with respect to merit by September 30 and merit will be effective retroactive to July 1 of that year.

### 25.3.2

A Producer who does not receive a merit increase will be given reasons in writing at his request. Such a Producer may refer the matter to the National Level for review to ensure that the decision was in keeping with the Corporation's criteria.

## ARTICLE 26

### PROFESSIONAL DUES

#### 26.1

The Corporation agrees to deduct from the salary of each Producer and Associate Producer a monthly amount in professional dues to be set by the Association. In the case of a newly hired Producer or Associate Producer, deductions will be made as of the first of the month which follows his hiring. **The Corporation also agrees to deduct professional dues from persons temporarily upgraded into the Bargaining Unit to produce or direct.**

#### 26.2

The Corporation shall remit the amount so deducted every month to the Association by cheque payable in Canada and addressed to the person designated by the Association no later than the 15th day of the month following deduction of such amounts.

#### 26.3

The Corporation will, at the same time, forward to the Association monthly, a statement showing the names of all those in respect of whom deductions have been made under **Article 26.1** above, and the respective amounts deducted.

## ARTICLE 27

### EXTRA WORK

#### 27.1

A Producer called upon by the Corporation to perform work not included in his professional duties will be compensated for at the regular rate for such extra work. Appearance on television or radio in the role of CBC Producer is not extra work within the meaning of this Article. However, such appearances will not be compulsory.

27.2

Members of the Association shall not be required to handle, perform or assist in any work under the jurisdiction of another Association or Union within the Corporation which is engaged in a legal strike or work stoppage.

ARTICLE 28

BENEFIT PLANS

28.1

Effective the first day of the month following the signing of this Agreement the Corporation will pay:

- 7 A a) 100% of the provincial/medical hospital premiums paid through payroll deductions.
- 16/100 b) Additionally the Corporation will pay 100% of the premiums paid through payroll deductions for the prevailing extended medical and supplementary hospital available to employees.
- c) If the CBC introduces a Dental Plan, members of this Association will enjoy the right to participate in accordance with the overall terms and conditions of the plan.

28.2

The Corporation's new benefit package, including Basic Life, optional Life, Reducing Term, Dependents' Life, Voluntary Accident Plan, Pension Plans, and Medicare will apply to all Producers who are on the continuing establishment as of April 1, 1977 and who elected the new benefits package. Producers hired on the continuing establishment after April 1, 1977 are covered as a condition of employment.

28.3

C For Staff Producers who are on the continuing establishment as of March 31, 1977 and who elected to remain within the Group Life Insurance Plan in lieu of the new benefit package, their premium rate for the CBC Group Life Insurance Plan is 26¢ bi-weekly for \$1,000.00 life coverage, and the Corporation at present contributes \$2.99 monthly for employees with single status and \$5.98 for employees with married status. Should the premium increase, the Corporation will maintain the same ratio of contributions to premium rate.

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ARTICLE 29

OUTSIDE ACTIVITIES

29.1

**Producers** may **undertake** activities outside the corporation provided:

- a) that such activities are not in direct competition with the services of the Corporation;
- b) that without permission, no Producer may exploit his **connection** with the Corporation in the **course** of **such** activities;
- c) that **such** activities do not restrict their availability to, or **impair** their efficiency with, the corporation.

ARTICLE 30

HOLIDAYS

30.1

For the purposes of this Agreement, "Holiday" shall mean one of the following:

- a) **New Year's Day**
- b) Good Friday
- c) Easter Monday
- d) Queen's Birthday
- e) **Canada Day**
- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day

plus any day duly proclaimed by federal, provincial or municipal authority as a public holiday in the area in which the place of employment is located; provided that in the event of any day duly proclaimed by federal, provincial or municipal authority as a public holiday by reason of Christmas Day, New Year's Day, **Canada Day** or Remembrance Day falling on a Sunday, for the purposes of this Agreement, such Sunday or the day following shall be **deemed** to be holiday but not both; and provided further that in the areas where December 27 is proclaimed as a public holiday as detailed above, in addition to December 26, the entitlement to holidays for the purposes of this Agreement shall - at *the* discretion of the Corporation be December 25 and 26, or December 26 and 27, but not December 25 and 27.

### 30.2

The Corporation shall declare the following additional holidays if no holidays are declared by either a municipal, provincial, or federal authority;

when New Year's Day occurs on a Tuesday, December 31st will be declared the additional holiday.

when New Year's Day occurs on a Thursday, January 2nd will be declared the additional holiday.

In addition, any other holiday so declared by the Corporation and granted to other staff as a whole either locally or nationally shall also be given to Producers covered by this Agreement in the areas affected.

### 30.3

A Producer/Associate Producer will be entitled to supplementary pay equivalent to .577 of 1% of his annual salary for each day he works which is on a Holiday or the designated Holiday associated with that Holiday, but not both, provided such work coincides with:

- a) the live presentation of a Program;
- b) the recording in whole or in part of a program, on the condition that he has received prior authorization;
- c) duly scheduled rehearsals, on the condition that he has received prior authorization;
- d) necessary VTR or film editing on the condition that he has received prior authorization;
- e) in exceptional circumstances where prior authorization was not possible, authorization ~~may~~ be provided after the event.

When a Producer/Associate Producer is required to travel on a statutory holiday in the circumstances enunciated above, he shall be entitled to the supplementary pay, on the condition that he has received prior authorization.

#### 30.3.1

- a) The Producer/Associate Producer will choose either a day and **one-half of time off**, or **supplementary pay** as provided **for above**.
- b) **Assigned Producers/Associate Producers** will choose either a day and **one-half of time off**, or **supplementary pay** as **provided for above**. **The taking of time off in lieu is subject to mutual agreement. In the event these time off in lieu days are not used by the end of the fiscal year in which they were earned, they shall be paid for at the rate they were originally earned.**

- c) **Self-assigning Producers/Associate Producers shall take time off in lieu subject to Article 14.3. Self-assigning Producers/Associate Producers shall have no claim for unused time off in lieu days and therefore cannot carry them forward.**

### 30.4

Payment to a Producer for work on a holiday pursuant to Article 30.1 shall be made within one month of the day upon which the Corporation is notified by the Producer that he has worked on a holiday.

### 30.5

A Producer/Associate Producer will receive a day off in lieu when:

- 1) A Holiday as referred to in Article 30.1 or 30.2 coincides with an assigned rest day which is taken as a rest day provided the Producer/Associate Producer has not worked on said holiday;
- 2) The Corporation declares an alternate day off for staff as a whole and the Producer/Associate Producer received prior authorization to work on that day.
- 3) **Subject to operational requirements, the day off in lieu described above shall be the working day adjacent to the weekend in which the holiday falls.**

## ARTICLE 31

### JURY DUTY

### 31.1

A Producer required to serve as witness or juror will receive regular salary for the period during which he is on such service upon satisfactory evidence of such service.

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## ARTICLE 32

### LEAVE WITHOUT PAY

### 32.1

Staff and contract Producers shall be granted leave without pay for good and sufficient cause in accordance with Corporation regulations. Requests for leave without pay shall be made in writing.

**Leave without pay will be granted under the conditions set forth in Appendix "D", which is appended for information purposes only.**

ARTICLE 33

SEVERANCE PAY

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33.1

If termination of employment occurs due to resignation, retirement or death, the following amounts will be paid:

Three calendar months' salary for completion of ten (10) years of continuous service and for each subsequent year of continuous service, an additional one-fifth (1/5) of one month's salary to a maximum of six months.

33.2

Employees in the bargaining unit with more than three (3) but less than ten (10) years of service who are separated due to serious and protracted illness, or employees who retire and do not qualify for the Corporation pension plan, shall receive severance pay at the rate of one (1) week's salary for each completed nine (9) months of service, but not to exceed a maximum of thirteen (13) weeks' salary.

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33.3

On retiring from staff at or before normal retirement age, or on separation due to illness, an employee may elect to receive a Retiring Allowance equivalent to the severance pay provided for in Item 1 above. Such allowance will be paid in the same manner as regular salary and will be subject to deductions for the Corporation's staff benefit plan, where applicable. The period during which a retiring allowance is paid is called Retiring Leave and will count as service for the purpose of the CBC pension plan. Retiring Leave cannot extend beyond the normal retirement date, as defined in the CBC pension plan. Any balance remaining at that time will be paid in a lump sum.

ARTICLE 34

JOB POSTING

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34.1

The Corporation shall post, in appropriate places, notice of vacant or newly created Staff Producer positions, with pertinent details, and a copy of the notice will be supplied to the Secretary-Treasurer of the Association. In addition, the Corporation undertakes to post management scale positions up to and including M.S.V. Any Producer may apply for such positions, and the Corporation will take into account his interest, aptitudes, abilities and professional reputation in assessing his application.

ARTICLE 35

NO DISCRIMINATION

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35.1

The Corporation and the Association agree that there shall be no discrimination exercised or practised with respect to any employee concerning the application of the Collective Agreement by reason or race, nationality, colour, sex, age (subject to the Corporation's policy on retirement), religious affiliation, political activity or affiliation, provided that such political affiliation or activity is not contrary to the by-laws and policies of the Corporation, sexual orientation, marital or parental status, physical handicap, provided such handicap does not prevent the carrying out of key bona fide occupational requirements, nor by reasons of his membership or non-membership or lawful activity or lack of activity in the Association, or the exercise of any of the rights under the Agreement.

Harassment

35.2

It is the policy of the Corporation to ensure that the working environment is conducive to the performance of work and is free from discrimination and all forms of harassment.

35.2.1

The Corporation's **Harassment** policy shall not restrict or void an individual's right to use **the grievance procedure** as **outlined** in Article 5 of this **Agreement** or to refer a case to the Canadian **Human Rights Commission** for resolution.

ARTICLE 36

ASSOCIATION ACTIVITIES

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There shall be no dismissal of, or other discriminatory action against a Producer because of membership or activity in the Association. There shall be no interference or attempt to interfere with the internal affairs of the Association.

ARTICLE 37

UNION INFORMATION

37.1

The Corporation agrees to provide the Association the following list on a monthly basis:

- a) a list of *new* Producers, Associate **Producers** and Directors;
- b) retirements, resignations, deaths.

37.2

For contract Producers and Associate producers, the Corporation will forward to the Association office a **copy** of **each contract** issued within thirty **(30) days of signature**. It is understood that contracts will be strictly confidential between the Corporation, the **Producer/Associate Producer** and the officers of the Association.

37.3

The Corporation agrees to provide, no more than once every six (6) months, at the Association's request, the following information:

employees on maternity leave, short term disability, long-term disability or leave of **absence**.

Such information will be **provided** within one (1) month of the request being made.

37.4

The Corporation **agrees** to provide **the** Association with a seniority list of all **Producers** and **Associate** producers on staff **once** a year. **Such** list shall be provided before January 31st of each year and **shall show name, budget unit, CBC seniority and Association seniority**.

The **Corporation** also agrees to provide the Association **each year** with a **list** of all **Producers** and **Associate Producers**, **showing name, salary** and any and all **extra compensation** received. It is understood that this information will be strictly confidential between the Corporation, the **Producer/Associate Producer** and the **Officers** of the Association.

37.5

The **Corporation** agrees to provide **each new** employee with a **copy** of the current Collective **Agreement** between the Corporation and the Association.

Affixed to the cover of the Collective **Agreement** will be the location and **telephone number** of the Association office.

ARTICLE 38

COPIES OF COLLECTIVE AGREEMENTS

38.1

The corporation agrees to provide the Association within ninety (90) days of ratification, sufficient copies of the Collective Agreement in English and French. In order to meet this requirement the parties agree that the Collective Agreement shall be signed within thirty (30) days of ratification.

It is agreed between the parties that should it not be possible to print these Agreements in-house within the ninety (90) days, the parties will share the cost of printing the Agreement outside.

ARTICLE 39

NEGOTIATIONS

39.1

The Corporation agrees to release without loss of pay for the purposes of attending negotiation meetings between the parties to this Agreement, a total of seven (7) Producers or Associate Producers as selected by the Association. It is agreed that such release(s) will have due regard to programming obligations.

39.1.1

The Association is free to supplement its representation for such meetings. Such additional representatives will be released subject to operational requirements.

39.1.2

The Association will advise the Corporate Industrial & Talent Relations Department in writing four (4) weeks in advance of the beginning of negotiations of the persons to be so released. Any subsequent changes will be communicated in writing two (2) weeks in advance of the required date.

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ARTICLE 40

TERM AND RENEWAL

40.1  
The Agreement will take effect on September 25, 1989 and terminate May 5, 1991. It will then be renewed automatically from year to year unless one of the parties advises the other in writing of its intention to terminate or amend the Agreement within the ninety (90) days preceding its expiration.

ARTICLE 41

CONCLUSION

41.1  
The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement it binds the parties during the Agreement term to do everything they are required to do by the Agreement and refrain from doing anything they are not permitted to do by the Agreement. If the provisions of the Agreement are now or hereafter inconsistent with any Statute of Canada or Order-in-council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

This Agreement signed by the representatives of the parties at Toronto, this 10th day of October, 1989.

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William T. Armstrong  
Acting President

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René Bergevin  
Acting Vice-President,  
Human Resources

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Stephen Cotsman  
Vice-President, Finance

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Jean Richer  
Director, Corporate Industrial  
& Talent Relations Service

THE NEGOTIATING COMMITTEE  
CANADIAN BROADCASTING CORPORATION

---

Philip A. Rigelhof  
Chairman, Negotiating Committee

---

Colin MacLeod  
Manager, Production Operations  
& Administration  
The Journal - Midday

---

Barry Smith  
Manager, Regional Operations -  
Ontario Region

---

Mary DePoe  
Corporate Talent Relations Officer

ASSOCIATION OF TELEVISION  
PRODUCERS AND DIRECTORS (TORONTO)

---

Arnold Amber  
Chairman, Negotiating Committee

---

Ray Hazzan  
Member of Negotiating Committee

---

Willa Marcus  
Member of Negotiating Committee

---

Kathy Viner  
Executive Director, ATPD

APPENDIX "A"

LETTER OF AGREEMENT

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

1. Establishment

There is established a Consultative Committee on Staff Benefits, membership in which shall be open to employee groups represented by recognized bargaining agents, and to the Confidential and Management groups in such a manner as they shall themselves decide. However, no employee may be represented by more than one Union, Association or group. The Corporation shall be represented by the Director, pension and Benefit Plans Administration who shall be the Chairman of the Committee. The Committee or any of its members may invite observers and/or technical advisors who shall have voice but no vote. The Committee shall establish its own rules of procedure.

2. Functions

The function of the Committee shall be discuss and make recommendations with respect to the establishment, administration and modification of all present and future staff benefits plans affecting Corporation employees. By way of illustration but not limitation to, the Committee may concern itself with:

- Pension Plans
- Insurance - life, accident, etc
- Health Insurance
- Leave
- Gratuities

The Consultative Committee on Staff Benefits shall be provided with any or all information, material and/or correspondence relating to matters within the purview of this Committee. Such information, material and/or correspondence will be forwarded to the Chairperson of the Committee who will arrange for its reproduction and distribution to all other members of this Committee.

3. Powers

Decisions of the Committee shall be by a simple majority of the votes cast. The corporation shall, subject to the provisions of Section 44 of the **Broadcasting Act**, implement all duly-adopted recommendations of the Committee involving adoption, alteration or termination of staff benefits plans, which do not involve the expenditure of additional funds.

- should any *such* recommendation result in additional funds being required, the Committee shall recommend to the Corporation and also to the various bargaining unions and employee groups what it considers to be a just and equitable cost-sharing agreement.
- it is understood that the Committee is not empowered to amend or change any of the provisions of any of the collective agreements except by mutual consent of all of the parties to that agreement.

#### 4. Meetings

The Consultative Committee on Staff Benefits shall meet quarterly or as otherwise decided by a majority of the Committee. The agenda and related documents will be distributed two week before the meeting date. The Chairperson of the Committee will cause minutes of the meeting to be kept and such minutes will be distributed to the Committee members within one (1) month following any meeting.

Nothing herein shall prevent any or all of the Unions represented on the Committee from negotiating in their collective agreements any change in the Corporation's financial contribution to CBC staff benefit plans insofar as any group or groups of employees are affected. It is further understood that the Committee is not empowered to amend or change any of the provisions of any of the collective agreements except by mutual consent of the parties to that Agreement.

CANADIAN BROADCASTING  
CORPORATION

ASSOCIATION OF TELEVISION  
PRODUCERS AND DIRECTORS  
(TORONTO)

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Philip A. Rigelhof

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Arnold Amber

APPENDIX "B"  
LETTER OF AGREEMENT  
NEGOTIATIONS

The Corporation agrees that, within thirty days of receiving written notification from the Association of its desire to negotiate a new agreement, a meeting to commence negotiations will be held.

The Association agrees that no request to negotiate will be made before January 1, 1991.

CANADIAN BROADCASTING  
CORPORATION

ASSOCIATION OF TELEVISION  
PRODUCERS AND DIRECTORS  
(TORONTO)

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Philip A. Rigelhof

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Arnold Amber

APPENDIX "C"

LETTER OF UNDERSTANDING

RE-BROADCAST FEES

The Association and the Corporation agree to establish a Committee as a forum for the Association to *express* its views regarding re-broadcast fees within three (3) months of the date of ratification.

Such Committee will consist of six (6) members; three (3) each from the Corporation and the Association. At least one (1) of the Corporation's representatives will be from the office of the Director of Programming and at least one (1) of the Association's will be a Producer in the Drama Department.

CANADIAN BROADCASTING  
CORPORATION

ASSOCIATION OF TELEVISION  
PRODUCERS AND DIRECTORS  
(TORONTO)

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Philip A. Rigelhof

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Arnold Amber

## APPENDIX "D"

### HUMAN RESOURCES POLICY NO. 4.12

#### AUTHORIZED ABSENCE WITHOUT PAY

Effective: 1 February 1981

(formerly P.P. 6-6.1)

#### POLICY

The Corporation will accommodate an employee's request for absence without pay to the extent that operational requirements can be maintained. Generally it is expected that the Corporation will incur no additional cost in accommodating such a request; however, if there will be an additional cost, a clear benefit to the Corporation must be demonstrated. Official requests for absence without pay for union activities will be dealt with in accordance with the provisions of the applicable collective agreement.

#### APPLICATION

1. Absence without pay will be granted, consistent with the policy statement above, in the following circumstances:
  - a) To provide a full three weeks' vacation where this has not been earned or to extend earned vacation by an equivalent amount.
  - b) To retain an employee on the establishment where sick leave credits have been exhausted (applicable only to employees who did not opt for STD/LTD or whose applications for LTD have been refused).
  - c) To pursue activities which could enhance the employee's present or potential value to the Corporation.
2. Implications of **Absence Without Pay for the corporation**

The following points should be carefully considered by managers and supervisors in reviewing employee applications for absence without pay.

- a) In granting authorized absence without **pay**, the Corporation is committing itself to the re-employment of the individual at the expiry of the specified term, unless specifically otherwise agreed in writing by the employee either prior to or during the period of such absence.

- b) For absence without pay of sixteen weeks or less, the employee will be guaranteed the same job on return: for absence without pay exceeding sixteen weeks it may only be possible to guarantee re-employment in an equivalent position. This particular condition should be confirmed in writing to the employee prior to departure on absence without pay.
- c) Employees on absence without pay may be replaced temporarily by reallocation of work, temporary upgrading or promotion, or the hiring of temporary, casual or contract staff, or non-staff resources, provided this is consistent with the terms of any applicable collective agreements. The period of temporary upgrading or promotion, or hiring of replacements may not exceed the end of the period of authorized absence.
- d) Temporarily hired, upgraded, or promoted employees may not be confirmed in the position vacated by the employee on absence without pay unless the position is posted and alternative employment or separation ensured for the absent employee.

### 3. Implications of Absence Without Pay for the Employee

When an employee has made a request for absence without pay which conforms with the conditions above, the manager or supervisor should ensure that the employee is aware of the following implications:

- a) Salary and Corporation subsidies for health plans are stopped and accordingly so are payroll deductions. However, many of the benefit plans and insurances can be maintained if the employee arranges to pay the premiums to cover the period of absence without pay. It is the employee's responsibility to ensure that such premium payments to the Corporation are received prior to the due date. Failure to do so may result in loss of coverage.
  - i) Basic group life insurance will continue in force up to four months. After that, the employee must pay the premiums to cover the period of absence without pay to a maximum of eight additional months.
  - ii) For: optional group life insurance, dependants' insurance, reducing term insurance, voluntary accidental death and dismemberment insurance, long term disability (LTD) income protection, an employee going on absence without pay may arrange to pay the premiums for a maximum period of 12 months. Such payment is an employee option, and coverage in these plans will cease 31 days after receipt of the final premium.

- iii) Short term disability (STD) income protection ceases to apply, although LTD may be maintained as outlined in (ii).
  - iv) For basic provincial hospital/medical coverage in those provinces where premiums are paid, the employee may arrange to pay to the Corporation the rates applicable to maintain coverage during the period of absence.
  - v) For supplementary health care, employees may arrange to pay to the Corporation the rates applicable to maintain coverage.
- b) Participation in the pension plan is suspended if the employee receives salary for less than 15 days in a calendar month. There may, however, be an exception to this rule for absences deemed by the President to be in the public interest.
  - c) Leave credits will accumulate only for any calendar month in which the employee receives pay for a minimum of ten working days.

Employees should be advised to consult with their Human Resources department for detailed explanations of the applicable items.

#### 4. Authorization

After consulting with Human Resources, the department head can authorize absence without pay if he/she is in a position to guarantee re-employment on return. If he/she is not in a position to offer this guarantee, the request must be submitted for authorization to the higher level which can give this guarantee.

Every request for absence without pay for a period exceeding one year must be authorized by the vice-president of the component concerned.

#### REFERENCES

Policy 1.3 Staff on Assignment Outside the Corporation  
 policy 7.7 Political Activity

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