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EFF.	96	05/23
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No. OF EMPLOYEES	2721	
NOMBRE D'EMPLOYES	JF	

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MEMORANDUM OF AGREEMENT

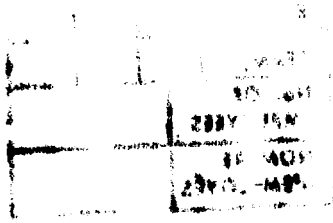
between

CANADIAN BROADCASTING CORPORATION

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

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It is recognized the salaries in Unit II are below market. In an attempt to move them closer to market, the Corporation offers:

- a one percent (1%) increase on all salary scales effective June 1, 1996;
- a further one percent (1%) increase on all salary scales effective June 1, 1997.

May 23, 1996

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ARTICLE "PA" (U:1)

PURPOSE OF AGREEMENT

PA.1

It is the intent and purpose of this Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the Union in promoting the utmost cooperation between the Corporation and its employees, consistent with the rights of both parties. It is further the intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Corporation and the employees, and to this end this Agreement is signed in good faith by the two parties. The Agreement is therefore designed to set forth clearly the rates of pay hours of work and conditions of employment to be observed between the parties. It is further agreed that the Union and its members will fully support the Corporation in maintaining the highest quality and most effective programmes, ensuring value to the Canadian public is achieved.

ARTICLE "UR" (U:3)

UNION RECOGNITION

UR.1

The Corporation recognizes the Union **as** the exclusive bargaining agent for all the employees in the bargaining unit defined by the Canada Labour Relations Board in its decision of November 4, 1993 and **as** amended from time to time certifying the Union, that is to say:

“all personnel whose core functions are technical, maintenance, trade and general labour, including all blue collar and technical personnel, working for the Canadian Broadcasting Corporation, outside of the Province of Quebec and of Moncton, N.B., excluding those whose core functions consist of supervisory duties”.

UR.2

It is agreed that Corporation personnel **as** defined in UR.1 **who** are hired to work and reside outside Canada, are not “employees” within the meaning of Article DE (Definition of Employee) of this Agreement and that they will be excluded from the bargaining unit so long **as** they remain outside Canada.

UR.2.1

Where the Corporation transfers or assigns a member of the bargaining unit to work and reside outside Canada, their working conditions and benefits will be **as** defined in Appendix B.

UR.3

It is agreed that personnel under contract with the Corporation who are retained to work and reside outside of Canada, are not “employees” within the meaning of Article DE (Definition of Employee) of this Agreement and that they will be excluded from the bargaining unit described in Article UR.1 **so long as** they remain outside Canada.

UR.4

The decision to retain outside firms, contractors or freelance personnel, or to assign members of the bargaining unit to work **and** reside outside Canada, will be at the sole discretion of the Corporation.

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ARTICLE "DE" (U:4)

DEFINITION OF EMPLOYEE

DE.1

The term "employee" as used in this Agreement shall mean any person employed in a classification included within the bargaining unit hereinbefore defined and/or within a classification set forth in the Agreement and shall also include any person employed in any classification created which the parties, by **mutual** consent, decide to include within the **bargaining** unit.

DE.2

Any failure mutually to agree upon the inclusion within or the exclusion from the **bargaining** unit of any newly-created classification shall not become a subject of grievance under this Agreement, but may be referred by either **party** to the Canada Labour Relations Board.

ARTICLE "OF" (U:6)

OFFICIAL TEXT

OF.1

Both the English and French texts of this Collective Agreement shall be considered official texts, having equal force except where a difference in interpretation arises, the language in which the contract has been negotiated will prevail

OF.2

All official interpretations of the articles of the collective agreement shall be by joint agreement and shall be signed by both parties and shall contain working examples where necessary.

ARTICLE "G" (U:7)

GENDER

G.1

Wherever in the wording of this collective agreement either gender is used, it shall be understood to include the other gender.

Note: The parties agreed that if they construct the language of this agreement in a "gender neutral" manner than the above clause will not be required in the final text of the agreement.

ARTICLE "MP" (U:65)

MANAGEMENT RIGHTS

MR.1

It is recognized that the Management of the corporation, the control of its properties, and the maintenance of order on its premises and the establishment of policies and standards governing its programming is solely the responsibility of Management.

MR.2

The Corporation further reserves all other Management rights including but not at all limited to:

- the right to determine and effect its own methods and scope of operations;
- to determine the number of persons required to carry out its operations;
- to select, hire, promote, downgrade, direct and retire its employees;
- to decide the number and locations of plants;
- to establish policies and standards governing its operations;
- to transfer or lay-off employees due to lack of work;
- to hire outside firms, contractors and/or freelance personnel as confirmed by the terms of this Agreement.

MR.3

Such Management rights will not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE "UD" (U:58)

UNION DUES AND DEDUCTIONS

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UD.1

During the term of this Agreement the Corporation agrees to deduct Union dues at a rate in accordance with any schedule as certified to the Corporation by CEP.

UD.1.1

Beginning on the effective date of this Agreement for every present employee.

UD.1.2

Beginning on the first day of employment for every new employee.

UD.2

All said deductions shall be remitted to the Communications, Energy, and Paperworkers Union of Canada, no later than seven (7) calendar days following the end of each bi-weekly pay period. Dues deducted from supplementary payments made during the calendar month shall be remitted no later than the 15th of the following month.

ARTICLE "UA" (U:60)

UNION ACCESS

UA.1

The Corporation will permit reasonable access to its premises by the accredited Union representatives to enable them to observe whether the provisions of this Collective Agreement are being complied with. If the visit involves entry into restricted areas, arrangements can be made when notification is given.

UA.2

Union business such as organizing campaigns or union meetings on Corporation premises shall be done only with the consent of the Corporation.

UA.3

At each location, the Corporation shall designate Union bulletin boards in suitable places on its premises for the posting of Union announcements regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. The Union will not post material considered damaging to Union/Management relationships. Union postings on any other bulletin board must be authorized by the Local officer responsible for Industrial Relations or the appointed delegate.

UA.4

At the time of the ratification vote of the CBC/CEP Collective Agreement, operational requirements permitting, the Corporation shall allow a period not exceeding one (1) hour to be taken during work hours to enable employees to vote.

UA.5

Subject to space available and at Management's discretion, elections of Union officers may be held on the premises of the Corporation. The Corporation may allow employees to vote during working hours and if they do so, time will be made up.

ARTICLE "RU" (U:62)

RELEASE FOR UNION ACTIVITIES

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RUA.1

Leave without pay shall be granted to any employee duly authorized to represent employees in order to attend executive committee meetings, Labour conventions, and other legitimate union activities. A request for such leave shall **be** received in writing or electronically by the appropriate Corporate Industrial and Talent Relations representative at least four **(4)** days in advance of the schedule posting date, unless such time limit is mutually waived by the parties. The Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements. Such leave will not be unreasonably withheld.

RUA.1.1

The Corporation will maintain the regular salary and benefits of an employee who is granted leave without pay in accordance with clause RUA.1. To recover the employee's salary and complete cost of benefits from the Union, the Corporation will deduct, from the remittance of the Union dues to the National Office of the Union, the gross salary for the period of such leave.

A statement of account showing the date(s) and the name(s) **of** the employee(s) who were on such leave will accompany the remittance of the Union dues cheque **from** which this recovery is made.

RUA.1.2

Subject to any **various** restrictions contained in various benefit plans, leave provided in clause RUA.1 shall not deprive an employee of any benefits to which the employee is entitled under the terms of this Agreement. Employees granted leave under clause RUA.1 above will continue to accumulate service for a continuous three **(3)** month period. If the period of leave extends beyond three **(3)** months, accumulation of service will not occur and arrangements can be made regarding possible benefit continuation including cost of same.

RUA.2

Subject to operational requirements and reasonable notice, in the event that an employee desires to obtain leave of absence without pay to maximum of four **(4)** years for the purpose of accepting a position with the Union or **an** official Labour body, such leave shall be granted by the Corporation on receipt by the Corporate Industrial and Talent Relations Service, of a written request from the employee and the Union. Any additional periods will be granted by the Corporation on receipt **of** a written request from the employee and the Union.

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RUA.2.1

It is understood that such absence without pay over three (3) continuous months will not be counted as service or continuous service with the Corporation. During the employee's absence and subject to any limitations imposed by the plans and/or legislation, the employee may continue to participate in the pension, group life and medical/hospital plans, provided the employees pre-pays all required premiums/contributions (employee's and Corporation's share where applicable).

RUA.2.2

Upon terminating his/her position with the Union, the employee shall be entitled to resume employment with the Corporation under the same classification and salary he/she was paid at the time of leaving plus any increases granted in the interim. If such classification has disappeared, the employee shall be entitled to resume his/her employment with the Corporation in the salary group of the classification he/she occupied when temporarily leaving the employ of the Corporation.

RUA.3

Upon request by the Union, the Corporation agrees to release, without loss of regular pay or leave credit, Union representatives to attend negotiation and grievance meetings. It is understood that the Corporation will not be required to release more than seven (7) employees for the purpose of negotiations nor more than six (6) employees for the purpose of Second Step (National) Grievance meetings, nor more than three (3) employees (five (5) in Toronto) for the purpose of First Step (Local) Grievance meetings.

A request for release for negotiation and Second Step (National) Grievance meetings shall be submitted to the appropriate Industrial Relations representative four (4) days in advance of the schedule posting for the period in question, unless otherwise mutually agreed.

A request for release for First Step (Local) Grievance meetings shall be submitted at the time the meeting is arranged.

RUA.3.1

Grievance Committee and Negotiating Committee members outlined in clause RUA.3, will suffer no loss in regular salary for time spent meeting with Management representative(s).

RUA.4

In the event that an employee is in attendance at any of the meetings referred to above on a scheduled day-off, he/she shall receive a compensatory day-off in lieu to be taken at a mutually convenient time. Such day(s) shall, where possible, be assigned in conjunction with regular consecutive days-off.

RUA.5

It is understood the Corporation reserves the right to hire temporary employees for any releases contained in this Article.

ARTICLE "JC" (U:66)
JOINT COMMITTEES

JC.1

In order to promote harmonious relations between the Corporation and its employees represented by the Union and to discuss matters of mutual interest not covered by the provisions of the Collective Agreement, misunderstandings or problems arising from the application of the Collective Agreement, Joint Committees composed of at least two (2) representatives appointed by each party will be established at the local level. Minutes are to be kept, read and signed by both parties and forwarded to the Union's National Office.

In addition it will be the function of this Committee to review the use of temporary and casual employees in the location.

JC.2

Upon request from the Union, the Corporation will release, without loss of pay or leave credits, up to three (3) employees for the purpose of attending local Joint Committee meetings.

ARTICLE "NJC"

NATIONAL JOINT COMMITTEE

NJC.1

The purpose of the National Joint Committee is to provide an avenue where open and honest dialogue between the parties can exist. Its purpose is to promote harmonious relations between the Corporation and its employees. The National Joint Committee will discuss issues such as:

- changes in technology
- training and professional development
- professional issues
- issues related to downsizing
- workload
- use of outside resources
- use of staff resources on non-CBC originations

and matters of **mutual** interest not covered by other provisions of the Collective Agreement, or to discuss misunderstandings and problems.

Minutes are to be kept, read and signed by both parties and forwarded to the national office of the union.

NJC.2

Upon request from the Union, the Corporation may release without loss of pay or leave credits, one (1) or more representatives from each location for the purpose of attending National Joint Committee meetings. Up to ~~six~~ (6) employees may be released for the purpose of attending National Joint Committee meetings. Such releases will be without loss of pay or leave credits.

NJC.3

National Joint Committee meetings shall be held quarterly on dates mutually agreeable. The parties shall submit ~~an~~ agenda at least fourteen (14) **days** prior to such a meeting.

NJC.4

The Committee will not provide **interpretations of** the Collective Agreement nor will its function replace the normal grievance procedure.

NJC.5

Recommendations developed by these committees will be considered for adoption between the parties at any appropriate level within their respective organizations.

ARTICLE "GP" (U:63)

GRIEVANCE PROCEDURE

Purpose

The purpose of the grievance procedure is to ensure employee grievances arising out of the application, interpretation or alleged violation of this agreement are dealt with in an orderly and expeditious manner. The parties further agree to make serious attempts to solve the issue(s) and to explore innovative solutions to resolve employee complaints prior to grievances being filed.

Personal Submission of Grievances

The parties recognize that the "Canada Labour Code, Part I" provides that any employee may present his/her personal grievance to his/her employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Article on grievance procedure.

If an employee or a group of employees has a complaint they have the right to and should discuss the complaint with the supervisor prior to a grievance being filed. A union representative may be in attendance. The supervisor and the employee(s) shall make a sincere effort to resolve the complaint prior to a grievance being filed. Once a complaint has been lodged, the parties will agree on a reasonable time frame to deal with the complaint and unless otherwise agreed, such time frame shall not exceed five (5) calendar days.

Step One

If the issue is not resolved at the complaint stage above, no later than within twenty (20) days from the occurrence or knowledge thereof or within twenty (20) days of it being unsuccessfully dealt with at the complaint stage, a grievance shall be filed in writing on a prescribed form which appears as Appendix "A" of this Agreement, with the employee's immediate management supervisor.

In addition, the local union may also file grievances, within the same twenty (20) day period as described above.

At each place of employment, local grievance meetings shall be held as required or at mutually agreed upon regularly scheduled intervals. Unless otherwise mutually agreed upon, a meeting must take place within twenty (20) days from the date of the filing of the grievance.

Subject to operational requirements, such a meeting may be attended by the grievor(s), the manager and/or supervisor involved. Upon notification to the Corporate I&TR department, National Union representatives may attend local meetings. The Corporate I&TR Officer may also attend.

The Local Union Grievance Committee shall not exceed three (3) members except **as** otherwise agreed and they shall suffer no loss in regular salary for time spent during their normal working hours attending such meetings. If a grievance meeting occurs outside normal working hours for any such member, he or she will be rescheduled so that the meeting takes place during working hours. If such rescheduling is not possible, any time spent outside working hours will be compensated **as** time in lieu. Such committee will be given adequate access to the grievors and other involved employees at the workplace, and reasonable working time to conduct their investigations on the facts of the issues.

At the local meeting, the parties shall record the issue(s) and position(s) **as** understood by the other side. The parties shall fully discuss the issue(s) and make a sincere effort to resolve the issue(s) at the local level.

Settlements reached at the local level shall have no precedent value and will not be referred to or imposed by either party to this Agreement elsewhere within the Corporation unless at the National Level, the national parties mutually agree to do so.

Minutes will be kept and read and signed by both parties at the end of the meeting. A copy of such minutes will be forwarded to the Corporate Industrial and Talent Relations Officer and the National Union representative by the Local Human Resources Officer or other individual taking the minutes.. Upon request, a signed copy will be forwarded by mail.

Step Two

In the event the grievance is not settled at the local level it shall be referred to the national level within thirty (30) days unless otherwise mutually agreed.

Agenda items for discussion at the national level shall be exchanged ten (10) days in advance of the scheduled meeting. By mutual agreement, other agenda items can be added which were not included in the ten (10) day time frame.

There will be a regular schedule for National Grievance meeting. Such meetings will be held on the Tuesday, Wednesday and Thursday of the following months and weeks:

- January ~~-4th~~ week
- March -2nd week
- April -3rd week
- June -1st week
- September -2nd week
- October -3rd week
- December -1st week

Additional meetings can also be held by mutual agreement between the parties. Any meeting may be cancelled or rescheduled by mutual agreement.

At the National Grievance meeting, the parties will review the local proceedings and minutes and they will restate the issue(s) and their respective understanding of the issue(s) in dispute. Either party may reject a local settlement, for good and sufficient reasons, in which case the matter may be referred back to the local level or continue to be dealt with by the parties at the National level.

Both parties will exchange any relevant information relating to the issue(s) in dispute and serious attempts will be made to effect a settlement.

It is understood that both grievance committees have the full authority to resolve the issues in dispute and to impose such agreed upon solutions on the location(s) where the grievance arose. Such a settlement shall be binding on all concerned. In matters of collective agreement interpretation, the Corporate Industrial and Talent Relations Department shall be the final corporate authority.

The National Union Grievance Committee shall consist of up to six (6) persons. Such persons shall be released **from duty** with no loss of pay or leave credits to attend such meetings. **The Union** shall request a release of such persons at least four (4) days in advance of the posting date for the week in question through the Corporate Industrial and Talent Relations Department.

Minutes shall be kept of the National Grievance meetings and each party shall read and sign such minutes at the close of the meeting.

Union or Corporation Grievance

Either party on its own behalf can file a grievance at the National level concerning any difference between the -parties regarding the interpretation, application, administration or alleged contravention of this Agreement. Such a grievance must be filed within twenty (20) days of knowledge of the events giving rise to the grievance.

Arbitration.

If the issue(s) is (are) not settled on final discussion at the National level, either party must inform the other party at the meeting of its desire to have the issue(s) resolved by arbitration.

There shall be two (2) arbitration processes: expedited and regular.

EXPEDITED ARBITRATION, in accordance with the procedure below shall be used for all grievances except:

- Discipline over five (5) days;
- Matters dealing with Article "J" (Jurisdiction);
- Matters dealing with Article "TC"(Technological Change);
- Matters dealing with Article "SR" (Staff Reduction);
- Matters where the potential remedy is over five thousand dollars (\$5,000); or
- Where the parties mutually agree to go to regular arbitration.

The parties may refer any excepted matter to expedited arbitration by mutual agreement.

Within fifteen (15) days of referral to Arbitration, the parties will mutually select an arbitrator who must be available to hear the outstanding matter(s) within thirty (30) days of being acceptable and/or contacted by the parties. If the parties are unable to agree on an arbitrator, the parties shall request the Minister of Human Resources Development to appoint an arbitrator.

If either party has reason to object to a proceeding on a preliminary or jurisdictional matter, such objection must be raised and arguments submitted in writing to the arbitrator at least ten (10) days in advance of the hearing.

The arbitrator can hear more than one (1) case upon agreement of the parties. The arbitrator must render a brief written decision within ten (10) days of the hearing. Such a decision shall be final and binding on the parties, for that grievance or grievances only. Such a decision(s) shall not create a precedent or be used in any other case or matter by the parties, and the process shall be without prejudice to either party's position should a similar case or matter find its way to arbitration under the relevant provisions of the Collective Agreement or the Canada Labour Code.

The parties can submit a brief joint statement of facts outlining the issue(s) in dispute. If they cannot agree on a joint statement of facts, each party will submit its own statement of facts and issues in dispute. Such statement of facts must be submitted to the arbitrator and other party at least three (3) days in advance of the hearing.

The parties will not use legal counsel at the arbitration hearing and the parties agree to keep the issues and facts simple and the witnesses to a minimum in order to allow for an expeditious resolution of grievances and/or issues submitted.

In arriving at a decision, the Arbitrator shall be limited to the consideration of the issue as outlined in the statement or statements referred to previously and shall render a decision according to the terms and provisions of this Agreement, after having held a hearing at a time and place to be determined by the Arbitrator so the parties have an opportunity to present further evidence and to make necessary representations. The Arbitrator shall not in any way amend, modify, extend or change any of the provisions of this Agreement.

REGULAR ARBITRATION

If a matter is not resolved through the grievance process and the matter is submitted to regular arbitration, the following process shall be followed:

The parties shall jointly select an arbitrator within fifteen (15) days of the national grievance meeting. If the parties are unable to agree on an Arbitrator, the parties shall request the Minister of Labour to appoint an Arbitrator.

A joint statement or separate statements by the Corporation and the Union, describing the facts of the grievance and the issues to be decided by the Arbitrator shall be submitted to the Arbitrator within ten (10) days of his or her acknowledgment to hear the grievance. A hearing shall be held at a time and place to be determined by the Arbitrator, so that the parties may have an opportunity to present further evidence and to make necessary representations. The Arbitrator shall give written reasons for his or her decision within three (3) months of the completion of the hearing, which shall be final and binding on all parties.

In arriving at a decision, the Arbitrator shall be limited to the consideration of the issue as outlined in the statement or statements referred to previously and shall render a decision according to the terms and provisions of this Agreement, after having held a hearing at a time and place to be determined by the Arbitrator so the parties have an opportunity to present further evidence and to make necessary representations. The Arbitrator shall not in any way amend, modify, extend or change any of the provisions of this Agreement.

Dismissals

Grievances related to discharge shall be referred directly to regular arbitration which will be an expeditious process. Unless otherwise mutually agreed, within fifteen (15) days of referral to arbitration, the parties shall jointly select an arbitrator who must be available to hear the grievance within five (5) days of being acceptable and/or contacted by the parties.

The parties can submit a brief joint statement of facts outlining the issue(s) in dispute. If they cannot agree on a joint statement of facts, each party will submit its own statement of facts and issues in dispute. Such statement of facts must be submitted to the arbitrator and other party at least three (3) days in advance of the hearing.

The Arbitrator shall be required to arrange to hear the grievance and render an award within fifteen (15) days from the conclusion of the hearing.

Cost of Arbitration

The cost and expenses of the arbitrator under the expedited or regular arbitration process shall be borne equally by the Corporation and the Union.

Neither party will be required to share the cost of stenographic transcript or simultaneous translation without their express consent.

The time limits outlined in the grievance and arbitration procedure(s) are mandatory and any reference to days shall exclude Saturdays, Sundays and holidays.

The time limits may be extended by mutual agreement in writing.

In addition to the foregoing provisions of this Article, the time limits for filing a grievance concerning matters that were brought to the attention of the Local Joint Committees shall begin on the day on which the Committee disposed of such matters.

ARTICLE "UR" (U:59)

UNION REPRESENTATION

URP.1

The Union will notify the appropriate Industrial Relations Representatives, of the names of its national representatives, local officers and stewards at least once per year. Similarly, the Local Union will advise the Local Officer in Charge of Industrial Relations of the names of its local officers and stewards. In dealings with the Corporation, no employee shall act on or be recognized as acting on behalf of the Union, nationally or locally, until such notification is given.

URP.2

With sufficient prior notification, the Union shall have the right at any time to have the assistance of a staff representative of the CEP when meeting with the Corporation. Where a staff representative attends such a meeting, sufficient notice should be given to allow for a Corporate Industrial and Talent Relations Officer to attend.

URP.3

The Corporation will notify the Union nationally and locally of the names of its Officers responsible for Industrial Relations or the appointed delegate.

ARTICLE "NU" (U:57)

NOTIFICATION TO UNION

Nu.1

The Corporation shall give written or electronic notice to the Office(s) of the Union directly involved a copy of the following:

- i. National Union Office
 - Notice of Vacancy in any classification (Article PV)
 - Notice of Hiring and Termination on a monthly basis
 - A copy of Local Joint Committee Meeting Minutes;
- ii. National Union Office and Local Designated Officer:
 - Notices in respect of probationary period, (Article ES)
 - Notices in respect of Trial Periods (Article HP)
 - Notices in respect of Discipline (Article D)
 - Notices in respect of Jurisdiction (Article J)

NU.2

The Corporation shall mail to the National Office(s) of the Union the following:

- A copy of **any** mutually agreed interpretation or application of the Agreement in **both** official languages.
- On a monthly basis a copy **of** the employee record listing of the CEP Units indicating the names of the continuing employees and temporary employees by location
- A copy of Notice in respect of impending technological change (Article TC)
- Statements of Union Dues Deductions (Articles UD)

ARTICLE "NS" (U:64)

NO-STRIKES OR LOCKOUTS

NS.1

The Union will not cause, or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial of any of the Corporation's operations anywhere in Canada during the term of this Collective Agreement. The Corporation will not cause, engage in or permit a lockout at any of its locations in Canada.

NS.2

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Employees in the bargaining unit covered by this collective agreement will not be required to handle, perform or assist in any work under the **usual** scope of any other bargaining unit which is on a legal strike against the Corporation and is represented by a recognized bargaining agent for persons employed by the Corporation.

NS.3

Should **an** employee in the bargaining unit covered by this Collective Agreement occupy a position which, **as** a regular component of that position, entails the carrying out of work which is also a component of a position in a lawfully struck bargaining unit, then notwithstanding Article NS.2 any such employee shall continue to perform such work, provided that the Corporation,

- a) does not change the assignment or re-assign the employee for the purpose of carrying out struck work
- b) does not transfer such employee to another location for the purpose of carrying out the work of any employee in a lawfully struck bargaining unit.

NS.4

The Corporation will not assign, transfer or require employees to go to any radio or TV station, transmitter, studio or property where a strike or lockout of any persons whose functions correspond to those covered by this Agreement, is in progress or to originate a program or programs especially for such station.

ARTICLE "J" (U:5)

JURISDICTION

J.1

Employees **as** defined in Article DE.1, for Corporation originations on CBC premises or remote locations, shall:

perform functions involving the lighting, recording, editing and mixing of audio and visual elements; the creation of graphic and photographic images; the design, construction, decoration **and** assembly of sets and costumes; the application of makeup; the preparation and execution of special effects; the handling of set properties; and related assistance.

A "Corporation origination" means radio and television productions in which the Corporation is exclusively responsible for the production, planning and control related thereto including creative control, **financial** control, distribution, and ownership.

J.1.1

Employees **as** defined in Article DE.1, on CBC premises or remote locations, shall perform functions involving the transmission of programming over Radio and Television networks and stations for which the Corporation holds the broadcasting licenses.

J.1.2

Employees **as** defined in Article DE.1, on CBC premises or remote locations, shall perform mechanical, electrical and electronic maintenance duties and may be required to train staff, related to the functions described in J.1 and J.1.1.

J.1.3

Employees **as** defined in Article DE.1, at locations where they are employed, shall perform electrical, plumbing, mechanical, carpentry, and cleaning functions related to general building maintenance.

J.2

The Corporation agrees not to assign to Corporation personnel outside the bargaining unit described in Article UR duties normally performed **by** employees in the bargaining unit covered by this collective agreement, except:

- a) Personnel in the CMG and CBEU of CUPE Bargaining Units can be assigned to do work normally falling within this CEP bargaining unit provided that employees in **this** CEP bargaining unit can do work normally falling within the CMG and CBEU of CUPE bargaining units and provided that such duties do not normally constitute the core functions of any such personnel. (See Article DW).

- b) In major production centres or at transmitter sites, persons in management can perform work normally falling within this CEP bargaining unit provided that such management personnel are within the classifications of Technical Supervisors, Technical Producers and Transmitter Supervisors in either **Radio** or Television and such work shall not result in the layoff **of** a bargaining unit employee or the non-assignment to a **shift** or crew of a bargaining unit employee.
- c) Where there is a single Manager responsible for a location, and bargaining unit employees are also at that location, that Manager can perform work normally falling within this CEP bargaining unit and such work shall not result in the layoff **of** a bargaining unit employee or the non-assignment to a shift or crew of a bargaining unit employee.
- d) Persons in the STRF bargaining unit can be assigned to do work normally falling within this CEP bargaining unit provided that employees in this CEP bargaining unit can continue to do work normally falling within the STRF bargaining unit. It is also agreed that the Corporation can assign persons in either this CEP or the STRF bargaining units to meet its production, installation and maintenance needs. Such reciprocal arrangements will not cause additional layoffs in this CEP bargaining unit.

J.3

The Corporation may retain outside contractors or enter into partnerships (as per Article CO) to provide any services when it **has** determined that it has a valid business case. A valid business case will be used in all cases except the two to which Articles J.4 and J.5 apply. It is understood that **this** article will not be used to change individual staff jobs **to** individual contract **jobs**.

J.4

The Corporation may, without restriction, retain outside firms, contractors and/or freelance personnel (including outside firms, contractors and/or freelance personnel retained also to perform work normally performed by employees in another bargaining unit in the Corporation) to supply a given service for a particular program or program series, provided that the retaining of services pursuant to this clause J.4 will not cause layoffs. A given service is defined **as** any job or function in which the members of the bargaining unit, at the location concerned, do not have the requisite skills or experience for the job or function or cannot meet the specific needs of the production.

J.5

The Corporation may retain outside contractors for specific installations, modifications, servicing and maintenance at any of its facilities provided that,

- a) the specific work cannot practicably be performed by members of the bargaining unit, and
- b) the retaining of services in accordance with this clause J.5 will not cause layoffs, however, the Corporation may utilize the services of outside firms to compensate for attrition.

J.6

The Corporation undertakes best efforts in negotiations with its partners to ensure bargaining unit members receive opportunities to work on non-CBC originations.

Productions that are not Corporation originations may be produced using crews comprised of any mix of, outside firms, contractors, freelance personnel and/or Corporation employees. It is understood that the Corporation will not be the contractor in such cases.

The Corporation will give advance notice to the local union of such productions where they involve employees in this bargaining unit or where they are taking place on CBC premises.

J.7

At remote locations where another union has an effective collective agreement in written form which covers the scope of work covered by this Collective Agreement, CEP will perform the functions related to J.1.a) and J.1.b) except lighting and staging functions. At least one (1) technician (lighting) shall be assigned to direct the lighting, and the present practice of assigning employees to direct the staging elements will continue.

J.8

It is recognized that the CBC will continue to acquire programs as part of its regular programming in accordance with Appendix E (Program Acquisition).

ARTICLE "ES" (U:8)

EMPLOYMENT STATUS

ES.1

All employees covered by this agreement shall be considered full-time continuing employees of the Corporation except **as** hereinafter provided.

8/180

ES.1.1

All full-time employees shall be probationary employees for a period of six (**6**) months, which may be extended by **an** additional (**3**) months, **from** the date **of** their hiring. During the probationary period, Article D need not apply and the Corporation may release an employee at any time. At Management's discretion, this probationary period may be extended by a period equivalent to any absence with or without pay.

ES.2

A temporary employee is one hired on a regular or occasional basis for such reasons **as** but not limited to: covering absences of regular employees (i.e. sickness, maternity leave, vacations, summer relief), peak workloads or special projects. Temporary employees will not be hired to avoid filling a vacancy for a full-time job or to eliminate or displace **a** full-time continuing employee. Temporary employees shall be paid on **an** hourly basis for the wage classification to which they have been assigned.

ES.2.1

All Articles of this Agreement shall apply to temporary employees except as hereinafter provided:

- a) Article SR - Staff Reduction
- b) Temporary employees working on a regular weekly basis shall be given (two) 2 weeks notice, in advance of the proposed termination, or (two) 2 weeks pay in lieu of notice.

Temporary employees hired to work on a specific project of a **pre-determined** length of time, or for vacation relief or to cover parental or child care leave, shall be considered to have received notice at the time of **hiring**.

Temporary employees hired on **a** daily basis, or a sporadic basis will not require notice of termination **as** provided in **the** Agreement due to the very nature **of** their assignment.

- c) Article TC - Technological Change

- d) Temporary employees hired for a period of under three (3) continuous months will enjoy the full benefits and entitlements to this Agreement pro-rated for time worked, subject to the restrictions contained in the various benefit plans, with the exception of Medical and Dental plans, LTD and pension.

Temporary employees hired for a period in excess of three (3) continuous months will enjoy the full benefits to this Agreement pro-rated for time worked with the exception of LTD and pension, subject to the restrictions contained in the various benefit plans.

Holidays shall apply except that temporary employees hired for a period of under three (3) months shall be entitled to pay for a general holiday on which they do not work calculated on the basis of one-twentieth (1/20) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

Temporary employees hired for a period of under three (3) months shall receive six percent (6%) vacation pay in lieu.

- e) Article SC - Scheduling
- f) Banking of time off in lieu
- g) Article D - Discipline as it applies to dismissal.

PART-TIME

ES.3

A part-time employee is one who is ordinarily required to work less than the regular **full-time** hours per week (excluding overtime) and who may be hired on a continuing basis. Such continuing work **will** be limited to holidays and weekends.

ES.3.1

Continuing part-time employees will require **two (2)** weeks notice of termination.

ES.3.2

The Corporation acknowledges the continuing need for **full-time** employees with regard to the proper operation of the organization. The parties also recognize the need for part-time employment in a variety of situations filling a variety of needs. Such part-time employment can be used according to ES.3 within a location or work area subject to the following conditions:

- 1) The hiring of part-time persons will not replace or displace other flexible work arrangements currently outlined in the Collective Agreement.
- 2) Part-time employees where possible **will** have their hours posted in accordance with Article SC. Schedule changes will be in accordance with Article SC. Daily hours posted will be a minimum of four **(4)**.
- 3) When full-time vacancies become available, part-time and temporary employees at the location will be given special consideration if they choose to apply for such a position(s).
- 4) Full-time employees will not be forced in any way to revert to or accept part-time employment.
- 5) Remuneration for part-time work will be **as** per the scales in the Collective Agreement pro-rated for actual time worked.
- 6) Meal and break periods for part-time employees will apply only where a **shift** is in excess of four **(4)** hours.
- 7) When part-time employees are required for holidays, they will be paid one **and** one half (1 1/2) times their hourly rate.
- 8) Part-time employees will enjoy the full benefits and entitlements to this Agreement pro-rated for time worked, subject to the restrictions contained in the **various** benefit plans, with the exception of Medical and Dental plans, LTD and pension.

- 9) **This** part-time employment shall not interfere with the use of temporary employees.
- 10) It is recognized that part-time employees can be used in emergency situations or to replace absent employees. In these cases, it will not be possible to schedule such persons **on** the schedule.

ES.4

Notwithstanding the language contained in ES.3.1 and ES.3.2, the following articles do not apply to part-time employees:

- Article SR - Staff Reduction (except lay-off pay)
- Article WW - Work-Week
- Article MB - Meal and Break Periods
- Article JS - Job Sharing
- Article CB - Call-back
- Article TA - Turn-around

ES.5

An employee who resigns from the Corporation may do so in writing with at least two **(2)** weeks notice or such other period as mutually agreed between the employee and a supervisor.

27/11

ARTICLE "PV" (U: 31)
POSTING OF VACANCIES

PV.1

When an existing or newly created position in the bargaining unit needs to be filled on a permanent basis, the notice of vacancy will be posted nationally for two calendar weeks for all vacancies in the bargaining unit for work of a permanent nature. Posting will be **as** far in advance of the date of hiring **as** possible.

PV.1.1

Strip postings which summarize notices **of** vacancy will provide the information in PV.1.3.

PV.1.2

A notice of vacancy shall contain the following information: classification, *status* of employment, salary grouping, **salary** range, location, affiliation, whether **future** mobility may be required and expiry date.

PV.1.3

A notice of vacancy will include a Statement of Qualifications which will provide a description of the job function and of the **tasks** to be **carried** out. It will outline the objective and subjective criteria, with their relative importance, to be applied in the selection process.

PV.1.4

Applicants will be asked to respond with their demonstrated qualifications for the position **as** they relate to the posted criteria described in the Statement of Qualifications (Appendix C)

PV.2

The reclassification of a position occupied by an employee is permitted provided the Union **is** consulted and gives its consent. Such consent will not be unreasonably withheld.

ARTICLE "HP" (U:32)

HIRING AND PROMOTION

HP.1

When hiring to fill a vacancy or a new position in the Lead Hand or Specialist levels the best candidate from amongst those who meet the qualifications and criteria **as** set out in the notice of vacancy and the Statement of Qualifications (**as** illustrated in Appendix C) will be engaged to fill the vacancy.

Where **a** Statement of Qualifications includes both subjective and objective criteria, and where the ratings between candidates on both sets of criteria are relatively equal, the more senior person shall be given preference.

HP.2

When hiring to fill a vacancy or a new position in the Entry or Generalist levels candidates must meet the qualifications **and** criteria **as** set out in the notice of vacancy and the Statement of Qualifications (**as** illustrated in Appendix C).

Seniority will be the determining factor in selection where candidates are otherwise qualified. There is no obligation for the Corporation to transfer employees from one location to another.

In the event that no full-time employee within the bargaining unit applies for a posted vacancy, or does apply but is not accepted, a temporary employee who **has** been fulfilling a similar job function for more than one (1) continuous year, and is the best qualified candidate, will be hired to fill such vacancy.

HP.2.1

Nothing **in this** Article precludes the Corporation from hiring qualified applicants **from** outside when no qualified employee applies and is accepted.

HP.3

Persons promoted from within the Corporation may be subject to a trial period up to a total of six (6) months. During this trial period should the employee not be satisfied with the job or if the employee is not to be confirmed in the job he/she may **return** to his/her former classification in accordance with the provisions **of** Article GSP (General **Salary** Provision).

HP.4

Selection boards, if established, will include persons who are knowledgeable about the position(s) to be filled and about the objective and subjective criteria to be applied in reaching a decision.

HP.4.1

A bargaining unit member may be appointed **as** a member of any selection board set up to screen applicants for vacancies within the bargaining unit. In such cases should the appointment of a candidate become a matter of dispute between the Union and the Corporation, the position taken by the bargaining unit member of the board shall not be used by either party **as** the sole means of arguing the case.

HP.5

Continuing employees can retain their continuing staff **status as** they move to different positions throughout the Corporation, regardless of whether or not the other position(s) have been considered or recognized to be contract positions.

HP.6

Should a grievance be filed in respect to this Article, confirmation of the chosen candidate for a position shall not take place while the grievance remains unresolved.

ARTICLE "A" (U:5)

ASSIGNMENT

A.1

Attached hereto **and** forming part of this Agreement are the functional categories and levels. For the purposes of work organization (not for the purposes of remuneration or ranking) the functional categories are:

1. Design
2. Presentation
3. Production
4. support
5. Maintenance

Within each functional category, there are four (4) levels: Entry, Generalist, Lead Hand and Specialist.

A.2

Employees when hired full-time into a vacancy will have the job title identified in the posting and the core duties expected to be performed on a regular basis.

A.3

Employees can be assigned to perform any of the duties within the bargaining unit, provided that such assignment **will** not be capricious or intended **as** disguised discipline.

A.4

Employees assigned duties within the bargaining unit which fall within a lower regular salary level will maintain their regular **salary** for the duration of the assignment.

A.4.1

Employees assigned duties which fall within a higher regular salary level will be paid the appropriate upgrade in accordance with Article TU.4 in addition to his/her normal pay.

A.4.2

In addition to their core duties, employees may be assigned other duties such **as**, but not limited to, the following: administering, supervising, and training. When assigned these duties, pay will be in accordance with Article TU.4.

ization of Work- Unit II

16- May-96

tenance

Presentation

Support Services

g Technologist- NABET D	55,348	2	Newsworld PresentationCoordinator - CUPE 9	47,130	4
Technologist - NABET C	50,055	55			

mechanical Technician (Sackville) - N	45,817	1	Network PresentationCoordinator - CUPE 8	43,588	15	BuildingServices Representative - CUPE O&P 7	43,401	2
mechanical Rigger - NABET 6	44,183	1				Trades Specialist TS-2 NABET	43,009	
ting Technologist- NABET B *	45,817	34				Building Master Electrician/Electrician (2) - NABE	39,961	
hnologist *	45,817	3				General Building Trades Superintendent- NABET	39,961	
ng Technical Installer - NABET 6	44,183	4				Mechanic - Air Conditioning/Heating 3 - NABET	39,961	
ent to premium								
aintenance Technologist - NABET 8	47,210	1	Senior Automated Control Facilities Technician - NABET 7	45,743	1	Building Superintendent - CUPE O&P 6	36,935	
aintenance Technologist - NABET B	45,817	267	Senior Central Control Room Technician - NABET 7	45,743	2	Trades Specialist TS-1 NABET	41,200	1
al Technician (Sackville) - NABET 5	41,052	1	Senior On-Air Booth Control Technician - NABET 7	45,743	3	Building Cabinetmaker - NABET	38,112	
al Rigger - NABET 4	40,139	4	Senior Radio Master Control Technician - NABET 7	45,743	1	Building Electrician - NABET	38,112	
Installer - NABET 4	40,139	3	Network Control Centre Technician (Tor) - NABET 6	44,183	4	Building Plumber - NABET	38,112	
ice Technologist - NABET A	38,191	13	Automated Control Facilities Technician - NABET 5	41,052	32	Mechanic - Air Conditioning/Heating 2 - NABET	38,112	1
			Central Control Room Technician Radio - NABET 5	41,052	39	Building Carpenter - NABET	35,622	
			On-Air Booth Control Technician - NABET 5	41,052	61	General Building Tradesman 3 - NABET	35,622	1
			Radio Master Control Technician (Wpg) - NABET 5	41,052	4	Maintenance Mechanic - NABET	35,622	
			Radio Master Control Technician - NABET 5	41,052	6	Building Painter - NABET	34,784	
			Shortwave Receiving Station Technician - NABET 5	41,052	5	General Building Tradesman 2 - NABET	31,124	
			Television Master Control Room Tech (MJ & Tor) - NABET 5	41,052	8			

General Building Tradesman I - NABET	25,307
Janitor (Factotum) - JANNFLD	25,307
Caretaker - CUPE O&P 3	25,263
Cleaner-Incharge - SEIU	24,386
Cleaner - SEIU	22,179

pendix "K" (Negotiated Settlements)

ARTICLE "CS"

CLASSIFICATIONS AND SALARY SCHEDULES

CS.1 List of Classifications

ASSISTANT COSTUME DESIGNER	C-8
ASSISTANT FILM EDITOR	C-4
ASSISTANT GRAPHIC DESIGNER	C-6
ASSISTANT MAKE-UP ARTIST	C-3
ASSISTANT PROGRAM EDITOR	N-4
ASSISTANT SET DESIGNER	C-7
AUTOMATED CONTROL FACILITIES TECHNICIAN	N-5
BUILDING CABINETMAKER	B-5
BUILDING CARPENTER	B-4
BUILDING ELECTRICIAN	B-5
BUILDING MASTER ELECTRICIAN/ELECTRICIAN . 2	B-6
BUILDING PAINTER	B-3
BUILDING PAINTER-INCHARGE	B-5
BUILDING PLUMBER	B-5
BUILDING SERVICES REPRESENTATIVE	c0-7
BUILDING SUPERINTENDENT	CO-6
CARETAKER	c0-3
CENTRAL CONTROL ROOM TECHNICIAN RADIO	N-5
CINEMATOGRAPHER - B	C-B
CINEMATOGRAPHER - C	C-C
CLEANER	S-3
CLEANER-IN-CHARGE	S-4
CHYRON	N*
COLOURIST	N-6
CONSULTING TECHNOLOGIST . D	MD
COSTUME CUTTER	C-8
COSTUME FABRICATOR	C-6
DESIGN COORDINATOR	m5-3
DESIGN PROCESSOR	C-6
DESIGNER- 1	D-1
DESIGNER- 2	D-2
DESIGNER - 3	D-3
ENG EDITOR	N-6
ENG/EFP CAMERAMAN	N-6
ENG/EFP RECORDIST	N-4
FABRIC SPECIALIST	C-6
FILM CAMERA ASSISTANT	C-4
FILM CAMERA OPERATOR	C-6
FILM CAMERAMAN - B	C-B
FILM CAMERAMAN- C	C-C
FILM EDITOR	C-6
FILM EDITOR-INCHARGE	C-9
FILM INSPECTOR	C-6
FILM LABORATORY TECHNICIAN	N-4
FILM PRODUCTION EDITOR	C-7
FILM STYLE DIALOGUE AND EFFECTS EDITOR	N-6
GENERAL BUILDING TRADES SUPERINTENDENT	B-6
GENERAL BUILDING TRADESMAN-1	B-1
GENERAL BUILDING TRADESMAN . 2	B-2
GENERAL BUILDING TRADESMAN . 3	B-4

GENERAL BUILDING TRADESMAN-IN-CHARGE	B5
GENERAL TECHNICIAN (RADIO)	N-3
GENERAL TECHNICIAN (TV)	N-3
JANITOR (FACTOTUM)	B-1
LIGHTING CAD	N.*
LIGHTING DIRECTOR	N-6
LIGHTING TECHNICIAN (DIMMER BOARD, FRONT AND REAR SCREEN PROJECTION)	N-3
LIGHTING TECHNICIAN	N-4
MAINTENANCE MECHANIC	B-4
MAINTENANCE TECHNICIAN A	M-A
MAKE-UP ARTIST	C-6
MECHANIC -AIR-CONDITIONING & HEATING . 1	B-4
MECHANIC . AIR-CONDITIONING & HEATING . 2	B5
MECHANIC . AIR-CONDITIONING & HEATING . 3	B-6
MECHANICAL RIGGER	N-4
MECHANICAL TECHNICIAN (SACKVILLE)	N-5
MICROWAVE OPERATOR	N.*
MOVING LIGHTS OPERATOR	N.*
NEGATIVE CUTTER	C-5
NETWORK CONTROL CENTRE TECHNICIAN (TORONTO)	N-6
NETWORK PRESENTATION COORDINATOR	C-8
NETWORK PRESENTATION COORDINATOR	C-9
NEWSWORLD PRESENTATION COORDINATOR	C-9
ON-AIR BOOTH CONTROL TECHNICIAN	N-5
PAINTER	C-3
POST PRODUCTION AUDIO ENGINEER . TV	N-6
PRODUCTION SWITCHER	N-6
PROJECTIONIST	C-3
RADIO MASTER CONTROL TECHNICIAN	N-5
RADIO MASTER CONTROL TECHNICIAN (WINNIPEG)	N-5
RADIO STUDIO ATTENDANT	N-1
RADIO TECHNICIAN	N-4
RECORDING ENGINEER (RADIO)	N-6
ROBOCAM	N.*
SATELLITE NEWS GATHERING	N.*
SCENIC ARTIST	C-8
SCENIC CARPENTER	C-5
SCENIC CONSTRUCTOR	C-7
SCENIC CONSTRUCTOR (CREWLEADER)	C-8
SCENIC ESTIMATOR	C-7
SERVICE STAGEHAND	C-3
SET DECORATOR	C-6
SHORTWAVE RECEIVING STATION TECHNICIAN	N-5
SOUND EFFECTS	N.*
SOUND EFFECTS TECHNICIAN	N-4
SPECIAL EFFECTS COORDINATOR	C-6
SR. AUTOMATED CONTROL FACILITIES TECHNICIAN	N-7
SR. CENTRAL CONTROL ROOM TECHNICIAN	N-7
SR. ENG EDITOR	N-8
SR. ENG/EPF CAMERAMAN	N-8
SR. FILM LABORATORY TECHNICIAN	N-6
SR. LIGHTING TECHNICIAN	N-6
SR. MAINTENANCE TECHNICIAN	N-8
SR. MAINTENANCE TECHNICIAN	M-B
SR. MAKE-UP ARTIST	C-7
SR. MECHANICAL RIGGER	N-6
SR. MECHANICAL TECHNICIAN (SACKVILLE)	N-7
SR. MICROPHONE BOOM TECHNICIAN	N-4
SR. ON-AIR BOOTH CONTROL TECHNICIAN	N-7

SR. PAINTER	C-4
SR. RADIO MASTER CONTROL T E C H **	N-7
SR. RADIOT E C H **	N-6
SR. RECORDING ENGINEER (RADIO)	N-8
SR. SCENIC ARTIST	C-9
SR. SET DECORATOR	C-7
SR. SOUND EFFECTS TECHNICIAN	N-6
SR. SPECIAL EFFECTS COORDINATOR	C-8
SR. STAGING RIGGER	C-8
SR. TV MASTER CONTROL TECHNICIAN	N-7
SR. TV TECHNICIAN	N-6
SR. VIDEOTAPE PRODUCTION EDITOR	N-8
STAGEHAND	C-4
STAGING ASSISTANT	C-5
STAGING ASSISTANT (CREW LEADER)	C-6
STAGING CREW LEADER	C-6
STAGING RIGGER	C-7
SUPERVISING TECHNICAL INSTALLER	N-6
SUPERVISING TECHNICIAN	N-8
SYSTEMS TECHNOLOGIST - C	M-C
TECHNICIAN-IN-CHARGE, TECHNICAL STORES	N-3
TECHNICAL INSTALLER	N-4
TECHNICAL INSTRUCTOR	N-8
TELEPROMPTER OPERATOR	N-2
TRADES SPECIALIST	N-TS-1
TRADES SPECIALIST	N-TS-2
TV ASSISTANT	N-1
TV MASTER CONTROL ROOM TECHNICIAN (MTL & TOR)	N-5
TV TECHNICIAN	N-4
VIDEOTAPE PRODUCTION EDITOR	N-6
WARDROBE ATTENDANT	C-3
WARDROBE COORDINATOR	C-5

* See Appendix "K" - Negotiated Settlements

CS.2

The following **minimum** salaries shall be in effect during the term of the Collective Agreement for the purpose of *salary* for the Classifications as in CS.1 and nothing prevents the Corporation from paying salaries above these scales. The Corporation is hereby authorized to negotiate salaries directly with any employee or prospective employee, provided that the negotiated *salary* exceeds the **minimum salary**.

CS.3

Any salary so negotiated between the Corporation and an employee is strictly confidential and the Union **will** not request information pertaining to any such employee's **salary** and the Corporation will not reveal any such information without the affected employee's express written consent.

WAGE SCALES

	Annual	Bi-Weekly
GROUPN-1		
<u>Step 1</u>	<u>21,899</u>	<u>839.04</u>
Step 2	22,670	868.58
Step 3	23,436	897.93
Step 4	24,204	927.36
Step 5	24,967	956.59
Step 6	26,504	1,015.48
Step 7	28,446	1,089.88
GROUPN-2		
Step 1	27,999	1,072.76
Step 2	29,576	1,133.18
Step 3	31,572	1,209.65
GROUPN-3		
Step 1	25,784	987.89
Step 2	26,683	1,022.34
Step 3	27,577	1,056.59
Step 4	28,471	1,090.84
Step 5	29,366	1,125.13
Step 6	31,164	1,194.02
Step 7	32,958	1,262.76
Step 8	35,194	1,348.43
GROUPN-4		
<u>Step 1</u>	<u>26,845</u>	<u>1,028.54</u>
Step 2	27,739	1,062.80
Step 3	28,635	1,097.13
Step 4	29,530	1,131.42
Step 5	31,328	1,200.31
Step 6	33,123	1,269.08
Step 7	34,920	1,337.93
Step 8	36,719	1,406.96
Step 9	40,139	1,537.89
GROUPN-5		
Step 1	29,226	1,119.77
Step 2	30,121	1,154.06
Step 3	31,016	1,188.35
Step 4	31,913	1,222.72
Step 5	32,808	1,257.01
Step 6	34,606	1,325.90
Step 7	36,401	1,394.67
Step 8	38,198	1,463.52
Step 9	41,052	1,572.87
GROUPN-5A *		
Step 1	33,621	1,288.16
Step 2	36,263	1,389.39
Step 3	38,903	1,490.54
Step 4	42,000	1,609.20
GROUPN-5B *		
Step 1	34,422	1,318.85
Step 2	37,127	1,422.49
Step 3	39,829	1,526.02

Step 4	43,000	1,647.51
GROUP N-6		
Step 1	35,369	1,355.13
Step 2	38,148	1,461.61
Step 3	40,925	1,568.01
Step 4	44,183	1,692.84
GROUP N-7		
Step 1	36,920	1,414.56
Step 2	39,699	1,521.03
Step 3	42,479	1,627.55
Step 4	45,743	1,752.61
GROUP N-8		
Step 1	38,383	1,470.61
Step 2	41,162	1,577.09
Step 3	43,941	1,683.56
Step 4	47,210	1,808.81
GROUP M-A		
Step 1	29,019	1,111.84
Step 2	30,291	1,160.57
Step 3	31,560	1,209.20
Step 4	32,833	1,257.97
Step 5	34,105	1,306.70
Step 6	35,376	1,355.40
Step 7	36,644	1,403.98
Step 8	38,191	1,463.26
GROUP M-B		
Step 1	38,765	1,485.25
Step 2	40,459	1,550.15
Step 3	42,154	1,615.10
Step 4	43,850	1,680.08
Step 5	45,817	1,755.44
GROUP M-C		
Step 1	41,304	1,582.53
Step 2	43,423	1,663.72
Step 3	45,542	1,744.90
Step 4	47,660	1,826.05
Step 5	50,055	1,917.82
GROUP M-D		
Step 1	44,906	1,720.54
Step 2	47,449	1,817.97
Step 3	49,988	1,915.25
Step 4	52,534	2,012.80
Step 5	55,348	2,120.61
GROUP B-1		
Step 1	21,136	809.81
Step 2	22,246	852.34
Step 3	24,550	940.61
Step 4	25,307	969.62
GROUP B-2		
Step 1	26,837	1,028.24
Step 2	27,790	1,064.75
Step 3	30,260	1,159.39

Step 4	31,124	1,192.49
GROUP B-3		
Step 1	30,711	1,176.67
Step 2	31,601	1,210.77
Step 3	33,860	1,297.32
Step 4	34,784	1,332.72
GROUP B-4		
Step 1	31,126	1,192.57
Step 2	32,079	1,229.08
Step 3	34,675	1,328.54
Step 4	35,622	1,364.83
GROUP B-5		
Step 1	33,506	1,283.75
Step 2	34,462	1,320.38
Step 3	37,130	1,422.61
Step 4	38,112	1,460.23
GROUP B-6		
Step 1	35,253	1,350.69
Step 2	36,209	1,387.32
Step 3	38,930	1,491.57
Step 4	39,961	1,531.07
GROUP S-3		
Step 1	22,179	877.20
GROUP S-4		
Step 1	25,173.76	964.51
GROUP C-2		
Step 1	25,228	966.59
Step 2	25,890	991.95
Step 3	26,573	1,018.12
Step 4	27,277	1,045.10
GROUP C-3		
Step 1	27,277	1,045.10
Step 2	27,995	1,072.61
Step 3	28,734	1,100.92
Step 4	29,491	1,129.92
GROUP C-4		
Step 1	29,491	1,129.92
Step 2	30,270	1,159.77
Step 3	31,070	1,190.42
Step 4	31,892	1,221.92
GROUP C-5		
Step 1	31,892	1,221.92
Step 2	32,730	1,254.02
Step 3	33,594	1,287.13
Step 4	34,480	1,321.07
GROUP C-6		
Step 1	34,480	1,321.07
Step 2	35,392	1,356.02
Step 3	36,325	1,391.76

Step 4	37,282	1,428.43
GROUP C-7		
Step 1	37,282	1,428.43
Step 2	38,266	1,466.13
Step 3	39,276	1,504.83
Step 4	40,313	1,544.56
GROUP C-8		
Step 1	40,313	1,544.56
Step 2	41,377	1,585.33
Step 3	42,470	1,627.20
Step 4	43,588	1,670.04
GROUP C-9		
Step 1	43,588	1,670.04
Step 2	44,740	1,714.18
Step 3	45,919	1,759.35
Step 4	47,130	1,805.75
GROUP CO-7		
Step 1	34,851	1,335.31
Step 2	36,276	1,389.90
Step 3	37,701	1,444.50
Step 4	39,126	1,499.09
Step 5	40,551	1,553.69
Step 6	41,976	1,608.28
Step 7	43,401	1,662.88
GROUP CO-6		
Step 1	29,476	1,129.34
Step 2	30,719	1,176.97
Step 3	31,962	1,224.60
Step 4	33,205	1,272.23
Step 5	34,448	1,319.87
Step 6	35,692	1,367.50
Step 7	36,935	1,415.13
GROUP CO-3		
Step 1	22,047	844.73
Step 2	22,851	875.53
Step 3	23,655	906.33
Step 4	24,459	937.13
Step 5	25,263	967.93
GROUP D-1		
Step 1	39,324	1,506.67
Step 2	41,369	1,585.02
Step 3	43,414	1,663.37
GROUP D-2		
Step 1	45,465	1,741.95
Step 2	47,510	1,820.31
Step 3	51,602	1,898.66

GROUP D-3		
Step 1	51,602	1,977.09
Step 2	53,647	2,055.44
Step 3	55,692	2,133.79
GROUP C		
Probationary	36,468	1,397.24
GROUP C-A		
Step 1	40,216	1,540.84
Step 2	41,705	1,597.89
Step 3	43,194	1,654.94
GROUP C-B		
Step 1	44,684	1,712.03
Step 2	46,173	1,769.08
Step 3	47,662	1,826.13
GROUP C-C		
Step 1	49,150	1,883.14
Step 2	50,639	1,940.19
Step 3	52,128	1,997.24
GROUP MS-3		
Minimum	46,040	1,763.98
Standard	52,720	2,019.92
GROUP N-TS-1		
Step 1	36,239	1,388.47
Step 2	37,822	1,449.12
Step 3	39,475	1,512.45
Step 4	41,200	1,578.54
GROUP N-TS-2		
Step 1	37,822	1,449.12
Step 2	39,475	1,512.45
Step 3	41,200	1,578.54
Step 4	43,000	1,647.51

* See Appendix K - Negotiated Settlements

CUPE PRODUCT10N - NEW SALARY SCALES

(Based on 38.75 hours)

	ANNUAL	BI-WEEKLY
GROUP C-2	24,440	936.38
Step 1	25,081	960.96
Step 2	25,743	986.31
Step 3	26,425	1,012.44
Step 4		
GROUP C-3		
Step 1	26,452	1,012.44
Step 2	27,120	1,039.09
Step 3	27,836	1,066.52
Step 4	28,569	1,094.61
GROUP C-4		
Step 1	28,569	1,094.61
Step 2	29,324	1,123.53
Step 3	30,099	1,153.22
Step 4	30,895	1,183.73
GROUP C-5		
Step 1	30,895	1,183.73
Step 2	31,707	1,214.83
Step 3	32,544	1,246.90
Step 4	33,403	1,279.79
GROUP C-6		
Step 1	33,403	1,279.79
Step 2	34,286	1,313.64
Step 3	35,190	1,348.27
Step 4	36,117	1,383.79
GROUP C-7		
Step 1	36,117	1,383.79
Step 2	37,070	1,420.31
Step 3	38,049	1,457.80
Step 4	39,053	1,496.29
GROUP C-8		
Step 1	39,053	1,496.29
Step 2	40,084	1,535.78
Step 3	41,143	1,576.35
Step 4	42,226	1,617.85
GROUP C-9		
Step 1	42,226	1,617.85
Step 2	43,342	1,660.61
Step 3	44,484	1,704.37
Step 4	45,657	1,749.32

ARTICLE "LTF" (U: XX)
LONG TERM FREELANCERS

LTF.1

The Corporation acknowledges that Long Term Freelancers (LTF's) are represented by CEP and covered by this Agreement.

LTF.2

The Corporation may continue with its existing freelance contracts until such time as it deems they are no longer necessary or until such time as the freelancer terminates his/her contract with the Corporation.

ARTICLE "MCS" (U:44)

MAINTENANCE CAREER STRUCTURE

The parties agree that the purpose of this structure, classifications and wage groupings defined herein, is to provide opportunity for career development, adequate compensation for the required skills, and a comprehensive related training program with emphasis for advancement based on ability and recognition of the need to develop skills in order to successfully deal with changes brought about by advancing technology.

THE STRUCTURE

The following is the structure:

Group A	- Maintenance Technologist
Group B	- Senior Maintenance Technologist
Group C	- Systems Technologist
Group D	- Consulting Technologist

ELIGIBILITY (to appear before a Selection Board)

All candidates must write the appropriate exam and failure on any required exam will make a candidate ineligible to appear before a Selection Board/Review Panel and ineligible to rewrite **an exam** for a period of six (6) months.

All candidates must have the qualifications listed below:

Group A - Maintenance Technologist

- Must possess at least a two (2) year Post-Secondary technologist diploma from a recognized college in an appropriate discipline or its equivalent **as** determined by the Corporation.
- Every eligible candidate must write an entrance exam and a pass mark of 60% is required on the entrance exam to appear before a Selection Board.

Group B - Senior Maintenance Technologist

The candidate:

- Must have a total of three (3) years of practical and relevant experience, one (1) of which must have been in the CBC **as** a Maintenance Technologist.
- His/her most recent performance appraisal, when applicable, must have been "satisfactory" or better.
- Must pass a written Corporate exam according to established standards.
- A Group A Maintenance Technologist will, following review of qualifications by a Panel similar to that described under "Progression Procedures", be promoted to Group B within his/her respective Specialization Area, without the necessity of posting(s), **as long as** the candidate meets all the conditions outlined above.

Group C - Systems Technologist

The candidate:

- Must have a total of seven (7) years practical and related experience, two (2) of which must have been in the CBC **as** a Senior Maintenance Technologist.
- His/her most recent performance appraisal, when applicable, must have been "satisfactory" or better.
- Must pass a written Corporate exam according to established standards.

The final selection will be by a Selection Board.

Group D - Consulting Technologist

The candidate:

- Must have a total of ten (10) years of practical and relevant experience, one (1) of which must have been in the CBC **as** a Systems Technologist.
- His/her most recent performance appraisal, when applicable, must have been "satisfactory" or better.
- Must pass a written Corporate exam according to established standards.

The final selection will be by a Selection Board.

ASSIGNMENT

Training

- Must be a-Group B Senior Maintenance Technologist with a total of five (5) years of practical and relevant experience.
- His/her most recent performance appraisal must have been "satisfactory" or better.

Employees to be appointed to this function will be evaluated in terms of their training and related skills. Management may revoke this appointment at its discretion.

Coordinating Technologist

- Must be at least a Group B Senior Maintenance Technologist within the Corporation.
- His/her most recent performance appraisal must have been "satisfactory" or better.
- Employees to be appointed to this function will be evaluated in terms of their coordinating and related job skills.

Management may revoke this appointment at its discretion.

Plant Technologist

- Must be at least a Group B Senior Maintenance Technologist within the Corporation.
- His/her most recent performance appraisal must have been "satisfactory" or better.
- Employees to be appointed to this function will be evaluated in terms of their coordinating and related job skills.

Management may revoke this appointment at its discretion.

TRIAL PERIOD

Corporation employees **who** enter into or are promoted within the Maintenance Career Structure or employees transferring between Specialization Areas may be, subject to a trial period of up to six (6) months. Should the employee not be satisfied with the job or if the employee is not to be confirmed in the job he/she may return to his/her former classification at his/her previous rate of pay.

PROBATIONARY PERIOD

All new employees hired into the Maintenance Career Structure shall be probationary employees for a period of one (1) year. During the probationary period Article D need not apply and the Corporation may release the employee at **any** time.

EXAMS

Exams will be made available to eligible applicants for a posted position. In addition, Group B exams will be available **twice** a year (i.e. April and October). Those who write exams will be advised **of** the results and for those who pass, accreditation will be valid for a two **(2)** year period.

Failure on **an** exam will make a candidate ineligible to rewrite that exam for a six **(6)** month period. A Group C or Group D Technologist, chosen by the Union, will be a member of each exam sub-committee (one (1) per specialization committee). The Corporation agrees to underwrite all costs **of** the Union members on this Committee. Further, it is agreed that Maintenance Technologists and Systems Technologists will be encouraged to submit **exam** questions.

PROGRESSION PROCEDURES

Candidates will be promoted **from** within the Maintenance Career Structure. However, at the C and D level, if no employee applies, or if no applicant is qualified, the Union will give due consideration to requests from the Corporation to waive the requirements for Corporation service **as** detailed under eligibility requirements. If such a waiver is given, the Corporation must repost the position internally, noting the reduced eligibility requirements, after which, if no qualified employee applies or if no applicant is qualified, external candidates may be considered.

Senior Maintenance Technologist - Group B

The B level exam is composed of two (2) parts.

Part 1: Core - Advanced theory

This part is common to Radio, Television and Transmitters.

Part 2: Specialization Areas

One of: -Radio
-Television • (questions on areas of assignment)
-Transmitters

In other areas (e.g. Combined Stations), candidates will be given a special exam with questions from the appropriate Specialization Area(s). If the candidate passes, he/she will be accredited for the Specialization Area(s) covered.

For progression to Group B, a 60% **pass** mark is required on each of the core and specialization parts.

The candidate must pass the exam prior to appearing before a Review Panel. The Panel will review deficiencies identified on the exam and may discuss the employee's career aspirations with the aim of being assured that the candidate understands and accepts his/her new "B" level responsibilities and will discharge them in the professional manner required.

Systems Technologist - Group C

The questions on the exam comprise theory questions, design questions and questions on all aspects of his/her Specialization Area(s). A pass mark of 60% is required in order to appear before a Selection Board.

Consulting Technologist - Group D

The exam is the same as that written by C level candidates. The same conditions and content apply with the exception that a pass mark of 70% is required in order to appear before a Selection Board.

PENALTY WAIVER - GROUPS C AND D

Systems and Consulting Technologists will generally be on a self-assigning basis and will generally determine their hours of work and the taking of meals as per the provisions of Article SA. Local practice will determine guidelines for pre- or post-authorization of extra hours. All other provisions of the Collective Agreement apply as written.

In the event that Systems and Consulting Technologists are required to work in situations where the hours of work are determined directly or indirectly by others, the employees would be entitled to all the normal provisions of the Collective Agreement.

INTER-SPECIALIZATION AREA TRANSFERS

When a Technologist wishes a permanent switch between Specialization Areas, the selection process will be adhered to. Candidates will be interviewed by a Selection Board and exams will be required to be written except that, at the B level, a Senior Maintenance Technologist will not be required to write the core part of the exam and, at the A level, no further entrance exam is required.

UPGRADING

If a Senior Maintenance Technologist/Systems Technologist is temporarily assigned work of a higher classification and is verbally advised at the time of assignment of his/her temporary upgrading for a specific project, there is no requirement to have passed the appropriate exam for the higher classification.

However, if a Senior Maintenance Technologist/Systems Technologist is temporarily assigned, and is verbally advised at the time of assignment of the need to perform work in a higher classification on a replacement basis, then he/she must have passed the appropriate exam for the higher classification.

It is agreed that a Group A Maintenance Technologist may work alone Without upgrading and that Article A.4.1 will not apply to Group A Maintenance Technologists unless they are upgraded to Group C or D or to perform work in a higher salary level in a function outside the Maintenance Career Structure.

MAINTENANCE OF PERFORMANCE STANDARDS FOR GROUPS C AND D

One of the principal advantages **of** having a professional career structure for maintenance technologists is that it **allows** for people with high technical skill and knowledge to be employed effectively at work requiring those talents and to be compensated accordingly. **An** equally important aspect of such a structure is that, by its very existence, it provides an incentive for employees to seek to improve their skills and knowledge for purposes of advancement since a viable and clearly visible avenue for progression is available.

It **has** been recognized by the parties that the career and motivational potential of the structure would be seriously compromised if people at Group C and D levels had guaranteed tenure at their levels, irrespective of the quality of their performance. Indeed, the Group C and D level Technologists are chosen for their leadership, judgment, initiative and consultative skills, as well **as** for their high level of technical knowledge and skill. They are looked to for guidance, standards and quality control and must, of necessity, enjoy the respect of their co-workers. Therefore, should their performance fall below an acceptable level, there must exist some mechanism by which they may be encouraged to return to full productivity or, failing that, be reassigned to a **job** at a level more consistent with their performance. Additionally, such reassignment would allow for the promotion of another qualified person.

Supervisors are responsible for setting performance standards and ensuring that they are met. Should a supervisor as part of a performance appraisal, find clear indications of a deterioration in the performance of a member of his/her maintenance staff he/she will take all possible measures to encourage the employee in question to return to the required level of performance. Such measures shall include:

Discussion and verbal warning:

When an employee begins to exhibit a pattern of unsatisfactory performance, the supervisor shall discuss the matter frankly and objectively with him/her. The supervisor must be prepared to illustrate the performance deficiencies with specific incidents and must clearly indicate what is expected in terms of acceptable performance. Any areas of misunderstanding or lack of information should be clarified. Any reasonable assistance the employee requires to overcome his/her performance problem will be made available. Finally, a specific time frame, not to exceed three (3) months, should be established during which the employee's performance will be expected to improve to the required level.

Formal Documented Interview:

If at the expiration of the period set out in the discussion, the employee's performance has not improved to the desired level, the supervisor should arrange for a formal interview to discuss the employee's performance. The employee will be advised that he/she may bring a third party to this interview. Normally a representative of the Human Resources Department will also be present to ensure that issues relating to performance and improvement are discussed objectively and clearly understood, and that all efforts are directed toward assisting the employee in achieving a fully satisfactory level of performance. In the interview, the supervisor will review the relevant aspects of the employee's performance, citing specific incidents of unacceptable performance and indicating what improvement is required. The supervisor will make it clear that the current level of performance is unacceptable and that the improvement indicated must occur within a specified time frame and be maintained. Any reasonable assistance the employee requires to overcome his/her performance problem will be made available. The supervisor will confirm the results of the interview and the agreed action in writing. The time frame for improvement should not normally exceed three (3) months.

Review Board

If the performance of a Group C or D Technologist has not improved during the period specified in the written report on performance, the employee will be required to appear before a review board. **This** board will be similar in make-up to the selection board which would normally be constituted to fill Group C or D vacancies. The employee's immediate supervisor will not be a member of the review board and may be present only when the employee is present. The board will interview the employee, discuss the reported deficiencies in the performance appraisal, may within a reasonable period of time, request a Corporate exam at the appropriate level be written and then may make one of the following determinations:

- performance is satisfactory;
- employee is placed on probation for up to six (6) months;
- employee should be downgraded immediately.

The results of **this** review board will be communicated in writing to the employee by the chairperson **of** the review board.

Where probation is recommended, the employee's performance will be monitored and at the end of the specified period, the employee will again be interviewed by the review board which may make one of the following determinations:

- performance is satisfactory;
- employee should be downgraded.

Where downgrading is determined, either at the first or the second review, the employee will be given appropriate assignments. Employees may only be downgraded one group at a time, e.g. Group D to Group C, or Group C to Group B. Where a Group C or Group D Technologist is downgraded, a two (2) year period (from the date of downgrading) must lapse before the employee is allowed to reapply for a vacant position at his/her previously held level.

Salary will be frozen until the scale for the new group encompasses the current salary at which time it will be adjusted to the new scale. Employees may **only** be downgraded one group at a time - i.e., Group D to Group C or Group C to Group B.

None of the foregoing shall prevent an employee from voluntarily accepting a reclassification to a lower grouping.

TRAINING

In the Maintenance Career Structure a viable and clearly visible avenue for progression is available to all maintenance technologists.

The Senior Maintenance Technologist (B level) in this structure is the fully trained, completely competent professional capable of dealing with all equipment problems which could arise in his/her area of assignment. It is the intention that all Technologists hired or promoted into the Maintenance Career Structure have the potential to progress to this level and have the opportunity to achieve it.

Training is to improve employee performance in various areas of assignment and offer an opportunity for career development.

Hiring only those who possess the entry requirements and who pass the entry exam should ensure that all new maintenance technologists have the knowledge necessary to learn the practical aspects of the job and profit ~~from~~ internal and external training courses that may be required in the course of their development.

To ensure that employees are provided with the opportunity to acquire the necessary knowledge and skills to carry out their normal work assignments and ensure that they are given an opportunity to progress to the next level of qualification, the Corporation will provide the necessary on-the-job training, may arrange inter-Specialization Area assignments and will make available exam related reference material for Maintenance Technologists/Technologists. Further, subject to the availability of training funds, the Corporation undertakes to provide training courses to assist employees to develop their skills. On the other hand, in order to perform his/her job satisfactorily and to progress within the Maintenance Career Structure, it is the responsibility of the individual Technologist to learn the course content and/or training material and to demonstrate his/her ability and to apply it on the job. Personal effort is to be considered part of the training program and progress ~~within~~ the Maintenance Career Structure is the responsibility of each individual.

As part of the performance appraisal procedure, each employee will discuss training requirements with his/her supervisor. The outcome **of** these discussions will be entered on the employee's Performance Appraisal Form. **This** will form a basis for what training, work assignments, changes, personal study, etc., is required so that the individual may develop.

It is intended to utilize C and D level Technologists in the preparation and delivery **of** training courses and material. Further B, C and D level Technologists must make themselves available to assist and familiarize any Technologist requiring assistance.

TEMPORARY EMPLOYMENT

A. Temporary Employment

For per occasion or short term hires under 3 months, temporaries may be appointed without the need to write exams.

When the Corporation **has** a need for a temporary Technologist within the Maintenance Career Structure, the Corporation will post the position. The following will apply:

Prior to appointment, the candidate will be required to write the appropriate exam(s) and the results will be reported to the supervisor but the candidate need not attain a pass mark. Such temporary employment will not continue beyond six (6) months unless the employee rewrites and passes the appropriate exam(s).

Any candidate from outside the Structure **who** applies and is accepted in a temporary or casual position within the Maintenance Career Structure can **only** be hired at the **A** level.

ARTICLE TS

TRADES SPECIALISTS

TS.1

Based on operational requirements, the Corporation may have a need for persons with specialist skills at the journeyman level in Electrical Power and Lighting, Mechanical (including Tool and Die) trades, the number of whom will be determined by the Corporation at any given time. When the Corporation determines that it has a need for these requirements, employees who possess the appropriate Provincial Certification will be classified in this new structure as agreed in Appendix "L".

TS.2

It is recognised that it is more practical for these individuals to be trained and certified in their trades outside the Corporation.

TS.3

Employees hired or promoted into **this** structure will be paid on the following salary scale.

TS.3.1

Employees currently in the Maintenance structure will be paid according to the existing **salary** scales:

- Employees With Certification M-B
- Employees without certification M-A

TS.3.2

Employees promoted or hired into this New Structure:

- Employees with Certification TS-1
- Employees with Certification (in Lead-hand Position) TS-2

ANNUAL SALARY

STEP		TS-1	TS-2
1		\$36,239	\$37,822
2		\$37,822	\$39,475
3		\$39,475	\$41,200
4		\$41,200	\$43,000

ARTICLE "TU" (U: 35)

TEMPORARY UPGRADES

Tu.1

The Corporation **has** the right to temporarily upgrade employees to meet operating requirements, provided that such activity does not avoid the filling of a vacancy.

TU.2

Temporary needs in excess of twelve (12) consecutive weeks will be posted locally for three (3) days. The postings will contain the same information as is included in notices of vacancy for permanent work as described in Article PV (Posting of Vacancies).

TU.3

An employee shall have the right to refuse a temporary upgrade or promotion and his/her refusal shall not prejudice his/her employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign. Such assignments cannot be the subject of disciplinary measures or performance reviews.

TU.4

Employees temporarily upgraded to perform the principal functions of a higher salary group within the bargaining unit for no longer than a period of four (4) consecutive work weeks, shall receive a flat amount per shift for the duration of the upgrade according to the following:

- to a higher salary job within the entry level \$15.00
- into the generalist level \$20.00
- to a higher salary job within the generalist level \$20.00
- into the lead hand level \$25.00
- to a higher salary job within the lead hand level \$25.00
- into the specialist level \$25.00
- to a higher salary job within the specialist level \$30.00

TU.4.1

Employees assigned to work in a higher salary group within the bargaining unit in excess of four **(4)** weeks will receive for the duration of the upgrade, the step of the higher salary group closest to their current **salary** which results in an increase, computed according to the promotion formula in Article GSP. Anniversary increases will also be provided in the higher group, and time spent working on this basis will count towards the anniversary increases in the higher group.

TU.4.2

Employees performing the principal functions of a higher salary group to cover meal and break periods to a maximum of one and one **half (1 1/2)** hours a day are not eligible for an upgrade.

TU.5

Where operational requirements permit, a continuing employee who applies for a temporary promotion in his/her location shall, if he/she meets the occupational qualifications for the temporary assignment, be granted the temporary promotion.

It is agreed that, while temporary promotions do not qualify an employee for permanent positions, experience gained during such promotions will be considered relative to subjective and objective criteria. This Article TU.5 is not subject to the grievance procedure.

TU.6

During a temporary assignment to a management position none of the provisions of the Collective Agreement shall apply. The duration of the assignment will be to a period of up to two (2) years. If the employee returns to the bargaining unit, he/she will return to the same position he/she held prior to the temporary assignment and at the same salary plus any raises granted in the interim. Employees will not be obliged to accept such a temporary assignment.

ARTICLE "T" (U: 36)

TRANSFER

T.1

The Corporation shall not permanently transfer an employee from one location to another against the employee's wishes, unless the employee is in a position which was clearly indicated to the employee **as** requiring future mobility at the time of hiring or selection for the job. The Corporation shall not use the provisions of **this** Article in a capricious manner. The Corporation shall make every reasonable effort to avoid transferring an employee against **his** or her wishes.

T.2

An employee subject to a transfer against his or her wishes shall be entitled to:

- a) full discussion;
- b) the reasons, in writing, for the transfer.

T.2.1

If an employee feels a transfer is contrary to the provisions of Article T.1 the employee **has** the right of appeal under the following procedure. The grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee shall be transferred. The grievance shall be dealt with at the National level at the earliest possible time. If the grievance is not settled at the national level within two (2) calendar weeks of being filed, the grievance shall be referred to arbitration. Unless otherwise mutually agreed, the parties shall appoint a single arbitrator within fifteen (15) days of the grievance being referred to arbitration; the arbitrator shall be required to arrange to hear the grievance within five (5) days and render a decision within fifteen (15) days of the hearing conclusion. The transfer shall be suspended pending the outcome of the above procedure, although the employee may be sent on assignment to the new location should the need arise. **The** remaining arbitration provisions **as** outlined in Article GP (Grievance Procedure) shall apply to the expeditious procedures described above.

T.3

An employee whose job is moved to another geographic location shall have the right to move with the job. If the employee refuses to move, he/she will be declared redundant and Article SR (Staff Reduction) will apply.

T.4

In the event of any transfer, there shall be **no** reduction in salary or impairment of other benefits **as** a result of such transfer except when **an** employee **makes** a request in writing resulting in a transfer **from** one location to another, and to a lower group. In such circumstances, the salary may be reduced to not less **than** the top **minimum** for that lower group.

T.5

When an employee is **transferred from** one geographic location to another for a change of, assignment, he/she shall be paid all transfer and removal expenses in accordance with the provisions of the Corporation's Travel Policy and Relocation Expenses - **Canada**. However, the Corporation shall not be bound to pay such expenses for an employee **who** requests a transfer for a promotion, personal or compassionate reasons.

ARTICLE "PA" (U: 33)

PERFORMANCE APPRAISAL AND SKILLS INVENTORY

PA.1

The parties promote excellence at every level within the organization and such excellence can be accomplished through a positive, transparent performance appraisal process.

The intent of the performance appraisal is to ensure employees know what is expected, what standards and goals have to be met, and that employees are afforded opportunities to develop and perform to their full potential in their position.

It is understood the employee will be given every opportunity to meet the above as it relates to the goals and objectives jointly set.

The employee has a key role along with his/her supervisor to jointly develop the goals and objectives of his /her performance appraisal program.

The parties agree that as a general rule, the performance appraisal process will not be used as a substitute for the disciplinary process. Persons who consistently fail to meet the performance standards will have the continuation of their employment reviewed in accordance with the Performance Appraisal Final Review process set out in the hereinafter articles.

The performance appraisal process may be used to determine the awarding of performance bonuses.

PA.2

The Corporation and CEP agree to form a joint committee to devise, implement, evaluate and revise a performance appraisal system and a skills inventory system for general use. The parties will set a schedule for the completion of phases of the joint committee's work. If CMG and CUPE agree to form a joint committee relating to devising the performance appraisal and skills inventory system, CEP shall have the right to participate.

PA. 3

The joint committee will be formed upon ratification of collective agreement between the Corporation and CEP and will cease to exist eighteen (18) months after its formation. The parties can extend the life of the joint committee if they mutually agree to do so.

PA.4

The joint committee on performance appraisal and skills inventory will be made up of no more than two (2) members from CEP and representatives **from** the Corporation equal to the number of Union representatives.

FINAL REVIEW

PA.5

When an employee is not meeting the requirements of his/her job and is in continuing need of improvement to meet the requirements of the job, the employee's manager will advise the employee in writing at least five (5) working days in advance that he/she will be subject to the provisions of this article. **This** is a remedial process which at no point will be viewed **as** disciplinary. At a first meeting in this process, the manager will review with the employee the need for improvement, the duties and responsibilities of the job and what is expected of the employee. The manager will provide the employee written instruction and guidance and the opportunity to meet the requirements for the job.

It is understood that this process does not apply to an employee who **has** returned **from** sick leave with a work restriction or disability that is impacting on his/her performance on the job.

PA.5.1

The employee will have the right to have a union representative **as** an advisor during any review meeting throughout this process, if requested.

PA.6

After three (3) months a joint review will take place between the employee and her/his manager.

PA.6.1

If the employee is meeting the expected requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the review process.

PA.6.2

If the employee continues to need improvement to meet the expected requirements of the job, the employee's manager and the employee will meet **again** to review the duties and responsibilities of the job and what needs to be improved to meet acceptable requirements. **A** written joint action **plan** will be created and the employee will be given another opportunity to meet the identified requirements. Such an opportunity could include training, re-training, assignment with a mentor, re-assignment.

PA.7

A further review will occur three (3) months **from** the signing of the joint action plan in PA.6.2.

PA.7.1

If the employee is meeting the expected requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the review process.

PA.7.2

If the employee continues to need to improve to meet the expected requirements of the job at acceptable standards a further written joint action plan will be developed. **This** additional plan will not exceed another three (3) months.

PA.8

If at the end of this period the employee does not meet the requirements of the position, the following will occur.

- a) Vacancies at the same or lower **salary** level will be canvassed, if one is found and if the employee has the clear demonstrated ability to meet the requirements for the vacancy, he/she will be placed in the vacancy without a posting. In the event of a placement at a lower **salary** group, the employee will be placed on the salary scale of the lower salary group at the step closest to but not more than their existing salary step.
- b) If after the above-noted process **has** been followed and a position is found but refused, or if no position is found, the employee will be laid-off with no bumping rights, with the appropriate lay-off pay. He/she will be placed on a re-employment list and given re-employment rights for twelve (12) months **as** per Article SR.

PA.9

Once the matter has been resolved, all documents related to this process will be removed from the employee's Status and Pay file.

PA.10

The review process will not be applied to any employee more ~~than~~ once while the employee is in the same job. It is further agreed this will not be used **as** a substitute for the disciplinary process and will be used in good faith.

ARTICLE "SP (U:41)

SEVERANCE PAY

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1 2 1 1

SP.1

Upon separation **from** *staff* caused by illness, retirement or death, employees in the bargaining unit shall receive severance pay (except **as** provided for in Article S. 1.1) equivalent to:

Three (3) 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 (6) months.

SP.1.1

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

SP.1.2

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 in Article S.1. Such allowance will be paid in the same manner **as** regular salary and will be subject to deductions for the Corporation's staff benefit plans, where applicable. The period during which a Retiring Allowance is paid is called Retirement Leave and will count **as** service for the purpose of the CBC Pension Plan. Retirement Leave cannot extend beyond the normal retirement date, **as** defined in the CBC Pension Plan. Any balance remaining at that time will be paid **as** a lump **sum**.

SP.2

No severance will be paid to **an** employee who resigns, is laid off or who is dismissed for cause.

SP.3

For the purpose of calculating the entitlement to severance pay, a lay-off (if lay-off pay **has** been paid to the employee) shall constitute a break in service even though the employee may be re-employed within one year of his/her lay-off.

SP.4

The National Office of the Union shall be advised of Voluntary Severance provisions which could apply to members of the Bargaining **Unit** when they are set.

ARTICLE "R" (U:42)

RETIREMENT

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R.1

Retirement is based on age and shall take place in all categories of employment on the last working day of the month in which the employee reaches age sixty-five (65).

It is understood that other conditions of retirement shall be governed by any legislative requirements and **any** applicable Corporation policies which will be appended to **this** Agreement for informational purposes.

R.2

Managers who have been transferred to the bargaining unit **as** a result of the CLRB decision are no longer entitled to pre-retirement leave. However, those managers who presently meet the requirements for such leave and had already declared their intention to retire within three (3) years will be granted the pre-retirement leave.

ARTICLE "D" (U: 15)

DISCIPLINE

D.1

The parties agree the purpose of discipline is correction. Its primary purpose is to ensure employees perform their duties in accordance with Corporation rules, directives and regulations. It is agreed that the parties will deal with matters of discipline within ten (10) working days of the supervisor becoming aware of the incident. If the matter cannot be dealt with due to the employee's absence, the period will be extended by the length of the absence.

D.1.1

Discipline is any action taken by the Corporation concerning an employee's work or conduct, which may be detrimental to the employee's position within the Corporation. Disciplinary measures taken against employees shall be for just and sufficient cause. It is understood that all measures of discipline will be contained in the employee's **status** and pay file.

D.2

The following outlines the process which must be followed when the Corporation decides discipline is to be imposed.

D.2.1

Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting. **This** notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have a union representative from the location attend as an advisor. However, the unavailability of an advisor will not delay the meeting for more than five (5) working days from the date of notification to the employee.

D.2.2

At the meeting there shall be a full discussion between the employee, the employee's supervisor and/or other designated management representative.

D.2.3

Following this meeting, any disciplinary action that is taken shall be communicated to the employee in writing, outlining all the pertinent details and reason(s) for imposing discipline. Such written notice must be sent to the employee and action initiated within twenty (20) working days of the discussion. A copy will be sent to the local union officer. If such notice cannot be sent, or if the action cannot be initiated, due to the employee's absence, the period will be extended by the length of the absence.

D.2.4

If the twenty (20) day time limit referenced above cannot be met, it may be extended by a further ten (10) days provided the employee and the national office of the union have been notified in writing of the reason for the delay and extension.

D.2.5

If this procedure is not followed, such discipline shall not be taken and shall not become part of the employee's record or used against him/her at any time.

D.2.6

When any discipline is found to be unjustified **all** documents referring to the discipline imposed and action taken shall be removed from the employee's record and destroyed.

D.3

Management reserves the right to remove employees from the workplace, (pending a final decision) subject to Management satisfying the onus of proof that it has just and sufficient cause to do so.

D.4

There shall be no dismissal of full-time permanent continuing employees who have completed their probationary period except for just and sufficient cause.

D.5

In addition to the employee's rights under the Grievance Procedure, the employee has the right to reply in writing to any discipline imposed. The employee's reply, if received within twenty (20) working days after he/she has been given notice, shall become part of his/her record.

D.6

All documents referring to discipline shall be removed from the employee's status and pay file when the employee **has** completed twenty-four (**24**) months with no further discipline for a similar infraction(s). All documents referring to discipline shall be removed from the employee's status and pay file after thirty (30) months.

D.6.1

Upon written request, an employee may review his/her status and pay file once a year in the presence of his/her supervisor.

ARTICLE "DS" (U:14)

DISCRIMINATION

DS.1

The Corporation will not discriminate against any employee for anything said, written or done legally in furtherance of the policies and aims of the Union.

DS.2

The Corporation will not discriminate against employees with respect to sex, colour, age (subject to the Corporation's policy on retirement), disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation or political affiliation.

DS.3

Where there is an allegation that the application of the Collective Agreement has an adverse discriminatory effect on an employee, the parties agree to meet and attempt to reach a solution in accordance with the principles set out in the Federal Human Rights Legislation (e.g. reasonable accommodation).

DS.4

The Parties agree that it is essential to address problems faced by our employees with respect to workplace harassment and sexual harassment, and to deal effectively with these problems. The Corporation agrees to consult with the Union in the implementation of a new harassment policy.

ARTICLE "AC" (U:37)

AIR CREDITS

AC.1

In accordance with its current policy, the Corporation shall continue to give **air** credits to employees where, in its opinion, such credits are merited by their contribution to the program.

As a guide:

- i) an employee's name may be included in the credits **on** all broadcasts with which the employee has been involved;
- ii) when an employee is authorized by the Corporation to make a personal contribution to the program, extending beyond the normal requirements of his/her professional functions, etc., he/she may be entitled to receive **an** additional credit;
- iii) **an** employee has the right to refuse a credit.

AC.2

When requested, and where feasible, the Union seal will appear in the credits **of** television programs that are Corporation originations.

ARTICLE "OA" (U:30)
OUTSIDE ACTIVITIES

OA.1

Employees shall be free to engage in activities outside their hours of work provided:

OA.1.1

That such activities are not performed for Canadian Broadcasters, Cablecasters or CBC program partners,

OA.1.2

That without permission, no employee may exploit his/her connection with the Corporation in the course of such activities,

OA.1.3

That such activity does not adversely affect his/her work for the Corporation.

ARTICLE "S" (U:9)

SENIORITY

S.1

Corporation seniority shall be deemed to have commenced on the date of hiring by the Corporation and shall be equal to the length of continuous service. It shall relate only to the order of layoffs, re-call and the choice of annual leave periods.

S.1.1

Corporation seniority accrued by a person in another bargaining unit will be carried over by that person if and when that person becomes an employee in this bargaining unit.

S.2

Unit seniority shall be measured by the length of continuous service within the unit under this Agreement, plus service in any of the four **(4)** predecessor units which were combined when this unit was formed. It shall relate **only** to promotion and wages.

S.3

In the event an employee who has passed their probationary period is laid off or is granted leave of absence, continuity of service for purposes of Corporation and Unit seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year, or if he/she returns to the status of an employee after one (1) year has elapsed, his/her Corporation and Unit seniority upon returning shall be those which he/she had on the effective date of such lay off or leave of absence.

S.4

In *the* event an employee who has passed their probationary period is transferred to another position within the Corporation, continuity of service for purposes of Corporation and Unit seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year, or if he/she returns to the status of an employee after one (1) year has elapsed, his/her Unit seniority upon returning shall be that which he/she had on the effective date **of** such transfer, and Corporation Seniority shall be considered unbroken.

ARTICLE "SR" (U:12)

STAFF REDUCTION

SR.1

No later than six (6) weeks (including notice to employees as provided herein) prior to any reduction of staff which may bring about lay-off or separation of employees, the Corporation shall advise and discuss the matter thoroughly with the Union. Group notice of quantitative lay-offs will be in accordance with pertinent sections of the Canada Labour Code

SR.1.2

For this purpose, the Corporation and the Union shall establish a Joint Manpower Committee at the location(s) involved as required, to provide for consultation and cooperation between the parties in order to avoid and minimize any adverse effects resulting from the reduction of staff. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

SR.1.3

The parties agree to establish a National Joint Manpower Committee. The purpose of the Committee is to co-ordinate and direct the activities of the local Committees and to resolve issues referred to it from the local Committees. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

SR.1.4

Where appropriate, the parties will utilize the services of the Manpower Consultative Service of Human Resources Development Canada.

SR.1.5

The posting requirements of the Agreement shall not apply where employees are reassigned and/or relocated in accordance with Article SR.1.6, SR.2 and SR.3.

Where suitable alternative employment is available for any displaced employees, such employees designated for re-assignment and/or re-location will be given reasonable assistance to adjust to the other position.

SR.1.6

In the event of lay-off, temporary employees in each location will be released prior to lay-off of any continuing employee provided:

- i. the continuing employee possesses the occupational qualifications of the job filled by the temporary employee, and
- ii. the continuing employee is employed in the same location **as** the temporary employee to be released.

Where temporary employment can be used to delay the bumping process or the lay-off of an employee, such employee may, at Management's option, be transferred to the temporary employment, provided he/she possesses the occupational qualifications **as** described in the hiring criteria, until such time **as** the employee can again occupy a permanent position or until the temporary employment is no longer required, at which time the employee will exercise his/her rights under the Collective Agreement.

SR.1.7

The list of regions for the purpose of **this** Article shall be:

- Newfoundland Region
- Maritime Region
- Province of Ontario
- Manitoba Region
- Saskatchewan Region
- Alberta Region
- British Columbia Region
- CBC North

For the purposes of this Article, CBC North is considered to be a Region. Any affected CBC North employee exercising his/her bumping rights will first bump within CBC North and then within the Region which includes their Point of Departure. Employees whose Point of Departure **is** Montreal shall be considered **as** part of the **Ontario** Region.

SR.1.8

"Location involved" shall mean a metropolitan area including its transmitter point(s).

SR.1.9

Where employees are to be laid off, such lay-offs shall proceed in inverse order of Corporation seniority **after** the procedures concerning bumping and redeployment have been exhausted.

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SR.1.10

An employee being offered relocation or redeployment **as** provided in Articles SR.2, SR.3, TC.5, TC.7, CO.4 and CO.6 will be given fourteen (14) calendar days notice of such offer. The employee must then advise the Corporation within this period if he/she will accept the relocation. If he/she elects to relocate, he/she will have up to sixty (60) calendar days **from** the date of notification of acceptance to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within such time limits will result in the employee's name being removed from the seniority list and he/she will be considered **as** having resigned from the service of the Corporation **with** consequent loss of all rights and privileges.

SR.1.11

Continuing Corporation employees outside the bargaining unit faced with lay-off and who possess the occupational qualifications may be offered vacant positions not filled by **any** continuing employee of the bargaining unit or any employee of the bargaining unit eligible for re-engagement.

Protected Status

SR.2

No employee, **as** defined in Article DE, who **was** on staff **as** of December 1, 1983 and is still an employee-as of the date of the signing of this Agreement will be laid off, separated or suffer a reduction in **salary** during the **term** of this Agreement because of a reduction of staff except where an employee with Protected **Status**:

- i. refuses to be transferred to a vacant position within the bargaining unit, in his/her location or region, (**as** defined in Article SR.1.7) or to any other location in the Corporation where there is a vacant position in the bargaining unit for which he/she possesses the occupational qualifications for the job **as** described in the selection criteria, with reasonable assistance to be provided, or
- ii. refuses to bump another employee in the bargaining unit at his/her location or in any other location in the region in a position, for which he/she possesses the occupational qualifications for the job **as** described in the selection criteria, with reasonable assistance to be provided, following the procedures outlined in Article SR.2.1, or
- iii. refuses temporary employment in a position, for which he/she possesses the occupational qualifications for the job as described in the selection criteria, in the location involved,
- iv. refuses to accept a forced bump **of** another bargaining unit employee designated by the Corporation in any region in Canada starting at the adjacent region(s),

the employee will be laid-off from the Corporation in accordance with Article SR.2.2

SR.2.1

Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless he/she possesses the occupational qualifications as described in the selection criteria with reasonable assistance and/or training within the trial period to adjust to the other position. Redeployment and bumping will occur in the following order:

- i. redeployment to a vacant position in the bargaining unit at his/her location;
- ii. bumping the most junior employee in the applicable same or lower classification in the bargaining unit at his/her location;
- iii. redeployment to a vacant position in the bargaining unit at another location in the region;
- iv. bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region;
- v. redeployment to a vacant position in the bargaining unit in any other location in the Corporation;
- vi. forced bump to any location in the Corporation, at the Corporation's discretion starting at the adjacent region(s).

SR.2.2

If a protected employee is laid-off in accordance with Article SR.2, Article TC.9, Article CO.8, he/she shall receive at least four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and a separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will be deemed to have resigned from their employment with the Corporation.

SR.2.2.1

It is understood that where no forced bump is available anywhere within the Corporation, the employee will be laid off and shall receive four (4) weeks notice of separation or four (4) weeks pay in lieu of notice of separation and separation allowance in a lump sum equal to one (1) weeks pay for each three (3) months of service or major portion thereof with the Corporation to a maximum amount equal to twenty-four (24) months salary and will have right of recall for twelve (12) months.

SR.2.3

Any protected employee who has resigned **from** their employment and is subsequently re-hired by the Corporation, will have lost their protected **status**.

SR.2.3.1

In the event that an employee is laid-off for a second or subsequent time, the amount of lay-off pay shall be one (1) week's *salary* for each six (6) months of continuous service or major portion thereof with the Corporation following re-engagement.

Non-Protected Status

SR.3

An employee who has completed his/her probationary period but is not personally protected by virtue of Article SR.2 may be subject to lay-off, separation or suffer a reduction in salary in accordance with this Article SR.3.

SR.3.1

Redeployment and bumping shall first be made in order of Corporation seniority in accordance with the process outlined below. However, no employee is to be bumped by **an** employee with more Corporation seniority unless the latter possesses the occupational qualifications **of** the job as described in the selection criteria, with reasonable assistance to be provided. No employee is to be redeployed to a vacant position unless he/she possesses the occupational qualifications **as** described in the selection criteria with reasonable assistance to adjust to the other position. Redeployment and bumping will occur in the following order:

- i. redeployment to a vacant position in the bargaining unit at his/her location;
- ii. bumping the most junior employee in the applicable same or lower classification in the bargaining unit at his/her location;
- iii. redeployment to a vacant position in the bargaining unit at another location in the region;
- iv. bumping the most junior employee in the applicable 'same or lower classification in the bargaining unit in the region;

SR.3.2

If the employee is unable to be redeployed to a vacant position or to bump another employee **as** provided above, he/she shall be laid off with recall rights for twelve (12) months following the date of lay-off.

SR.3.3

If **an** employee refuses to be redeployed to a vacant position, refuses to bump another employee or refuses temporary employment at the location **as** provided above will be laid off without recall rights and shall receive lay-off pay equal to one (1) week's pay for each six (6) months of **service** or major portion thereof with the Corporation..

SR.3.4

Employees who came on staff after December 1, 1983 and who have completed their probationary period and are subject to a lay-off shall receive at least four (4) weeks notice of lay-off or four (4) weeks equivalent pay in lieu of notice and lay-off pay equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

SR.3.5

In the event that **an** employee is laid-off for a second or subsequent time, the amount of lay-off pay shall be one (1) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation following return from the previous period of lay-off.

Trial Period

SR.4

All employees who are redeployed or who bump will be required to complete a trial period of not longer than three (3) months.

SR.4.1.

An unprotected employee who fails to successfully complete a trial period will be laid off without right of recall and shall receive a separation allowance in a lump **sum** equal to one (1) week's pay for each six (6) months of continuous service or major portion thereof with the Corporation. Additionally, during the notice period the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

SR.4.1.1

A protected employee who fails to successfully complete a trial period will be laid **off** with right of recall for twelve (12) months and shall receive a separation allowance in a lump sum equal to one (1) week's pay for each three (3) months of continuous service or major portion thereof **with** the Corporation.

Re-engagement of Employees

SR.5 - Continuing Employment

SR.5.1 Notice

When continuing work becomes available, the vacancy will be made available to employees of the bargaining unit who possess the occupational requirements (**as** described in the selection criteria) of the vacant position, based on Corporation seniority, in the following order:

- i. to employees with protected **status** who bumped, were bumped, or were redeployed to another position at a lower level **within his/her** location,
- ii. to other employees who bumped, were bumped, or were redeployed to another position at a lower level **within his/her** location,
- iii. to employees who chose temporary employment under Article SR.6,
- iv. to employees who continue to retain recall rights,
- v. to persons outside the bargaining unit.

SR.5.2 Offer Goes To

Subject to the provisions of Article SR.5.1 above, a re-engagement offer shall be sent to all qualified employees by order of Corporation seniority.

SR.5.3 Recall Rights

i. Refusal

Should an employee, who was offered a position for which he/she is qualified at his/her location at the same **salary** level as he/she previously had, refuse such **an** offer, all recall rights are lost and they shall be deemed to have resigned from the Corporation.

ii. Failure to Answer

Should a notified employee fail to answer the notice of vacancy within three (3) working days of receipt of notice, all recall rights are lost and they shall be deemed to have resigned from the Corporation.

iii. Failure to Report

Should a notified employee who **has** accepted a job offer fail to report to work **within** the stipulated time limits, all recall rights are lost unless the employee was unavailable for bona fide reasons.

iv. Rights Maintained

Recall rights will be maintained if **an** employee refuses a job offer at a lower group level **than** he/she previously held.

v. Refusal at Another Location

Should a notified employee refuse a position at his/her former salary level in a location other than the one from which he/she was laid-off, his/her name will be removed from the recall list for that location.

SR.5.4 Re-engagement - One (1) Year

Re-engagement notices shall continue to be offered to all employees listed in Article SR.5.1 no longer than twelve (12) months from the date of bumping or redeployment (except for employees on LTD, STD, Parental and Child Care Leave, or Workers Compensation, for whom the twelve (12) month re-engagement period commences at the time they return from the respective leave).

SR.5.5 Recall Definition

Recall will be local, regional, national, **as** follows:

- i. locally -all positions within a Corporation location at the Entry level;
- ii. regionally-all Corporation locations within a region **as** defined in Article SR.1.7- all positions at the Generalist level;
- iii. nationally-(all locations in Canada) all positions at the Specialist or Lead Hand level.

SR.5.6 No Persons from Outside the **Bargaining Unit**

No persons from outside the bargaining unit can be employed in **the** unit until all employees **as** listed in Article SR.5.1 have had the opportunity to exercise their right of reinstatement.

SR.5.7 Notice of Recall

Notice of recall shall be sent to all qualified employees listed in Article **SR.5.1**.

SR.5.8 Receipted Mail

A registered letter or receipted mail will be sent to all laid-off employees who are qualified. **An** internal letter (signed for by the employee) shall be sent to employees still on staff. Time limits start only from the day after the employee signs that he/she has received the notice.

SR.5.9 Local Joint Manpower Committee Role

The Local Joint Manpower Committee will prepare a list of employees noting their skills and qualifications, Corporation seniority and latest address, and will keep it updated. The Local Committee shall also determine at which location(s) employees would wish to be recalled. It shall be the responsibility of the employee to inform the Local Joint Manpower Committee of any change in address.

SR.5.10 Seniority

The right of acceptance/refusal shall be in order of Corporation seniority.

SR.5.11 Time Limits to Reply

Employees have until the close of business of the third (**3rd**) working day after the signed receipt of the recall notice (excluding the day **of** receipt) to advise the Corporation if they wish to be considered for recall.

SR.5.12 Time Limits to Report for Work

Employees **who** accept a recall must report within thirty (30) calendar days from the date of acceptance unless alternate arrangements are agreed mutually by the employee and the Corporation.

SR.5.13 Relocation Expenses

Employees accepting employment at another location will be paid relocation expenses **as** per Article SR.7.

SR.5.14 Union Notification

The Union, at the Local and National Level, will be copied on all permanent employment offers and confirmation of permanent employment.

SR.5.15 Salaries

Except for those employees protected by virtue of Article SR.2, salary on recall will be on the basis of the step in salary scale of the job offered which recognizes the employee's unit seniority if the employee has one (1) year or more of Corporation seniority; otherwise, the employee may be recalled at the hiring rate **of** the job he/she is offered.

Temporary Employment

SR.6 Temporary Employment (Within Location)

Temporary employment that can be planned in accordance with the time frames **as** spelled out in Articles SR.5.11 and SR.5.12, such **as** seasonal programs, vacation relief, Parental and Child Care Leave, or other planned projects, will be made available and employees notified as per the same conditions and provisions **as** for permanent positions **as** listed above.

SR.6.1 Relocation Costs

The Corporation shall not be required to pay any relocation costs for temporary employment.

SR.6.2 Refusal Does Not Limit Rights

Refusal for temporary work shall not deprive employees of recall rights for permanent work.

SR.6.3 Local List

The local Joint Manpower Committee will establish a list of those employees with qualifications who would be interested in temporary work. **This** list will be used **as** a source of candidates for temporary work (planned and/or short notice). The local Joint Manpower Committee will update all lists on a monthly basis.

SR.6.4 Employees to Advise Preference

Employees in other locations will be eligible to state preference for temporary work in accordance with the group level which is available through the local, regional, national notice concept, as spelled out above. The local Human Resources Office will forward their name to the appropriate Human Resources Office for addition to the local list (e.g. vacation relief positions).

SR.6.5 No Person from Outside the Bargaining Unit

No person from outside the bargaining unit shall be placed in such employment until all employees whose name appears on the list referred to in Articles SR.6.3 and SR.6.4 have been given the opportunity to exercise their right to such temporary work.

SR.6.6 Short Notice Temporary Work

Short notice temporary work that cannot be planned in advance, in accordance with the time frames as in Articles SR.5.11 and SR.5.12 will be offered in the following manner:

1. Employees Interested

All employees interested in temporary work will advise their local Human Resources Office of their area(s) of interest based on qualifications.

ii. Employee Notification

Management will contact qualified employees in order of Corporation seniority as determined by the Joint Manpower Committee's Corporation seniority list.

iii. Union Notification

The Local Union will be copied on all confirmations of employment. Furthermore, the Local Union shall be notified of any refusal or inability to contact an employee.

Relocation Expenses

SR.7

When an employee relocates in accordance with the provisions of this Article, the employee and his/her immediate family shall be paid relocation expenses by the Corporation in accordance with the following provisions of Human Resources Policy - Relocation Expenses:

- House hunting trip
- Removal of household effects
- Transportation and travel accommodation

NOTE:

Except where temporary employees are referred to specifically, it is agreed that the term "employee" or "employees" used throughout Article SR shall mean full-time continuing employees of the Corporation within the bargaining unit.

ARTICLE "DW"

DOWNSIZING AND IMPACT ON WORKFORCE REORGANIZATION

DW.1

The Parties recognize that **as** a result of serious budgetary compressions, CBC's workforce will be considerably smaller. The Parties further recognize that **as** a result of changes made to the Jurisdictional provisions of this article, some of those workforce reductions in this Bargaining Unit will be indirectly caused by members of other Bargaining Units ability to do work within the Jurisdiction of **this** Unit. The Parties are unable to quantify the scope of those reductions in the near term.

Therefore, the parties agree to the following:

- a) The Corporation will use its best efforts to provide opportunities for training and development necessary for employees in the CEP Unit to have **as** much access **as** possible to any jobs which may remain and which are made up of some proportions of work from two (2) or more Units.
- b) The Corporation will provide, for any layoffs whose effective date is April 1, 1997 or earlier, and which are not covered by Article CO or TC, a special training allowance equal to one (1) week's pay for each year of service for any unprotected member.

DW.2

For layoffs subsequent to April 1, 1997, where it **can** be clearly demonstrated that an employee has lost his/her position as a direct result of cross-skilling, he/she will be entitled to one (1) additional week salary for each continuous year of service with the Corporation, as a training allowance in addition to layoff pay for any affected unprotected member **as** provided for in the appropriate articles, and administered in the same manner **as** in articles CO and TC, **with** the same redeployment and bumping requirements and rights.

ARTICLE "TC" (U:13)

TECHNOLOGICAL CHANGE

TC.1

Technological change means the introduction by the Corporation into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business and a change in the manner in which the Corporation carries on the work undertaking or business that is directly related to the introduction of that equipment or material.

TC.2

Where the Corporation proposes to effect a technological change that is likely to affect the terms and conditions of employment of a significant number of employees to which this collective agreement applies, then the Corporation shall give notice to the union at least one hundred and twenty (120) days prior to the introduction of new equipment or material different in nature or kind ~~than~~ that previously utilized.

Such notice referred to above shall contain:

- the nature of the technological change;
- the date on which the Corporation proposes to effect the technological change;
- the approximate number and type of employees likely to be affected by the technological change;
- the effect that the technological change is likely to have on the terms and conditions, or security of employees affected.

TC.3

The parties agree that Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this collective agreement.

TC.4

The following steps are intended to assist employees affected by any technological change.

After notice as per clause TC.2 is given, the **parties** shall meet and discuss the technological change with a view to minimize or avoid adverse effects and to discuss options to assist employees who are affected by technological change to adjust to any adverse effects associated with such technological change.

The parties shall also discuss a number of possible alternatives for affected employees which can include:

- retraining;
- reassignment and/or relocation to an available position.

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When such reassignment or relocation is required, the posting provisions of the collective agreement shall not apply.

TC.5

Affected employees shall first have **an** opportunity to be redeployed in order of Corporation **seniority** in accordance with the process outlined below. However no employee is to be redeployed to a vacant position unless he/she possesses the occupational qualifications of the job **as** described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i. redeployment to a vacant position in the bargaining unit at his/her location;
- ii. redeployment to a vacant position in any other bargaining unit at his/her location;
- iii. redeployment to a vacant position in the bargaining unit at another location in the region;
- iv. redeployment to a vacant position in any other bargaining unit in the region;
- v. redeployment nationally to a vacant position in the bargaining unit;
- vi. redeployment nationally to a vacant position in any other bargaining unit.

Such offer for redeployment shall be made according to the process provided in Article SR.1.10.

TC.6

If an employee is unable to be redeployed to a vacant position he/she shall bump in order of Corporation seniority. However no employee is to be bumped by **an** employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job **as** described in the selection criteria, with reasonable assistance to be provided. Bumping will occur in accordance with the process outlined below:

- i. bumping the most junior employee in the applicable same or lower classification in the bargaining unit at his/her location;
- ii. bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region.

TC.7

At any time during this process the Corporation may offer the employee an alternative position that may require training. Such redirection would be to a position for which the employee does not possess the occupational qualifications **of** the job **as** described in the selection criteria.

The Corporation will provide training **and/or** assistance to help the employee to adjust to such a career change. The employee has the right to refuse such an offer of special redirection.

TC.8

If an employee, who is not protected by virtue of Article SR.2, is unable to be redeployed to a vacant position, or to bump another employee, or refuses **an** offer of special redirection **as** provided above, the employee may choose either of the following:

- i. He/she shall be laid **off** and receive at least four **(4)** weeks notice of technological change or four **(4)** weeks equivalent pay in lieu of notice and a separation allowance equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation.

The employee will have recall rights for twelve **(12)** months following the date of layoff. If, during the twelve **(12)** month period, the employee chooses to waive his/her recall rights he/she will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

In any case, the educational funding will be available at the conclusion of the twelve (12) month recall period; or

- ii. He/she shall resign from the Corporation and receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one (1) week's pay for each six (6) months of service or major portion thereof with the Corporation.

In addition, the employee will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

TC.9

If **an** employee, who is protected by Virtue of Article SR.2, refuses to be redeployed to a vacant position, or to bump another employee, or refuses **an** offer of special redirection **as** provided in TC.7, the employee will be laid off in accordance with Article SR.2.2.

Such employee will not be eligible for educational funding of one (1) week per year of service.

TC.10

Employees who accept retraining, reassignment or relocation may be subject to a trial period up to a total of twelve (12) months.

TC.10.1

If **an** employee fails during the trial period, he/she will be declared redundant and dealt with in accordance ~~with~~ Article SR.

TC.11

The parties agree to expedite the joint committee process at the Local and National levels to deal ~~with~~ technological change. Decisions regarding redeployment, bumping and layoff of employees affected by technological change ~~will~~ have been completed by the end of the **six (6)** month period following the notice of technological change to the Union.' **This** process may be extended by the mutual agreement of the parties.

TC.12

Where appropriate, the parties will utilize the services of the **Labour** Markets Services of the Federal Department of Employment and Immigration.

ARTICLE "CO"

CONTRACTING OUT

CO.1

As limited by Article J.3, the Corporation undertakes to consult with the Union by way of the National Joint Committee on the potential outsourcing of any activities which will result in the layoff of employees. It is agreed the Corporation has the right to make the final determination and this consultation will not impede the decision process. **This** consultation is with the view to giving the Union **an** opportunity at the earliest stage **as** practicable to:

- a) obtain information on the Corporation's objectives, the nature of the activities and the estimated number of employees, by location, affected by outsourcing;
- b) provide alternatives to the Corporation in areas of cost reduction, operational efficiencies and conditions of employment in order to achieve the stated objectives.

It is also understood that information shared at such meetings will be held in confidence, not to be shared with anyone outside the consultation process.

CO.2

When the Corporation has determined that it has a requirement to contract out any work within the jurisdiction of this CEP bargaining unit, as described in Article J.3, the Corporation will provide the **Union** with **as** much notice **as** possible.

As part of any negotiation with a supplier to provide a contracted service, the Corporation will provide **an** opportunity for the contractor to consider bargaining unit employees for employment with the contractor. Agreements that provide job opportunities for employees will be included in the written documentation between the Corporation and the contractor.

CO.3

Any employee who has completed his/her probationary period, and has been selected for employment by the contractor, will resign from the Corporation. The employee will receive at least four **(4)** weeks notice of redundancy or four **(4)** weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each six **(6)** months of service or major portion thereof with the Corporation.

CO.4

Should an employee be unable or choose not to be engaged by the contractor, he/she shall first have an opportunity to be redeployed in order of Corporation seniority in accordance with the process outlined below. However no employee is to be redeployed to a vacant position unless he/she possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Redeployment will occur in the following order:

- i. redeployment to a vacant position in the bargaining unit at his/her location;
- ii. redeployment to a vacant position in any other bargaining unit at his/her location;
- iii. redeployment to a vacant position in the bargaining unit at another location in the region;
- iv. redeployment to a vacant position in any other bargaining unit in the region;
- v. redeployment nationally to a vacant position in the bargaining unit;
- vi. redeployment nationally to a vacant position in any other bargaining unit.

Such offer for redeployment shall be made according to the process provided in Article SR.1.10.

CO.5

If an employee is unable to be redeployed to a vacant position he/she shall bump in order of Corporation seniority. However no employee is to be bumped by an employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Bumping will occur in accordance with the process outlined below:

- i. bumping the most junior employee in the applicable same or lower classification in the bargaining unit at his/her location;
- ii. bumping the most junior employee in the applicable same or lower classification in the bargaining unit in the region.

CO.6

At any time during this process the Corporation may offer the employee **an** alternative position that may require training. Such redirection would be to a position for which the employee does not possess the occupational qualifications of the job **as** described in the selection criteria.

The Corporation will provide training and/or assistance to help the employee to adjust to such a career change. The employee has the right to refuse such an offer of special redirection.

CO.7

If the employee, who is not protected by virtue of Article SR.2, is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection **as** provided above, the employee may choose either of the following:

- i. He/she shall be laid off and receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice and a separation allowance equal to one week's pay for each **six (6)** months of service or major portion thereof **with** the Corporation.

The employee will have recall rights for twelve (12) months following the date of layoff. If, during the twelve (12) month period, the employee chooses to waive his/her recall rights, he/she will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

In any case, if the employee has not been recalled, the education funding will be available at the conclusion of the twelve (12) month recall period.

- ii. He/she shall resign **from** the Corporation and receive at least four (4) weeks notice of redundancy or four (4) weeks equivalent pay in lieu of notice **and** a separation allowance equal to one week's pay for each six (6) months of service or major portion thereof with the Corporation.

In addition, the employee will immediately receive educational funding equal to one (1) week's salary per completed year of service or major portion thereof.

CO.8

If an employee, **who** is protected by virtue of Article SR.2, is unable to be redeployed to a vacant position, or to bump another employee, or refuses an offer of special redirection **as** provided in Article CO.6, the employee will be laid off in accordance **with** Article SR.2.2.

Such employee will not be eligible for educational funding of one (1) week per year of service.

ARTICLE JE (U:47)

JOB EVALUATION

Per Appendix I , the Corporation and the **Union** will develop a job evaluation plan that meets statutory requirements.

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ARTICLE "GSP" (U:49)

GENERAL SALARY PROVISIONS

GSP.1

Employees shall be paid according to the wage schedule of the classification to which they are assigned.

GSP.1.1

When a temporary employee is rehired, within a twelve (12) month period, into the same group or into a lower group than the one in which he/she was previously employed, he/she shall receive credit for his/her previously accumulated time, calculated to the last completed month of service. Such service credits shall determine the wage level **within** the group to which he/she is rehired.

GSP.2

Progression **up** the salary schedule **within** each classification shall automatically occur on the first day of the first two (2) week pay period nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion to the wage classification.

GSP.3

When an employee is transferred into a higher pay classification, he/she shall move into the higher salary scale and receive at least the equivalent of one (1) full increment in his/her former group, and shall automatically progress upward on the first day of the first two (2) week period nearest the annual anniversary date of his/her upgrading.

GSP.3.1

An employee who has been promoted and is not confirmed and elects not to accept the promotion during the trial period will be returned to his/her previous classification at his/her previous rate of pay.

GSP.4

Employees carrying out job functions of a wage group lower than the one for which they are presently classified will continue to progress to the top of the higher wage group and shall receive all salary increases and fringe benefits accorded to other employees in the higher wage group and, should they be required to perform duties described in that higher wage group, they shall not be entitled to pay for upgrading.

The Corporation undertakes to place such employees in a vacant job falling within their wage group without the necessity of such employees applying for such positions.

GSP.4.1

If an employee requests to be permanently based in a job which falls within a lower wage group, then he/she shall maintain his/her current salary level and anniversary date and shall progress to the next higher salary level in the lower wage group upon his/her anniversary date. However, if his/her current salary level is more than the maximum salary level for the lower wage group, his/her salary will be reduced to the maximum level of the lower wage group.

GSP.4.2

The Corporation will notify the National Offices of the Union of such regrouping.

GSP.5

Employees will be paid on a bi-weekly basis through direct deposits with pay day occurring on the second Thursday of each fourteen (14) day period which begins on Monday and ends on Sunday.

GSP.5.1

The Corporation shall continue to provide a Statement of Earnings paid in accordance with the current payroll system.

ARTICLE "WW" (U:24)

WORK WEEK AND DAYS-OFF

WW.1

The following provisions of this Article, when Local Union approval is received, may be modified at the request of two-thirds (2/3) majority of the employees concerned. Such modification shall require Local Management approval and prior to implementation, approval of the parties at the National Level. Such approval will not be unreasonably withheld.

WW.2

The work week shall be:

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38 3/4 hrs (former NABET, SEIU, CUPE O&P)

40 hrs (former CUPE **PROD**)

and shall commence at 0001 hours Monday. The hours of work shall be exclusive of meal periods, but inclusive of break periods.

WW.2.1

The parties agree that the standard work week for all employees in the bargaining unit shall become thirty-eight and three-quarter (38 3/4) hours per Appendix H (Letter of Agreement-Work Week Adjustment)

WW.3

There shall be a minimum of two (2) consecutive days-off which shall be referred to hereinafter as scheduled days-off. These two scheduled days off may be in separate work weeks, i.e., Sunday and Monday.

The movement into such days-off can only be accomplished by the assignment of the days-off as Saturday and Sunday in the week immediately preceding the week in which the days-off are split. Subject to the provisions of Article H.2, the pattern of Sunday-Monday as days-off may then continue but may only be exited from by scheduling Monday and Tuesday as days-off in the week following the last week in which the days-off were split.

The pattern should be as follows:

	M	T	W	T	F	S	S	
IN	---	---	---	---	---	D/O	D/O	
	D/O	---	---	---	---	---	D/O	
	D/O	D/O	---	---	---	---	---	OUT

WW3.1

The Corporation shall schedule such days-off to include both Saturday and Sunday **as** frequently **as** possible. Unless otherwise agreed to by the employee and the Corporation, Saturday and Sunday shall be scheduled **as** days-off at least-twelve times (12x) a year. In any event, days-off shall include Saturday or Sunday or both at least fifteen times (15x) a year including days-off scheduled consecutive ~~with~~ or during periods of leave.

WW.4

The five (5) days in any work week need not necessarily **be** consecutive, they may be separated by days-off or statutory holidays.

WW.5

Scheduled days-off, for whatever purpose, shall consist of twenty-four (24) hours for each scheduled day-off.

WW.6

Scheduled days off can be consecutive with, separated by, or separate from *statutory* holidays.

WW.6.1

Work performed on a day-off or a statutory holiday will be credited on a one and one-half (1 1/2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours (former NABET, SEIU, CUPE O&P) or eight (8) hours (former CUPE **PROD**). Work performed beyond twelve (12) hours will be credited on **an** extra one-half times (1/2) basis.

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WW.6.2

Work on a second scheduled day-off will be credited on a two (2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours (former NABET, SEIU, CUPE O&P) or eight (8) hours (former CUPE PROD). **Work** performed beyond twelve (12) hours will be credited on **an** extra one-half (1/2) times basis.

WW.7

An employee may refuse to work on his/her day(s)-off as referred to in Article WW.3. **This** right of refusal shall not apply to work on a day-off scheduled in accordance with Article SC.1. However, in the event all available employees who normally perform the duties required, refuse to work, the Corporation may assign the work to one of the employees in the group who normally performs these duties. **An** available employee shall be understood to be an employee who can be contacted **and** who can report for work within a reasonable period of time.

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WW.7.1

Notice of cancellation of **unscheduled** work on a day-off or on a holiday (**as** defined in Article H.1) shall be given not later than 1700 hours of the previous day. If such notice is not given, the employee shall be **paid** for his normal **shift** at the appropriate rate.

ARTICLE "SS" (U:24)

SHIFTS

SS.1

A **shift** is defined as the hours in a day scheduled and/or assigned to an employee with a standard working day of:

7 3/4 hrs (former NABET, SEIU, CUPE O&P))

8 hrs (former CUPE **PROD**)

The shift includes break periods and clean-up time but does not include time worked as Call Back (Article CB) or meal periods given in accordance with Article MB, calculated to the end of the last quarter (1/4) hour in which work was performed.

The necessity for clean-up time and the amount of time required in any instance will be determined by Management.

A **shift** that extends beyond midnight shall be considered as falling wholly within the calendar day in which it starts.

SS.1.1

An employee's **shift** shall not commence later than 2000 hours of the day prior to his/her day(s)-off.

SS.2

Any work day that is broken through authorized absence with pay (e.g., short term disability, annual, special leave or any other absence with pay) will not reduce the minimum shift but will reduce any overtime hours by one (1) hour for each hour of absence.

Absence without pay will reduce the **shift** by one (1) hour for each hour of absence.

SS.3

An employee's time card shall not be changed without notification to him/her when such change results in a reduction of the employee's claim. Such notification must be within ten (10) work days of the discovery of the error causing such reduction.

SS.3.1

Notwithstanding the provisions of Article SS.3, at the employee's request, he/she may have access to his/her time records for each overtime period.

ARTICLE "SC" (U:27)

SCHEDULING

SC.1

Each employee's schedule for any week shall be posted **as** early **as** possible but in no event later than 1700 hours Friday of the second week prior to the week in question. **This** posting shall include days off, the starting and finishing times, and the duration of the meal period(s) for each work day of the week.

SC.2

Posted schedules, including days off, may be changed no later than the end of a shift the day before for the following reasons:

- authorized Union activity with pay,
- events of major political, economic, or social importance of which the Corporation had not or could not be expected to have prior knowledge, (i.e. death of a politician or a celebrity, a disaster or a sudden national or world crisis or national/international sports playoffs).

SC.3

For employees assigned to TV **Drama** productions, TV Variety productions, Mobiles (TV and/or Radio), and out-of-town assignments, schedules except days **off** may be changed for such assignments only while on such assignments, and no later than the end of the shift the day before.

SC.4

Changes in posted days-off may be made only with the written consent of the employee.

Other changes in scheduled working hours may be made seventy-two (72) hours prior to the start of the employee's scheduled start of shift or within seventy-two (72) hours with the employee's consent.

SC.5

Schedules except days off may also be changed **as** soon **as** possible but no later than the end of the shift the day before where there are circumstances beyond the Corporation's control. Examples of such circumstances could be weather, power failures, unexpected illness cover-off.

SC.6

Cancellation of scheduled work on a day off may **only** be made for the reasons contained in SC.2 and SC.5 and no later than the end of the shift the day before.

SC.7

The posting of weekly schedules and any subsequent posted changes to these schedules shall be considered to be notification to the employees except that:

- when such posting will not **notify** the employee of a change in schedule within the required time limits, notice **shall** only be considered given **as** of the time it is communicated to the employee personally, or is conveyed to a responsible person at the employee's residence in such a manner **as** to be reasonably certain of being communicated to the employee.

Prior to going on leave of five (5) days or more, an employee **shall** be given in writing a pre-arranged time to report back. This time, however, may be rescheduled later, but not earlier than the pre-arranged time. It is the Corporation's responsibility to inform the employee of any change in his/her schedule.

SC.8

It is the responsibility of an employee to report to the supervisor in charge of scheduling **as** early as possible when he/she is going to be absent from his/her assignment. It is the intent that this advice **shall** be given to the supervisor at least one (1) hour in advance of the scheduled starting time.

SC.8.1

It is the responsibility of **an** employee to report to the supervisor in charge of scheduling advising **as** early **as** possible when he/she will be available for duty following absence due to **illness**.

ARTICLE "JS" (U:26)

JOB SHARING

JS.1

Job sharing can occur where there is agreement among the employer, CEP and the **staff** employees in the same **group** and classification who wish to share a job. Exceptions can be looked at on a case by case basis, it being clearly understood that the final decision on these exceptions is at management's discretion and not subject to appeal.

JS.2

It is agreed that job sharing results from two (2) staff employees **sharing** a full-time staff position in the employee's workplace, and **as** such, the shared position will continue to be identified **as** a full-time **staff position**.

JS.3

The sharing of hours of work shall be determined by the parties to the sharing arrangement. In no case will the combined hours worked be fewer than one full-time job per month and neither will either party's hours be less than fifteen and one half (15 1/2) per week. There shall not be pyramiding of any premiums or benefits to any employee under this arrangement.

JS.4

Employees accepted for job sharing shall have benefits pro-rated based on time worked including annual leave and sick leave. The Corporation will continue to pay supplementary health care premiums and, to pay for employee's continued participation in the Dental Plan*. For clarity, employees in a **job sharing arrangement** such **as** one person working Monday, Tuesday, Wednesday and the other one working Thursday and Friday - if a holiday falls on one of the days of the employee's normal scheduled **shift**, he/she will receive payment for the holiday and the other employee shall not. The Corporation will not be required to pay the same holiday twice. Seniority will continue to accrue, however, employees, while on job **sharing** will not accumulate continuous service for severance pay purposes but will be credited for actual time worked.

*subject to agreement to Dental Plan language

JS.5

All details of a job **sharing** arrangement will be committed to writing and signed by the parties prior to the commencement of the job sharing arrangement.

JS.6

The Corporation, CEP or the employees involved may cancel a job sharing arrangement upon receipt of four (4) weeks written notice to all parties concerned.

JS.7

No such job sharing arrangement shall exist without the knowledge and approval of the Union.

ARTICLE "MB " (U:28)

ASSIGNMENT OF MEAL, AND BREAK PERIODS

MB.1

The provisions of this Article may be modified by mutual agreement of the parties at the Local Level. Prior to implementation such modifications must be approved by the parties at the National Level.

MB.2

Break periods are considered **as** time worked, except **as** provided herein. Meal periods are not considered as time worked.

Meal Periods - Duration thirty (30) or sixty (60) minutes

MB.3

A first meal period of **thirty** (30) minutes or **sixty** (60) minutes shall be assigned and given during every shift of five (**5**) hours or more. Employees will not be asked to work through or displace meal periods.

MB.3.1

The Corporation will provide sufficient time in addition to meal periods **to** an employee on remote assignment when suitable eating facilities are not available or provided on location.

MB.4

The first meal period shall begin only after two (**2**) hours have elapsed since the beginning **of** a **shift** and shall be completed by the time five (**5**) hours have elapsed since the beginning of a shift.

MB.5

In **shifts** of eight (**8**) hours or more subsequent meal periods will be scheduled within the **fourth**, **fifth** or sixth hours since the last meal period should have been completed.

MB.6

Twelve dollars (\$12.00) shall be allowed to compensate for the cost of each of the second and subsequent meals.

MB.6.1

The twelve dollar (\$12.00) meal payment provided in MB.6 shall not apply when:

- travelling on common carrier where the carrier provides a meal,
- an employee on remote assignment is entitled to Compensation for meals through travelling,
- meal is provided (consideration will be given to special dietary needs where it is known in advance).

MB.7

The parties recognize employees' desire to **drink** coffee or other beverages at their work places. The guidelines for such consumption shall be determined by local joint committees, taking into account specific requirements of different work places.

Break Periods - minimum duration fifteen (15) minutes

MB.8

Employees shall be entitled, during a shift, to two (2) break periods which may be taken away from their immediate work area. The first break period will be given between the employee's starting time and their first meal period, and the second between the end of the first meal period and their finishing time, and in **shifts** over eight (8) hours, additional fifteen (15) minute break periods will be given within each additional four (4) hour period.

Emergency Response

MB.9

The Corporation must be able to respond to emergency situations and therefore personnel in transmitter and building maintenance may be required to **carry** a communication device such as a beeper or cellular phone. Where a meal period is terminated for such personnel, **as** a response to an emergency situation, the employee will be compensated at one and one half (1 1/2) times basic rate for such meal periods.

ARTICLE "OT" (U:48)

OVERTIME

OT.1

Overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked in excess of a daily ~~shift~~ as defined in SS.1, to a maximum of twelve (12) hours. Hours worked in excess of twelve (12) hours shall be paid at two (2) times the basic hourly rate. Overtime shall be computed to the end of the last quarter (1/4) hour worked.

OT.2

Work performed on a day-off or a statutory holiday will be credited on a one and one-half (1 1/2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours (former NABET, SEIU, CUPE O&P) or eight (8) hours (former CUPE PROD). Work performed beyond twelve (12) hours will be credited on an extra one-half times (1/2) basis.

OT.3

Work on a second scheduled day-off will be credited on a two (2) times basis with a minimum credit of seven and three-quarter (7 3/4) hours (former NABET, SEIU, CUPE O&P) or eight (8) hours (former CUPE PROD). Work performed beyond twelve (12) hours will be credited on an extra one-half (1/2) times basis.

OT.4

It is the intention of the Corporation to provide employees with as much advance notice of extra hours to a ~~shift~~ as possible.

Banking of Time Off in Lieu

OT.5

Subject to making his/her intention **known** on his/her time record, an employee may elect to accumulate overtime hours and take in each fiscal year a maximum of thirty (30) days' leave in lieu of pay for work performed beyond the scheduled work day, on a scheduled day-off or holiday converted to basic hours. **By** mutual agreement, the employees may add such time off to annual leave credits or it may be taken at other times.

- i. However, the leave credit option applies only to the equivalent of half or full days based on the accumulated work hours of eligibility. Any hours in excess of this eligibility will be paid at the appropriate rate.
- ii. Within the fiscal year in which it was earned, **an** employee has the right at any time to request payment for this leave payable at the rate it **was** originally earned.

iii. Such accumulated time may be taken off at times mutually agreeable to the employee and the Corporation. However, the Corporation may, on a quarterly basis, "buy-back" at the basic rate, accumulated time not used during the preceding quarter(s).

OT.5.1

Following the end of a calendar year, the Corporation may "buy back" at the rate originally earned, any days outstanding that is any days that have not been taken or ear-marked to be taken in conjunction with the following year's annual leave or such other time **as** mutually agreed to. Such arrangement must be made by January 15 of the following year.

If the agreed to schedule for disposition of remaining time in lieu credits cannot be met or rescheduled by mutual agreement, the Corporation will pay such credits in the next overtime period at the rate originally earned.

While such time off may, by mutual agreement, be added to **an** employee's **annual** leave, it is clearly understood that time **off** in lieu may not interfere with another employee's right to take annual leave, i.e. annual leave has clear priority over **an** employee's time off in lieu request.

Regardless, the employee is entitled to begin a new thirty-day (**30**) accumulation of in lieu days for the new year even though he/she has lieu credits from the previous year, ear-marked for the next fiscal year.

The parties, recognizing that time off in lieu may be difficult to arrange at times, agree that the intent of this Article is to allow members of the bargaining unit to take their "lieu time" as time off instead of being paid. Best efforts must be made to meet this intent and schedule such time off.

OT.6

It is agreed that other options to daily overtime are available such **as**:

1. Prepayment of overtime;
2. Buy-out of expected overtime;

In certain circumstances, the parties agree that these options where mutually agreed can be utilized.

ARTICLE "SA" (U:24)

SELF-ASSIGNING EMPLOYEES

SA.1

There will be two categories of self-assigning employees:

a) Self-assigning (scheduled):

Employees in this category will have days of work posted but not hours. When required and authorized to work overtime, work on a day **off** or on a statutory holiday they will be paid in accordance with the overtime provisions of this agreement.

Such employees will generally determine their hours of work and taking of meals. Except for circumstances out of the employee's control (e.g. weather, power failures or unexpected illness cover-off) the following provisions of the Collective Agreement do not apply: work week and days off, **shift** schedules, call-back, turn-around period, posting of schedules, change of schedules, meal periods.

Examples of such employees may be:

- Remote Area Transmitter Technician
- System Technologist/Consulting Technologist
- Supervising Technician
- Training Officer
- Designer

b) Self-assigning (unscheduled):

Employees in this category will not be scheduled or assigned hours or days of work but will arrange his/her hours, days of work and days-off in order to complete their assignment. Such assignment would be a specific project with **an** allotted number of hours for completion, and Management will determine the number of hours.

If a project requires overtime, the overtime requirements will be mutually agreed in advance and re-confirmed regularly for the duration of the project. Such overtime will be paid at **time** and one half (1 1/2) of basic rate or taken as time off in lieu.

Employees in this category will determine their hours of work and taking of meals. The following provisions of the Collective Agreement do not apply to them: work week and days off, ~~shift~~ schedules, call-back, turn-around period, overtime, posting of schedules, change of schedules, meal periods.

Examples of such employees may be:

- Recording Engineer
- Post-Production Audio Engineer
- VTR Production Editor
- Training Officer
- Designer

SA.2

It is mutually agreed that certain employees fall into the self-assigning category on a regular basis and that others are self-assigning on a “per occasion” basis while engaged on specific projects of one week or more.

SA.2.1

Employees will be advised two weeks in advance of when they are expected to be self-assigning for a specific project. That advice will include such things **as** the expected duration of the assignment.

SA.3

Employees may request to **be** self-assigning. Where it is in the mutual interest of the employee and the Corporation to have a self-assigning arrangement, approval will not be unreasonably withheld.

SA.4

With the exception of Remote Area Transmitter Technicians (self-assigning (scheduled)), employees may refuse self-assigning **status**.

ARTICLE "SD"

SHIFT DIFFERENTIAL

SD.1

For scheduled employees, all work performed between midnight and 7:00 a.m.. shall be compensated for at fifteen percent (15%) of the basic hourly rate in addition to regular salary. This additional payment applies only to the time worked between midnight and 7:00 a.m.

The minimum differential payment under this Article shall be \$3.21.

Night shift differential shall not be deemed overtime or part of the base pay.

1/15/96

ARTICLE "CB" (U:54)

CALL-BACK

CB.1

Call-back occurs when a scheduled employee after leaving work is required to report back to work to perform duties which are expected to be completed before the commencement of the employee's next scheduled **shift**.

CB.2

An employee called back to work shall receive a **minimum** of three (3) hours pay at time and one half times (1 1/2x) the regular rate or time and one half (1 1/2x) the regular rate for all hours worked on such a call-back, whichever is greater. Time worked shall be calculated from the time of the call.

CB.3

An employee receiving telephone calls at home from his/her supervisor or a person delegated by his/her supervisor, concerning urgent operational matters where they are required to work at home, will be compensated by one and one-half (1 1/2) hour's pay at the basic rate. Where a telephone call exceeds one hour, Clause CB.2 will apply.

CB.4

Call-back does not apply to schedule changes or when the Corporation requires **an** employee to attend a meeting on a regular day-off or before or after their **shift**. In such cases, the overtime provisions shall apply.

CB.5

Cancellation of call-back before the employee has left their residence will not require any payment.

CB.6

This Article shall not apply to calls concerning scheduling.

-18 25/1

ARTICLE "TAP" (U:29)

TURN-AROUND PERIOD

TAP.1

No employee shall be scheduled to **start** a **shift within** twelve (12) hours after the schedules completion **of** the employee's previous **shift**, except **as** provided in Article TAP.2, TAP.3 and TAP.4. Each day off will add twenty-four (**24**) hours to the turn-around period.

TAP.2

An employee who is scheduled to end work between 19:30 and 24:00 hours on the day preceding the employee's days off shall not be scheduled to begin work before 08:00 hours on the day after the employee's days off.

TAP.3

An employee who is scheduled to end work between **24:00** and 02:00 hours on the day preceding the employee's days **off** shall not be scheduled to begin work before 10:00 hours on the day after the employee's days off.

TAP.4

The twelve (12) hour turn-around period may only be reduced by:

- overtime hours added to the **start** of the second day's **shift**. Such overtime will be paid at one and one half (1 1/2) times the basic hourly rate, or
- **the** number **of** hours of overtime of the previous day's **shift** when paid at the double time rate.

ARTICLE "TE" (U:51,52,53)

TRAVEL

TE.1

When travelling on Corporation business, employees shall be reimbursed for all expenses as incurred and **as** authorized. **An** employee who is called upon to accompany a person receiving a per diem in excess of that provided by the Corporation's Travel Policies shall be entitled to the same daily allowance **as** the person whom he/she accompanies. The intent of this Article to ensure fair and just treatment of employees, and to ensure an accurate, timely and proper accounting by employees with respect to expenses incurred when travelling on Corporation business and to further ensure that:

- a) employees are to travel by the most economical and efficient means;
- b) employees are to travel by the approved common carrier where possible, provided that the mode of transportation chosen is most advantageous to the conduct of Corporation business;
- c) travel is to be by the shortest direct route, and advantage should be taken of return ticket rates and special fares;
- d) additional expenses incurred for personal reasons such **as** personal stopovers will not be allowed;

TE.1.1

Prior to departure, the Corporation will provide travel advances in accordance with the Corporation's Travel Policy (eg. credit card, cash card, standing advance).

TE.2 Travelling Time Credits

TE.2.1

For pay purposes, regularly scheduled employees shall be credited with all time spent in travelling on Corporation assignment except **as** provided in TE.2.2 and TE.2.3.

TE.2.2

When travelling is on a common carrier between the hours of 12:00 midnight and 8:00 a.m. local time, and suitable sleeping facilities are available, no time credit shall be allowed. When travelling is designated by the Corporation on conveyances which do not have suitable sleeping facilities, time credit shall be allowed on an hour for hour basis.

TE.3

On secondment or training **as** detailed in the Corporation's Travel Policy, a reduced per diem allowance may be set in advance for periods in excess of five weeks where a self-contained apartment or similar accommodation is provided. The employee and the Union will be advised in writing, indicating the circumstances for such a reduction **as** soon **as** the Corporation sets such a reduction.

TE.4

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.

TE.5

Employees on overnight out-of-town assignments will be entitled to single room accommodation. When available at the location concerned, a single room with shower and/or bath facilities will be provided. However, due to circumstances beyond the control of the Corporation, it may not be possible to secure single room accommodation due to the nature of the location and the facilities available. Members of this bargaining unit will not be discriminated against in such cases.

TE.6

Employees on out-of-town trips in excess of five (5) calendar days will be entitled to reimbursement for the cost of the first five (5) minutes of a phone call to the employee's home location limited to two (2) such claims per week.

TE.7

When an employee on his/her return from an overseas assignment, travels through four (4) time zones or more, he/she shall be entitled **to** a minimum of eighteen (18) hours turnaround prior to his/her next shift.

TE.8

An employee who is assigned outside the local area but within Canada for a continuous period in excess of eight (8) weeks will be entitled to one return trip to his/her home base at Corporation expense for each five (5) weeks of such assignment.

TE.9

For out-of-town assignments of seven (7) days or more, employees may be assigned their days off while out of town. Such days **off** shall not be considered **as** work on a day off.

TE.10

Operational requirements **permitting**, for out-of-town assignments, the Corporation will, where possible, assign days off at the home location prior to and/or following the out-of-town assignment.

TE.11 Travel to and from Work

TE.11.1

Taxi cabs shall be provided at the expense of the Corporation for those employees in the bargaining unit required to travel to and/or from work at hours when other public transportation is not available. Such transportation shall only be paid for that portion of the employee's travel where public transportation is not available, and shall be reimbursed by the Corporation to a maximum of five dollars (\$5.00). **This** maximum may be exceeded, where authorized, and receipts shall be required.

TE.11.2

If an employee is assigned to work at more than one place in the same area on the same day, the Corporation shall furnish transportation as laid down in the Corporation's Local Transportation Policy.

With reference to the **Human** Resource Policy 5.3 - Local Transportation Policy attached as Appendix "D", the definition of "local area" will not be changed without prior discussion with the Local Union.

TE.12 Travel Accident Insurance

TE.12.1

Employees are automatically covered by accident insurance in the amount of \$25,000 while travelling on CBC business.

TE.12.2

- It shall be the Corporation's responsibility to adequately insure and protect **an** employee who is required to be involved in the operation or transportation of a vehicle which is used on or for a program.

TE.13 Use of Employee's car

TE.13.1

It is expressly agreed that the use of **an** employee's car in executing the business of the Corporation is not compulsory. However, if he/she uses his/her car with prior authorization **from** the Corporation for this purpose the provisions of the Corporation's Travel and Local Transportation Policies shall apply. On remote assignments in an urban area, mileage shall be computed from the studios to remote point(s) back to the studio. At the employee's request such authorization will be given in writing.

TE.13.2

The rates shall be as follows:

(i) At request of employer:

Manitoba	30.0 cents a kilometre
Saskatchewan	30.0 cents a kilometre
Alberta	30.0 cents a kilometre
New Brunswick	31.0 cents a kilometre
Nova Scotia	31.0 cents a kilometre
P.E.I.	31.0 cents a kilometre
British Columbia	32.0 cents a kilometre
Ontario	32.0 cents a kilometre
Newfoundland	32.0 cents a kilometre
Quebec	33.5 cents a kilometre
N.W.T. / Yukon	36.0 cents a kilometre

or a minimum of two (\$2.00) dollars per diem, whichever is the greater, for each day his/her automobile is used on Corporation business.

(ii) At request of employee:

All locations	10.0 cents a kilometre
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TE.13.3

Transmitter Technicians using their own automobile to travel to and from the transmitter location, will be paid a mileage allowance at the rate of seven and one half (**7.5**) cents per kilometre per round trip (maximum forty (40) kilometres), provided that the transmitter is not serviced adequately by public transportation.

A special winter allowance may be paid, not to exceed twenty dollars (\$20.00) per month nor for a period in excess of six (6) months, per year, as determined by Local Management.

Requests for Transmitter Technicians' mileage allowances and special winter allowances will be forwarded to the Regional Engineer for authorization.

TE.14

Other approved expenses can be allowed in accordance with the policy on travel.

ARTICLE "WCS" (U:55)

WORKING CONDITIONS AND SAFETY

WCS.1

The Corporation shall not repeatedly assign excessive hours of work to employees. The Corporation will therefore avoid the repeated scheduling or assigning of excessive hours, short turn-arounds and/or displaced meal periods.

The Corporation will advise the Union whenever it applies to the Federal Minister of Labour to modify the provisions which allow the Corporation to average the hours **as** provided in the Canada Labour Code. If such advice is not provided the Corporation will not be permitted to modify the existing averaging granted by the Minister.

WCS.1.1

The Corporation will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the **risk** of physical **injury** in its operations. **An** employee shall take all reasonable **and** necessary precautions to ensure his/her own safety and the safety of his/her fellow employees. Working conditions and employee facilities will be maintained in **a** clean and **sanitary** condition by the Corporation. Complaints arising under this Article should initially be referred to the Local Health and Safety Committee.

WCS.1.2

Employees assigned **to** the maintenance and/or quality assurance checks of **a** transmitter, shall not be required to work beyond the interlock of the protective relay system when the power is on the transmitter.

WCS.1.3

In accordance with established Corporation policy, leave of absence with pay will be granted by the Corporation to any employee on account of physical injury **and/or** mental strain received in the performance **of** his/her duties which is compensable under provisions of the Government Employees Compensation Act. **This** leave will not be charged against any of the employee's leave credits.

WCS.2

The Corporation shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

WCS.2.1

Where an employee has reasonable cause to believe that a danger (as defined in the Canada Labour Code) exists for him/her to undertake work alone or where safety regulations require additional help, it shall be his/her responsibility to notify his/her supervisor or if that is not possible, ~~summon~~ help as required or in such a situation, if neither course of action is possible, he/she may refuse to complete the job pending the elimination or lessening of the dangerous situation or until a Labour Canada Safety Officer has made a determination.

The individual involved will advise the Local Safety Officer. The Local Safety Officer will forward the information to the Local Health and Safety Committee at its next meeting.

WCS.3

The Corporation shall supply adequate protective clothing and/or safety devices for employees on assignments (e.g. remotes, towers, transmitters, etc.) where conditions require their use and to supply other special attire when required. When such clothing or devices are supplied for an employee's protection, their use is mandatory.

WCS.3.1

The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to him/her by the Corporation.

WCS.3.2

Radio Studio Attendants shall be supplied protective clothing. Type and use of clothing to be decided at Local Joint Committees.

WCS.4

In each workplace, the Corporation will establish, in accordance with the provisions of the Canada Labour Code, a Health and Safety Committee which will have the following powers:

- i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- ii) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- iii) shall cooperate with any occupational health service established to serve the workplace;
- iv) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- v) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;

- vi) may develop, establish and maintain programs, measures and procedures for the protection or improvement **of** the safety and health of employees;
- vii) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- viii) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- ix) shall cooperate with safety officers designated by the Minister of Labour;
- x) may request from the Corporation such information **as** the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and
- xi) shall have full access to all Government and employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

WCS.4.1

In each workplace covered by this Article, membership in the Committee shall be open to all bargaining units **as well as** Confidential and Management employees in accordance with procedures established among themselves. However, no employee can be represented by more than one **union, association or group.**

- i) Meetings will be held at least once a month. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.
- ii) Subject to any regulations made under the Canada Labour Code, the Committee will establish procedures for the conduct of its meetings **as** it considers advisable.
- iii) Minutes **of** each Committee meeting shall be distributed to all Committee members and posted on designated bulletin boards.

- iv) The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The Union/Association whose representative is chosen **as** a co-chairperson may nominate another representative **of** that Union/Association to replace him/her. The managerial representative may also be replaced in the same fashion. The chairmanship shall alternate monthly or **as** agreed by the Committee.
- v) The secretary will be appointed by the Committee but need not be a member of the Committee. The secretary's duties will include the keeping of minutes and records and the preparation **of** agendas.
- vi) The Committee shall have the authority to appoint sub-committees where needed. The sub-committees may include advisors who are not Committee members.

WCS.4.2

Complaints referred to the local Health and Safety Committee shall be dealt with in accordance with the appropriate sections of the Canada Labour Code. In the event that a complaint is not resolved by the local Health and Safety Committee, the Union may file a grievance at the National Level which would be processed in accordance with Article 74.11 (ii) of the Collective Agreement.

WCS.5

The Corporation will comply with the Canada Labour Code, Part IV and Regulations thereto including:

- | | |
|-----------------------------|---|
| -Canada Fire Safety | -Building Safety ✓ |
| -Temporary Work Structure | -Noise Control ✓ |
| -Hand Tool | -Dangerous Substances ✓ |
| -Electrical Safety | -Confined Spaces |
| -Boiler and Pressure Vessel | - First-aid |
| -Machine Guarding | -Accident Investigation and Reporting ✓ |
| - Safe Illumination | -Safety and Health Committee |
| -Elevating Devices | -Protective Clothing and Equipment |
| -Sanitation | -Materials Handling Regulations. |

Also, Part IV, Sections 81 and 82 "Duties of Employers" and Sections 84 - 90 "Employment Safety" which includes reference to Refusal to work if danger ✓

The Parties recognize that the Canada Labour Code establishes certain minimum standards.

Where this Agreement provides more favorable language, it shall take precedence.

Working Clothes and Safety Devices - B.T.G. & B.S.G. Units Only

The Corporation shall continue to supply and maintain working clothes and/or safety devices to those classifications which now receive them. **When** clothing is issued, its wear is mandatory.

WCS.6.1

The Corporation will provide and maintain the following items of clothing:

Painters:

- 6 shirts (3 for winter, 3 for summer)
- 3 pairs of overalls

Air-conditioning and Boiler Room staff and Electricians:

- 6 shirts (3 for winter, 3 for summer)
- 6 pairs of trousers (3 for winter, 3 for summer)
- Coveralls

Other classifications:

- 6 shirts (3 for winter, 3 for summer)
- 6 pairs of trousers (3 for winter, 3 for summer)
- 2 smocks (3/4 length)

In addition to the above, the following clothing will be available as required:
raincoat

- pair of rubber boots
- waterproof jacket with hood (3/4 length)
- parka

WCS.6.2

The Corporation will reimburse BTG employees with the cost of approved safety footwear appropriate to the nature of the work performed which specifically features a steel toe, steel shank, non-skid sole and meets C.S.A. standards on the following basis:

- i) in the case of present employees who do not have safety footwear, they will be reimbursed for the initial purchase. Upon agreement that replacement safety footwear is required and upon submission of proof of purchase, the Corporation will pay 100% of the cost. In the case of new employees, they shall be paid upon commencement of employment.

- ii) in the event of damage to such footwear received in the line of duty, the Corporation will reimburse the employee for the cost of any necessary repairs or replacement. In the case of repair, the employee is responsible to ensure that the repaired footwear continues to meet the standards necessary for C.S.A. approval.
- iii) employees who are provided with safety footwear must continue to wear them on the job in order to maintain their eligibility for subsequent reimbursement of the cost of replacement footwear.

WCS.6.3

Cleaners

The cost of cleaning and maintaining the clothing and equipment will be borne by the Corporation. The employee is responsible for ensuring that the uniforms are maintained in good repair.

New uniforms to be supplied to Light **Duty** Cleaners every two years

Clothing for inclement weather to be supplied every two years when their use is required and approved.

Special Duties Cleaners-in-Charge, Heavy **Duty** Cleaners-in-charge and Heavy **Duty** Cleaners: shirts and pants

Light **Duty** Cleaners-in-Charge and Light Duty Cleaners: smocks

Rubber gloves will be made available **as** required, on request.

Facilities are to be provided at each location for safekeeping and personal effects.

ARTICLE "H" (U:16)

HOLIDAYS AND HOLIDAY PAY

H.1

The following shall be paid holidays

- New Year's Day,
- Good Friday,
- Easter Monday,
- the date proclaimed as the Reigning Monarch's Birthday,
- Canada Day,
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day and 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,

H.1.1

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 employees covered by this Agreement in the area affected. The Corporate Human Resources Leave Policy will apply to the declaration of additional holidays at ~~Christmas~~ and New Year's.

H.2

Days-off may fall in separate work weeks or the following work week when adjacent to or separated by one (1) or more holidays and when no work is scheduled on the holiday(s).

E.g.: Holiday on Saturday, days off may be Thursday-Friday, Friday-Sunday or Sunday-Monday. Holiday on Sunday, days off may be Friday-Saturday, Saturday-Monday, Monday-Tuesday. Holidays on Saturday and Sunday, days off may be Thursday-Friday or Friday-Monday, or Monday-Tuesday.

H.3

Any period of time-off allowed by the Corporation for:

- i. employee participation in organized recreational activities,
- ii. because of inclement weather,
- iii. and for any other reason,

shall not be considered as a holiday for the purposes of this Agreement. It is understood that such time-off shall be granted at the discretion of the Corporation, having due regard to the work requirements in each department. Such authorized time-off which falls within the assigned work day of an employee shall be considered **as** time worked.

H.4

A shift beginning on the eve of a holiday and continuing into the holiday shall not be considered **as** work performed on the holiday, and a **shift** beginning on the holiday, and continuing into the day following shall be considered as work performed on the holiday.

H.4.1

There will be occasions when a **shift** begins on the eve of ~~Christmas~~ and/or New Year's Day, which are holidays off, but the major portion of the **shift** falls on the designated holiday. In such cases, all hours worked will be deemed to have been worked on the holiday.

H.5

Where a public holiday of less than one (1) day's duration is proclaimed by federal **or** provincial authority, employees will be compensated for a minimum of four **(4)** hours or the actual number of hours specified in the proclamation in accordance with the foregoing provisions.

H.6

When a **shift** on a paid holiday is interrupted by **an** employee falling ill or having to absent himself/herself because of personal contingencies, he/she will be credited at the appropriate rate only for those hours of the shift in which work was performed.

H.7

An employee will not be entitled to time credits for a holiday:

- if he/she does not work on the holiday (unless excused), or
- if on both the working day prior to and the working day following the holiday he/she is absent without pay, or
- if he/she is not otherwise entitled to pay for the work week in which the holiday occurs, unless he/she is on leave without pay for Union activities as provided in Article RUA.

ARTICLE "XM" (U:XX)

SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS

XM.1

Before November 15th of each year, the Local Management will ascertain the preferences of the employees and take them into account regarding the scheduling of ~~Christmas~~ Eve, ~~Christmas~~ Day and Boxing Day, or New Year's Eve and New Year's Day.

The schedule of ~~Christmas~~ Eve, ~~Christmas~~ Day and ~~Boxing~~ Day shall be posted before December 8. New Year's Eve and New Year's Day shall be posted before December 15.

XM.1.1

Preferences shall be taken on the basis of Corporation seniority in accordance with Article CS.

ARTICLE "AL" (U:17,18,19)

ANNUAL LEAVE

AL.1

Leave with pay for annual leave shall be earned at the rate of three (3) weeks per year for those employees with less than eight (8) years of service and four (4) weeks per year after eight (8) years of service and five (5) weeks per year after twenty (20) years of service, and six (6) weeks per year after twenty-seven (27) years of service, computed according to the provisions of the Annual Leave Schedule. (Appendix "A").

AL.2

For purposes of computing credits earned, any calendar month in which the employee is entitled to salary for a minimum of ten (10) working days shall be taken as a full month of service.

AL.3

For specific purposes e.g. overseas trips, etc., up to fifty per cent (50%) of an employee's entitlement to annual leave may be carried over from one year to the next. An employee who wishes to carry over a portion of his/her annual leave shall so indicate in writing at the time he/she requests his/her choice of annual leave period in the year prior.

AL.4

Annual leave shall be scheduled according to Corporation seniority and taken, operational requirements permitting, at any mutually agreeable time within the fiscal year. The employee shall not be compelled to take annual leave outside the period May 15th to October 31st.

AL.4.1

The employee's days off shall be scheduled to coincide with her/his annual leave in the weeks preceding and following the annual leave period, whenever possible.

AL.4.2

Where an employee elects to break his/her annual leave entitlement into more than one time period, all employees within the identified group shall be afforded their right of preference for their first time period before seniority preference is given to an employee's second or subsequent time period(s).

AL.4.3

Employees taking their annual leave between May 15th and October 31st shall indicate their preference prior to April 1st and annual leave schedules shall be posted not later than April 30th. Employees taking their annual leave after October 31st shall indicate their preference not later than October 1st and schedules shall be posted not later than October 31st.

AL.4.4

Failure by the employee to indicate choice of annual leave, within the set time limits may result in the employee's loss of annual leave preference based on seniority.

AL.5

The Corporation may, without mutual consent, schedule annual leave carry-over outside the period May 15th to October 31st provided:

- i. the carry-over was not previously agreed under Article 19.3, or
- ii. the carry-over was not the result of leave being requested by the employee but refused by the Corporation, or
- iii. the carry-over was not the result of the Corporation requesting the employee not to take annual leave.

The Corporation undertakes to use its best efforts to find mutually agreeable times before unilaterally scheduling such leave. It is understood that where such leave is to be scheduled by the Corporation it must be in blocks of at least one week, unless the employee agrees otherwise.

AL.6

Any legal or declared holiday (Article H) falling within an employee's annual leave period shall be considered as taken. The day or half day of annual leave so displaced shall be added to the annual leave period if requested by the employee and approved by the Corporation, or reinstated to his/her annual leave credits to be taken at a later date.

AL.7

If while on annual leave an employee's leave is interrupted for a period of five (5) consecutive calendar days or more through serious illness or injury which disables him/her, or for a shorter period all or part of which involves hospitalization, the period of annual leave so displaced shall be charged against the employee's sick leave credits. By mutual agreement between the employee and the Corporation, the annual leave so displaced may be added to the end of his/her scheduled leave period or rescheduled to a later mutually agreeable date.

AL.8

When a CBC North employee proceeds on leave with pay, other than special leave, and the period of time required for the journey to or from the isolated location is prolonged by transportation delays beyond the employee's control, travel time not exceeding five (5) days will be allowed in respect **to** any one period of absence. Notwithstanding the above, **an** extension of **this** period may be allowed in special circumstances. In addition to the continuation of salary during **this** period, allowances will also be continued. This travel time will not be charged against the employee's leave credits, although for the purposes of payment of salary and allowances, it shall be regarded **as** leave.

AL.9

When a CBC North employee proceeds on either annual or sick leave, he/she will be allowed leave in **an** amount which is the lesser of three (3) days or the actual time required to travel from the isolated post to the nearest point of departure and return **from** the nearest point of departure to the isolated post.

AL.9.1

Travel leave may be granted to points other *than* the nearest point of departure for CBC North employees except that where such employees are authorized to proceed on annual leave more **than** once in a **fiscal** year, the total amount of travel leave which may be granted shall not exceed the maximum referred to above. **This** travel time will not be charged against the employee's leave credits, although for the purposes of payment of salary and allowance, it shall be regarded **as** leave.

AL.10

Upon separation from staff, an employee will receive a cash payment equivalent to salary for unused **annual** leave credits.

ARTICLE "SL" (U:20)

SPECIAL LEAVE

SL.1

Special leave is designed to assist an employee in coping with domestic contingencies **or** unforeseen emergencies that affect the employee or the employee's immediate family. Special leave may be granted for such domestic contingencies **as** illness in the immediate family, moving and for unforeseen emergencies such **as** bereavement in the immediate family and additionally, for marriage of an employee, and for divorce of an employee on the day of court appearance if required and the like. Such special leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the employee if requested in writing.

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Bereavement

SL.1.1

When a member of an employee's immediate family dies, the employee is entitled to bereavement leave of up to three (3) consecutive days immediately following the day of the death.

If any of the three days coincides with a normal working day, he/she is entitled to a normal day's pay for such days. The intent is to provide employees with three (3) consecutive days off without loss of income, if any or all such days fall on a normal work day of the employee.

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Travel time in addition to the three days may also be allowed depending on circumstances.

SL.1.2

Immediate family means the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, son-in-law, daughter-in law, sister-in-law, brother-in-law of the employee and includes any relative permanently residing in the employee's household or with whom the employee reside

SL.1.3

At the request of the employee and at the discretion of management, special circumstances related to the bereavement can be reviewed on a case by case basis.

ARTICLE "JD" (U:22)

JURY DUTY

JD.1

An employee required to serve **as** a juror shall receive regular salary for such period.

When **an** employee **is** subpoenaed **as** a witness (not for his/her own case), the employee shall receive his/her **salary** for that period.

In both instances payment is subject to satisfactory evidence.

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ARTICLE "MS" (U:23)

MILITARY SERVICE

MS.1

For purposes of the following Articles military service means such service as defined in and covered by the Reinstatement of Civil Employment Act, 1946; and an employee who enlists in, or is conscripted for, military service shall be considered on leave in conformity with the provisions of said Act.

MS.2

An employee leaving for such service shall receive payment equivalent to salary for annual leave remaining to his/her credit as of the date of his/her leaving for Military Service.

MS.3

An employee promoted to take the place of one on leave of absence for Military Service may, upon resumption of employment by an employee honourably discharged from Military Service, be returned to his/her previous position. The employee so promoted and while such promotion is temporary, shall continue to accumulate experience credit which shall govern his/her salary on his/her return to the group from which he/she was promoted. In the event of a subsequent permanent promotion to the higher group which he/she had filled temporarily, the employee shall receive full experience credit in such higher group for the period which he/she had been engaged in that higher group.

MS.4

If an employee, upon his/her return from such service, is found to be physically incapacitated to the extent that he/she is unable to resume his/her former employment, the Corporation shall make all efforts to place him/her in other acceptable employment, and shall consult with the Union thereon. If such other employment is not found, he/she shall be given his/her severance pay based on continuous years of service.

MS.5

The Corporation may hire replacements for employees leaving for Military Service. These replacements shall be covered by all provisions of this agreement, except by the Military Service provisions of this agreement. If this replacement should leave the Corporation for Military Service, his/her employment shall cease. Upon return from Military Service of the employee so replaced, the employment of the replacement shall be terminated and at such time the replacement shall receive accrued vacation pay and severance pay.

MS.6

Leave of absence without pay shall be granted to employees upon their request for annual reserve service training in the Canadian Armed Forces whenever operational requirements permit.

ARTICLE "L" (U:61)

LEAVE OF ABSENCE

L.1

The employer will attempt to meet the needs of an employee in accommodating an employee's request for absence with/without pay.

L.2

Employees must request a leave of absence in writing **as** far in advance **as** possible but in any case no less than four **(4)** weeks prior to the requested commencement of the leave.

L.3

The Corporation shall review the request in light of operational requirements, **reason(s)** for the leave and whether such **a** leave is related to the employee's position or career within the Corporation. If the granting of such **a** leave involves an additional **cost** to the Corporation, a **clear** benefit to the Corporation must be demonstrated.

L.4

The Corporation shall provide the employee with a written answer **within** seven **(7)** calendar days of the employee's written request (or **as** soon **as** possible thereafter should the seven **(7)** day time limit not be met). If the leave is denied, written **reasons** shall be provided.

L.5

While on leave without pay employees will accumulate seniority in accordance with Article S.3 (Seniority). Employees granted a leave without pay, who do not report on schedule upon the expiration of such, will lose their seniority. Unless pre-paid arrangements have been confirmed in writing, no benefit plans will apply during the period of leave without pay.

L.6

Leave of absence with pay will be in accordance with the Corporation's policy on same.

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ARTICLE "PL" (U:21)

PARENTAL LEAVE

PL.1

Upon the birth or legal adoption of a child, all CBC employees who have completed at least six (6) consecutive months of continuous employment will be granted leave of absence, to a maximum of fifty-two (52) weeks, in accordance with the following provisions:

PL.2 Maternity Leave

PL.2.1

Expectant mothers with at least twelve (12) consecutive months of continuous service who qualify for Employment Insurance Benefits will receive Supplemental Unemployment Benefits for a period of seventeen (17) weeks. 18
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PL.2.2

Expectant mothers with at least twelve (12) consecutive months of continuous employment who do not qualify for Employment Insurance Benefits will receive:

- a) two (2) weeks at full pay;
- b) up to fifteen (15) weeks of leave without pay.

PL.3 Adoption Leave

PL.3.1

An adoptive parent with at least twelve (12) consecutive months of continuous employment will receive Supplemental Employment Benefits for a period of twelve (12) weeks, plus up to five (5) weeks of leave without the SUB plan. Regular CBC paid benefits continue during these five (5) weeks. This period also counts for seniority and annual leave credits. 6
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PL.4 Child Care Leave

PL.4.1

In addition to the above leave provisions, parents with at least six (6) consecutive months of continuous employment are eligible for up to twenty-four (24) weeks of leave for child care purposes. This may be taken at any time within the fifty-two (52) weeks after the child is born or comes into the parent's care and custody. In cases where both parents are employed by the Corporation, the combined leave will not exceed twenty-four (24) weeks and may be divided between them. 63
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m.

PL.5 Absence Without Pay

PL.5.1

Employees with at least six (6) consecutive months of continuous employment who are granted Maternity or Adoption Leave are eligible for a **maximum** of **fifty-two** (52) weeks of absence **from work** for maternity and child care purposes. The total of seventeen (17) weeks of Maternity or Adoption Leave plus up to twenty-four (24) weeks of Child Care Leave, plus a further period of absence without pay must not exceed a total of **fifty-two**(52) weeks.

PL.6 Parental Three-Day Leave

PL.6.1

CO-parents (that is, the parent who is not taking Maternity or Adoption Leave), with at least twelve (12) consecutive months of continuous employment, will be granted three (3) days Parental Leave *with pay*, for the **birth** or adoption of a child. *63-1/1*

PL.7 Leave of Absence

PL.7.1

Subject to eligibility, an employee's leave of absence, with **or** without special monetary benefits, may comprise:

- for the *expectant mother*: Maternity Leave, Child Care Leave, and Absence Without Pay;
- for the *adoptive parent taking Adoption Leave*: Adoption Leave, Child Care Leave, and Absence Without Pay;
- for the *co-parent* who is taking a child into his/her home: Parental Three-Day Leave, Child Care Leave, and Absence Without Pay.

PL.8 Benefits

PL.8.1 - Pension Plan

For employees who qualify for UI benefits and have one (1) year of continuous employment, the first four (4) months of Adoption or Maternity Leave will count as pensionable service under the provisions of the Corporation's pension plan but no contributions to the plan will be required from the employee. (The Corporation will continue to pay its share of the plan).

For those with one (1) year of continuous employment who do not qualify for UI benefits, normal pension contributions from the employee will be required for the first two (2) weeks with pay, but will not be required for the following fifteen (15) weeks.

The first four (4) month period counts as pensionable service only if the employee returns to work immediately following Maternity or Adoption Leave and other absences permitted under this policy, and resumes pensionable service (i.e. receives salary for fifteen (15) calendar days in a calendar month and therefore resumes contributing under the pension plan).

Employees with more than six (6) but fewer than twelve (12) months of continuous employment proceeding on Child Care Leave may choose to continue pensionable service if they maintain their share of contributions during this period.

Employees who continue on Absence Without Pay beyond Maternity and Child Care Leave may choose to continue pensionable service if they pay both the employer and employee shares of the pension contributions. The commitment to pay both share must be made prior to beginning Child Care Leave, and arrangements to pay must be made immediately after the employee returns to work.

PL.8.2 Supplemental Unemployment Benefits Plan (SUB Plan)

The Corporation's Supplemental Unemployment Benefits plan is dependent on the employee's receiving Employment Insurance benefits. As a result, the fifteen (15) weeks of SUB payments cannot start until Employment Insurance benefits begin. The two (2) weeks of SUB payments at ninety-three per cent (93%) of salary will be paid for the two (2) weeks immediately preceding the fifteen (15) weeks, which are paid at seventy-five percent (75%) of the employee's weekly salary.

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If the employee receives earnings **from** other sources which reduce their Employment Insurance benefits below the normal weekly level, the CBC will not increase its SUB plan payment to cover the decreased amount of Employment Insurance benefits. If the employee receives earnings from other sources which, when added to Employment Insurance benefits and SUB plan payments, would exceed ninety-five percent (95%) of salary, the SUB plan payments will be reduced accordingly.

Note: Employment Insurance benefits cannot be applied until ten (10) weeks before the expected birth week and there is a two (2)-week waiting period.

PL8.3 Other Benefits

- (i) For the period of Maternity, Adoption, Parental and/or Child Care Leave, the Corporation will continue payment at no cost to the employee for employer-paid benefits, e.g. basic Provincial Hospital/Medical, supplementary coverage and Basic Group Life Insurance.

During the period of Absence Without Pay, the employee may elect to maintain coverage by paying required premiums in full.

- (ii) For employee-paid benefits, the employee may arrange to continue coverage, at the employee's expense.

PL.9 Break In Service

PL.9.1

Continuity of service for purposes of seniority shall be considered unbroken upon return to work immediately following leave authorized under this policy.

PL.10 Annual Leave

PL.10.1

Annual leave credits will accumulate for the first four **(4)** months of Maternity/Adoption Leave, provided that, at the end of the authorized leave of absence, the employee **returns** to active work for ten (10) working days within a calendar month. Annual leave credits and Parental Three-Day Leave may not be used for this ten (10) day qualifying period.

PL.11 Severance Pay

PL.11.1

The first four (4) months of Maternity/Adoption Leave will count **as** service for severance pay purposes provided they count **as** pensionable service.

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PL.12 Leave Requests

PL.12.1

Requests for Maternity Leave are to be submitted in writing accompanied by a medical certificate, at least four (4) weeks before the **starting** date (unless there is valid reason why such notice cannot be given). Leave of absence may commence at any time up to the anticipated date of birth, however, Employment Insurance maternity/adoption benefits and therefore SUB plan benefits cannot be applied for ~~until~~ ten (10) weeks before the expected birth week and there is a two (2) week waiting period.

Requests for legal Adoption Leave are to be submitted in writing at least four (4) weeks prior to the completion of Maternity/legal Adoption Leave.

Requests for Child Care Leave are to be submitted in writing at least four (4) weeks prior to the completion of Maternity/legal Adoption Leave.

Requests for leave should indicate the intended length of absence.

PL.13

Upon request, the Corporation will inform each employee on leave of employment, promotion and training opportunities in his/her location.

PL.14 Returning to Work

PL.14.1

The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to work. All employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the **same** wages and benefits, and appropriate to his/her skills and abilities.

PL.14.2

The employee's supervisor will ensure adequate time for **training** for technological or operational change (if applicable) is provided after the employee returns to **work**.

PL.15

An employee unable to return to work owing to disability or illness will receive the benefits provided in Article **STD/LTD**, providing the employee has kept up his/her coverage.

PL.16

If an employee fails to return to work at the conclusion of the leave of absence that was requested and granted, he/she will be separated from staff on the last date of their authorized absence.

PL.17

An employee may request to change the duration of his/her Child Care Leave (within the ~~maximum~~), upon four **(4)** weeks advance written notice to the Corporation.

PL.18

There shall be no pyramiding or double payment of CBC monies or benefits related to the application of this Article.

ARTICLE "STD"

STD/LTD

50.1

Employees are entitled to disability and/or sick leave benefits in accordance with the following provisions.

50.2

The Corporation accepts that it is the policy (contract) holder in respect to the long term disability plan and agrees the Union and the Employee will be provided access to the insurer.

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50.3 Short-Term/Long-Term Disability Plan

S.T.D./L.T.D. benefits apply to all regular and full time employees in the bargaining units who elected to be covered by these new provisions. Employees hired after April 1st, 1977 participate in these **Plans** as a condition of employment. S.T.D./L.T.D. Disability Plans do not apply to casual or temporary employees.

50.3.1 Disability Income Security

Employees will be protected from loss of basic salary when incapacitated **through** illness or **injury** by means of a Short-Term Disability and/or Long-Term Disability Plan.

50.3.2 Short-Term Disability

Effective April 1st, 1977, the Corporation shall provide, at no cost to employees, a Short-Term Disability Income Protection Plan in accordance with the following schedule:

An employee with service length of

will receive benefit of

More than	but less than	full salary for	plus 66 2/3 salary for
3 months	1 year	2 weeks	15 weeks
1 year	2 years	4 weeks	13 weeks
2 years	3 years	6 weeks	11 weeks
3 years	4 years	8 weeks	9 weeks
4 years	5 years	10 weeks	7 weeks
5 years	6 years	12 weeks	5 weeks
6 years	7 years	14 weeks	3 weeks
7 years or more		17 weeks full salary	

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Upon request, **an** employee will be advised of the **status** of S.T.D. Benefits available to him/her.

50.3.3

New employees 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.

50.3.4 Long-Term Disability

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An employee who is disabled, as defined in the Long-Term Disability Plan for a period in excess of eighty-five (85) working days will (unless they elect option under Article 50.3.7 iv) on the eighty-sixth (86th) day of such disability, receive income protection payments equal to sixty percent (60%) of their basic salary (subject to a cost-of-living adjustment of up to a maximum of four percent (4%) annually) until recovery, retirement or death. Long-Term Disability claims are subject to periodic review for acceptance.

50.3.6

An employee receiving Long-Term Disability Benefits will, for the duration of Long-Term Disability Benefits have all premiums normally payable for the various insurance and income protection plans waived with full coverage maintained. No employee contributions to the CBC Pension Plan will be required and the employee shall continue to accrue pensionable service while in receipt of Long-Term Disability Benefits.

50.3.7

As of March 31st, 1977, all "sick leave credits" accumulated by an employee shall be frozen and set aside in a "bank" for use by the employee. These credits may be used in accordance with the following options or in any other manner which may become available:

- i) an employee with less than seven (7) years' service may draw from their "bank" of "Sick Leave Credits" to bring their Short-Term Disability Benefits up to full salary;
- ii) a working employee may opt out of the Long-Term Disability Plan (and cease premium payments) when their age plus their "banked sick leave credits" and/or benefits entitlement under the Short-Term Disability Plan will provide disability income protection to retirement;
- iii) an employee in receipt of Long-Term Disability Benefits may opt out of this plan when their age plus their "banked sick leave credits" will provide disability income continuance until retirement. In the event that the salary scale for the position (or its equivalent) vacated by the disabled employee increases, the income protection provided will be at the higher salary in effect when the employee opts to use their "banked sick leave credits" rather than remain on Long-Term Disability Income;
- iv) an employee may elect to draw from the "banked sick leave credits" at the completion of the Short-Term Disability entitlement, and prior to receiving Long-Term Disability benefits if he/she so elects.

50.4.1

The bargaining units will have the right through their representatives on the Consultative Committee on **Staff Benefits** to take **part** in the election of **a** Union Representative to the adjudication committee which reviews Long-Term Disability cases and may, in the case of **a** claim involving a member of the bargaining units, name a NABET representative to sit on that particular adjudication.

Sick Leave "Old" Plan

50.5

Those regular or full-time employees who were on staff prior to April 1st, 1977 and opted to remain under the provisions of the "old" benefit plans including sick leave and temporary employees, will continue to benefit from this Plan which **is** described in H.R.P. 4.7.

50.5.1

Leave with pay for illness is granted to employees under the conditions set forth in Appendix "A" (H.R.P. 4.7).

50.5.2

For purposes of computing credits earned, any calendar month in which the employee is entitled to salary for a minimum of ten (10) working days shall be taken as a full month of service. Sick leave credits are accumulated in accordance with the sick leave schedule in Appendix "A" (H.R.P. 4.7).

50.6

It is **AGREED** and **UNDERSTOOD** by the Parties that, effective April 1, 1977, the Sick Leave provisions of the Collective Agreement are amended to the extent of the new Disability Income Security Plans **as** set forth above.

The Corporation **AGREES** that notwithstanding the changes to the benefit plans instituted April 1, 1977, all employees on staff **prior** to April 1st, 1977 will continue to enjoy full access to all current benefits unless they individually elected to participate in the new benefit plans.

ARTICLE "I"

INCAPACITATED / DISABLED EMPLOYEES

I.1

The following replaces all policies and/or employment guarantees and is the complete protocol for re-integrating incapacitated persons into the workforce.

I.2

Employees who have been approved on L.T.D. will have benefits provided in accordance with the terms and conditions of the L.T.D. plan. Employees who are fully recovered and satisfy the Corporation that they **are** medically fit to resume full duty, will be placed in a suitable vacancy or category of employment **as** that which they held immediately prior to being approved on L.T.D. If no suitable vacancy exists at the same level, the returning employee will displace the most junior person in the same classification or category (at the location).

If no junior person exists in the same classification or category, the employee will displace the most junior employee in a classification or category of **a** lower group for which the returning employee possesses the necessary education, experience, and qualifications. The person so displaced will be given rights under Article "SR" (**Staff** Reduction). With reference to this clause, if no position is found at the location, placement opportunities will occur within the region.

I.3

If the employee returning from L.T.D. has been certified medically fit to return to duty to his/her regular position and there is a medical restriction which is temporary (i.e. no more than six (6) months), the Corporation will make reasonable efforts to accommodate the temporary restrictions.

I.4

If the restrictions are of a permanent nature, the Corporation will make reasonable accommodation in providing technical aids, devices or reasonable modification of the work environment for employee(s) with such permanent restrictions, if **and** when it will **allow the** employee(s) to return to 111-time employment. Such employment will be at their regular job or at any job at the same or lower level within the bargaining unit that they are capable of performing. The definition of reasonable accommodation shall be the same **as** defined in the Federal **Human Rights** legislation.

I.5

When an employee is placed in a position as per clause I.4 above and fully recovers at any time within two (2) years from return to full-time duty, he/she will be entitled to return to his/her former or equivalent category of employment within one (1) year of being declared fully recovered. **This** will be subject to a suitable vacancy becoming available.

I.6

The employee shall fully co-operate with the Corporation by providing any and all relevant medical information related to employment and/or restrictions.

I.7

It is agreed and understood that employees placed in a position or category of employment will be paid the rate of pay for the position in which they have been placed.

I.8

The employee will cooperate fully with the insurance company and the Corporation in matters relating to training and/or opportunities for placement outside the Corporation if no placement inside the Corporation can occur.

I.9

Persons who refuse reasonable employment opportunities or who fail to cooperate in **obtaining** suitable **employment** or who fail within the trial period due to their own lack of commitment or cooperation may be released from employment with no further rights of employment within the Corporation.

I.10

The above applies to all persons who apply and are accepted for L.T.D. from April 1, 1996 onward.

ARTICLE "B"

BENEFITS

The Corporation and the Union agree to:

1. Reduce the cost of the benefit plans in the Corporation by \$2.7 million dollars. **This** objective will be achieved in part by eliminating, upon the signing of this Agreement (Article HM), the reimbursement of Provincial per capita cost of Medical/Hospital coverage (savings of approximately \$1.86 million dollars) **and** in part by reviewing, **as** a minimum, the Supplementary Health Care Plan in order to reduce its cost by approximately \$840,000, distributed equitably between the various bargaining units, the confidential and the management groups.
2. Design a common Dental Plan for the Canadian Union of Public Employees (CUPE), the Communication, Energy and Paperworkers Union of Canada (CEP) and the Canadian Media Guild (CMG). **This** Dental Plan must be self-sufficient and must ensure that the deficit of the current dental plans is eliminated within five **(5)** years **of** the implementation of the new plan. The new plan will be managed by the Corporation **and** funded through a percentage of not less than one percent (1%) **of** the salary base of the bargaining units, adjusted on April 1st of each year.

POWERS AND MANDATE OF THE SPECIAL COMMITTEES

The members of the Consultative Committee on Staff Benefits agree to form a Special Committee on Benefits which will be empowered to amend or change the relevant provisions of any of the collective agreements in order to achieve the first objective.

A sub-committee of the above-mentioned Special Committee consisting of one (1) representative from CUPE, one (1) representative from CMG, one (1) representative from CEP and one (1) representative from the Corporation will be empowered to amend or change the relevant provisions of the collective agreements in order to achieve the second objective, regarding the common Dental Plan.

Those committees will be responsible for the design and the implementation of the relevant benefit plans in order to achieve the above-mentioned objectives by December 31, 1996. The Special Committee on Benefits must review, **as** a minimum, the Supplementary Health Care Plan and any other benefit plan mutually agreed to by the members of the Committee.

Decisions of the Committees shall be based on consensus.

In the event that the committees reach an impasse or fail to meet their deadline, it is understood that the Corporation shall implement the required changes to achieve the objectives, it being understood that the minimum benefits will be as outlined in the following charts. The Corporation undertakes to implement the required changes at the same time for the various bargaining units, the confidential and the management groups.

INTERIM MEASURES

The Corporation and the Union agree to freeze the current entitlements until the above-mentioned committees reach an agreement or until December 31, 1996, whichever comes first:

- a) Hospital/Medical Coverage with the exception of the Provincial Medicare Subsidy, which is going to be paid in accordance with Article HM (Hospital/Medical Coverage) as of the date of signing of the present Agreement;
- b) Dental Plan, except that membership in this plan will be frozen as of the date of signing of the present Agreement, i.e. no additional employee will be allowed to join the current dental plan.

MINIMUM PROVISIONS AS OF JANUARY 1, 1997

Should the Special Committee and/or the sub-committee fail to reach agreement within the specified period, the following minimum provisions shall apply to all eligible employees:

Supplementary Health Care Plan

Great West Life	Carrier
Co-Payment	90% on Everything Except Masseur(s)
Semi-Private	90% (No Deductible)
Drugs	90%
Private Duty Nurse	\$100,000 Per Year Max.
Coverage Outside Canada	\$300,000 Life Time Cap

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Great West Life	Carrier
Psychologist	90%
Chiropractor, Podiatrist, Osteopath, Acupuncture, Naturopath	90% to a maximum of \$300 50% thereafter
Masseur	No Change
Vision Care	\$240 / 24 Month

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Other Covered Expenses at 90%:

- Diabetic Supplies
- Ambulance
- Convalescent Care
- Hearing Aids
- Wheelchairs
- Prosthetic Appliances
- Physiotherapy

Atlantic and Quebec Blue Cross fold into the Great West Life Plan

Dental Plan

- a) Employees shall contribute one percent (1%) of their salary for the dental plan.
- b) The coverage shall be:

70%
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Co-Insurance

Basic	90%
Endo	75%
Perio	75%

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Maximum

Basic	\$1,500. ⁰⁰
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Miscellaneous

Recall (check up)	9 months intervals
Complete exam time limit	5 years

- c) The above plan will be paid at the 1995 fee guide.

ARTICLE "AD" (U:56)

ACCIDENT ON DUTY

AD.1

For employees who are absent **as** a result of **an** accident while on duty, the Corporation will grant additional pay over and above that which is allowed by the Worker's Compensation Board in order to maintain the employee on full *salary*.

AD.1.1

In order to maintain *salary* payments, the employee will be placed on leave **of** absence with pay, and the Worker's Compensation Board will be advised against issuing compensation salary payments during the period that such leave is granted. The leave will not be charged against any of the employee's leave credits.

Claims not accepted by the Worker's Compensation Board will not be **classified for leave** purposes as an accident on duty, and will be automatically processed **as sick leave, STD/LTD** (in accordance with the requirements of the plan), or absence without pay.

AD.1.2

Before reporting for duty following a compensable injury, an employee may be required to produce evidence of good health, **showing** that he/she has recovered and is able to resume his/her normal duties. Upon receipt of this evidence, the Officer-in-Charge of **Human** Resources will authorize the employee to return to duty. When an employee is unable to resume normal duty, he/she will be afforded rights in accordance with Article I (Incapacitated/Disabled Employees).

AD.2

There shall be no pyramiding of CBC benefits or payments related to the application of this Article.

ARTICLE "HM"

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7/20

HOSPITAL/MEDICAL COVERAGE

HM.1

Where the Corporation directly pays provincial Medical/Hospital premiums through a payroll tax, no reimbursement will be given to employees. Where no other payment scheme is available, the Corporation will pay one hundred percent (100%) of the Provincial Hospital/Medical premiums to ensure employee coverage.

In the event any legislation or alternative payment scheme(s) is introduced in the future which does not require payment by the Corporation, the Corporation reserves the right to retain any and all savings as a result of such alternative funding arrangements.

ARTICLE "LI"
LIFE INSURANCE

All full-time employees are entitled to insurance coverage in accordance with the following provisions.

SECTION A - OLD PLAN

LI.1

The provisions of Section A (Old Plan) apply only to full time employees who chose to retain these benefits rather than the benefits outlined in Article LI.2. For eligible employees the present premium rate for the CBC Group Life Insurance Plan is twenty-six cents (26¢) bi-weekly for \$1,000 coverage, and the Corporation at present contributes \$2.99 bi-weekly 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 contributionsto premium rate.

LI.1.1

The current 24-Hour-Voluntary-AccidentDeath and Dismemberment Insurance Plan will continue to be made available to eligible employees and they may opt in or out of such coverage on a twice-yearly basis (April 1st).

LI.1.2

A fully paid-up Life Insurance policy in accordance with the schedule of paid-up insurance under the old Group Life Insurance Plan will be provided by the Corporation at no cost to all eligible employees at normal retirement age.

Employees who retire early (before age 65) can, at their option, continue to be insured, at the rate of one times (1x) basic salary with full cost to be borne by the employee. Alternatively, and if eligible, the employee may elect to receive a full paid-up policy of \$4,000.

LI.1.3

Employees covered under this plan are also eligible for coverage under the Corporation Travel Accident insurance plan.

SECTION B - NEW PLAN

LI.2

The following provisions will apply to all those full-time and eligible term employees who opted for coverage effective April 1, 1977, and will apply to all employees hired after April 1, 1977, as a condition of employment.

LI.2.1

Effective April 1st, 1977, the Corporation will provide at no cost to each eligible employee basic Life Insurance in the amount of \$25,000.00 or two times (2x) the employee's basic annual salary (whichever is greater). Optional insurance coverage (at group rate cost) will be available to each eligible employee. An employee may elect to participate in any of the optional portions of the new Group Life Insurance programs as described in and under the conditions of the Plan.

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LI.2.2

The following plans are optional and employees may elect to participate:

In addition to the basic Life Insurance provided by the Corporation, under Article LI.2.1, the employee may purchase total basic and optional Life Insurance up to five times (5x) salary at group rates. Medical evidence of insurability will be required for all the above except for the extra one (1x) times option.

LI.2.3

An employee may elect to participate in Dependent(s) Life Insurance in the amount of \$15,000.00 for a spouse and \$7,500.00 for each child. Common-law relationships will be recognized after one (1) year of co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependants.

5,000.

X

Proof of medical insurability will not be required for optional life coverage of one time (1X) salary or dependent Life Insurance if the employee enrolls within:

- a) Thirty (30) days from April 1, 1977;
- b) Within thirty (30) days from date of marriage;
- c) Within thirty (30) days from the birth of a child;
- d) Within thirty (30) days from date of employment for employees hired after April 1, 1977;
- e) During the annual open enrolment period (April 1st)..

LI.2.4

As an additional option, up to a maximum of \$100,000.00 in Reducing Term Insurance may be made available to each eligible employee at group rates upon evidence of medical insurability. The rate remains fixed at the age-rate upon enrolment.

50,000.

X

LI.2.5

The current 24-Hour-Voluntary-Accident Death and Dismemberment Insurance Plan will continue to be made available to each eligible employee and they may opt in or out of such coverage on a yearly basis (April 1st).

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LI.2.6

A fully paid-up Life Insurance policy in the amount of \$4,000.00 will be automatically provided by the Corporation at no cost to all eligible employees at normal retirement age. Employees **who** retire early (before age 65) will continue to be insured at no cost by the Corporation's basic life insurance of ~~\$25,000.00~~ or two times (2x) basic salary, whichever is the greater until normal retirement age.

LI.2.7

Employees covered under this plan are also eligible for coverage under the Corporation Travel Accident insurance plan.

ARTICLE "TAI"
TRAVEL ACCIDENT INSURANCE

Travel Accident Insurance will be granted in accordance with corporate policy

ARTICLE "ML" (U)

MEDICAL

ML.1

In all cases of disability an employee shall inform his/her supervisor **as soon as possible**., In all cases of disability in excess of three (3) days, the employee must, if required, produce satisfactory evidence (certified by a qualified medical practitioner) **of** inability to perform duties. Notwithstanding the above, **an** employee who has been granted nine (9) days or more of sick leave within any consecutive twelve (**12**) month period, of which none has been certified by a qualified medical practitioner must, if required, produce satisfactory medical evidence (certified by a qualified medical practitioner) for each subsequent day of absence within that same twelve (12) month period.

ML.2

The Corporation reserves the right to require a certificate **from an** employee certifying that he/she is fit to resume full and normal duty following an absence.

ML.3

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

ARTICLE "TRN" (U:34)

TRAINING

TRN.1

The Corporation recognizes the value of training and professional development for present and future needs and agrees to provide employees in the bargaining unit with opportunities to participate in programs that will broaden the employee's **skills** in broadcasting and enhance levels of performance.

TRN.2

The parties recognize that the provision of training under this Article is subject to funds being made available by the Corporation for the purpose of training.

TRN.3

As part of the local and national joint committee process, the parties shall identify training and development needs and advise on programs or services available to meet those needs.

TRN.4

Employee may request to have documents related to their upgraded knowledge or skills placed in their human resources file.

TRN.5

In accordance with its educational policy the Corporation will, at its expense, send employees to courses when it is in the Corporation's interest or when it is a job requirement in order to encourage employees to develop and improve their job performance.

TRN.6

Furthermore, the Corporation may grant leave without pay or may pay part or all of the registration and tuition fees of a course which has been approved by the Corporation and which the employee wishes to take providing such course relates to the type of work done by the employee.

TRN.7

Recognizing the mutual benefits derived from training, while employees are attending a Corporation assigned course they shall be paid at their regular salary rate. Where training occurs on an employee's scheduled day or days-off, the employee shall be given time off in lieu on the basis of a day-off for a day-off and all overtime and penalty provisions of the Collective Agreement will be waived.

2-311

TRN.8

Travel time in connection with training activities shall not be compensated.

TRN.9

Training is the assignment and accountability of one employee for another reaching a predetermined level of competence in a job, function or work procedure. **This** instruction may be given in a class room context or on the job and may require that course material be provided.

Training is separate and distinct from familiarization where an individual already possesses general skills and knowledge of functions or equipment operation and only requires direction in the application of these skills or knowledge in a different **work** environment.

ARTICLE "CA" (U:68)

CONCLUSIVE AGREEMENT

CA.1

The parties hereto agree that this collective agreement is the conclusive agreement between the parties and that any matter not herein specifically dealt with shall not be the subject of negotiations prior to the expiration of this collective agreement unless mutually agreed.

CA.2

Where the parties agree to any appendices to this Agreement that form part of this Agreement, it is agreed and understood that such appendices will form an integral part of the collective agreement except that in the case of conflict between one text and the other, the provisions of the collective agreement shall prevail.

ARTICLE "N" (U:70)

NOTICE OF NEGOTIATIONS / RENEWAL

N.1

Prior to the expiration date of this Agreement either party may within a period of three months preceding the date of expiration, by Written notice, require the other party of the Collective Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. If written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until seven (7) days after advice has been received from the Minister as set forth in the ~~Canada~~ Labour Code .

N.2

Upon receipt of notice from one of the parties of a desire to negotiate a new Agreement, as provided in Article N.1 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

N.3

If neither party gives notice of termination nor of a desire to negotiate a new agreement this agreement shall be automatically renewed for a further period of one (1) year and from year to year thereafter.

ARTICLE "CONC" (U:73)

CONCLUSION

CONC.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 to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or **any** 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.

ARTICLE "ED"

EFFECTIVE DATE AND DURATION

This Agreement, except **as** otherwise specified, shall be effective **from** the date of ratification and shall continue in effect until midnight, June 1st, 1998.

APPENDIX A

TABLE OF LEAVE CREDITS

Based on 5 Day Week

ANNUAL LEAVE CREDITS

Completed Months of Service during Preceding Fiscal Year	Less than 8 Years of Service	From 8 to 19 Years of Service	From 20 to 26 Years of Service	After 27 Years of Service
1	1 1/4	1 2/3	2 1/12	2 1/2
2	2 1/2	3 1/3	4 1/6	5
3	3 3/4	5	6 1/4	7 1/2
4	5	6 2/3	8 1/3	10
5	6 1/4	8 1/3	10 5/12	12 1/2
6	7 1/2	10	12 1/2	15
7	8 3/4	11 2/3	14 7/12	17 1/2
8	10	13 1/3	16 2/3	20
9	11 1/4	15	18 3/4	22 1/2
10	12 1/2	16 2/3	20 5/6	25
11	13 3/4	18 1/3	22 11/12	27 1/2
12	15	20	25	30

It is recognized that the fourth, ~~fifth~~ and sixth week's annual leave provisions are applicable during the fiscal year in which an employee's 8th, 20th, or 27th anniversary occurs.

APPENDIX B

OUT OF COUNTRY WORK

OC.1

Corporation personnel assigned to **work** and to be based outside of Canada on a continuing basis are not covered by the terms of this agreement except for the following provisions:

- seniority accrual;
- annual leave credits;
- pension contributions (on base *salary*);
- Group Life insurance; and
- Accidental Death and Dismemberment coverage.

At the conclusion of the out **of** country assignment, re-integration will not be subject to the posting provisions of this agreement. Such re-integration will be at the same *salary* level **as** the person had in their former classification, but may not be at the same location the individual left.

APPENDIX C

Letter of Understanding

STATEMENT OF QUALIFICATIONS

The purpose of the Statement of Qualifications is to identify clearly the requirements and expectations of the job to potential candidates.

A Statement of Qualifications will include:

- a description of the core functions of the job;
- a description of the specific requirements of the employing department;
- objective criteria;
- subjective criteria (**as** required).

Objective criteria can include, but are not limited to, core functional requirements such **as**:

- ability to execute the skills required to carry out the **tasks** of the position
- education
- knowledge
- training
- experience

Subjective criteria can include, but are not limited to, specific factors such **as**:

- demonstrated talent in the specific functions or areas required
- demonstrated creativity in the specific functions or areas required
- demonstrated innovation in the specific functions or areas required
- demonstrated planning and organizational skills in the specific functions or areas required

A Statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas.

APPENDIX "D" (U:67)

Letter of Agreement

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

There shall be a Consultative Committee on Staff Benefits whose terms of reference shall be as set out below.

1. ESTABLISHMENT

The established Consultative Committee on Staff Benefits will continue, membership in which shall be opened 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, Compensation and Benefits or his/her Designee, who shall be the Chairperson of the Committee. The Vice-Chairperson shall be elected by the employee groups. The Committee or any of its members may invite observers and/or technical advisors who shall have voice but not vote. The Committee shall establish its own rules of procedure.

2. FUNCTIONS

The function of the Committee shall be to discuss and make recommendations with respect to the administration and modification of all present and/or future benefits plans affecting Corporation employees. By way of illustration but not limitation, 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 benefit 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 weeks 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.

5. Nothing herein shall prevent any or all of the unions represented on the Committee from negotiating in their Collective Agreement 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.

APPENDIX E

PROGRAM ACQUISITION

It is the intent of the parties to this agreement to ensure the CBC will continue to originate a broad spectrum of programs using its own resources, subject to the availability of funds. Specifically, the parties agree to the following:

News and Information Programming

In the areas of News, Information and Sports Journalism programming, the Corporation's originations will be predominant.

Sports Journalism includes documentaries, investigative reporting, or regional and national sportscasts.

Arts and Entertainment Programming

In the A&E area which includes all programming with the exception of News, Information and Sports, the Corporation undertakes that forty (40) per cent of its original Canadian production will be Corporation originated.

Included in this forty per cent (40%) is both In-House programming and productions in which components from a program partner are blended with predominantly CBC resources and employees.

Sports Programming

It is the Corporation's intent to remain in the Sports programming business. The exact configuration of our participation in that business may be re-defined for economic, business, or competitive reasons. As a consequence, the CBC cannot guarantee defined levels of In-House production of Sports programming, however, we do guarantee that 'in the fiscal year 1996/97, the level of Sports production will not be reduced.

NOTE:

The CBC agrees to review its planned program mix on an annual basis with Union representatives.

APPENDIX F

INTERIM PROCEDURES - MAINTENANCE CAREER STRUCTURE

1. Group "A" Technicians in the Structure as of January 12, 1989 will continue to have access to and progress on the "Old "A" Scale" which is reproduced below.
2. Group 8 Technicians connected with the Maintenance Career Structure in its initial implementation in 1979 will continue to be treated in accordance with a side letter to this Agreement the contents of which appeared as item c) in the Letter of Understanding on the Structure signed August 1980.

The parties agree to the following method of remuneration for these Remote Area Transmitter Technicians Group "A":

- The parties have agreed that the provisions of Article A.4.1 in respect to upgrading to Group "B" will not apply to Remote Area Transmitter Technicians Group "A" assigned to work alone at remote area transmitter sites.
- In lieu of the application of Article A.4.1, Remote Area Transmitter Technicians Group "A" assigned to work alone at a remote transmitter site will be remunerated as follows:

GROUP "A"

Maintenance Technician

May 6, 199

	Per Annum Rate	Bi-Weekly Rate	Hourly Rate
start.	29,019	1,111.84	14.35
6 months	30,291	1,160.57	14.98
1 year	31,560	1,209.20	15.60
18 months	32,833	1,257.97	16.23
2 years	34,105	1,306.70	16.86
3 years	35,376	1,355.40	17.49
4 years	36,644	1,403.98	18.12
5 years	37,915	1,452.68	18.74
6 years	39,187	1,501.42	19.37
7 years	41,140	1,576.25	20.34

APPENDIX G
Letter Of Clarification

WORK WEEK AND DAYS OFF

Appendix G is withdrawn by the Corporation.

APPENDIX H
Letter Of Agreement

WORK WEEK ADJUSTMENT

It is understood that employees in the bargaining unit defined by the CLRB in its decision of November 4, 1993, had work weeks of different durations.

Some employees previously worked and were paid for a work week less than thirty-eight and three-quarter (38 3/4) hours (former SEIU and CUPE O&P). In those cases, the new work week will consist of thirty-eight and three-quarter (38 3/4) hours, and employees' salaries will be increased accordingly.

Other employees previously worked and were paid for a work week greater than thirty-eight and three-quarter (38 3/4) hours (former CUPE PROD). In this case, current employees will continue to work and be paid for a forty (40) hour work week. However, as positions become vacant, the work week for those positions will become thirty-eight and three-quarter (38 3/4) hours and the salaries attached to them will be adjusted downward to fit the new work week.

APPENDIX I

Letter of Agreement

JOB EVALUATION (U:47)

The Parties agree to form a joint committee to guide development of a job evaluation plan for unionized employees. **This** memorandum contains the following:

1. Committee Mandate and Tasks
2. Development Methodology
3. Intent of the Job Evaluation Plan
4. Principles of the Job Evaluation Plan
5. Standards which the Job Evaluation Plan must meet
6. Job Evaluation and Compensation
7. Cost Impact of the Job Evaluation Plan
8. Interim Arrangements
9. Implementation Agreement
10. Date for completion of the Job Evaluation Plan
11. Term of the Memorandum of Agreement

Committee Mandate and Tasks

Recognizing the CBC's right to organize work and to determine the content of any job, the Parties agree to form a Joint Job Evaluation Committee, consisting of equal numbers of Management and representatives from the Canadian Media Guild, CUPE (CBEU) and CEP/NABET, whose mandate will be to ensure development of a Job Evaluation Plan.

The Joint Committee will ensure the development of a Job Evaluation plan in accordance ~~with~~ this Memorandum of Agreement. The roles and responsibilities of the Joint Committee and Management will be **as** follows:

Management

- Prepare Job Descriptions
- Give Job Descriptions to Committee

- Evaluate all non-benchmark jobs
- Present results to committee
(Including job descriptions, scores on all factors, total scores)

Joint J.E. Committee

- Develop JE Plan
- Check and Validate Job descriptions for content
- Select Benchmark Jobs
- Test & evaluate the plan using benchmark jobs

- Review results and Bargaining Units provide feedback to management

Once it has completed its mandate, the Joint Job Evaluation Committee will be disbanded.

Dispute Resolution Mechanism

Should the Union disagree with the results of Management's evaluation, within 30 days of receipt of the information, they shall inform Management in writing of their disagreement. The Parties shall meet within a further 30 days to discuss the Union's evaluation results.

Should the parties continue to disagree with the results of the evaluation of the job(s), the matter may be referred to a Dispute Resolution Process described as follows:

- the parties shall arrange for a meeting with a mutually agreed third party who is familiar with this job evaluation plan to act as a mediator;
- the mediator shall have no authority to impose any decision on the parties. The process of mediation shall be conducted without prejudice to the position of either party and the content of the discussions held cannot be relied upon by either party in any subsequent arbitration;
- should the parties not resolve the differences between them at the mediation stage, the matter may be referred to an arbitrator within 60 days of the completion of the mediation process;
- should the parties not be able to mutually agree on an arbitrator, they shall apply to the Minister for an appointment;
- the parties agree the jurisdiction of the arbitrator shall be limited to the following areas only:
 - a) whether the Job Evaluation Plan process was properly followed or;
 - b) whether Management's evaluation rating were correct;
- it is further agreed the Arbitrator shall not:
 - a) amend the Job Description or;
 - b) amend the Job Evaluation Plan or any part thereof.

Development Methodology

The Parties recognize that they and others have already done work in developing job evaluation plans and it will be helpful to capitalize on that work. Therefore where appropriate the Parties will make use of expert consultants who may investigate and assess options for a plan, measured against the agreed standards. Such experts will consider and examine all or parts of the following:

- internal and external plans
- previous work done by the parties with regard to a new J.E. plan
- developing a custom plan

Intent of the Job Evaluation Plan

To ensure the ongoing integrity of the job evaluation process, it is agreed that the following is the intent of the Job Evaluation plan and that it will form an integral part of it.

The CBC and its Unions agree that **this** job evaluation plan is solely for the purpose of establishing and applying objective criteria to new and existing jobs in **our** workplace in order to ensure that they **are** equitably ranked,

This plan is intended solely to determine the relative worth of jobs in relation to others in the organization. Job evaluation is intended **to determine** the ranking of **a** job, not the performance of the incumbent; neither does it include setting the rates of pay.

Principles of the Job Evaluation Plan

The following principles will be used to guide both the development and the application of a new Job Evaluation plan, and they will form an **integral** part **of** the new plan.

1. Job Evaluation should not be substituted for the collective bargaining process to obtain salary increases for employees.

*Job Evaluation is the process of determining the value **of** an individual job in relation to the other jobs in the organization. Its end products are job profiles which describe the work, and ratings which place those jobs in the hierarchy. It is not a process to determine compensation. Compensation is determined through collective bargaining.*

2. Neither party uses the process to raise expectations. The plan will determine the outcome.

Job evaluation is concerned with accurate assessment of required work being performed. Ratings are the means of quantifying that assessment.

The focus of job evaluation discussions for all parties involved must therefore be concerned only with accurate workplace information.

3. The JE plan is not intended to create windfall increases.

It is recognized that after implementation of a job evaluation plan there may be cases where similarly-rated jobs were previously compensated at different levels. In such cases, these jobs will now be paid in accordance with the application of the plan.

4. Factor interpretations should remain consistent.

New interpretations of factors, unsupported by new facts, generate inconsistency.

5. Job Descriptions.

Describing work will be a simplified process with job content expressed functionally within broad categories. For example, "editing" would be described in terms of the editorial judgment made, not the tools used.

The Parties acknowledge that current job descriptions are so restrictive that new job descriptions are required nearly every time a new tool is introduced or a role changes slightly, perpetuating expensive processes and arbitrations.

6. Quantity of tasks is not a job evaluation issue.

Depending on the operational needs of any location, personnel may be required to perform a variety of different tasks within a given pay scale. Such requirements will not affect the value of the role.

While it applies to future workforce structures, this principle is derived from practices that exist in current collective agreements. Job Evaluation should not be used as a tool to attempt to raise the value of multi-skilled roles.

7. Jobs can be rated downwards, upwards, or remain the same.

The relativity of previously rated jobs may need to change as job content changes. The underlying principle is that if objective examination can cause a rating to increase, then it must be possible for objective examination to cause a rating to remain unchanged or decrease.

8. Not all factors will be applicable to all jobs.

The CBC is complex organization and contains a wide variety of jobs. There will be factors applicable to some 'types' of work that will not apply to others and, in those cases, the factors will not contribute to the value of the jobs.

Standards which the Job Evaluation Plan must meet

The following will be the standards for the new **plan**:

1. **One plan for** all jobs in the Canadian Media Guild, CUPE (CBEU) and CEP/NABET
2. Fair and equitable
3. Reflects what is valued by the CBC
4. Must address the full range of work at the CBC
5. Simple process
6. Inexpensive to administer

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1/1

Cost Impact of the Job Evaluation Plan

The new plan will need to evaluate the relative worth of work **as** the Corporation moves into a future of reduced funding and more budget cutting. Therefore the Parties agree:

- cost impact options/plans will be completed prior to implementation of **an** agreed plan
- salaries will be adjusted upward or downward according to implementation;
- for positions adjusted upward retroactivity will commence from the date of agreement on a new plan;
- for positions previously under challenge retroactivity will commence from the date of the challenge.

A significant financial impact, without any plan to mitigate it, can further hamper our ability to produce radio and television programs.

Interim Arrangements

1. Existing Activities

At the time of the signing of the collective agreement all Job Evaluation or Material Change activities will cease including existing challenges, committee activities and any matters currently underway in either of those processes, except:

- those challenges at the National level or at arbitration; or
- those challenges which have been settled in these negotiations.

There will not be any new challenges either from employees or from the Union.

The parties recognize that our current structure is skewed for historical reasons and that continuing application of inadequate processes will simply make the new plan implementation more difficult.

2. Creation of new roles prior to implementation of plan

If new roles are created prior to the implementation of a new Job Evaluation plan the parties will jointly agree on a pay rate for the new role. On implementation of the new JE plan the new role will be evaluated and, if the jointly agreed pay scale is not correct, salaries will be adjusted upward or downward accordingly.

Implementation Agreement

Once all work is completed implementation will proceed addressing such things as:

- A communications strategy
- A freeze on all existing job profiles for the term of the agreement. Neither the **Union** nor employees have the right to challenge past the signing date.
- A description of the options that were developed to ensure implementation would result in all costs being contained within the existing salary base

Date for Completion of the Job Evaluation Plan

Unless otherwise mutually agreed, the new Job Evaluation Plan will be completed not later than twelve (12) months following the signing of a new collective agreement.

In the event that the Parties are not able to agree on a new Job Evaluation plan by this date the Joint Job Evaluation Committee will be disbanded and the Corporation will, without limitation, proceed unilaterally with completion and implementation.

Term of the Memorandum of Agreement

This memorandum is in effect until the date of implementation of the new Job Evaluation Plan or until the agreed date for completion, whichever comes first.

APPENDIX J

HYBRID CROSS-UNIT JOBS

The Corporation and CEP recognize that hybrid and cross-skilling jobs will be the subject of experimentation and discussion. This clearly is a time of transition where both parties will come to share an understanding of the new job definitions and impacts of cross-skilling. During the life of this Agreement, the parties recognize that it is a transition phase that needs to be regularly monitored, reviewed and actioned by the parties as appropriate. While the parties recognize that it is difficult to define at what point occasional cross-skilling becomes a true hybrid job, they will work with a threshold of 40% by time in the non-core functions.

Upon ratification of this agreement, the Parties recognize that there will be a requirement for hybrid jobs. When such roles are developed, the following will apply:

- a) A hybrid job combines the core functions of two (2) or more positions between two (2) or more bargaining units, in proportions to be determined by the Corporation;
- b) The Corporation will ensure that individuals are given sufficient training to perform in hybrid jobs;
- c) Hybrid jobs may be on an experimental basis. The intent is that such experiments will not be longer than six (6) months but may be extended by mutual agreement between the Corporation and the Union. During the experiment, the employee will not receive more than the rate for the highest remunerated job involved in the hybrid assignment or a three per cent (3%) increase, whichever is greater.

In any case, after a final assessment, but no later than one (1) year, the experiment will be terminated or a continuing hybrid position will be established;

- d) Prior to implementation, a complete job description will be provided to the bargaining units involved;
- e) The relative value of the hybrid role will be determined by job evaluation;
- f) The Parties will meet to discuss the duties involved, the affiliation and the dues to be paid;
- g) The Corporation will make best efforts to ensure that hybrid roles are distributed equitably among the bargaining units involved, across all media for the term of the agreement;
- h) It is recognized that any current practice will continue as in the past.

APPENDIX K

NEGOTIATED SETTLEMENTS

The Parties agree to consider the following changes in the classification structure and wage rates within ninety (90) days following ratification:

NUMBER	CLASSIFICATION	NEW GROUP	NEW SALARY
15	Chyron (High)	5B	43,000
10	Sound Effects	5B	43,000
5	Satellite News Gathering	5A	42,000
1	Moving Lights Operator	4	40,139
15	Robocam Operator	5A	42,000
5	Microwave Operator	5A	42,000
1'	Lighting <i>CAD</i>	5	41,052

- The Parties agree that there are two levels of Chyron operation, **and** this appendix addresses the wage scale of the higher level. There will not be more than fifteen (15) positions (three (3) in Toronto and the balance distributed across the regions according to operational requirements).
- The Parties agree that the Robocam Operator classification applies only to work involving robotic cameras with X + Y alignment.
- The Parties agree that retroactivity will be from the date of the challenge and will be paid at fifty percent (50%) of the new pay rate.

APPENDIX L
Letter of Agreement

TRADES SPECIALISTS

The parties agree to the establishment of a *salary* structure for Trades specialists separate from the current Maintenance Structure.

Employees currently classified in the Maintenance Structure under the section of Trades Specialist- Technical Unit will become part **of** the new salary structure.

The existing "Trades Specialist - Technical Unit" contained within the Maintenance Structure will no longer exist.

APPENDIX M
Letter of Agreement

WINDSOR EXPERIMENT

The "Windsor Experiment" will continue until October **31, 1996**.

Within thirty (30) days of the signing of a new collective agreement, a Joint Transitional Committee (the former co-management committee in Windsor) will be established to implement the conditions of the new collective agreement in Windsor.

The Corporation agrees, without prejudice, that **as** of November **1, 1996**, the hybrid jobs created during the Windsor experiment will be placed at a salary level of three percent (3%) above the highest base salary of the jobs included in the hybrid position.

A new job evaluation plan should be in place in approximately twelve (12) **months** from date of ratification and the Corporation agrees that **any** adjustment to the hybrid jobs **as** a result of the JE plan will be retroactive to November 1, 1996.

The Corporation also undertakes to evaluate these hybrid jobs under the new JE plan at the earliest point feasible under the plan.

APPENDIX N

Letter of Understanding

CEP TRAINING FUND

The Corporation will establish a fund for training of employees in this bargaining unit related to the specific matters contained herein.

1. The fund shall be in the amount of one million dollars (\$1,000,000) applicable to each year of this collective agreement effective on date of signing (i.e. year 1996/97 - one million dollars (\$1,000,000) and year 1997/98 - one million dollars (\$1,000,000)).
2. **This** training fund is designed to assist employees in this bargaining unit directly affected by technological change, contracting out, multi-skilling and cross-skilling with a view to enhance their existing skills and equip them with new skills to increase their employability.
3. The Corporation recognizes the significant contribution the Union will make in the determination of the needs for training and the types of training programs required. This shared value is reflected in the Corporation's commitment to work with the Union to jointly determine the training needs of these employees and the types of training **programs** that will be appropriate.
4. The Corporation will meet quarterly, with the Union, at the national level to administer this fund. The accounting of dollars will be provided by the Corporation and quarterly reports on the allocations will be presented at each meeting.
5. Leave of absence, with pay, will be available for up to five (5) employees for participation in these joint meetings.

APPENDIX O

Letter of Understanding

PREMIUM PAYMENTS

The following premiums including previous collective agreement language will continue to exist until a new pay-for-performance system is developed:

- CAM Video
- VTR Production Editor
- Lighting Director
- Co-ordinating Premium
- Training Premium
- Remote Area Premium
- Chief Technician Premium

Pay for Performance

The Corporation undertakes to examine the concept of pay for performance during the term of this Agreement. The design of such a system will include the provision for a Part III type Pension Plan to provide employees the opportunity to invest such additional monies. In essence, it would work like an RRSP and would be subject to restrictions imposed by law.

APPENDIX P

Letter of Understanding

WORKPLACE REORGANIZATION

The CEP and the Canadian Broadcasting Corporation face an unprecedented period of change in markets, competition, technology, of government funding and employee values and expectations. Past success is no guarantee for the future and the organization and its workplace must change accordingly. There are substantial strengths within the Corporation and the Union which can be built on successfully. As the parties face the challenges of the future, they share the following values:

- viewer/listener impact;
- the overriding value of people as a resource;
- quality and continuous improvement;
- a continuous learning*environment;
- union-management collaboration;
- employee diversity;
- a commitment to training;
- positive human interactions;
- ability to compete successfully in the evolving media environment.

The overall goals of the Corporation are to continue to **sustain** a world-class broadcasting system, to provide employment **opportunity**, and to capitalize **on** local initiative based on principles and constructive joint relationships rather than on rules or restrictive practices.

The parties agree to a continuing objective of simplifying the workplace and to the creation of a more flexible collective agreement responsive to rapidly changing needs.

To oversee the progress of change at the CBC, the parties have established a Corporate Steering Committee. Senior executive officers and other representatives of the Corporation and the Union will work together on this joint committee thereby ensuring the **commitment** of both parties to moving forward on workplace reorganization.

The parties agree to meet regularly to share relevant information relating to the evolving media environment and to identify new approaches that might be incorporated into the collective agreement. There would be at least one (1) meeting each year with the President along with the senior media Vice-presidents. In addition, senior media Vice-presidents would meet with senior Union officers on a quarterly basis. In addition, the Corporation and the Union jointly accept the proposition that this evolutionary process is a key element in building trust.

The parties recognize that stable employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic and regulatory realities.

Should the Corporation decide to proceed with a transfer of a portion of the Corporation to outside interests or with a partnership agreement involving work which regularly falls within the scope of the collective agreement, the Corporation agrees to initiate discussions, at the Corporate Steering Committee level, to establish a transition process that will minimize the impact on employees. It is agreed that the Corporation will not be opposed to any application for certification involving Corporation employees (CEP members) transferred **as** a result of the sale of business, subject **to** applicable legislation.

The Corporation agrees to bring, whenever possible, to partnership arrangements, **CBC** employees **as** one of its assets. Where the CBC is successful such employees shall be covered by the terms of this collective agreement except that for bumping purposes, **said** employees can neither bump into the CBC nor can CBC employees bump them.

APPENDIX Q

LETTER OF UNDERSTANDING

Part-Time Relief Employees

The provisions of Article 14.4 through 14.6 of the old CUPE (Production) Agreement will continue to apply if a practice to use part-time relief employees **has** occurred. It is understood that these practices, once identified **as**, may be applied to the same classification in any CBC location.

APPENDIX R

LETTER 30 _____

Training - Non-CBC Productions

Operational requirements permitting and where possible and acceptable to the partner, the Corporation will undertake to arrange for opportunities for training and/or mentoring for bargaining unit members on non-CBC productions. In addition, **for** major productions involving series or feature drama or variety productions, the Corporation undertakes to discuss with the Union at the National Joint Committee the **best** use of staff resources.

APPENDIX S

LETTER OF UNDERSTANDING

Article J.2 d) - CEP/STRE

Article J.2 d) is **subject** to agreement to similar language in the STRF negotiations and should those negotiations not be successful, the previous language of Article 20.2.8 of the previous CBC/CEP (NABET) Collective Agreement shall apply.

APPENDIX T

LETTER OF UNDERSTANDING

Subject to the producer rights recognized by the Corporation in Article PROD of the CBC/CMG contract, the Corporation is prepared to encourage producers, including independent producers of acquired and co-produced programming to undertake best efforts to utilize CEP freelance members at CEP in-house freelance locals in locations where freelance members are available, where casual, temporary, or freelance labour is required for Corporation programming.

To this end, updated lists of available freelance talent will be distributed to CBC producers and managers as made available by CEP.

It is understood that CEP members who voluntarily leave the employ of CBC in order to avoid others being laid off will not be prohibited from accepting such freelance assignments.

APPENDIX U

Letter of Understanding

CORPORATION POLICIES

Attached hereto, for informational purposes but not forming part of the Collective Agreement, are the following Corporation policies which will remain in effect for the life of the Collective Agreement.

- e HR Policy 1.1Harassment (*New Policy under development - See Article DS*)

- e HR Policy 8.0Disability Income Protection Plans
- e HR Policy 8.2Short-Term Disability Income Protection Plan
- e HR Policy 8.3Special Short Term Disability Income Protection Plan
- e HR Policy 8.4Long Term Disability Income Protection Plan

- e HR Policy 9.0Travel - Canada
Appendix ATravel - Canada
- e HR Policy 9.1Travel Outside Canada
- e HR Policy 9.2Local Transportation
- e HR Policy 9.3Allowances and Expenses - Isolated Locations
Appendix NList of Isolated **Locations**
- e HR Policy 9.5Relocation
Appendix ARelocation Expenses (Home Disposal Plan)
- e HR Policy 9.6Relocation Expenses - Foreign Postings
- e HR Policy 9.9Interest-Free **Loans** on Relocation

- e HR Policy 10.0Retirement

LETTER OF AGREEMENT

**OFFICIAL TEXT
(U:6)**

The Parties agree this collective agreement ~~was~~ negotiated in English.

For the Corporation:

For the **Union**:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF UNDERSTANDING

**TRANSFER
(U:36)**

This letter confirms the understanding, between the parties, regarding the negotiation of Article 36 (Transfer). It is agreed that the application of the Corporation's Home Disposal Plan is at the Corporation's discretion.

For the Corporation:

For the Union:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF UNDERSTANDING

JOB EVALUATION

To: CEP Negotiating Committee - Unit II

This presentation on Job Evaluation is presented at this **bargaining** table without prejudice to the position of the Corporation regarding the outstanding matter of "Joint **Bargaining**".

Sincerely,

Reg Pearson
Sr. Corporate Industrial and Talent Relations Officer

LETTER OF UNDERSTANDING

SELF-ASSIGNING EMPLOYEES

(U:24)

Self-assigning is a new concept to the Bargaining Unit, the Corporation and our employees. Its intent is to provide employees with a new level of control over their working hours, thus enhancing their quality of life, while giving the Corporation **an opportunity** to reduce its scheduling workload.

The Parties recognize that, **as with** any workplace innovation, there are opportunities for misunderstanding by any of the parties involved. For example, **over-anxious** employees or managers could inadvertently cause inter-employee bidding and the resulting ill-will would be at odds with the intent of the Article. The Union and the Corporation believe it is best that misunderstandings are avoided but, if they do arise, they should **be** resolved quickly.

Therefore, as **an** interim measure, in addition to the monitoring required by the Collective Agreement, the Union and the Corporation will provide additional observation. **This** will be achieved through discussions with personnel working **as** self-assigned and **with** persons responsible for the self-assigning arrangements. To facilitate those discussions the Corporation will inform the Union in advance of any self-assigning arrangements. The information the parties gather will be shared openly by the National Grievance Committee to ensure that the spirit and intent of this Article are being met. **As** well, recommendations may be made that will improve self-assignment to the betterment of all parties.

For the Corporation:

For the Union:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF AGREEMENT

CONTRACTS - LONG TERM FREELANCERS

The Corporation agrees to provide to the Union copies of current contracts it has with Long Term Freelancers. **This** information Will be provided upon receipt **of** letters **from** the **Union**, signed by the Long Term Freelancers, **authorizing** the Corporation to release the information.

For the Corporation:

For the **Union**:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF AGREEMENT

WORKING CONDITIONS - CINEMATOGRAPHERS

(U:44)

The Corporation will continue to pay car and mileage allowances to those persons who are, Cinematographers as of the date of signing of the new collective agreement. Such allowances will continue, under existing conditions, for **as long as** those persons work as Cinematographers.

For the Corporation:

For the Union:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF AGREEMENT

DESIGNERS

(U:44)

Letters of Agreement that were in effect prior to June 30, 1980 will remain in effect until such time **as** the Designers involved and the Corporation agree to terminate those Letters of Agreement.

Letters of Agreement that were negotiated since June 30, 1980 may be terminated by Management upon **thirty (30)** days written notice prior to the ~~annual~~ or semi-annual anniversary of commencement of the Letter of Agreement.

The work completed by the National Joint Design Committee on updating the design standards shall be forwarded to the management committee implementing job evaluation to ensure the relevance of new job descriptions for designers.

The Design Council will continue to operate for one (1) year from the date of signing of the collective agreement.

For the Corporation:

For the **Union**:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF UNDERSTANDING

**SENIORITY
(U:9,10,11)**

This will confirm the undertaking given in Negotiations that the present practice regarding assignments of cleaners will continue. For employees classified **as** cleaners, within each job classification, Unit Seniority shall be taken into account in the assessment of employees for work assignments. This means that the Corporation will consider the wishes of employees concerning the assignment to another **shift** on the basis of seniority and ability at such time **as** a need arises. It will be the responsibility of the employee to indicate to Management **his** or her interest in moving to another **shift** when it becomes available.

For the Corporation:

For the **Union**:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

MEMORANDUM OF UNDERSTANDING

TORONTO LOCAL MEETINGS

This will confirm the undertaking given in Negotiations that for the purposes of Local Grievance and Joint Committee Meetings, that Local 71M in Toronto will be entitled to up to six (6) employees to be released with pay for the purpose of attending such meetings.

For the Corporation:

For the **Union**:

Reg Pearson
Sr. Corporate I & TR Officer
CBC

Mike Sullivan
National Representative
CEP

Dated: _____

LETTER OF UNDERSTANDING
MAINTENANCE CAREER STRUCTURE
(U:44)

Present agreement except that the Corporation agrees to the following changes:

_____	<u><i>New Title</i></u>
Group A Maintenance Technician	Maintenance Technologist
Group B Senior Maintenance Technician	Senior Maintenance Technologist
Co-ordinating Technician	Co-ordinating Technologist
Chief Technician	Plant Technologist

Exams at the C level will be made available in March in the areas of specialization where no C level position was posted during the year.

In addition, the Corporation **agrees** to undertake a review of the number of Group C Systems Technologists. Notwithstanding the outcome of the review, the Corporation **agrees** that in any plant where there are at least five (5) Maintenance Technologists at either the A or B level, there will be at least one Group C Systems Technologist position.

This review will be completed not later than six (6) months from the signing of the new Collective Agreement.

The Communications, Energy and Paperworkers Union of ~~Canada~~ (CEP), on behalf of all employees in the Unit Two CEP bargaining unit, agree, by their signatures herein, to present the attached terms and conditions of settlement to their principles for ratification.

Signed this 24th day of May 1996 at Ottawa.

FOR THE CEP

Mike Sullivan
Chief Negotiator

Jim McColl

Don Waterston

Steve Athey

Robert Liivoja

Armand Roy

Kenn Sunley

Alf Walker

FOR THE CORPORATION

Reg Pearson
Chief Negotiator

Mike Fitzpatrick

Rudi Linghor

Rick Inglis

Bill Murphy

APPROVED
CANADIAN BROADCASTING CORPORATION

Michael McEwen
Acting Vice-president
Human Resources

Jim Byrd
Vice-president
English Television

Harold Redekopp
Vice-president
English Radio