

SOURCE	CBC		
EFF.	96	05	23
TERM.	98	09	21
No. OF EMPLOYEES	3,472		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

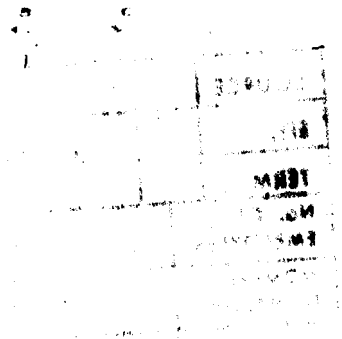
between

CANADIAN BROADCASTING CORPORATION

and

CANADIAN MEDIA GUILD

09823(01)



The following will apply to persons employed on the date of ratification of this Agreement:

All full-time and contractual employees who have one (1) or more years continuous service with the Corporation and temporary employees who have one (1) year service and worked a minimum of fifty-two (52) shifts in the year immediately prior to the ratification date, will receive a one (1) time lump sum payment of five hundred dollars (\$500.00), less required legal deductions.

May 23, 1996

INDEX

THE AGREEMENT

- *Purpose* 1
- *Definition of Bargaining Unit*..... 2
- *Definition of Employee* 3
- *Definition of Terms*..... 4
- *Official Text*..... 5

RIGHTS OF THE PARTIES

- *Management Rights* 6
- *Union Dues and Deductions*..... 7
- *Union Access*..... 8
- *Release from Duty for Union Activities*..... 9

RELATIONSHIP BETWEEN THE PARTIES

- *Joint Committees*..... 11
- *Grievance Procedure*..... 13
- *Union Rights* 19
- *Information to the Union*..... 20
- *No-Strikes or Lock-Outs*..... 22

JURISDICTION

- *Jurisdiction*..... 23

EMPLOYEES

- *Employment Status*..... 28
- *Transition* 31
- *Probation* 33
- *Temporary*..... 35
- *Part- Time* 37
- *Occasional Contributors* 40
- *Producer's Authority and Responsibility*..... 42
- *Posting of Vacancies*..... 45
- *Hiring and Promotion* 47
- *Assignment/Multi-Skilling* 51
- *Special Assignment(s)*..... 54
- *Transfer* 63
- *Performance Appraisal and Skills Inventory*..... 65
- *Review Process* 67
- *Severance* 69

EMPLOYEES (Cont'd)

- Retirement..... 70
- Discipline.. 71
- Discrimination 73
- **Harassment**..... 74
- Air Credits..... 75
- Outside Activities 76

SENIORITY

- Corporation Seniority..... 77

ECONOMY SEVERANCE

- Economy Severance 79

TECHNOLOGICAL CHANGE

- Technological Change..... 83

CLASSIFICATION/REMUNERATION

- Group Functions 87
- Salaries..... 91
- Freelance 99
- General Salary Provisions..... 107

SCHEDULING/OVERTIME/PENALTIES

- Work Week, *Days-Off and Overtime*..... 109
- Posting of Schedule..... 117
- Meal and Break Periods..... 118
- Compressed Work Week 119
- Job Sharing 121
- **Shift Differential**..... 123
- Call-Back.. 124
- Turn-Around and Encroachment..... 125

TRAVEL

- Travel..... 126

WORKING CONDITIONS/SAFETY

- Working Conditions and Safety..... 129

HOLIDAYS/BENEFITS

- *Statutory Holiday*..... 132
- *Annual* 137
- *Special Leave* 138
- *Military Service*..... 140
- *Leave - Court Duty*..... 141
- *Leave With/Without Pay*..... 142
- *Parental Leave*..... 143
- *STD/LTD*..... 149
- *Incapacitated/Disabled Employees*..... 151
- *Life Insurance* 153
- *Accident on Duty*..... 156
- *Medical*..... 157
- *Hospital/Medical Coverage - Full-Time Permanent Employees* 158

TRAINING

- *Training and Professional Development*..... 159

CONCLUSION

- *Conclusion* 161
- *Conclusive. Agreement*..... 162
- *Notice of Negotiations/Renewal*..... 163
- *Effective Date and Duration* 164

APPENDICES

- *Letter of Understanding - Statement of Qualifications*..... 165
- *Hybrid Cross- Unit Jobs*..... 166
- *Out-of-Country Work*..... 168
- *Letter of Understanding - Alternative Discipline System*..... 169
- *Consultative Committee on Staff Benefits* 170
- *Letter of Agreement - Benefits*..... 172
- *Letter of Understanding - Consultative Committee on Human Resources* 175
- *Letter of Clarification - Work Week, Days-wand Overtime*..... 176
- *Letter of Understanding - Special Salary Provisions - ATPD Producers*..... 178
- *Letter of Understanding - Announcer-Operator, Associate Director (Production Assistant and Morning Line-Up Editor - Radio* 179
- *Appendix A* 180
- *Appenbix B*..... 181
- *Letter of Understanding - Job Evaluation*..... 182
- *Letter of Understanding - Corporation Policies*..... 189

Article P (U:1)

PURPOSE

P.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 the spirit of good faith by the 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 programmes, ensuring value to the Canadian public.

Article U (U:3)

DEFINITION OF BARGAINING UNIT

U.1

The Corporation recognises the Guild as the exclusive bargaining agent for all persons employed in the unit as defined by the Canada Labour Relations Board in its decision of December 10, 1993.

Article DE (U:4)

DEFINITION OF EMPLOYEE

DE.1

The term "employee" as used in this Agreement shall mean any person hired by the Corporation regularly employed in a category/classification included within the bargaining unit hereinbefore defined and/or **within** a category/classification set forth in the Agreement and shall also include any person employed in any category/classification created which the parties by mutual consent decide to include within the bargaining unit. The Corporation shall notify the Union of the creation of all new categories/classifications, positions or new job functions to be included within the bargaining unit

DE.2

Any failure to mutually agree upon the inclusion within or the exclusion from the bargaining unit of any newly-created category/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 DT (U:52)

DEFINITION OF TERMS

- *Definitions to be determined and included in this Article.*

Article 0 (U:6)

OFFICIAL TEXT

O.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 collective agreement was negotiated shall prevail

Article MR (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 for cause, 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

UD.1

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

UD.1.1

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

UD.1.2

Beginning with the first day of employment of every new employee.

UD.2

All said deductions, payable to the Canadian Media Guild, shall be remitted 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

The Union will conduct its affairs on Corporation premises in a manner that causes no production or employee interference. Meetings may be held on Corporation premises subject to space being available and at the discretion of management. Permission will not be unreasonably withheld.

UA.3

At each location the Corporation shall delegate 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 may be placed on other bulletin boards when **authorized** by the Local **officer** responsible for Industrial and Talent Relations or the approved delegate..

UA.4

At the time of the ratification vote of **CBC/CMG** 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. In any event, employees 'till be permitted to vote before and after their shifts and during meal and break periods.

Article REL (U:62)

RELEASE FROM DUTY FOR UNION ACTIVITIES

REL.1

Subject to operational requirements, 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 ten (10) days in advance, unless such time limit is mutually waived by the parties.

REL.1.1

The Corporation will maintain the regular salary and benefits of an employee who is granted leave without pay in accordance. **with** clause **REL.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.

REL.1.2

Subject to any various restrictions contained in various benefit plans, leave provided in clause **REL.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 **REL.1** above will continue to accumulate service to a maximum period of one (1) year. If the period of leave extends beyond the one (1) year time frame, arrangements may be made regarding possible benefit continuation including full cost of same.

REL.2

In the event that an employee desires to obtain leave of absence without pay to a maximum of four (4) **years** (this limitation shall not apply to those on such leave 'prior to the effective date of this agreement) for the purpose of accepting a position with the Union or an official Labour body, such leave, with at least one (1) month's notice, 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.

Leave provided for in **REL.2** shall constitute a break in the continuity of service in the computation of leave, benefits and severance pay.

REL.2.1

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).

REL.2.2

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

REL.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 five **(5)** employees for the purpose of Second Step (National) Grievance meetings, nor more than three **(3)** employees for the purpose of First Step (Local) Grievance meetings.

A request for negotiation and Second Step (National) Grievance meetings shall be submitted to the appropriate Industrial Relations representative ten **(10)** days in advance unless otherwise mutually agreed..

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

REL.3.1

Grievance committee and negotiating committee members outlined in clause **REL.3** will suffer no loss in regular salary for time spent meeting with management **representatives**.

REL.4

When an employee is released with pay to attend a meeting with the Corporation on a day-off, if possible he/she will be rescheduled so that the meeting falls within their regular schedule. If this is not possible and the meeting with management lasts four **(4)** hours or more, the employee shall be granted another day off to be taken at a mutually convenient time.

REL.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

The purpose of the 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 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

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

Joint Committees composed of representatives appointed by each party may be established at the Local **and/or** National levels, as appropriate.

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

JC.2

Upon request from the Guild, the Corporation may release without loss of pay or leave credits, one or more representatives **from** each location for the purpose of attending Local Joint Committee meetings. Up to three **(3)** employees may be released for the purpose of attending Local joint committee meetings and up to five **(5)** employees may be released for the purpose of attending National joint committee meetings. Such releases will be without loss of pay or leave credits.

JC.3

Joint committee meetings shall be held on dates mutually agreeable. The parties shall submit an agenda at least seven **(7)** days prior to such a meeting.

JC.4

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

JC.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 "~" of this Agreement, with the employee's immediate management supervisor.

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. The parties have the freedom to explore any avenue including an interest based process with a view to resolving the alleged violation(s).

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 of the Union involved.

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 meetings. Such meetings will be held on the third (3rd) Tuesday, Wednesday and Thursday of the following months: January, March, May, September, November. 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.

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 five (5) 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 “ES” (Economy Severance);

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 Labour 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 daysshall 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:29)

UNION RIGHTS

UR.1

There shall be no interference or attempt to interfere with the internal affairs of the Union.

Nor will the Corporation discriminate or take disciplinary action against an employee because of his/her union activities, or in exercising the rights accorded him/her by law and/or the provisions of this Collective Agreement.

UR.2

The Union will notify the appropriate Industrial and Talent Relations Representatives of the names of its national, local officers and stewards by March 31st. Similarly, the Local Union will advise the Local **Officer-in-Charge** of Industrial and Talent Relations of the names of its local officers and stewards. In dealings with the Corporation, no employee shall act on behalf of the Union, nationally or locally, until such notification is given.

UR.3

The Union shall have the right at any time to have the assistance of elected and/or staff representatives of the Union when meeting or negotiating with the Corporation. Where the Staff Representative is a paid staff officer of the union, the Union will give prior notification to the Corporation of their intention to attend the local meeting. In such cases, the Corporation may have a representative of Industrial and Talent Relations present.

UR.4

The Corporation will provide to the Union's paid Staff Representatives an access pass to allow entry into **CBC** locations. This pass shall be valid at all corporate locations. This pass is given at the Corporation's discretion and can be withdrawn upon reasonable notice.

UR.5

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

Article INFO (U:57)

INFORMATION TO THE UNION

INFO.1

The Corporation, on a **monthly** basis, will in written form or electronically provide to the National office of the Union a list containing the following information for employees on the basic establishment:

1. Employee name
2. Employee ID
3. Employee Title
4. Employee Status
5. City
6. Region
7. Department
8. Corporation seniority date
9. Unit seniority date
10. **Category**
11. **Salary** anniversary date
12. **Current** salary
13. **Additional** remuneration amount
14. **Upgrades** in excess of four (4) weeks
15. **Resignations**
16. **Retirements**
17. **Deaths**
 - 1 & Employees on maternity/paternity leave
19. **Employees** on STD/LTD
20. **Leave** of absence
- 2 1 .**Overtime** record (upon written request)

INFO.2

In addition to the above, once every six (6) **months**, the Corporation shall in written form or electronically provide a list containing the name and current home address the Corporation has on file for each full-time employee.

INFO.3

At the local level, each month, the Corporation will provide to the National and Local union a list of temporaries and end of assignment dates.

INFO.4

The Corporation shall cause a record of days worked by temporary employees to be kept in order that the scale progressions of this Agreement are implemented automatically. Such record shall be made available to the Union upon written request.

INFO.5

Once every three (3) months, the Corporation shall supply a list to the National Union of co-productions by location.

INFO.6

It is **understood** that the Corporation **will** continue to provide to the Union the same type of information currently being supplied from the Corporation's Head Office.

Article NS(U:64)

NO-STRIKES OR LOCK-OUTS

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 lock-out at any of its locations in Canada.

NS.2

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 clause NS.2 any such employee shall continue to perform such work, provided that the Corporation:

- a) does not change or assign the employee for the purpose of assigning struck work;
- b) transfer such an 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 or require employees from this bargaining unit to work at any radio or TV station, transmitter, studio or property where a legal strike or lock-out of any persons whose functions correspond to those covered by this Collective Agreement, is in progress, or to originate a program or programs especially for such station.

Article "J"

JURISDICTION

J.1 --

The Corporation **recognizes** and agrees that the Canadian Media Guild is the exclusive bargaining agent for the program production and presentation bargaining unit comprising all on-air personnel plus all personnel whose core functions are associated with the elaboration, preparation, production, coordination and completion of radio and television programs produced solely by the CBC outside the province of Quebec and of **Moncton, N.B.**

By way of example, this includes producing, directing and related duties, writing, rewriting of news, editing, reporting, announcing, hosting, voicing, research, program marketing, librarian, the line-up and assignment functions. It is also understood these functions shall continue to be assigned to persons represented by the Canadian Media Guild.

J.2

The Corporation fully values the work done by the employees of this unit and where possible, undertakes best efforts to use employees from the bargaining unit in work of the same or similar nature involving co-ventures, partnerships and new media. By way of example but not limitation, these could be, programs, services or products for existing or new broadcast ventures, for transmission over satellite services, for distribution over the Internet, or by cable, or by cellular transmission, or for wholesale or retail distribution by the Corporation.

J.3

The Corporation agrees that in fulfilling its mandate as Canada's National public Broadcaster it will continue its practice of using members of the bargaining unit in the making of excellent high quality programs. Towards that end, it undertakes to:

- a) continue its tradition and practice of producing a significant majority of its news programming both in Radio and Television, in-house;
- b) it will continue its tradition and practice of producing a majority of its information programming both in Radio and Television, in-house;
- c) in Television, the Corporation will continue to produce arts, entertainment and performance programming, in-house;
- d) in Radio, while **recognizing** the Corporation's right to acquire programming, it will continue its tradition and existing practice of producing arts and entertainment (comedy, music and drama), in-house.

J.4

It is agreed that news and information programs are defined as programs that cover various interests such as politics, public policy issues, sports, science and culture in a journalistic manner. It is not the intent of the Corporation to alter the definition above in a manner which would diminish the role of employees within the bargaining unit.

J.5

Where a dispute arises over whether a program is news, information or arts and entertainment, the determining factor shall be the content of the program, not the department in which it is produced.

J.6

m) \ . The Corporation shall not assign to employees outside the bargaining unit duties performed by members of the bargaining unit, except:

- a) that supervisors and instructors may perform the above duties in the execution of their supervisory duties.
- b) it is further agreed that various categories of employees, non-employees and freelancers contribute to and prepare programs, or program segments and services normally under **the** direction of a producer within the bargaining unit. Nothing shall require the Corporation to modify such a practice.
- c) that duties as defined in the above article may **also** be assigned to employees of the Corporation employed in the province of Quebec and **Moncton, N.B.** and working outside of those regions' providing that such work does not replace or displace any employees in the Canadian Media Guild bargaining unit, provided that employees within the Guild bargaining unit can work within the province of Quebec and **Moncton, N.B.**
- d) persons in the **CEP** and **CBEU** of **CUPE bargaining** units can be assigned to do work normally falling within the **CMG** bargaining unit provided that employees in the **CMG** bargaining unit can do work normally falling the **CEP** and **CBEU** of **CUPE bargaining** units and provided that such duties do not normally constitute the core functions of any such personnel.
- e) unless the parties agree otherwise.

J.7

The Corporation maintains the right to commission programs or co-productions from independent producers in accordance with the practice **heretofore established**. It is not the intention of the Corporation to engage in co-productions solely to avoid the rates of pay currently being paid to employees in this unit. For co-productions in which the Corporation holds ownership of copyright, the rate of remuneration of persons employed by these independent producers shall be not less than the established rate for such persons in this Agreement. When such commissioned programs or co-productions are produced using facilities leased or owned by the Corporation, dues will be remitted to the Canadian Media Guild by the co-producer as per the schedule of dues applicable in this Agreement. The co-producer shall also be required to advise the Canadian Media Guild of the names of persons employed by the independent producer involved in the said co-production no later than at the time of shooting. When the Corporation enters into such co-productions, a **CBC** employee(s) may be assigned to participate in that co-production when required.

The Corporation will promote the use of its employees when negotiating with independent producers for such co-productions.

It is not the intention of the Corporation to circumvent the intent of this clause i.e. hire for the sole intent of obtaining labour at the cheapest rate.

J.8

If the Corporation provides its own employees to a co-production and if the core functions are similar to that identified in **J.1**, it is understood such employees provided to the co-production will be employees of this unit.

J.9

When the Corporation assigns employees to co-productions, such assignments will be made in accordance with provisions of this collective agreement; and the Corporation will ensure that such employees continue to enjoy all rights and privileges provided in this collective agreement.

J.10

The **CMG** 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 (**CMG** 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 displacement purposes, said employees can neither displace into the **CBC** nor can **CBC** employees displace them.

It is further understood, such a meeting will provide the union an opportunity to fully discuss any concerns regarding co-production and contracting out. Such a meeting will not replace the rights outlined in the grievance procedure.

J.11

Announcer-Operators and Technician-Announcers will continue to operate in the same manner, and to the same extent in the performance of their normal duties.

Article EST

EMPLOYMENT STATUS

EST. 1

Employees hired into a permanent vacancy within the bargaining unit **shall** be considered full-time employees of the Corporation, with these exceptions:

- a) Producers, Associate Producers, Announcers/Hosts/Anchors in Television Arts and Entertainment and Performance programs.
- b) **Announcers/Hosts/Anchors** of Comedy, Music and Drama programs in **Radio**.
- c) or as otherwise indicated in this Agreement.

EST.2

Current contract employees (with the exception of Producers, Associate Producers, Announcers/Hosts/Anchors in Arts and Entertainment and Performance programs in Television and Announcers/Hosts/Anchors in Radio Comedy, Music and Drama programs, or as otherwise indicated in this Agreement) with more than **three (3)** years of continuous service with the Corporation will have the option of applying for staff status subject to Article **TRANS** (Transition). Such an application must be made in writing **no** later than ninety (**90**) days from the date of ratification of this Collective Agreement to the Human Resources department with a copy to their immediate supervisor and/or departmental management.

EST.3

Persons who wish to retain contractual status and other **regular** contract employees of the Corporation on contracts of twelve (**12**) months or longer, **with** the exception of Television Arts and Entertainment continuing contract producers, will be notified in writing of the Corporation's intention to renew or not renew the contract sixty (**60**) days prior to the end of the contract. Contracts of thirteen (**13**) weeks but less than one (**1**) year will be notified in writing thirty (**30**) days prior to the end of the contract of the Corporation's intention to renew or not renew the contract. In cases of non-renewal by the Corporation, the Corporation will pay one (**1**) week's salary for each six (**6**) months of continuous service or major portion thereof with me Corporation. The **non-renewal** of a contract **shall** not be subject **to the** grievance procedure

EST.4

In the event the Corporation **terminates** a contract of one (1) year or more for other than disciplinary reasons, the Corporation shall give notice or pay in lieu of notice as above or as required in accordance with the termination terms of the individual contract whichever is greater. The Corporation will pay one (1) **week's** salary for each six (6) months of continuous service or major portion thereof with the Corporation.

EST.5

The Corporation may employ persons on an individual contract for a term of one (1) year or more.

EST.5.1

Persons employed by the Corporation on a term contract for one (1) year or longer shall have access to either the full-time benefit package (excluding pension) or an amount equal to the cost of the full-time benefits including the Corporation's contribution to pension. The determination will be made by the Corporation. For clarity, the intent is to provide the same benefits or cost of benefits enjoyed by full-time persons. Such persons cannot participate in the **CBC** pension plan but can have access to the **CBC** group registered retirement savings plan,

EST.6

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 upon between the employee and a supervisor.

EST.7

The Corporation undertakes that an employee directly affected by contracting out to the point that they lose their position will be treated in the following manner:

- a) The Corporation will advise the union and employee at least four (4) weeks in advance of the area to be contracted out.
- b) The union and the Corporation will meet to discuss the contracting out with a view to **minimize** adverse effects on employees.
- c) The **minimizing** of adverse effects can include retraining, reassignment, and/or relocation to an available position. In the above, it is understood the posting provisions will not apply.
- d) If an employee refuses retraining, reassignment or relocation or if no position is found, the employee will be dealt with in accordance with the economy severance provisions of this Collective Agreement.

- e) If the Corporation has a valid business case (which will be shared with the union) enabling the contracting out of the Production Support Group such as i.e. Media Librarians, Program Marketing Coordinators, Communications Assistants, Resource Coordinators and Resource Associates, etc.

If such a business case results in the lay-off of one of the above-noted individuals and is as a direct result of contracting out, if he/she cannot be placed after **utilizing** the Economy Severance provisions of the Collective Agreement and such an **affected** person is actually laid-off, he/she will have redeployment rights as per **ESV.9**.

However, for the above-noted group only, and for the above-noted reasons, such affected persons shall have national redeployment rights for a twenty-four **(24)** month period **from** date of lay-off, and the balance of **ESV.9 shall** apply.

EST.8

The following Articles do not apply to:

Individual Contract

- Article ?? - Call Back
- Article ?? - Discipline
- Article ?? - Economy Severance
- Article ?? - Employment Status (EST. and EST.2)
- Article ?? - Freelance Rates
- *Article ?? - Meal and Break Periods**
- Article ?? - Part-Time
- Article ?? - Posting of Schedules
- Article ?? - Posting of Vacancies
- Article.?? - Retirement
- Article ?? - Review Process
- Article ?? - Shift Differential
- Article ?? - Turn Around and Encroachment
- *Article ?? - Work Week, **Days-Off and Overtime****

* *Means in some special circumstances, such **benefits/clauses** can apply pro-rated*

Article TRANS

TRANSITION

TRANS. 1

Persons on staff status currently who have completed their probationary period and/or persons 'on staff status currently who have to complete a probationary period under a collective agreement existing prior to ratification of this new agreement will have no change in status. Persons currently on probation will be required to complete the agreed to probationary period and/or any extensions thereto as originally outlined in accordance with the terms of the collective agreement under which they were originally hired.

TRANS.2

The following transition provisions refer to the exercise of the rights regarding conversion from contract to staff status:

a) **Contract Employees With More Than Three (3) Years Continuous Service**

Current contract employees (with the exception of Producers, Associate Producers, Announcers/Hosts/Anchors in Arts and Entertainment and Performance programs in Television and Announcers/Hosts/Anchors in Radio Comedy, Music and Drama programs, or as otherwise indicated in this Agreement) with more than three (3) years of continuous service with the Corporation will have the 'option of applying for staff status. Such an application must be made in writing no later than ninety (90) days from the date of ratification of this Collective Agreement to the Human Resources department with a copy to their immediate supervisor and/or departmental management.

b) Current ATPD Continuing contract producers iii Television Arts and Entertainment programs are not eligible for staff status but will retain their continuing contractual status.

A **continuing** contract is one which is automatically renewed year to year at a remuneration which is negotiable but which shall increase by an amount not less than the increase negotiated with the Union.

c) Contract Employees With Fewer Than Three (3) Years Continuous Service

Contract employees who have worked on a continuous basis for the Corporation for fewer than three (3) years at the time of ratification of this Collective Agreement can apply for staff status within ninety (90) days from ratification. However, they will be required to work the balance of the three (3) year probationary period before confirmation to permanent full-time staff. Notwithstanding any term or duration of their individual contract, they will be subject to Article **PP** (Probation).

TRANS.3

Contract employees who elect to become full-time permanent employees will be credited with continuous service back to the last date of hire into full-time continuous contractual employment. They will receive regular full-time benefits upon confirmation to **staff** status. They will also be given a one-time opportunity to purchase previous pensionable service based on continuous service on a **full** total actuarial cost for such a benefit subject to any limitations imposed by the pension plan or legislative requirements.

TRANS.4

Persons employed by the Corporation on a term contract for one (1) year or longer shall have access to either the full-time benefit package (excluding pension) or an amount equal to the cost of the full-time benefits including the Corporation's contribution to pension. The determination will be made by the Corporation. For clarity, the intent is to provide the same benefits or cost of benefits enjoyed by full-time persons. Such persons cannot participate in the **CBC** pension plan but can have access to the **CBC** group registered retirement savings plan.

Article PP

PROBATION

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PP.1

All newly hired persons shall be considered probationary employees for a period of three (3) years from their date of hiring. Employees may be confirmed into their position at any time prior to the end of three (3) year period.

PP.2

During the first three (3) years of employment, employees can be released from employment and the Corporation need not show just and sufficient cause. Such release will not be subject to Article "D" (Discipline) or Article "GP" (Grievance Procedure).

PP.3

Anyone released as per PP.2, if rehired to a full-time vacancy within one (1) year from the date of release into a similar group or skilled position within the same bargaining unit, will have the previous full-time employment service count toward the three (3) year time **frame** noted-above.

PP.4

Employees released within the first three (3) years of employment shall be given the following:

3 months to 1 year of service: Two (2) weeks normal salary which shall account for notice.

1 year to 18 months of service: Three (3) weeks normal salary which shall account for notice.

18 months to 24 months of service: Four (4) weeks normal salary which shall account for notice.

24 months to 30 months of service: Five (5) weeks normal salary which shall account for notice.

30 months to 36 months of service: Six (6) weeks normal salary which shall account for notice.

PP.5

The Corporation agrees that the probation period will not be used simply to avoid confirming newly Fired persons to full-time permanent status. To clarify, this means the Corporation will not abuse or misuse the probationary period by making a practice of keeping persons employed only to release them-close to the end of the three (3) year period.

Article **TEMP**

TEMPORARY

TEMP. 1

The parties **recognize** and accept that persons may be hired to meet temporary needs as hereinafter provided.

Temporary persons can be **hired for** a specific relief (replacing an absent employee) or emergency purposes and shall not be engaged in excess of twelve (**12**) months on such a relief or emergency without written approval from the Union.

The above limitation does not apply to per-occasion temporaries hired on a per-occasion basis e.g. two (**2**) or three (**3**) days per week. If such persons have a regular weekly schedule, they will be hired in accordance with Article **PT** (Part-Time).

TEMP.2

Temporaries may also be **utilized** for other reasons than those stated above and it is **recognized** that where temporary employment falls outside the above-noted restrictions, or if due to abnormal circumstances temporary employment will exceed the above-mentioned time-limit restrictions, the Union must be informed for approval. Such approval shall not be unreasonably withheld.

TEMP.3

It is the intent of the parties to keep the use of temporaries to a minimum and further, there will be no abuse of temporary employment where it would eliminate, displace, or prevent the hiring of a full-time employee.

TEMP.4

Temporaries hired for a period less than thirteen (**13**) continuous weeks shall receive four percent (**4%**) vacation pay in lieu of vacation.

TEMP.4.1

Holidays listed in Article **SH** (Statutory Holiday) shall apply except that the temporary hired for a period less than thirteen (**13**) continuous weeks 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.

TEMP.5

Subject to any restrictions contained in various benefit plans or legislation, temporaries hired for a period of more than thirteen (13) continuous weeks will enjoy the benefit plans related to this Agreement pro-rated for time worked, with the exception of STD, **LTD** and pension.

TEMP.6

A temporary employee hired into a full-time non-contractual position will have the actual time worked as a temporary employee in the bargaining unit counted toward the following:

salary scale for the full-time position (provided the scale for the full-time position and the temporary position is/was in the same class or level);

- all time worked within one (1) year from being hired into full-time employment will be counted towards the probationary period.

Article PT

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PART-TIME

The parties acknowledge 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 within a location or work area subject to the following conditions:

- 1) The same hiring criteria used for the hiring of full-time employees will be used when hiring part-time persons in similar positions.
- 2) The hiring of part-time employees will not replace or displace other flexible work arrangements currently outlined in the collective agreement, i.e. compressed work-week, job sharing, etc. It is also agreed part-time persons will not be used to displace current full-time employees. .
- 3) Except when work is not available or in circumstances beyond the control of the Corporation, part-time employees who have worked a total of three (3) years as a **part-time** will not have their employment terminated except for just and sufficient cause.
- 4) Part-time employees where possible will have their hours posted on a work schedule two weeks in advance and once posted, no change will take place unless by mutual agreement. Daily hours posted will be a minimum of four (4).
- 5) Part-time employees will have any applicable full-time benefit plans pro-rated on the basis of hours worked.
- 6) 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).
- 7) Remuneration for part-time work will be as per the scales in the collective agreement pro-rated for actual time worked.
- 8) This part-time employment shall not interfere with the use of (relief) temporary employees.
- 9) It is **recognized** that part-time employees can be used in emergency situations **or** to replace short term absent employees. In these cases, it will not be possible to schedule such persons on the schedule.

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- 10) It is **recognized** that due to changing circumstances, current full-time persons who cannot meet their changing circumstances through other flexible arrangements can apply for a reduced work week/part-time schedule. If the operational circumstances permit and there is mutual agreement to do so, full-time permanent persons can work a reduced/part-time work week for no longer than one (1) year.
 - 11) With the exception of the full-time employee's pension plan, **all** applicable benefits will be pro-rated for the full-time permanent person working a reduced/part-time schedule and, shall be based on hours worked. Seniority will continue to accrue on an hours worked basis. The employee will participate in the part-time pension plan.
 - 12) Prior to the year expiring, the full-time person will decide whether he/she would like to continue the part-time arrangement. If part-time work is available and there is mutual agreement to do so, the full-time employee will convert to a regular part-time employee with the understanding that if the full-time position is to be filled on a permanent basis, it shall be done through the posting provisions of the collective agreement.
 - 13) Full-time employees will not be forced in any way to convert to or accept part-time employment.
 - 14) Full-time persons **who wish** to apply for a reduced/part-time schedule either for the initial one (1) year period or for a regular part-time employee status, will do so in writing with a copy being sent to the national office of the union.
 - 15) The parties agree to cooperate in meeting the requests of full-time permanent employees in this regard.
 - 16) Part-time persons will not be required or forced to work more than five (5) days per week.
 - 17) Overtime will be applicable on the basis of full-time equivalent i.e. 7 3/4 / 8 hours per day / 38 3/4 / 40 hours per week or otherwise mutually agreed to.
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18) The following Articles will not apply to part-time employees:

- Article ?? - Employment Status
- Article ?? - ~~Special~~ Assignment
- Article ?? - Severance ✓
- Article ?? - Economy Severance (except lay-off pay)
- Article ?? - Work Week, Days-Off and Overtime
- Article ?? - Meal and Break Periods
- Article ?? - Compressed Work Week
- Article ?? - Job Sharing
- Article ?? - Call Back
- Article ?? - Turn-Around and Encroachment
- Article ?? - Annual Leave
- Article ?? - Corporation Seniority
- Article ?? - Health and Dental Care Plan
- Article ?? - Hiring and Promotion
- Article ?? - Hospital/Medical Coverage - Full-Time Permanent Employees
- Article ?? - **STD/LTD**
- Article ?? - Job Evaluation
- Article ?? - Life Insurance
- Article ?? - Posting of Vacancies

Article OCC

OCCASIONAL CONTRIBUTORS

OCC.1

Individuals who are paid for occasional contributions shall be paid in accordance with Article FR (Freelance Rates/Terms), with the exception of those described in OCC.4 b) and g). This applies to both members and non-members of the bargaining unit.

OCC.2

Whether or not the persons are members of the Canadian Media Guild, the appropriate dues shall be paid to the CMG.

OCC.3

Continuing employees who are members of the bargaining unit shall not receive any additional payment under the term of this Article if such contribution arises out of duties for which they have already been paid by the Corporation.

OCC.4

The following occasional contributors do not require payment, however, if payment is given, the provisions of OCC.1, OCC.2 and OCC.3 will apply:

- a) A member of the public **appearing** incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
- b) A political figure taking part in a program on government **affairs**, persons holding or candidates for public office.
- c) A participant in a broadcast of any religious service.
- d) A student participating in an educational broadcast.
- e) Persons appearing as themselves on a broadcast produced in co-operation with a school, college, university, or educational **organization**.
- f) Children under sixteen (**16**) years of age appearing as themselves.
- g) A member of the **Armed** Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or the purpose of recruitment, education or **information** relating to the Armed Forces.
- h) The person who is the subject of the actuality and is interviewed as such.

- i) A person who is interviewed as a guest or who is a guest on a panel.
- j) A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual **characterization**.
- k) Non-professionals appearing as part of local community **affairs**, historical **re-enactments**, county fairs and similar events on location, of which the Corporation is not the prime producer.
- l) Any person who, in accordance with his/her occupation or status, takes part in a program as a lecturer, commentator, panelist, or public services information officer.
- m) Any person working within the jurisdiction of another bargaining agent which has an agreement with the Corporation.
- n) Persons having special knowledge or authority in the arts and sciences, religious and educational **affairs**.
- o) A person who is not a member and who is a **recognized** specialist who writes a non-dramatic script, the contents of which relate to that person's own special field, except that this exclusion shall not apply to any specialist after writing four (4) such scripts in any twelve (12) month period.

Article PROD (U:45)

PRODUCER'S AUTHORITY AND RESPONSIBILITY

PROD. 1

Producers have authority over and responsibility for a series of programs, a program, or segments of programs in either TV or Radio and under the overall authority of management. Producers will participate from the earliest possible stage in the **development** of programs they are 'to produce. The producer's authority is **recognized** at the level of conception, production, direction and completion of the program, and gives them the right:

- a) to submit and discuss any program project they consider worthy of interest;
- b) to participate in the intellectual, material, and financial development of a program and in the development of the program objectives as soon as the Corporation decides to undertake production. Failing such participation, the Corporation cannot impose the production on the producer.
- c) not to undertake the production' of a program if they do not concur in the program objectives, including, but not limited to, the program content, form and style, resources and allotted production time, and audience objectives. Such right shall not be exercised unreasonably.
- d) to exercise authority over and be accountable for resources and all stages of the production of the program within the program objectives, from the time the Corporation decides to undertake its production;
- e) to choose and appraise participants, select resources and elements of the program they produce within the **mutually** agreed objectives of the program;
- f) 'to **re-negotiate** the program objectives if any major element including, but not limited to, program content, form, and style, participants, resources and allotted production, and audience objectives are changed.

PROD.2

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

PROD.2.1

The producer may obtain from his/her supervisor all information relating to the direct and indirect cost of his/her program(s).

PROD.3

The Corporation will protect the authority of the producer over the content, form, and budget of the program it assigns to him/her and shall not intervene except to protect and achieve the agreed program objectives and its basic interests as defined in Management Rights - Article MR. The Corporation delegates to the producer and/or director full authority over employees in the studio, the control room, on location and in post-production facilities during the rehearsal, production and broadcast of the program and will **not intervene** except to protect Corporation regulations.

PROD.3.1

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

PROD.3.1.1

When an executive producer is assigned, the producer **recognizes** the **final** authority of the executive producer at the level of conception, production and completion of the program.

PROD.3.2

Except in an emergency situation, the producer will be consulted and his/her opinions taken into account in any post-broadcast editing of his/her program.

PROD.4

The Corporation shall not change a producer's assignment or remove him/her from a program or series without justification, and will act only after considering the producer's performance in meeting the mutually-agreed objectives of the program or series, and after discussing his/her performance with the producer. The Corporation will give the producer at his/her request, the reasons in writing for such change or removal.

PROD.5

The employment of a person as a producer shall be the responsibility of the Corporation, subject to the provisions of this agreement. Persons with the ability in conception, production and direction of a television or radio program, or persons with equivalent experience in related fields will be hired.

PROD.5.1

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

PROD.6

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

PROD.7

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

PROD.7.1

An associate producer may be temporarily upgraded to producer. Subject to clause **PROD.7**, an associate producer assigned the authority and responsibility of a producer shall be upgraded to producer.

PROD.7.2

The associate producer has the right to initiate and submit any program project he/she considers worthy of interest to whatever program management level he/she deems appropriate.

Article P (U:31)

POSTING OF VACANCIES

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P.1

Except for Entry Level positions, a notice of vacancy will be posted nationally on an appropriate corporate bulletin board and/or electronically for two (2) calendar weeks when an existing or newly created position involving work of a permanent nature in the bargaining unit is to be filled. Postings will be as far in advance as possible.

P.1.2

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

P.1.3

Strip postings which **summarize** notices of vacancy will provide the information in **P.1.2**.

P.1.4

A notice of vacancy will include a Statement of Qualifications which will provide a description of the job function, 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.

P.1.5

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

P.1.6

A notice of vacancy can be qualified with specific conditions regarding application. These could include, by way of example only, a statement of preference for local candidates or information that a strong candidate was known to exist **at** the time of posting.

P.2

The reclassification of a position occupied by a full-time **permanent employee** will not be deemed a vacancy under the provisions of this Collective Agreement, and therefore will not be subject to any posting requirements.

P.3

A copy of each national posting shall be sent **to the** National Headquarters of the Union.

P.4

A copy of each posting shall be sent to the designated Officer of the Union in the location(s) involved on or before the date of posting.

P.5

Any employee who applies for a new position or a vacant position shall receive written acknowledgement of such application no later than ten (10) days following the closing date of posting. **An** applicant will be advised of whether or not he/she will be interviewed by members of a selection board (if one is set up).

Article H (U:32)

HIRING AND PROMOTION

H.1

When filling a vacancy or a new position, the candidate from amongst those who best meet the qualifications and criteria as set out in the notice of vacancy and the Statement of Qualifications as illustrated in Appendix "SQ" (Statement of Qualifications) will be engaged to fill the vacancy. If management's choice is between two (2) internal candidates with relatively equal qualifications and criteria, the more senior candidate will be given preference.

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H.1.1

Persons promoted from within the Corporation may be subject to a trial period up to a total of six (6) months. This trial period may be extended a further six (6) months upon written notification. The trial period will be reduced by the number of working days the employee was temporarily assigned/promoted to the position during the twelve (12) months immediately preceding the promotion.

H.1.2

During the trial period the Corporation may **return** an employee to his/her former category and salary. If a position in his/her former category is not available, he/she may be placed in a position at the salary previously paid and the provisions of Article P (Posting of Vacancies) will not apply. When alternate placement is involved, the employee's wishes will be considered.

H.2

Employees have the right to apply for transfer or promotion to vacant positions. All applications will be acknowledged.

H.3

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.

H.3.1

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.

H.3.1.1

Should the appointment of a candidate become a matter of dispute between the Union and the Corporation, the position taken by a bargaining unit member, other than a producer, who served on the selection board shall not be used by either party in arguing the case.

H.4

Full-time permanent employees can retain their full-time permanent status as they move to different positions, regardless of whether or not the other position(s) have been considered or **recognized** to be contract positions.

H.5 Temporary Assignment

H.5.1

The Corporation has the right to establish and fill temporary assignments to meet operating requirements.

H.5.2

Employees will be given the opportunity to express their interest in temporary assignments/upgrades which may become available. Employees will advise their supervisor and their local Human Resources officer in writing of their interest in particular temporary assignments/upgrades. From this information a list of employees and their preferred area(s) of interest can be used as a source of candidates for temporary assignments, provided they have the necessary qualifications to **perform** the duties.

H.5.3

Continuing employees of the Corporation will be given special consideration for temporary assignments. Operational requirements will determine the availability of employees for such assignments. Such opportunities will not be unreasonably withheld. This clause is not subject to the grievance procedure.

H.5.4

When a temporary position is made permanent, the temporary assigned incumbent, if he/she meets the functional requirements and performance factors for the position as outlined in the Statement of Qualifications will be given special consideration, for the vacancy. Upon appointment to the permanent position the normal trial period would apply. The temporary assigned incumbent, if given the position, will have the time worked in the temporary position **counted** toward the trial period.

H.5.5

If posted, the postings will contain the same **information** as is included in notices of vacancy for permanent work as described in Article **P.1.2**.

H.5.6

Temporary assignments shall not be used to avoid posting or filling a vacancy.

H.5.7 Upgrades

Employees temporarily assigned to perform the principal functions of a higher paid classification within the bargaining unit for a period of more than one (1) day but no longer than a period of four (4) consecutive work weeks, shall receive a flat amount of \$15.50 per shift for the duration of the assignment.

Overtime worked while in this higher classification, if applicable, shall be calculated at the higher rate in accordance with the provisions of this Agreement.

H.5.8

Employees assigned to perform the principal functions of a higher paid classification within the bargaining unit in excess of four (4) weeks where the duties fall within a higher salary will receive for the duration of the assignment, the step of the higher classification closest to their current salary which results in an increase.

If it is known prior to the temporary assignment that it will go beyond the four (4) week period, the above will apply from the first day of the assignment.

H.5.9

An employee who is temporarily assigned to perform the job functions of a position in another bargaining unit for four (4) weeks or more shall not receive a salary lower than their present salary. If the temporary assignment is a promotion, the employee shall receive a salary increase to the next step closest to their present salary.

The provisions of the Collective Agreement covering the position will apply to the person in the temporary assignment.

On completion of the temporary assignment/promotion, the employee will return to his/her former position in the bargaining unit without loss of seniority rights or benefits under the Collective Agreement he/she would have retained had he/she remained in the bargaining unit.

The employee shall retain the same job security provisions during the temporary assignment/promotion as he/she would retain within the bargaining unit.

H.5.10

An employee may be temporarily assigned to a management position in excess of four (4) weeks but not more than one (1) year. It is agreed that none of the provisions of the Collective Agreement shall apply. If the employee returns to the bargaining unit, he/she will be credited with full seniority to the same position he/she held prior to the temporary assignment and at the same salary plus any raises granted in the interim. The employee who accepts such a temporary assignment as described above will maintain the same benefit package for the duration of the temporary assignment as he/she would have received in their substantive position. Employees shall not be forced to accept such a temporary assignment.

H.5.11

An employee shall have the right to **refuse** a temporary assignment/promotion and such refusal shall not prejudice his/her employment in any manner whatsoever. However, if no other candidate is found, the Corporation may assign.

Article A

ASSIGNMENT / MULTI-SKILLING

A.1

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.2

Attached hereto and forming part of this Agreement are the Job Groups and categories and positions that exist within the bargaining unit. Specific job descriptions exist separately and will be developed through the job evaluation process.

A.3

It is **recognized** that each employee has a position with a core function represented in one of the groups. Notwithstanding someone's core function, assignment or mobility within and between groups can occur. Such **multi-skilling** can be on an experimental or a continuing basis.

A.4 Multi-Skilling

A.4.1 Intent

Both parties **recognize** the **benefits** which can result from **multi-skilling**. It is understood that **multi-skilling** will permit employees to work within their core functions and at other duties within their own group of work or in other areas in the bargaining unit.

Multi-skilling should provide employees with greater job satisfaction, opportunities for career development, and more creative outlets.

A further benefit from **multi-skilling** will be a more efficient means to **fulfill** programming objectives and save costs. The Corporation **will** ensure that individuals are given sufficient, training in order to perform the assignment.

A.4.2 Process

Information about experiments will be provided to the Union and the Corporation at the national level. A committee of the parties will meet on the **3rd** day of the national grievance meeting to review all elements related to experiments or continuing assignments, to ensure the intent of the process is maintained and to address disputes arising therefrom. The Committee can negotiate rates of pay for newly created continuing multi-skilled positions.

A.4.3 Experimental

The purpose of experimental **multi-skilling** is to provide the opportunity for an employee to try out a new multi-skilled **assignment** to see if they have an interest in and/or can perform the duties. It is also to determine if the multi-skilled assignment meets operational requirements.

The Corporation will seek volunteers for multi-skilled assignments, however, if no volunteers are forthcoming, the Corporation reserves the right to assign.

Multi-skilling experiments should be no less than one (1) month's duration and no longer than six (6) months

By mutual agreement, such experiments may be extended by a further six (6) months.

After a **final** assessment but no later than one (1) year, the experiment will be terminated or a continuing multi-skilled position will be established.

When an employee is performing duties other than and in addition to their core duties within the group or between the groups, if such duties are remunerated at a higher level, the employee will receive the higher level for the duration of such experimental duties. If such duties are at a lower remuneration, the employee will not have his/her salary decreased.

As a basic principle, it is understood that an individual performing in an experimental assignment will be given the position should the **position become** continuing.

If the experiment is terminated, the employee will return to his/her previous position without loss of pay or benefits. It is further understood that a failed experiment will not be used against the employee.

A.4.4 Continuing

This is a job that permanently combines the core functions of two (2) or more positions from two (2) or more groups.

The parties shall meet as in clause **A.4.2** and discuss the duties and functions in question and attempt to agree on the level of remuneration. If agreement is reached, the employee will be paid at the agreed upon rate. If no agreement is reached, the matter shall be referred to job evaluation for final resolution.

A.5

Employees can be assigned to perform duties of another position within the same group on an occasional basis. Such assignments will not be used as any form of disguised discipline.

A.6

In an emergency situation, i.e. absenteeism or unforeseen circumstances, where no one in the group is available, an employee may be assigned to perform duties of a position in another group.

If nobody within the same group is available to perform the function, on an occasional basis, the employer will ask for volunteers and if no volunteer is found, the Corporation has the right to assign.

A.7

Employees assigned to a position within the bargaining unit where the duties fall within a similar or lower regular salary level will maintain their regular salary for the duration of the assignment. Where the duties are within a higher salary level, the upgrade provisions of the Collective Agreement will apply.

Article SA

SPECIAL ASSIGNMENT(S)

SA.1

It is **agreed** that the following are special assignments given at the Corporation's discretion:

- a) Foreign Correspondent;
- b) Executive Producer;
- c) Senior Producer.,

SA.2

Employees' can inform the Corporation in writing that they wish to be considered for such future special assignments. Such a letter shall indicate what qualifies them for consideration.

SA.3

The Corporation shall not change the special assignment of any employee in a capricious manner. If the Corporation removes an employee from a special assignment, he/she will be given written reasons for such removal, if requested. Any significant change in assignment shall be made in consultation with the employee concerned. The appointment or removal of any employee from a special assignment shall not be the subject of a grievance.

SA.4 EXECUTIVEPRODUCER

SA.4.1

To be appointed an Executive Producer, a person must have experience in producing and given proof of his/her competence and must have been a producer-for a minimum of two (2) years.

In some circumstances, the Corporation in the best interests of timely and effective programming may wish to hire or appoint a person with acknowledged reputation in a related profession.

SA.4.2

An Executive Producer may exercise his/her authority over one (1) or more programs or program series.

SA.4.3

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

SAS SENIOR PRODUCER

SA.5.1

To be appointed a Senior Producer, a person must have **recognized** experience and competence in the field of activity to which he/she will be assigned.

SA.5.2

When a Senior Producer is appointed, he/she shall receive at least an additional five percent (5%) of his/her basic salary during the period of the appointment.

SA.5.3

If the Corporation removes a person from the assignment of Executive or Senior Producer, if requested by the Producer, the Corporation will provide reasons for such removal.

SA.6 FOREIGN CORRESPONDENTS

SA.6.1 GENERAL

SA.6.1.1

- a) Before increasing or reducing the complement of Foreign Correspondents assigned from Canada or proceeding with a new distribution of the Foreign Correspondents' posts, the Corporation shall discuss such changes with the Guild.
- b) When the Corporation decides to transfer a Foreign Correspondent, it shall inform the Guild of its intentions, in writing, after having discussed the transfer with the Foreign Correspondent in question. Such notice will be given at least three (3) months prior to the effective date of the change.
- c) **When** assigning from Canada a new Foreign Correspondent, the Corporation will advise the Guild of its decision at least two (2) weeks prior to the effective date of the assignment.
- d) The Corporation will forward to each Foreign Correspondent notices of vacancy for management positions above Group III and senior positions in the Programming and On-Air Groups.

- e) Before temporarily assigning a reporter from the national service to an area normally covered by the Foreign Correspondent, the matter will be discussed with the Foreign Correspondent, unless he/she is unavailable. The Corporation acknowledges that temporary assignments given to domestic reporters must not be detrimental to the professional interests of Foreign Correspondents assigned to the area, especially with regard to the contacts and relations he/she has established. As far as possible, the domestic reporter should work in consultation with the Foreign Correspondent in the area.
- f) All Foreign Correspondents shall be recalled together to Canada once a year, program requirements permitting. Foreign Correspondents on urgent or important assignments may not be recalled.

The Corporation shall provide one (1) day in its program of the annual meetings for a general meeting of the Foreign Correspondents, including a session with representatives of the Canadian Media Guild.

SA.6.1.2 Temporary Engagement

Temporary Foreign Correspondents engaged for more than one (1) month will receive the same rights and privileges as regular Foreign Correspondents pro-rated as appropriate. The Corporation will inform the Guild of such temporary engagements.

SA.6.1.3 Contract Correspondents

- (a) The Corporation reserves the right to engage Foreign Correspondent(s) on a contractual basis. In such a case the rates paid will be no less than the rates outlined in the salaries section of this Agreement.
- (b) If the Corporation wishes to terminate the engagement of a contract Foreign Correspondent, it shall give him/her ninety (90) days' prior notice, even if this should extend beyond the term of his/her contract.

SA.6.1.4 Freelancers

The Corporation reserves the right to use freelance reporters in its coverage of events outside of Canada, and undertakes to give preference wherever possible to Canadians.

SA.6.2 ASSIGNMENTS

SA.6.2.1

- (a) When a Foreign Correspondent who has been hired and sent from Canada is assigned or is transferred from one city or one country to another, the Corporation shall specify in writing the duration of his/her assignment.
- (b) By common agreement, the Corporation and a Foreign Correspondent can modify or renew any assignment at its **expiry**.
- (c) The Corporation will give the Foreign Correspondent advance notice of four **(4)** months of its intention to offer a renewal of assignment or of its intention to recall the Foreign Correspondent to Canada on the **expiry** of his/her assignment. The Foreign Correspondent will give the same notice of his/her intentions.
- (d) Notwithstanding paragraphs (a), **(b)** and **(c) above**, the Corporation has the right to cancel the Foreign Correspondent's assignment for the following reasons:
 - (1) unsatisfactory performance;
 - (2) changes in news priorities;
 - (3) closing down of a foreign bureau.

SA.6.2.2 Repatriation

- (a) Foreign Correspondents who have continuous service will be offered upon repatriation a salary that is no less than the salary (plus a contract if they were receiving one) they would have **had** and been paid had they remained in their former position within the bargaining unit.
- (b) The position offered upon repatriation will not be subject to the posting provisions of the collective agreement.
- (c) When an assignment ends and Foreign Correspondents are repatriated back to Canada, if required the provisions of Article ES (Economy Severance) will be used to deal with the surplus employee(s).
- (d) The Corporation will make every effort to meet the preference of the Foreign Correspondents as to location and job in **Canada**.

SA.6.3 SALARIES AND INDEMNITIES

SA.6.3.1 Salaries

- (a) The **salary** scale set out in Article SF (Salaries or Fees), On-Air Group, **Reporter/Editor**, Level **V**, shall apply.
- (b) A thirty percent (**30%**) minimum contract will be given to each Foreign Correspondent; after one (**1**) year, the minimum contract will be thirty-five percent (**35%**). All Foreign Correspondents are self-assigning and **in** the absence of the definition of a work day or a work week, the basic salary scale, supplemented by a minimum contract for each Foreign Correspondent, is intended to compensate for all professional services as well as all the operating requirements of the job. This contract may be negotiated above the minimum and **will** reflect the workload and other conditions, annually or **bi-annually** on an individual basis between the **Foreign** Correspondents and the Corporation. It is agreed that these supplements shall take effect each April **1**, or at the date of assignment of a Foreign Correspondent.
- (c) **Method of Payment**
- At his/her option, and where legally possible, the Foreign Correspondent shall be paid in local currency or in Canadian dollars; in the latter case, his/her salary shall be paid into his/her bank account in Canada and in proportions he/she so directs.
- (d) There shall be no deduction at source from salary or allowances without prior notification.

SA.6.3.2 Allowances

(a) **Foreign Service**

Foreign Correspondents assigned from Canada shall receive the same allowance as Corporation personnel based outside Canada and according to the **CBC's** internal regulations.

(b) **Hardship Pay**

A Foreign Correspondent, while on assignment in a war risk zone, will receive additional pay at the rate of **forty-two** dollars (**\$42.00**) a day.

(c) Right of Refusal

The Corporation shall accept the refusal of a Foreign Correspondent to be assigned to a war zone or to an area of riot or insurrection. However, such a refusal without valid reason might involve, after examination, a review of his/her assignment as a Foreign Correspondent, especially if the zone in question is in the usual area covered by the Foreign Correspondent.

SA.6.3.3 Travel

- (a) The Corporation will keep records relating to each Foreign Correspondent and his/her personal travel account. Any request for financial repayment concerning travel accounts will come from Department Heads. The Foreign Correspondent, will be given access to his or her record of travel if requested in writing to substantiate such repayment.
- (b) Management or its **authorized** delegate can **authorize** first class air travel for Foreign Correspondents when they must go to work immediately upon arrival, upon completion of an especially arduous assignment, or when the flight is more than ten (10) hours.
- (c) The Corporation shall pay the transportation expenses of the Foreign Correspondent and his/her family to return to Canada on his/her annual leave if he/she has served abroad for **two (2)** years.
- (d) Transfer and Removal Expenses - Foreign Postings

The cost of repatriating (if required) a Foreign Correspondent and his/her family shall be borne by the Corporation, **subject to** the conditions set out in the **CBC Human Resource Manual**.

SA.6.3.4 Sundry Expenses

Current expenditures are maintained at their present level, but it is understood that the Corporation can review priorities and inform the Foreign Correspondent as to what expenses will be allowed in **future**. It is further understood that, as in the past, any specific request, for supplementary amounts will, be considered on its merits.

SA.6.4 STAFF BENEFITS

SA.6.4.1 Pension Plan

The calculation of pension contributions shall be based on the Corporate rate applied to basic salary.

SA.6.4.2 Insurance

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- (a) The Foreign Correspondent's group life insurance shall be in accordance with the level of coverage selected upon application for the new insurance package effective April 1, 1977 and on the basis of the **authorized** group life insurance related to salary plus contract and shall be valid should death occur for any reason or' under any circumstance. Upon repatriation to Canada, the group life insurance will relate to basic salary only.
 - (b) Accidental Death or Dismemberment Insurance in the amount of twenty-five thousand dollars (**\$25,000**) will be provided by the Corporation at no cost for each employee travelling on Corporation business. Employees assigned to "war-risk" areas will automatically be covered for an additional two hundred seventy-five thousand dollars (**\$275,000**) for a total of three hundred thousand dollars (**\$300,000**).
 - (c) Under the terms of the twenty-four (**24**) hour voluntary accidental death and dismemberment insurance plan, Foreign Correspondents may on the **1st** of April each year have the right to insure **himself/herself** for up to three hundred thousand dollars (**\$300,000**) principal sum. If a Foreign Correspondent is accidentally killed while in a "war-risk" area under this plan coverage will be for fifty percent (**50%**) of the principal sum.

SA.6.4.3 Hospital and Medical Costs

The Corporation will pay reasonable medical and hospital expenses for a Foreign Correspondent and his/her family in excess of what the Outside of Canada Plans provide. The Corporation will pay 100% of the prevailing hospital/medical premiums for employees on overseas assignments. The Corporation will consider giving advances for medical accounts exceeding two hundred dollars (**\$200.00**).

SA.6.5 LEAVE

SA.6.5.1 Annual Leave

Staff Foreign Correspondents shall be entitled to four (4) weeks' annual leave. A Foreign Correspondent who has completed twenty (20) years of service with the CBC shall be granted five (5) weeks of annual leave, and he/she shall be granted six (6) weeks of annual leave when he/she has completed twenty-seven (27) years of service. Depending on departmental requirements, such leave may be taken in one block. Annual leave cannot be carried over **from** one year to the next unless managerial **authorization** has been given. Annual leave not used or **authorized** to carry over will be paid out each year.

SA.6.5.2 Time Off

After consultation, the Foreign Correspondent will be granted one (1) week's uninterrupted leave in every quarter with the exception of the quarter in which he/she takes his/her annual leave. The Foreign Correspondent is responsible to plan hours and coverage to ensure the time is taken. Such time cannot be carried over or paid out. If it is not used in the appropriate quarter, it will be lost.

SA.6.5.3 Reports

Each Foreign Correspondent shall file a quarterly report no later than the 15th of the month following the months such reports cover. Such reports shall contain annual leave taken, quarterly time off as per Clause 3 above, special leave, sick leave, and or any other absences.

SA.6.6 GRIEVANCE PROCEDURE

SA.6.6.1

The grievance and arbitration procedure of this Collective Agreement applies to employees assigned as Foreign Correspondents, with the following modifications:

(a) Personal Submission of Grievances

If a Foreign Correspondent or a group of Foreign Correspondents who have been hired and sent from Canada have a complaint they have the right to and should discuss the complaint with the supervisor as appropriate prior to a grievance being filed. A union representative may be in attendance if there is one on site. If there is none on site, a union representative may participate by phone. 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 **finalize** the complaint and unless otherwise agreed, such time frame shall not exceed five (5) calendar days.

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 ???. Such a grievance shall be filed-directly at the national level.

(b) G r i e v a n c e M e e t -

All grievance meetings and arbitration meetings will be held in Canada.

SA.6.6.2

The Corporation will not be required to pay any expenses related to a Foreign Correspondent who wishes. to attend a national grievance meeting or arbitration hearing.

SA.6.7

The following articles do not apply to Foreign Correspondents:

- Article _____ - *Annual Leave **
- Article _____ - Call Back
- Article _____ - Economy Severance (only on repatriation)
- Article _____ - *Employment Status**
- Article _____ - Freelance Bates and Terms
- Article _____ - Hiring and Promotion
- Article _____ - *'Hospital/Medical Coverage - Full-Time Permanent Employees **
- Article _____ - Leave - Court Duty
- Article _____ - Meal and Break
- Article _____ - Posting of Schedules
- Article _____ - Posting of Vacancies
- A r t i c l e - - Shift Differential
- Article _____ - Statutory Holiday
- Article _____ - Technological Change
- Article _____ - Temporary Assignment .
- Article _____ - Transfer
- Article _____ - *Travel **
- Article _____ - Turn Around
- Article _____ - Work Week, Days-Off and Overtime
- Appendix _____ - Letter of Agreement - Out-of-Country Work

* *Indicates they have separate provisions.*

Article T

TRANSFER.

T.1

The Corporation shall not permanently transfer an employee from one location to another against the employee's wishes without good and sufficient reasons. 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/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 ?? (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 reassigned to an appropriate and available position. If no position is found, the employee will be laid-off and given **re-employment** rights in accordance with clause **ESV.9 (Re-Employment Rights)**.

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 that the salary of an employee **who** makes a request in writing, is transferred from one location to another, and to a lower classification as a result of such transfer, may be reduced to not less than the top minimum for the lower classification upon such transfer.

T.5

When an employee is transferred from one geographic location to another, 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 such a transfer for personal or compassionate reasons. In terms of an employee's application for promotion which requires relocation, subject to discussion and agreement between management and the employee **concerned**, the following will apply:

If the employee is, at management's discretion, chosen for a promotion, the employee will receive as a minimum, the cost of transportation for him/her and immediate family dependents one way, and the employee will also receive reasonable per **diems**.

Reasonable cost of furniture moving expenses.

It is further understood the Corporation and the employee may negotiate other related expenses.

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.

PA.2

The intent of the performance appraisal is to ensure all 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.

PA.3

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

PA.4

An integral part of this process is to provide an employee regular dialogue and feedback about their performance and enable employees to give structured feedback on the way they perceive their work. Performance appraisals will be conducted at least once a year.

PA.5

The parties agree to develop, implement and maintain a performance appraisal process consistent with overall **functions** and objectives. It is agreed that it must be an open and honest system in which the employees have confidence.

PA.6

The Corporation and the Canadian Media Guild 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 **CEP** and **CUPE** agree to form a joint committee relating to devising the performance appraisal and skills inventory system, the **CMG** shall have the right to participate.

PA.7

The joint committee will be formed upon ratification of the Collective Agreement between the Corporation and the Canadian Media Guild and will cease to exist no later than eighteen **(18)** months after its formation. The parties can extend the life of the joint committee if they mutually agree to do so.

PA.8

The performance appraisal and skills inventory system should assist the employee and his/her supervisor to **recognize** potential, identify training aspirations, and plan future assignments.

PA.9

The parties agree that the performance appraisal process will not be used as a substitute for discipline, and shall be separate from other appraisal, reviews and salary negotiations.

PA.10 - Career Development

The parties also agree to develop a skills inventory system. A skills inventory is a record of the skills, experience, education (including **CBC** training), and career aspirations of employees in the bargaining unit.

PA.10.1

It is understood that the employee has a key role along with his/her supervisor to jointly develop the goals and objectives of his/her career development plan. The performance appraisal and skills inventory system should assist the employee and his/her supervisor to **recognize** potential, assess present performance, identify training needs, and plan future assignments. Career development can occur through training, education, temporary work assignments, promotion, counselling, **secondments**, sabbaticals and other vehicles which allow an employee to obtain and maintain the knowledge, skills, ability, techniques, and experience. An integral part of this process is also to allow employees to choose a career path within the Corporation and to provide them with opportunities through the performance appraisal process to achieve their goals in order that their career aspiration may be met.

Article **RP**

REVIEW PROCESS

RP.1

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.

RP.1.1

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

RP.2

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

RP.2.1

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.

RP.2.2

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.

RP.3

A further review will occur three (3) months from the signing of the joint action plan in **RP.2.2**.

RP.3.1

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.

RP.3.2

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.

RP.4

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 as per clause **X**.

RP.5

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

RP.6

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 S (U:41)

SEVERANCE

S.1

Upon separation from employment resulting from separation caused by illness, retirement or death, employees in the bargaining unit shall receive severance pay (except as provided for in clause 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 and additional one fifth (1/5) of one months salary to a maximum of six (6) months.

S.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, provided that the employee is not eligible for severance pay under clause S. 1.

S.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.

S.2

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

S.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 fifteen (15) months of his/her lay-off.

S.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.

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Article RET (U:42)

RETIREMENT

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RET.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).

Employees may be employed beyond the retirement age of sixty-five (65), subject to the Corporation's Retirement Regulations dated September 1, 1961 and amendments thereto.

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

Article D (U:15)

DISCIPLINE

The parties agree the purpose of discipline is correction. Its primary purpose is to ensure employees perform their duties in a manner which does not interfere with the Corporation's right to conduct its business or rights of other employees. It is agreed the parties will deal promptly with matters of discipline.

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.

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

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.

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

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 within twenty (20) working days of the discussion. A copy will be sent to the local union officer.

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.

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

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.

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.

There shall be no dismissal of full-time permanent continuing employees who have completed their probationary period except for just and **sufficient** cause. The Corporation shall notify the Guild in writing of all dismissals. This notice shall contain the reasons for the employee's dismissal. No dismissal of an employee, except in the case of gross misconduct, shall take place until the procedures outlined in this Article have been followed.

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.

All documents referring to discipline shall be removed from the employee's status and pay file when the employee has completed two **(2)** years with no further infractions.

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

Article D (U:14)

DISCRIMINATION

D.1

The parties 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.

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D.2

Where there is an allegation that the application of the Collective Agreement has an adverse discriminatory effect on an employee (with the exception of the application of seniority under this Agreement), 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).

D.3

Employees shall enjoy equal rights under this Collective Agreement in accordance with the Canadian Human Rights Act and **CBC** policies as they relate to an area of a prohibited ground of discrimination.

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Article H (U:7)

HARASSMENT

H.1

The parties **recognize** the right of employees to work in an environment free from all forms of personal or sexual harassment.

H.2

Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.

H.3

When a complaint is filed, the Corporation will take immediate action in investigating to resolve the issue and to protect the rights and well being of all parties involved. Upon filing a complaint alleging personal or sexual harassment, it will be dealt with in accordance with the Corporation's policy which is appended hereto but not forming part of the Collective Agreement. Further, the Corporation will undertake disciplinary measures as required. Such disciplinary action when taken against a member of this bargaining unit shall be subject to the provisions of this Collective Agreement.

H.4

An employee alleging harassment in the workplace as described above, if other suitable work is available, has the right, after informing the supervisor, to be assigned to such other suitable work until such time as an investigation **has** been undertaken.

H.5

Harassment will have the same meaning as defined in the Federal Human Rights legislation.

H.6

Nothing in this Article shall replace an **individual's** right to file a complaint in accordance with Federal Human Rights Legislation.

H.7

No employee risks reprisals as a result of **filing** a complaint in good faith, or being the party to the investigation of a complaint.

Article AC (U:37)

AIR CREDITS

AC. 1

Air credits will be given-in accordance with the normal practice in each location/area. The following is a guideline:

- i) An eligible employee's name shall 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 will be entitled to receive an additional credit.
- iii) An employee has the right to refuse a credit.

AC.2

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

Article OA(U:30)

OUTSIDE ACTIVITIES

OA.1

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

- a) that such activities are not in direct competition with the broadcast services of the Corporation. This provision does not apply to temporary or freelance employees.
- b) that without permission, no employee may exploit his/her connection with the Corporation in the course of such activities.
- c) that such activity does not adversely affect his/her work for the Corporation.

OA.2

Recognized on-air personnel must discuss any outside activities with their supervisor before engaging in such activities.

Article CS (U:9)

CORPORATION SENIORITY

CS.1

Corporation seniority shall be equal to and based on the length of continuous service with the Corporation. It shall be computed from the date of hiring into a full-time position or from the beginning of the last unbroken continuous term of service. "Continuous service" shall be **defined** as all uninterrupted service since the last date of hiring and includes all regular days off, holidays, **annual** and other leave approved by the Corporation.

Corporation seniority shall relate to matters of lay-off, **re-employment** and the choice of annual leave.

Computation of Seniority After Interrupted Service

CS.2

In the event an **employee who** has passed his/her probationary period is laid-off, continuity of service for purposes of Corporation seniority shall be considered unbroken, if they return to the status of a full-time employee within the **re-employment** period as set out in Article **ESV** (Economy Severance) from the lay-off. If a person returns within the **re-employment** period, he/she will resume the seniority level held when the layoff occurred.

CS.3

In the event an employee who has passed their probationary period is transferred to another position within the Corporation and outside of the bargaining unit, he/she will maintain Corporation seniority unless a break of service has occurred as outlined above.

CS.4

If a person has been hired on five (5) consecutive contracts or more with each contract being nine (9) consecutive months but less than one (1) year in duration in five (5) consecutive years or more, the following will apply:

- a) If such persons obtain staff status through a posting, it is understood that they will be credited with their actual contractual time worked as seniority.
- b) Such seniority credit will only be applicable to choice of vacation, lay-off and re-employment.

The service will not be applicable to any other area and the full probationary period, will still apply.

- c) This applies only to such persons employed at the date of ratification and will have no application to future employees.

Article **ESV**

ECONOMY SEVERANCE

ESV.1

When economy severance occurs, it shall proceed in the inverse order of Corporation seniority in the component at the location involved. For the purposes of lay-off and **re-employment**, components will be **recognized** as Radio-English; Radio French; T.V. English; T.V. French and Radio Canada International. Production support group persons and associate directors (production assistants) who would be severely disadvantaged through economy severance will have access to all components in their location, provided they have the demonstrated qualifications to perform the **available** work.

ESV.2

The Corporation will advise the Guild of an impending economy severance not less than eight **(8)** weeks in advance of the commencement of such severance, and will advise the **affected** employee(s) not less than four **(4)** weeks in advance of the commencement of such severance.

During this notice period, the employee shall have paid time off to pursue internal and external employment opportunities, job search assistance, training, **or** any other activity which could improve his/her chances of achieving a successful career transition.

At the time of advising the Guild of an impending economy severance, the parties shall meet in joint committee as per **JC.1** and discuss ways of reducing the impact of the economy severance on employees in the bargaining unit. While not limited to, such ways can include canvassing other vacancies, possible voluntary exists and possible temporary work.

ESV.3 Displacement

In the event **of** an economy severance the Corporation will identify all redundant positions by location and component. In each area of work where a redundant position is declared, subject to displacement rights, the most junior employee in that position will be given a lay-off notice.

In the event the employee whose position is declared redundant is not the most junior employee in his/her category he/she will have the right to be placed in a vacancy at the same or lower **level** **or** to displace the most junior employee in his/her category. If no displacement is available in their same category, he/she will be able to displace into another category. In either case displacement can occur only when an employee possesses the demonstrated occupational qualifications to perform the duties required of the junior person. The Statement of Qualifications will not apply.

An employee who refuses to displace or who refuses placement into a vacancy at the same or lower level will be laid off immediately and given **re-employment** rights in accordance with **ESV.9**.

Any questions or disagreements during this process will be dealt with by the Joint Committee as per **JC.1**.

ESV.4 Temporary Employees

In the event of economy severance, temporary employees by component in each location will be released prior to economy severance of any continuing employees provided:

- i) the continuing employee is at the same or higher level and possesses the demonstrated occupational qualifications of the job filled by the temporary employee;
- ii) the continuing employee is employed in the component in the same location as the temporary employee to be released.

ESV.5

An employee subject to lay-off whose probationary period has been completed shall receive lay-off pay in a lump sum equal to one **(1)** week's salary for each six **(6)** months of continuous service or major portion thereof with the Corporation.

ESV.6

The posting requirements shall not apply in the application of this Article.

ESV.7

Full-time continuing employees affected by economy severance will be considered for positions on internal **CBC** training courses, in consultation with the union, their supervisor and the training department.

ESV.8

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, calculated upon return from the previous period of lay-off.

ESV.9 Re-Employment Rights

- a) Employees laid off will be placed on a national **re-employment** list, for a fifteen (15) month period **from** the date of lay off.
- b) When vacancies in the employee's component. become available, the Corporation will notify the employee(s) on the list by phone or registered letter to their last known address or listed phone number, of such a vacancy. The employee(s) will have ten (10) working days to respond to the Corporation and declare their interest in the said vacancy.
- c) The most senior employee from the component who has declared his/her interest and who has held a similar or higher level position to the posted vacancy and who has the demonstrated occupational qualifications to perform the duties shall be given the vacant position.
- d) Persons who have held permanent positions in other components for three (3) continuous months or greater shall be given **re-employment** rights to the components as per "c)" above.
- e) A person who applies for a vacancy as above and is accepted will be required to report as directed but no later than thirty (30) days from the date of acceptance unless otherwise extended in writing by mutual agreement. Failure to do so will result in his/her removal from the **re-employment** list and will be deemed to have immediately resigned **from** the Corporation.
- f) If no one from the **re-employment** list responds as per section "b)" above, the job may be posted and filled in the normal manner.
- g) If the parties have exceptional case(s) or circumstance(s) a discussion will occur and management will **finalize** its decision.
- h) If an offer of **re-employment** requires relocation, transfer and removal **expenses** will be paid in accordance with the Corporation's policy.

It is agreed and understood that such expenses will be paid to a maximum amount of ten thousand dollars (\$10,000.00).

- i) It is agreed and understood that should there be any dispute regarding the demonstrated occupational qualifications, such a dispute will be decided on the basis of the requirements of the job. The Statement of Qualifications will not apply.

- j) Employees laid-off shall inform the Corporation of their interest in temporary or part-time employment. If and when temporary or part-time employment becomes available, and the **affected** person has the demonstrated occupational qualifications to **perform** such temporary or part-time work, at the same or lower level held prior to the lay-off, the Corporation will **afford the** person the opportunity for such temporary or part-time work. Such assignment will not be considered a **re-employment**. The acceptance or rejection of such work will not **affect the re-employment** period.

ESV.10

The parties **recognize** that employees who previously had “protected status” in accordance with the requirements of the **NABET** and **CUPE** Collective Agreements, and who were included in this unit through a ruling of the Canada Labour Relations Board, will be given the following rights for the life of this collective agreement.

If the -position they occupy is declared redundant, they will have the right to displace a more junior employee as per **ESV.3**, subject to the “protected” employee having the demonstrated ability and qualifications to perform the duties of the junior person. If no displacement is available, the employer will offer available vacancies to the “protected” employee at the same or lower level and the posting provisions shall not apply.

If the “protected” employee refuses to displace or refuses a vacancy, he/she will be laid off and given four **(4)** weeks pay for each year of continuous service. Due to the fact a refusal of employment has occurred, **re-employment** rights as outlined in clause **ESV.9** will not be given.

If no displacement is available or if no position is found for the “protected” employee, he/she will be laid off and given four **(4)** weeks pay for each year of continuous service. He/she will have re-employment rights in accordance with clause **ESV.9**.

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.

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

TC.5

Affected employees shall first have the opportunity to be redeployed to a vacant position in order of Corporation seniority. However no employee is to be redeployed to a vacant position unless he/she possesses the demonstrated 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 nationally to a vacant position in the bargaining unit;
- iv. redeployment nationally to a vacant position in any other bargaining unit.

TC.6

If an employee is unable to be redeployed to a vacant position he/she shall displace in order of Corporation seniority. However no employee **is** to be displaced by an employee with more Corporation seniority unless the latter possesses the demonstrated occupational qualifications of the job as described in the selection criteria, with reasonable assistance to be provided. Displacement will occur as per the process in **ESV.XX**.

TC.7

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

The Corporation will provide reasonable 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 clause **ESV.10**, is unable to be redeployed to a vacant position, or to displace 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 clause **ESV.10**, refuses to be redeployed to a vacant position, or to displace another employee, or refuses an offer of special redirection as provided in **TC.7**, the employee will be laid off in accordance with clause **ESV.XX**.

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

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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 **ESV** (Economy Severance).

TC.11

The parties agree to expedite any joint committee process at the Local and/or National levels to deal with technological change. Decisions regarding redeployment, displacement 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 GF (U:45)

GROUP FUNCTIONS

GF.1

PROGRAMMING GROUP

Normally responsible for the planning, conception, **organizing**, development of the production **and/or** direction of Radio and Television programs, program series or program segments, including the selection and assembly of elements required.

Employees of this group shall engage in some or all of the following:

A) CONCEPTION

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

B) PRODUCTION

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

C) DIRECTION

1. Program style
2. Staging and rehearsing
3. Shooting/radio script
4. Supervises the direction of participants
5. Supervises the direction of sound and image

D) COMPLETION OF THE PRODUCTION

1. Supervises the editing and mixing
2. Promotion and publicity
3. Evaluation

GF.2

ON-AIR GROUP

Normally responsible for preparing, gathering, writing, reporting and presenting material on-air for Radio **and Television** programs or segments under the direction and authority of a producer or supervisor.

This includes functions of research including audio, video and printed materials, and the scripting of **film** and audio and video recordings and associated duties.

Employees of the "On-Air Group" are normally responsible for reporting and interviewing of subjects. They can also communicate what has transpired, is transpiring or is to transpire, deliver a **non-commercial** message or news, act as master of ceremonies, host, give commentary, narrate on and off camera, moderate a program or program series and deliver commercial messages and station- breaks.

GF.3

PRESENTATION GROUP

Normally responsible for the development, **organization** and execution of production elements for Radio and Television programs or segments, under the direction and authority of a Producer.

Employees of this group are also involved in the audio and visual elements of the programs, including program style, staging and rehearsing, shooting/radio script, direction of participants and direction of audio and image. They can also provide production continuity and script breakdown.

GF.4

PRODUCTION SUPPORT GROUP

Support Radio and Television program production by arranging, acquiring or providing materials, facilities or services.

Employees of this group normally **organize** broadcast and distribution facilities and materials. They prepare and provide promotional **material** and provide media library services.

Duties can include:

- planning, creating and producing communication projects and strategies involving **on-air** promotion, media relations, print advertising and audience/community relations.
- selecting, identifying, **cataloging/shotlisting** and researching of material for use in program segments or shows.
- assigning, coordinating and instructing staff in the daily operation of the library.
- negotiating rates for the procurement and sales of material.

GF.5

PROGRAM ASSISTANT (ENTRY LEVEL) GROUP

Normally provide administrative and general support of program production, broadcast and distribution.

While functions in this group may be required on an on-going basis the position or positions within this group are to be considered "entry level". This group may be **utilized** to be a training and developmental process for new, inexperienced employees.

An employee who continues to perform services at the Program Assistant Level I for two (2) consecutive years will be classified "Program Assistant - Level II" and will be placed on the appropriate scale.

GF.6

It is understood that persons can be assigned tasks between groups. If such an assignment is at the same or lower salary level, no increase in remuneration will apply, otherwise the provisions of Clause **A.7** will apply.

GF.7

The Corporation may change job specifications **and/or** create new permanent categories. Such changes will not take effect until the Corporation discusses the changes with the Union. The Corporation further **recognizes** the Union's right to negotiate' rates for a change in the current specification or a permanent new category.

GF.8

The Corporation agrees to discuss with the Guild at the national level the reclassification of a category within the bargaining unit. The Corporation further agrees that no such reclassification shall take place 'until such discussions have been held.

GF.9

Failure to mutually agree on the level of remuneration for the new category as outlined above may become the subject of a challenge which shall be resolved through job evaluation.

Article SF (U:46)

SALARIES

The intent of ~~the~~ designing and implementing the following salary scales is to ensure that employees do not lose any current salary or additional remuneration. It is further **agreed** that no windfalls will result **from** moving persons into the new salary scales, or **from** moving persons into categories of scheduled or unscheduled regime.

PROGRAMMING GROUP

- *Producer*

LEVEL

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$45,500	\$47,500	\$49,500	\$51,500	\$53,500	\$55,500	\$57,000

LEVEL II - Discretionary

s t a r t	1 year	2 years
\$57,000	\$60,000	\$63,000

PROGRAMMING GROUP

- *Associate Producer*

LEVEL I

Start	2 years	4 years	6 years	8 years
\$32,000	\$38,000	\$41,000	\$42,500	\$45,500

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PROGRAMMING GROUP

- *Researcher*

LEVEL I

Start	1 year	2 years	3 years	4 years
\$25 000	\$26,600	\$28,100	\$29,700	\$31,300

LEVEL II

Start	1 year	2 years	3 years
\$31,300	\$33,300	\$35,300	\$37,300

ON-AIR GROUP

- *Announcers /Host /Anchors*

LEVEL I

Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
\$30,000	\$31,000	\$32,500	\$34,000	\$35,300	\$36,600	\$38,000	\$39,300	\$40,600

LEVEL II

	1 year	2 years	3 years	4 years	5 years	6 years
\$37,500	\$39,000	\$41,000	\$42,500	\$44,000	\$45,500	\$47,000

LEVEL III

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$43,500	\$45,000	\$47,000	\$49,000	\$51,000	\$53,500	\$55,000

LEVEL IV

Start	1 year	2 years	3 years
\$55,000	\$57,000	\$58,500	\$60,000

ON-AIR GROUP

- *Researcher*

LEVEL I

Start	1 year	2 years	3 years	4 years
\$25,000	\$26,600	\$28,100	\$29,700	\$31,300

Base

LEVEL II

Start	1 year	2 years	3 years
\$31,300	\$33,300	\$35,300	\$37,300

ON-AIR GROUP

- *Reporter /Editors*

APPRENTICE REPORTER

Start	1 year	2 years
\$29,000	\$31,500	\$33,900

LEVEL I

Start	1 year	2 years	3 years	4 years	5 years
\$33,900	\$36,600	\$39,300	\$42,000	\$44,700	\$47,400

LEVEL II

Start	1 year	2 years	3 years	4 years
\$44,400	\$45,500	\$47,000	\$49,000	\$51,000

LEVEL III

Start	1 year	2 years
\$51,000	\$52,200	\$53,400

LEVEL IV

Start	1 year
\$54,500	\$55,600

LEVEL V - Discretionary

Start	1 year	2 years
\$57,000	\$60,000	\$63,000

PRESENTATION GROUP

- *Director*

start	1 year	2 years	3 years	4 years	5 years	6 years
\$45,500	\$47,500	\$49,500	\$51,500	\$53,500	\$55,500	\$57,000

PRESENTATION GROUP

- *Associate Director (Production Assistant)*

start	1 year	2 years	3 years	4 years	5 years	6 years
\$34,500	\$35,400	\$36,300	\$37,300	\$38,300	\$39,300	\$40,300

PRODUCTION SUPPORT GROUP

• *Media Librarian*

LEVEL I

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$27,500	\$28,500	\$29,500	\$30,500	\$31,500	\$33,000	\$34,500

LEVEL II

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$34,500	\$35,400	\$36,300	\$37,300	\$38,300	\$39,300	\$40,300

LEVEL

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$32,600	\$33,800	\$35,000	\$36,300	\$37,600	\$39,100	\$40,600

LEVEL IV

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$37,600	\$39,200	\$40,800	\$42,400	\$44,000	\$45,500	\$47,000

PRODUCTION SUPPORT GROUP

• *Program Marketing Coordinator*

LEVEL

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$32,600	\$33,800	\$35,000	\$36,300	\$37,600	\$39,100	\$40,600

LEVEL II

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$37,600	\$39,200	\$40,800	\$42,400	\$44,000	\$45,500	\$47,000

PRODUCTION SUPPORT GROUP

• *Communications Assistant*

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$27,500	\$28,500	\$29,500	\$30,500	\$31,500	\$33,000	\$34,500

PRODUCTION SUPPORT GROUP

• *Resources Coordinator*

Start	1 year	2 years	3 years	4 years	5 years	6 years
\$45,500	\$47,500	\$49,500	\$51,500	\$53,500	\$55,500	\$57,000

PRODUCTION SUPPORT GROUP

• *Resource Associate*

Start	2 years	4 years	6 years	8 years
\$32,000	\$38,000	\$41,000	\$42,500	\$45,500

PROGRAM ASSISTANT GROUP

• *Program Assistant*

LEVEL I

Start	1 year	2 years
\$21,500	\$22,500	\$23,500

LEVEL II

Start	1 year	2 years	3 year	4 years
\$24,500	\$25,500	\$27,500	\$28,500	\$30,000

Article FR

FREELANCE

FR.1

The Corporation may employ persons on:

- a) Freelance Fixed Term engaged to work on specific identifiable program(s) or specific program segment(s) or item(s) within individual program(s) for a period of less than one (1) year's duration. Freelance Fixed Term contracts shall be pro-rated at not less than the applicable minimum salary for similar work referred to in Article (Salaries).
- b) Freelance-Specific Services engaged to work on specific identifiable program(s) or specific program segment(s) or item(s) within individual program(s). Such contracts will not have a term. Freelance Contracts - Specific Services shall be negotiated on the basis of remuneration not less than that which would have been received by a staff employee on the same assignment.

FR.1.1

Persons employed by the Corporation on a fixed term contract for more than thirteen (13) continuous weeks and less than one (1) year shall participate fully in the CBC insurance and benefit program. Due to the nature of their employment, they cannot participate in the CBC employee pension plan.

FR.1.2

The following Articles do not apply to:

Freelance Fixed Term

- *Article ?? - Call Back **
- *Article ?? - Corporation Seniority*
- *Article ?? - Health and Dental Care Plan**
- *Article ?? - Discipline*
- *Article ?? - Economy Severance*
- *Article ?? - Employment Status (EST.1 through EST.4)*
- *Article ?? - Extra Remuneration*
- *Article ?? - Job Evaluation*
- *Article ?? - Job Sharing*
- *Article ?? - Parental Leave **
- *Article ?? - Performance Appraisal*
- *Article ?? - Posting of Schedule*
- *Article ?? - Posting of Vacancies*
- *Article ?? - Probation*

- Article ?? - Retirement
- Article ?? - Review Process
- Article ?? - Severance
- Article ?? - Shift Differential
- Article ?? -Special Assignments
- Article ?? - Special Leave
- Article ?? - *Statutory Holidays* *
- Article ?? - **STD/LTD**
- Article ?? - Technological Change
- Article ?? - Transfer
- Article ?? - *Turn Around* *
- Article ?? - Work Week, Days-Off and Overtime *

* Means *in some special circumstances, such benefits/clauses can apply pro-rated*

Freelance Specific Services

- Article ?? - Accident on Duty
- Article ?? - Annual Leave
- Article ?? - Call Back
- Article ?? - Compressed Work Week
- Article ?? - Corporation Seniority
- Article ?? - Dental Plan
- Article ?? - Discipline
- Article ?? - Economy Severance
- Article ?? - Employment Status (EST. 1 through EST.5)
- Article ?? - Extra Remuneration
- Article ?? - General Salary or Fees
- Article ?? - Grievance Procedure
- Article ?? - Hiring and Promotion
- Article ?? - Hospital/Medical Coverage - Full-Time Permanent Employees
- Article ?? - Incapacitated/Disabled Employees
- Article ?? - Job Evaluation
- Article ?? - Job Sharing
- Article ?? - Joint Committee (JC.1)
- Article ?? - Leave - Court Duty
- Article ?? - Leave With/Without Pay
- Article ?? - Life Insurance
- Article ?? - Meal and Break
- Article ?? - Medical
- Article ?? - Military Service
- Article ?? - Outside Activities

- Article ?? - Parental Leave
- Article ?? - Part-Time
- Article ?? - Performance Appraisal
- Article ?? - Posting of Schedule
- Article ?? - Posting of Vacancies
- Article ?? - Probation
- Article ?? - Producers' Authority
- Article ?? - Retirement
- Article ?? - Review Process
- Article ?? - Severance
- Article ?? - Shift Differential
- Article ?? - Special Assignment
- Article ?? - Special Leave
- Article ?? - Statutory Holiday
- Article ?? - **STD/LTD**
- Article ?? - Technological Change
- Article ?? - Temporary
- Article ?? - Training and Professional Development
- Article ?? - Transfer
- Article ?? - Turn-Around
- Article ?? - Work Week, Days-Off and Overtime

FR.2

Freelance contributors, when engaged, will receive a rate of remuneration not lower than the basic fee provided for in this Article. However, nothing can prevent an employee **from** negotiating higher remuneration than that provided for in this Article.

FR.2.1

A person may be engaged to appear up to nine (9) times in any twelve (12) month period without remittance to the Union, but on the tenth (10th) and any subsequent appearance, they shall be required to submit dues to the Union.

FR.2.2

This Article applies only when the Corporation pays a fee to the contributor(s).

FREELANCE RATES - TELEVISION

A) Commentary

(i) When engaged a commentator shall be paid not less than the following rates for writing and delivery:

- 1 minute to **90** seconds **\$ 80.00**
- **90** seconds to 2 minutes **\$100.00**
- **2** minutes to 3 minutes **\$135.90**
- Each additional minute of commentary beyond 3 minutes **19.55**

(ii) On payment of a step-up fee of not less than **25%** of the contract fee, the Corporation may acquire a license to use the commentary contracted for use on its domestic facilities for a period of up to **30** days. This includes Newsworld.

B) Talks and Commentaries

For delivery by another:

- Minimum rate (to include 2 minutes of script)..... **\$141.45**
- Each additional minute of script **\$ 19.55**

C) Continuity

- Up to and including 2 minutes of continuity **\$162.75**
- Each additional minute of continuity..... **\$ 19.55**

D) Spot Announcements, Promotions

- (a) Spot announcements or promotions of 1 minute in length shall be paid at the minimum rate of..... **\$102.00**
- (b) Such material as noted in a) above exceeding 1 minute in length but not more than 5 minutes in length shall be paid at the minimum rate of..... **\$201.00**

E) Announcer, Commercial Announcer, Actuality Commentator, Master of Ceremonies, Moderator, Quiz Master, Sportscaster

Length of Program		Included Work Time
15 minutes of less.....	\$157.60	4 hours
16-30 minutes	\$269.15	6 hours
31-45 minutes	\$303.65	6 hours
46-60 minutes	\$372.85	8 hours
Each additional 15	\$ 53.90	
Additional work time	\$ 27.90	

F) Commercial Rate for Single Spot Announcements (On or Off Camera)

One announcement in spot carrier of any length..... **\$157.60**

For more than 1 announcement on behalf of the same client in a spot carrier, program length rate will apply.

FREELANCE RATES - RADIO

A) Tape Documentary

For each item:

Up to and including 3 minutes	\$ 126.00 ,
For each additional minute up to and including 20 minutes	\$ 42.00
30 minutes or less	\$1,244.00
60 minutes. or less	\$2,488.00
90 minutes or less	\$3,734.00
Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30 minute minimum rate.

Fine **edit/final** assembly Additional 25%

- When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% shall apply.

B) Commentary With Tape Insert / Script and Clip

(i) The rate for this service shall be:

1 minute to 90 seconds	\$ 60.00
90 seconds to 2 minutes.....	\$ 80.00
2 minutes to 3 minutes	\$108.00
Each additional minute of commentary beyond 3 minutes.....	\$ 15.20

Should these conditions be exceeded, the tape documentary rates shall apply based on the length of the item.

(ii) On payment of a step-up fee of not less than 15% of the contract fee, the Corporation may acquire a license for use on its domestic facilities for a period of up to 30 days.

(iii) Fine **edit/final** assembly Additional 25%

- When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% shall apply.

C) Single Interview / Streeter

For each interview

1 minute to 90 seconds	\$50.00
90 seconds to 2 minutes	\$65.00
2 minutes to 3 minutes	\$87.55
For each additional minute of contracted length	\$ 6.55

For an interview of more than 90 minutes in length, the contract fee shall be negotiable but shall not be less than the greater of

- (i) the broadcast length of the portions of such interviews used;
- (ii) the rate for a 90 minute interview.
- (iii) Fine edit/final assembly Additional 25%
 - When a freelance broadcaster is required to edit tape and/or script and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a line edit/final assembly premium of 25% shall apply.

D) Commentary

- (i) For writing and delivery:

1 minute to 90 seconds	\$50.00
90 seconds to 2 minutes	\$65.00
2 minutes to 3 minutes	\$87.55
Each additional minute of commentary	\$ 6.55

- (ii) On payment of a step-up fee of not less than 15% of the contract fee, the Corporation may acquire a license for use on its domestic facilities for a period of up to 30 days.
- (iii) When a commentator is required to attend a meeting or a series of meetings or an event or events and to prepare and deliver an account of the meeting(s) or event(s), delivered with or without questions or comments **from** the program host, that person will be contracted and paid as a commentator for the length of the item involved.

E) Talks and Commentaries

For delivery by another:

Minimum rate (to include 2 minutes of script).....	\$80.10
Each additional minute of script	\$13.20

F) Continuity

10 minutes of less	\$80.10
Each additional minute	\$13.20

G) Continuity

Minimum 2 minutes of script.....	\$80.10
Each additional minute of script	\$13.20

H) Actuality Commentator, Host, Freelance Announcer, Sportscaster, Interviewer, Narrator, Panelist, Disc Jockey

Length of broadcast included work time

5 minutes	1 hour.....	\$ 65.25
15 minutes	1 hour.....	\$ 88.50
30 minutes	3 hours	\$134.65
45 minutes	3.5 hours	\$192.25
60 minutes	4 hours	\$249.95

Article GS(U:49)

GENERAL SALARY PROVISIONS

GS.1

No employee will suffer a reduction in current salary or additional remuneration as a result of implementation of this new Collective Agreement. It is also agreed that there will be no windfalls to employees as a result of the implementation of this new Collective Agreement.

GS.2

Employees in the bargaining unit shall receive the rates, scales and/or fees in accordance with the scale of minimums outlined in Article ?? (Salaries or Fees). Progression will be no less than the progression schedule outlined in Article **GS.4**.

GS.3

Employees on the date of the signing of this Agreement who are presently being paid a salary above the minimums outlined in Article ?? (Salaries or Fees) shall **maintain** the same dollar differential above the new top minimums when the minimums are increased.

GS.4

Progression within a salary level shall be automatic **unless** otherwise stated and shall occur on the anniversary date of the employee's appointment to the salary level.

GS.5

New employees shall be placed in the schedule of minimums, effective from the hiring date. Consideration will be given to comparable work.

GS.6

Additional remuneration in the **form** of a contract may be negotiated between an employee and the Corporation for the following reasons:

- a) **recognized** prominence and excellence;
- b) special production skills;
- c) special expertise;
- d) unusual demands placed on an employee's personal life by his/her assignment;
- e) special initiatives or achievement which is of significant benefit to the Corporation.

The employee, if he/she desires, may call upon the Union to assist them in these negotiations. A copy of these contracts shall be given to the national Union office at the time of signing the contract.

GS.7

Unless otherwise specifically indicated in this Agreement or as mentioned below, there shall be no reduction in salaries. If an employee requests in writing to be reclassified to a lower classification, is affected under Article **ESV** (Economy Severance) or is demoted for cause by the Corporation, and his/her current salary exceeds the maximum salary level for the lower classification, his/her salary will be reduced to the maximum salary level of the lower classification.

GS.7.1

During a trial period in a new position, the Corporation may return an employee to his/her former classification and salary.

GS.7.2

In each case the anniversary date may revert to the date that was in effect when the employee was in the lower classification.

GS.8 Direct Deposit

All monies owing permanent and temporary employees for work performed and/or services received will be paid through direct deposit. The Corporation shall remit to the employee a notification of deposit which shall contain the employee's name, the payment date and corresponding work period, the amount of gross earnings, the nature and amount of deductions made and the amount of take-home pay.

All employees shall provide the Corporation with the information necessary to ensure the payroll deposit is **finalized**. Such **information** will be kept confidential and only used for deposit purposes.

WORK WEEK, DAYS-OFF AND OVERTIME

WDO.1 DAILY SCHEDULED

WDO.1.1

Whether a person is in this category or not will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements. For clarity, if the assignment does not allow flexibility in arranging daily hours or patterns of work, it is **recognized** that such an assignment will be daily scheduled. If the assignment does offer such flexibility, the employee can be scheduled weekly as in **WDO.2.3**.

WDO.1.2

The normal work week for **daily** scheduled employees (except announcers) will be thirty-eight and three quarters (**38 3/4**) hours per week. Such hours shall be scheduled five (**5**) seven and three quarters (**7 3/4**) hour shifts each day **falling** within nine (**9**) consecutive hours each day (see Appendix - Letter of Clarification, Work Week, Days-Off and Overtime).

54
38 3/4

WDO.1.4

Hours worked in excess of eight (**8**) hours per day and/or forty (**40**) hours per week but not both will be compensated at the rate of time and one half (**1 1/2 X**) the employee's regular salary.

WDO.2 **WEEKLY SCHEDULED**

WDO.2.1

It is **recognized** the following categories, depending on the assignment, can be weekly scheduled employees: -Reporter/Editor, bouncer, Host, Anchor, Researcher and Program Marketing Coordinator.

WDO.2.2

Whether a person is in this category or not will be determined by a discussion between the employee and his/her supervisor who shall evaluate the assignment and determine the scheduling arrangements. For clarity, if the assignment allows flexibility in arranging daily hours or patterns of work, it is **recognized** such an assignment will be weekly scheduled. If not, the weekly scheduled employee can be scheduled daily as in **WDO.1.2**.

WDO.2.3

The normal work week for these persons will be forty (**40**) hours per week (see Appendix - Letter of Clarification, Work Week, Days-Off and Overtime). Given the nature of their assignments, daily hours will not be scheduled.

Employees in these assignments undertake to arrange their hours of work in order to complete the assignments consistent with economy of operation and quality of work.

If in any consecutive two (**2**) week period the total time worked eighty (**80**) hours, employees shall be accorded pay at the rate of time and one half (**1 1/2 X**) their regular salary for each hour worked or equivalent time off in lieu of payment calculated on the same basis. Prior **authorization** for any work beyond the 'eighty (**80**) hours must be received **from** the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

Any paid leave such as sick leave, holidays, annual leave **and** time off in lieu shall be credited as part of the averaging formula as time worked to a maximum of eight (**8**) hours per day and shall not be deducted **from** the averaging formula. Time worked on the sixth (**6th**) and/or seventh (**7th**) day will not be part of the averaging formula.

WDO.3

In dealing with **WDO.1.2**, it is understood that the five (**5**) days of work in a work week need not be consecutive and may be separated by days-off or statutory holidays. The two (**2**) days-off need not be consecutive when separated by a holiday(s) provided that no work is performed by the employee on the holiday(s).

WDO.4

An employee's time card shall not be changed without notifying him/her when such change results in a reduction of the employee's claim. The employee will be required to submit time cards as directed by management.

WDO.5

All work performed by a daily scheduled or weekly scheduled employee on a day-off shall be paid at the rate of one and one half times (1 1/2 x) the employee's regular salary rate for all hours worked with a **minimum** payment of seven and three quarters (7 3/4) hours at the one and one half times (1 1/2 x) premium rate.

WDO.6

When a daily scheduled or weekly scheduled employee works on both days off, all work performed by the employee on the second day-off shall be paid at the rate of two times (2x) the employee's regular salary rate for all hours worked, with a minimum payment of seven and three quarters (7 3/4) hours at the two times (2x) premium rate.

WDO.7 Time Off in Lieu

WDO.7.1

Subject to making his/her intention known on **his/her** time record, a daily scheduled or weekly scheduled employee may elect to accumulate and take in each fiscal year leave in lieu of pay for work performed beyond eight (8) hours per day for daily scheduled employees or eighty (80) hours per two (2) week period for weekly scheduled, and for work performed as call-back, or for work performed on a scheduled day-off, or holiday, or when a holiday falls on a day-off which is worked in accordance with clauses **WDO.5** and **WDO.6**, converted to basic hours (excluding penalty payments).

- i) However, the time in lieu 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.

WDO.7.2

Subject to making his/her intention known, an employee may elect to convert in each **fiscal** year a **maximum** of thirty (30) days leave with regular salary in lieu of pay for overtime worked. By mutual agreement, such time may be added to annual leave credits or taken off at another mutually agreeable time.

WDO.7.3

In the event this lieu time is not used up by the end of the fiscal year such credits were earned, **they** shall be paid-out at the rate they were originally earned.

WDO.7.4

Time off may, by mutual agreement, be added to an employee's annual leave. It is understood annual leave has clear priority over an employee's time off in lieu request.

WDO.7.5

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.

WDO.7.6

If the agreed 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.

WDO.7.7

The Corporation shall cause a record of overtime and banked or used time off in lieu to be kept. Such a record shall be made to local officers of the Guild upon written request.

WDO.8

The Corporation agrees to make at each location every reasonable effort to distribute the assignment of overtime work equitably among employees engaged in the same type of work.

WDO.9

Other options to overtime are available such as:

- 1) **Pre-payment** of overtime;
- 2) Buy-out of expected overtime.

In certain categories of employment, the parties agree that these options can be **utilized** and that neither side will prevent the implementation of such option(s) where it makes sense and is the most efficient or cost-effective method to implement.

WDO.10 SELF-ASSIGNED

WDO.10.1

It is **recognized** the following categories are self-assigned employees: Producers, Associate Producers, Directors, Resource Coordinators and Resource Associates.

Each self-assigned employee undertakes to arrange his/her hours, days of work and rest days in order **to** complete his/her assignment(s) consistent with economy of operation and good staff employee relations.

Each self-assigned employee shall be required to account only for annual leave taken or work performed on legal holiday when prior **authorization** is obtained. Self-assigned employees have no claim for unused rest days and therefore cannot carry them over **from** year to year.

WDO.10.2

All self-assigned employees, given their self-assigned status, will not have any claim to overtime. It is also understood that self-assigned employees have no claim for overtime on work on a day-off or work on a statutory holiday.

WDO.10.3

A self-assigned employee may elect to be self-assigned (weekly) as in **WDO.11**.

A staff self-assigned employee may elect self-assigned (weekly) status at the time of hiring or subsequently at his/her annual review. The self-assigned employee must indicate his/her choice in writing.

A contract self-assigned employee may elect self-assigned (weekly) status at the time of hiring or of negotiating his/her contract. The self-assigned employee must indicate his/her choice in writing.

Employees who do not elect the option in **WDO. 10.3** will remain in the self-assigned category.

WDO.10.4

The following Articles will, not apply to self-assigned employees:

- Article ?? - Posting of Schedule
- Article ?? - Meal and Break Periods
- Article ?? - Compressed Work Week
- Article ?? - Call Back
- Article ?? - Turn Around and Encroachment

WDO.11 SELF-ASSIGNED (WEEKLY)

WDO.11.1

A self-assigned employee who elects to become a self-assigned (weekly) will have his/her work days and rest days assigned by the **authorized** management delegate. Rest days may be assigned singly or in blocks, as programming requirements permit.

WDO.11.2

Work by a self-assigned (weekly) employee on an assigned rest day will require prior **authorization** by the **authorized** management delegate, and each such day shall become an unused rest day. Such unused rest days shall accumulate to the credit of the self-assigned (weekly) employee. Unused rest days may be assigned singly or in blocks, as programming requirements permit.

WDO.11.2.1

Self-assigned (weekly) employees shall be entitled to review unused rest days once every three (3) months with the appropriate management delegate.

WDO.11.2.2

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

WDO.11.2.3

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

WDO.11.2.4

A self-assigned (weekly) employee who works on a statutory holiday will be paid at the rate of one and one half times (1 1/2 X) the employee's regular salary.

WOD.11.2.5

A self-assigned (weekly) employee may elect at any time to return to self-assigning status as per **WDO.10** for a period of not less than one (1) year. Such option must be communicated in writing to the appropriate management delegate. Unused rest days accumulated when an employee is a self-assigned (weekly) employee, will be credited to him/her when he/she elects to **return** to **self-**assigning status. The unused rest days will be carried forward and assigned in accordance with **WDO.11.2.3**.

WDO.12

Self-assigned and self-assigned (weekly) employees will have access to workload arrangements. Workload will be administered in accordance with the following:

- a) The **program** manager or delegate will, at minimum, conduct an annual workload review with each employee. The review will consider the nature of the employee's assignment, the **organization** of staff and facilities, program objectives, the demands on time, and the number of rest days likely to be worked.

The workload shall include the employee's expected pattern of work.

Reviews will be confirmed in writing and the written document will be forwarded to the Joint Committee (clause **JC.1**).

- b) No employee shall be required to maintain a workload in excess of that defined in a) above on a regular and continuing basis, without review under this Article.
- c) Employees who believe they have a workload issue which is regular and continuing and in their opinion requires remedial action shall request a review. The employee and programme manager or his/her delegate shall meet to discuss the workload with a view to develop a satisfactory resolution. Such resolution may include:

- alternative **organization** of staff and facilities;
- changes to the assignment;
- extra compensation;
- other **such acceptable** alternatives.

If after the meeting the employee is not satisfied, it will be forwarded to the National Joint Committee for further review and final resolution.

WDO.13

The current provisions will be applicable during the life of this agreement. It is understood such provisions will not be used in an exploitative manner, but rather to enhance and make the workplace more effective.

For clarity, the following will be the guiding principles in implementing the provisions:

Self-Ass-

The following will be self-assigned: Producers, Associate Producers, Directors, Resource Coordinators, Resource Associates. The principles of **WDO.10**, **WDO.11** and **WDO.12** will apply.

It is understood that a limited number of the above-noted provisions may fall into the weekly scheduled category.

During the second year of this Collective Agreement, the parties shall examine and identify which positions could be weekly scheduled eligible for averaged overtime.

In an effort to address the problem, the identified persons will negotiate workload agreements and solutions, which put them in a position as close as possible to that which they would receive under an overtime averaging regime.

It being further understood that such identified persons will be guaranteed as being placed in a weekly scheduled averaged overtime regime or some other regime as agreed by the parties to this **Agreement** in the next round of collective bargaining.

Article PS(U:27)

POSTING OF SCHEDULE

PS.1

For regularly scheduled employees, schedules of days-off and regular working hours shall be posted not less than two (2) weeks in advance of the week for which they apply.

PS.2

Schedules may be changed due to illness or release of an employee or other reasons affecting an employee requiring special leave. Schedules may also be changed in the event an employee is released for union activity after such schedule has been posted. Schedules may also be changed due to circumstances beyond the control of the Corporation, by way of example:

- a) emergencies or unexpected events of political, economic, or social importance requiring coverage of which the Corporation did not have or could not be expected to have had prior knowledge, (i.e., death of a politician or a celebrity, a disaster or a sudden national or world crisis or a national/international sports playoff,
- b) in major productions: unexpected occurrences which the Corporation did not have or could not be expected to have had prior knowledge (e.g. weather conditions).

Other changes can be made by mutual agreement between the employee, the management and the Guild at the local level. Such an agreement will not be unreasonably withheld.

PS.3

The Corporation will make every effort to schedule employees in such a way that they will have no more than two (2) different start times in any given week.

PS.4

For Associate Directors (Production Assistants) assigned to Arts and Entertainment programs and/or to major **remotes**, the following will apply:

- . Where starting times are posted, notice of change of starting time shall be given as soon as possible but at least twelve (12) hours before the new starting time where there is an advance of the starting time, or twelve (12) hours before the original starting time where there is a postponement of the starting time.

If such notice of change is not given, the employee **affected** shall be credited with all hours originally scheduled plus any additional hours worked.

Article MP (U:28)

MEAL AND BREAK PERIODS

MP.1

For daily scheduled employees only, there shall be a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes unpaid meal period during each **shift**.

MP.2

The meal period (as far as practicable) will be scheduled close to the mid-point of the employee's **shift**.

MP.3

Employees will not be asked to displace meal periods.

MP.4

In shifts of eight (8) hours or more, subsequent meal periods will be scheduled within the fourth (4th), fifth (5th), or sixth (6th) hour since the last meal period should have been completed.

MP.5

There shall be a second and subsequent meal allowance. Such amount for the second or subsequent meal allowance will be paid in accordance with applicable policy.

Article CWW (U:25)

361

COMPRESSED WORK WEEK

CWW.1

Where employees want a study of scheduling to see whether improvements can be made, a committee of four (4) people will be formed including two (2) employee representatives selected, by the local Union and two (2) employer representatives.

CWW.1.1

The committee, with input from all affected staff, will attempt to draw up a schedule that is more acceptable to staff than the current schedule but still meets operational requirements. The new arrangement shall not reduce the number of positions required.

CWW.2

The committee may propose modifying the work week to provide for three (3) 12 3/4 or 13 1/3 hour days or four (4) 9 2/3 or 10 hour days, whichever is applicable, or some other acceptable arrangement. It is understood that such a modified work week cannot be introduced without the approval of the employees involved, the employer and the Guild ✓

CWW.3

It is further understood that all work performed beyond the new scheduled daily shift and in excess of the 40 hour work week but not both shall be remunerated at the applicable overtime rates outlined in the Collective Agreement.

CWW.4

All work performed by an employee on a compressed work week arrangement on a scheduled day off shall be paid in accordance with Article **WW (Work Week, Days-Off and Overtime)** of the Collective Agreement. For clarity as applicable, the following will apply:

Persons on a four (4) day compressed work week the following will apply:

Work on a fifth (5th) and sixth (6th) day will be paid at 1.5 times the employee's regular rate of pay.

Work on a seventh (7th) day will be paid at double the employee's regular rate.

Persons on a three (3) day compressed work week, the following will apply:

Work on a fourth (4th) and fifth (5th) day will be paid at 1.5 times the employee's regular rate.

Work on a sixth (6th) and seventh (7th) day will be at double the employee's regular rate.

For each of the above rest days the employee is required to work, a minimum payment of 4 hours pay for each day worked will be made to the employee.

CWW.5

Sick leave will be paid in such a fashion that the employee will not receive more pay or credits to what they would receive for working the **normal** work week (i.e. 38 3/4 or 40 hours per week or 7 3/4 or 8 hours shift, whichever is applicable).

CWW.6

No employee shall be scheduled to start a **shift** within ten (10) hours after the scheduled completion of the employee's previous shift.

CWW.7

Any such arrangement can be cancelled by any one of the parties involved (the employee(s), the employer and the Guild) by giving four (4) weeks notice in writing to the other parties.

CWW.8

All other provisions of the Collective Agreement apply with the necessary modifications where applicable.

CWW.9

If a person on a compressed work week is absent for the duration of the compressed hours in a week, it is agreed and understood that the replacement (if any) will be required to assume the same hours **and conditions** as the absent incumbent.

CWW.10

It is understood that the intent of this arrangement is to avoid incurring **extra** cost or penalties to the Corporation. It is further clearly understood that there shall be no pyramiding of any premiums or benefits to any employee under this arrangement.

JOB SHARING

JSH.1

Job sharing can occur where there is agreement among the employer, the Guild 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.

JSH.1.1

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.1.2

The sharing of hours of work shall be determined by the parties to the sharing arrangement but in no case will one employee work fewer than twenty **(20)** hours per week or fewer than eighty **(80)** hours per month. It is understood that the work week shall be five **(5)** days divided between the two employees and that time worked in excess of the work day or work week shall be paid in accordance with Article **WW** (Work Week, Days-Off and Overtime) of the Collective Agreement. It is clearly understood that there shall be no pyramiding of any premiums or benefits to any employee under this arrangement.

JSH.1.3

Employees accepted for job sharing shall have benefits pro-rated based on time worked including dental, annual leave and sick leave. Such persons on a job share will be required to participate in the pension plan (Part II). The Corporation will continue to pay supplementary health care premium. 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. Overtime is applicable after forty **(40)** hours.

JSH.1.4

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.

JSH.1.5

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

JSH.1.6

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

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.

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4/27
167

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 (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.

CB.3

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.4

Cancellation of call back before the employee actually reports for duty will not require any payment.

Article TAR (U:29)

TURN-AROUND AND ENCROACHMENT

TAR.1

No employee shall be scheduled to start a shift within twelve (12) hours after the scheduled completion of the employee's previous shift, except as provided for in clauses TAR.2 and TAR.2.1.

TAR.2

An employee who is scheduled to end work between 7:30 p.m. and 11:30 p.m. on the day preceding the employee's days off shall not be scheduled to begin work before 8:00 a.m. on the day after the employee's days off.

TAR.2.1

An employee who is scheduled to end work between 11:30 p.m. and 2:00 a.m. on a shift preceding the employee's days off shall not be scheduled to begin work before 10:00 a.m. on the day after the employee's days off.

Article TE (U:52)

TRAVEL

TE.1

When travelling on Corporation business, employees shall be reimbursed for all expenses as incurred and as **authorized**. 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.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.

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 provided that the employee and the Union are 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.

TES

Employees on overnight out-of-town assignments will, if available, be entitled to single room accommodation with shower and/or bath facilities.

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

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. An employee who is assigned out of town but within Canada for a continuous period in excess of eight (8) weeks will be entitled to one (1) return trip to his/her home base at Corporation expense for each five (5) weeks of such assignment.

TE.8 Travel to and from Work

TE.8.1

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. S&h **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.8.2

If an employee is assigned by the Corporation 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.

TE.9 Travel Accident Insurance

TE.9.1

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

TE.10 Use of Employee's Car

TE.10.1

It is expressly agreed that the use of an employee's car in executing the business of the Corporation is not compulsory and he/she may, at his/her discretion, decline to do so. 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.

TE.10.2

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 dollars (**\$2.00**) per diem, whichever is the greater, for each day his/her **authomobile** is used on Corporation business.

(ii) At request of employee:

All locations	10.0 cents a kilometre
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TE.11

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

Article WCS (U:55)

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WORKING CONDITIONS AND SAFETY

WCS.1

The Corporation and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Corporation to ~~ensure safe, healthy~~ and hygienic working conditions.

WCS.2

There shall be no imposition of unreasonable workload upon any employee constituting in fact a speedup.

WCS.3

Where a uniform and/or protective clothing is issued by the Corporation to an employee to be worn in the performance of his/her duties, the cost of cleaning, as **authorized**, will be borne by the Corporation. For the purpose of this Article a uniform consists of jackets **and/or** trousers, jackets and/or skirts and hats and winter coats. In any event, the protective clothing shall not be of lesser nature than that supplied to other employees of the Corporation at the location.

WCS.4

The Corporation shall supply adequate protective clothing and/or safety devices for employees where conditions require their use and to supply other special attire when required. Such clothing or devices are supplied for an employee's protection and their use is mandatory.

WCS.5

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.6

Necessary efficient working equipment **shall** be provided to employees and paid for by the Corporation. However, it shall be the employees' responsibility to report the loss or damage of any **CBC** equipment immediately as it becomes known to the employee.

WCS.6.1

It is the obligation of the employee to take reasonable care of such equipment. It is the obligation of the Corporation to properly maintain such equipment.

WCS.7

Equipment

The Corporation shall obtain proper equipment **from** reputable suppliers who are able and willing to give advice and assist in resolving any problems that may arise. Before the equipment is installed, the Corporation shall consult with the Union, at the local level, on the design and installation of such equipment, and agrees to discuss the environment in which it is installed.

The Corporation also agrees to ensure proper regular maintenance of equipment and provide regular safety inspections. The results of such monitoring and inspections shall be made available to the Union,

Lighting

Terminals must be installed in such a way that glare shall not be a problem.

Furniture

The Corporation will provide adjustable chairs when requested to avoid fatigue to VDT users. The Corporation will also provide brackets or stands that allow the terminal to be raised and lowered, and that allow for the adjustment of the distance between the user and the terminal.

Shielding

The Corporation will provide radiation shields for **flyback** transformers.

Eye Examinations

The Corporation shall grant, if required, leave for an employee to have a yearly eye test by an **ophthamologist**. 'It is the employee's individual responsibility to take the test.

Special Corrective Eye Glasses

When not specifically covered by any medical plan, the Corporation shall pay for special corrective eye glasses required by a full-time employee, on the recommendation of an **ophthamologist**, for the specific and exclusive purposes of using a VDT or similar equipment.

Rest Breaks

Experience in the use of VDTs has shown that there are natural breaks in the work pattern that take employees away from the machines. It is presumed that pattern will continue.

Pregnancy

An employee who perceives that she is pregnant shall discuss with her manager (supervisor) the accommodation of her health concerns through the provision of personal protective equipment; or, where practicable, through temporary transfer to another job function which does not require the use of video display terminals.

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In the event that an employee's pregnancy is confirmed, the Corporation will, where possible, keep the employee in her job or in another job in the same workplace by substituting the form of technology used by the employee, i.e., **LCDs**. In the event that this is not possible, the employee may ask for reassignment to still other work that does not require the use of **VDT** equipment. Where this is not possible the Corporation will endeavour to find the employee alternate work outside the bargaining unit.

Where no suitable **re-assignment** is available in the location, the employee will be granted absence without pay for Maternity Leave.

✓

When returning to duty at the conclusion of leave of absence, the employee will be reinstated in her former position or if that is not possible, to a comparable position with the same wages and benefits and in the same location.

Article SH(U:16)

STATUTORY HOLIDAY

SH.1

The following shall be paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- The date proclaimed as the Reigning Monarch's Birthday
- Civic holiday in August where declared
- **Canada Day**
- ଉତ୍ତରାଧିକାରି ଦିବସ
- Thanksgiving Day
- **Remembrance Day**
- ଶ୍ରଦ୍ଧା ଦିବସ
- ଶ୍ରୀମଦ୍ଭଗବତ୍ ଜୟନ୍ତୀ ଦିବସ

7/12

plus such other holidays duly proclaimed by Federal or Provincial authority as a public holiday.

SH.1.1

However, when another day is declared a public holiday by Federal or Provincial authority because Christmas Day or New Year's Day, Canada Day or Remembrance Day fall on a Sunday, for the purposes of this Collective Agreement only the said Sunday or the following day shall count as a holiday, but not both.

SH.2

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 Collective Agreement at the Corporation location(s) affected.

SH.3

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

-When a designated holiday under clause **SH.1** coincides with an employee's day-off, the employee's day off will be moved to the first scheduled working day prior to or following the designated holiday.

SH.3.1

Work performed on a holiday will be paid at one and one half times (**1 1/2 X**) the employee's regular rate for all hours worked with a minimum payment of seven and three quarters (**7 3/4**) hours **at time and one half (1.5X)**.

SH.4

An employee will not be entitled to pay for a holiday if he/she is on **unauthorized** absence on the holiday, or if he/she is not otherwise entitled to pay for the work week in which the holiday occurs. However, no pay will be deducted for a holiday falling in a period of leave without pay for Union activities as provided for in Article (Release for Union Activities).

SH.5

For those groups of employees who may be required to work on Christmas or New Year's, the Corporation, locally, will ascertain before December **1st** of each year, the wishes of the employees and will make every effort to take them into account regarding the scheduling of such holidays.

SH.6

The entitlement to holiday pay shall be contingent upon the fact that on the day prior to and the day following the holiday, an employee must be:

- a) working
- b) on a day off
- c) assigned a holiday off
- d) on **authorized** leave with pay
- e) on release from duty, except that:

an employee who has worked in the work week concerned may be on **authorized** absence without pay on the working day following the holiday or on the working day prior to the holiday, but not both, to be entitled to holiday pay.

SH.7

Any period of time-off allowed by the Corporation:

- a) for employee participation in **organized** recreational activities;
- b) because of inclement weather (see Article (Excessive Hours, Working Conditions and Safety)), and
- c) for any other reasons,

shall not be considered a holiday for purposes of this Collective 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.

SH.8

Where an eligible employee's religion requires a different observance, he/she **with at least eight (8)** weeks written notice to management can substitute on a day for day basis, Easter Monday and Remembrance Day for other religious observances. This is on the proviso that there is no increase in cost to the Corporation and that there is work available for the employee to perform on Easter Monday and Remembrance Day. The employer will not be forced to create work or open its premises if it is not feasible to do so.

Article AL(U:17)

ANNUAL LEAVE

ANNUAL LEAVE CREDITS

AL.1

Leave with pay shall be granted to an employee for the purpose of vacation at the rate of one and one-quarter (**1 1/4**) days for each completed calendar month of service, up to a maximum of fifteen (**15**) working days (i.e. three (**3**) calendar weeks).

AL.1.1

- a) An employee who has completed eight (**8**) years of service shall be granted four (**4**) weeks of annual leave;
- b) An employee who has completed twenty (**20**) years of service shall be granted five (**5**) weeks of annual leave.
- c) An employee who has completed twenty-seven (**27**) years of service shall be granted six (**6**) weeks of annual leave.

AL.2

An employee shall accumulate annual leave credits proportionate to the number of completed calendar months of service in a fiscal year. An employee must work a minimum of ten (**10**) working days in the calendar month in order to be entitled to **full** leave credits for that month.

AL.2.1

Leave accumulated in one (**1**) fiscal year will be granted to an employee in the following fiscal year, except as provided herein.

AL.3

Upon separation **from** staff an employee will receive a cash payment equivalent to salary for unused annual leave credits. Such payment will be calculated at the rate the annual leave was earned but not taken.

AL.4

Employees who are currently earning or receiving annual leave entitlements greater than the entitlements outlined in this Article, shall continue to receive the same extra entitlement(s). However, it is understood that no further entitlements will be given until eligibility is achieved which places the employee on the schedule of entitlement(s) in accordance with the Collective Agreement requirements. This clause will cease to exist at the expiration of this Collective Agreement unless otherwise agreed to.

Article AL (U:18)

ANNUAL LEAVE

SCHEDULING ANNUAL LEAVE

ALS.1

Vacations shall be arranged according to Corporation seniority with vacations to be taken, operational requirements permitting, at any time chosen by the employee, within the fiscal year, except that **the employee** shall not be compelled to take holidays outside the period May 15th to October 31st. Employees taking their vacation between May 15th and October 31st shall indicate their preference prior to April 1st and vacation schedules shall be posted not later than April 30th. Employees taking their vacation after October 31st shall indicate their preference not later than October 1st and vacation schedules shall be posted not later than October 31st. Failure to indicate the employee's choice of vacation period within the set time limits may result in the employee's loss of vacation preference based on seniority.

ALS.1.1

It is further understood that the Corporation reserves the right to schedule or assign employees any outstanding annual vacation accruals. However before **exercising** this right the Corporation will meet with the employee to discuss the assignment or scheduling of accrued annual leave. Every effort will be made to schedule such leave in a manner that is satisfactory to both parties.

ALS.2

The Corporation and the employee may agree to carry annual leave credits into the next fiscal year in accordance with Federal legislation.

ALS.3

In the event an employee selects more than one (1) set of vacation dates within the same period, the exercise of seniority rights shall apply to only one (1) set, and this set must be designated at the time of indication.

Article AL (U:19)

ANNUAL LEAVE

ANNUAL LEAVE - OTHER CREDITS

ALO.1

An employee, whose vacation time includes a holiday, shall receive a credit of a day added to the vacation period or a day off apart **from** the vacation period as mutually agreed. The employee's days off shall be scheduled to coincide with the vacation in the weeks preceding and following the vacation period whenever possible.

ALO.2

While on annual leave, if an employee's leave is interrupted for a period of five (5) consecutive calendar days or more through serious illness or injury which involves treatment at a hospital or medical clinic, the period of annual leave so displaced shall be charged against the employee's special leave or sick leave credits or Short Term Disability leave as appropriate when medical evidence satisfactory to **the Corporation** is provided. 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.

Article SL(U:20)

SPECIAL LEAVE

20.1

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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. Additionally, it can be granted 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.

Situations as outlined above which may require additional leave of a longer duration shall be discussed by the employee with his/her supervisor. The circumstances will be looked on a case by case basis. As far as practicable and subject to operational requirements, a serious attempt will be made to accommodate such a request. If such a request cannot be met, the supervisor and the employee will canvass other alternatives i.e. vacation leave or leave of absence without pay and the like. Once special leave has been granted the denial of additional leave will not be subject to the grievance procedure. ✓

Bereavement

20.1.1

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. ✓

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

20.1.2

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

20.1.3

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 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 Guild 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 CD (U:22)

LEAVE - COURT DUTY

CD.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 regular salary for that **period**.

In both instances payment is subject to satisfactory evidence.

63 B6

6/17
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

6/17
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.

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 shares 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. ✓

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.

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/LTD

STD/LTD

- As per Corporation policy - not forming part of this Agreement.
- The following is a brief outline of eligible benefits. For complete information, the Corporation policy on STD **and** LTD should be' consulted.

A) Full-time employees hired prior to April 1, 1977 will maintain rights and benefits in accordance with the provisions of the old STD/LTD plan.

B) Full-time permanent employees hired after April 1, 1977 will be covered by Corporation policies on STD and LTD.

i) STD basic benefits based on length of service:

Service	At 100% Basic Salary	At 66 2/3 % Basic Salary
3 months to 1 year	10 working days	75 working days
1 year to 2 years	20 working days	65 working days
2 years to 3 years	30 working days	55 working days
3 years to 4 years	40 working days	45 working days
5 years to 6 years	60 working days	25 working days
6 years to 7 years	70 working days	15 working days
7 years or more	85 working days	--

20/55
24/100

ii) LTD basic benefits:

LTD plan benefits will be paid to a disabled employee commencing on the **eighty-sixth (86th)** working day of the-disability and will continue until the earlier of the employee's recovery of good health, retirement **at normal** retirement age (sixty-five **(65)** years) or death.

The benefit payable will be an amount equal to sixty percent **(60%)** of the disabled employee's basic salary at the date of the commencement of the disability (maximum two thousand and seven hundred dollars **(\$2,700.00)** per month), less any amounts the employee may be entitled to receive from the Canada/Quebec Pension Plan, the **CBC** Pension Plan, the Government Employees Compensation Order or any other Group or Association **LTD** Plan to which an employee may belong by reason of membership or the specific trade or profession.

The amount of **LTD** plan benefits being received by an employee will be increased annually on the first day of January, based on the amount of any cost of living increase indicated by the Canadian Consumer Price Index, but in no case shall this increase exceed four percent **(4%)** of the **LTD** benefit being received by an employee.

- C) Temporary employees hired for a period of more than thirteen **(13)** continuous weeks will earn one and one quarter **(1 1/4)** days per completed month of service which will be only used for the protection against loss of salary when incapacitated by illness.

Temporary employees hired for a period less than thirteen **(13)** continuous weeks as well as casual and part-time employees are not eligible for STD and **LTD**.

Handwritten calculations:
25
080
2700

2000

959

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 back 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 similar vacancy or category of employment immediately held **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 "ES" (Economy Severance).

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 such reasonable accommodation will allow the employee(s) to return to full-time employment at his/her regular job or, at any job at the same or lower level within the bargaining unit, for which the employee is 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 from being declared fully recovered subject to a suitable vacancy becoming available.

I.6

The employee shall fully co-operate with the Corporation including, providing any and all relevant medical information as it relates to their absence 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 as appropriate in matters relating to training and/or (if required) opportunities for placement outside the Corporation if no placement inside the Corporation can occur.

I.9

Persons who refuse reasonable employment opportunities within the Corporation 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 LI(U:40)

LIFE INSURANCE

SECTION A-OLD PLAN

LI.1

The provisions of Section A (Old Plan) apply only to permanent 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 contributions to premium rate.

LI.1.1

The current **24-Hour-Voluntary-Accident** Death 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 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 Croup 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 permanent full-time and eligible part-time and 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 1 st, 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.

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 an extra one (1x), two (2x) or three (3x) basic annual salary (for a 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.

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:

- 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 1 st).

88 1/2
1
72
999
3 0/1
100

766/1
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.

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).

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 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 (**Incapacited/Disabled** Employees).

AD.2

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

7 + B
/

Article M

MEDICAL

M.1

In all cases of illness and disability an employee shall inform his/her supervisor as soon as possible. In all cases of illness and 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.

M.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.

M.3

In accordance with the Human Resources Disability Income Protection Plan 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 HM(U:39)

HOSPITAL/MEDICAL COVERAGE-FULL-TIME PERMANENT EMPLOYEES

HM.1

Where the Corporation directly pays provincial territorial 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 territorial Hospital/Medical premiums to ensure employee coverage.

70%
100

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.

HM.2 - Supplementary Health Care

?

The Corporation shall reimburse to eligible employees, one hundred percent (100%) of premiums paid through payroll deductions for the prevailing extended medical and supplementary hospital plan in effect on the ratification of this Agreement.

70%
✓
55%
76%¹⁾

HM.3

There shall be no pyramiding or double payment of any CBC benefit, right or entitlement to any employee regardless of the circumstances. This does not apply to an employee's private insurance plan(s).

TRAINING AND PROFESSIONAL DEVELOPMENT

TD.1

The Corporation is committed to training employees to ensure they have the required skills in their present positions and to encourage them to improve their job performance and assist in achieving their career objectives.

TD.2

The parties **recognize** the value of training and professional development for present and future needs and the Corporation 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.

TD.3

Employees will be encouraged through the performance appraisal process to signify their specific interests in career development and training needs will be jointly identified. The parties are committed to the development of **staff** consistent with the Corporate Training Policy and overall objectives.

TD.4

As part of the local and national joint committee process, the parties shall identify training and development needs and advise on programmes or services available to meet those needs. The **Corporation** through its training department undertakes to **inform** employees of training courses offered by the department.

TD.5

Employees at their request may have documents related to their upgraded knowledge or skills placed in their human resource file **and skills** inventory.

TD.6

At the commencement of work, new employees will be provided **up to two (2)** weeks of supervised on-the-job training.

TD.7

The Corporation shall provide an employee on permanent transfer to another location, or promotion to a higher category, or on return to employment after an absence of one **(1)** year or more, with at least one **(1)** week of job orientation.

2552

TD.8

The parties agree to **afford** Entry Level employees the opportunity to develop their abilities by filling minor assignments at a more senior level. To conform with this intent, such employees shall be given opportunities **whenever** practicable.

TD.9

Employees who take courses on their own time directly related to their current position and/or professional development within the Corporation as identified through the performance appraisal process, may be assisted by the Corporation subject to a written request and prior approval. Such assistance may involve partial funding and/or leave without pay.

TD.10

Recognizing the mutual benefits derived from training, while employees are attending a Corporation assigned course they shall be paid at their regular salary. 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.

TD.11

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

TD.12

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

TD.13

The parties agree to establish a consultative group related to macro issues on the, elaboration and broad principles of training, The formulation of membership in this group will be **finalized** on ratification of this Agreement.

Attached, in Appendix _____ for informational purposes, is the Purpose and Mandate of the Consultative Committee.

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 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 a grievance or 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:70-71-72)

NOTICE OF NEGOTIATIONS/RENEWAL

N.1

Prior to expiration of this Agreement either party may within a period of three (3) months immediately 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 such 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 of Labour as set forth in Part I of the Canada Labour Code, Section 89 (1) and (2).

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, the other party shall arrange for a meeting to 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 in accordance with clause N.1 above to terminate or renegotiate a new Agreement, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of clause N. 1 have been satisfied.



Article ED (U:69)

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, September 21st, 1998.

Appendix SQ

Letter of Understanding

STATEMENT OF QUALIFICATIONS

The purpose of the Statement of Qualifications is to clearly identify the requirements of jobs posted by the Corporation, and to ensure that only applicants who are qualified and interested will apply.

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 and subjective criteria.

Objective criteria can include, but are not limited to, core functional requirements such as:

- demonstrated ability to carry out the tasks of the position
- education
- knowledge
- t r a i n i n g
- experience

Subjective criteria can include, but are not limited to, specific performance factors such as:

- talent in the specific functions or areas required
- creativity in the specific functions or areas required
- innovation in the specific functions or areas required
- production ability in the specific functions or areas required
- planning and **organizational** skills in the specific functions or areas required

Where the ratings between candidates on objective and subjective criteria are relatively equal, the more senior person shall be given preference.

A Statement of Qualifications will identify subject areas which will be examined and the relative importance of these subject areas.

Appendix HCU

HYBRID CROSS-UNIT JOBS

The Corporation and **CMG 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. If a hybrid position is established, the parties shall meet and discuss the duties and functions in question and attempt to agree on the level of remuneration. If agreement is reached, the employee will be paid the agreed upon rate. If no agreement is reached, the matter shall be referred to job evaluation for final resolution;

- 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 fairly 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 OC

OUT-OF-COUNTRY WORK

OC.1

Although this Collective Agreement is applicable in Canada only (outside of the Province of Quebec and **Moncton, N.B.**), it is **recognized** that the Corporation carries on business in other countries. Nothing in this Collective Agreement prevents employees currently in the bargaining **unit from** applying to be hired for employment by the Corporation outside of the country.

OC.1.1

This Collective Agreement will not apply to the hiring process and to any other terms and conditions of such out-of-country employment. Persons employed by the Corporation for **out-of-country** employment are not “employees” for the purposes of this Collective Agreement.

OC.2

At the conclusion of any out-of-country employment, if the Corporation and the affected person agree that **re-integration to a** position in Canada, including one in the bargaining unit, is feasible, such **re-integration** will not be subject to the posting provisions of this Agreement. If the person has unbroken service, and notwithstanding **Clause OC. 1.1**, he/she will be credited with Corporation seniority for the period of time in which he/she was employed by the Corporation out of Canada.

Appendix ADS

Letter of Understanding

- **Alternative Discipline System**

The parties will, at the national level, investigate the implementation of an alternative discipline process during the life of this Collective Agreement.

Appendix "CCSB" (U:67)

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

There shall be a Consultative Committee on Staff Benefits whose terms of reference shall be as set out below.

CCSB. 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 in such manner as **agreed to** by the bargaining agents themselves, and to the confidential and management groups in such a **manner** as they shall themselves decide. However, no employee may be represented by more than one union, association or group. The Corporation shall be represented by the Director, Pension and Benefit Plans Administration 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.

CCSB.2 - Functions

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

- Pension Plans
- Insurance - life, accident, etc.
- Health Insurance
- L e a v e
- 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.

CCSB.3 - powers

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

should any such recommendation result in additional funds being required, the Committee shall recommend to the Corporation and also to the various bargaining unions and employee groups what it considers to be a just and equitable cost-sharing agreement.

it is understood that the Committee is not empowered to amend or change any of the provisions of any of the collective agreements *except by mutual consent of all of the parties to that agreement.

CCSB.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.

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

APPENDIX

Letter of Agreement

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 Paper-workers 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
Deductible	\$25 / \$50
Co-Payment	90% on Everything Except Masseur(s)
Semi-Private	90% (No Deductible)
Drugs	90%

705-999
E-999

Great West Life	Carrier
Private Duty Nurse	\$100,000 Per Year Max.
Coverage Outside Canada	\$300,000 Life, Time Cap
Psychologist	90%
Chiropractor, Podiatrist, Osteopath, Acupuncture, Naturopath	90% to a maximum of \$300 50% thereafter
Masseur	No Change
Vision Care	\$240 / 24 Month

Other Covered Expenses at 90%:

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

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:

Co-Insurance

Basic	90%
Endo	75%
Perio	75%

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.

Appendix CCHR

Letter of Understanding

CONSULTATIVE COMMITTEE ON HUMAN RESOURCES

As per the discussion of March 12, 1996, the purpose of a Consultative Committee on Human Resources would be as follows.

Within three (3) months from the date of ratification, the Corporation will invite the union (not more than three (3) persons) to a meeting to establish the on-going committee and to develop the process for dealing with the above-noted subject matter. Such a process can include the following:

High level consultative group with a mandate to advise on macro issues such as the development of new employment systems, including for example, process for J.E., performance appraisal, cross-shilling and the elaboration of broad principles of training

Characterized by open discussion, discussions not to be used in any other forum.

- Parties accept ownership of problems and recommended solutions.

Committee will not deal with individual cases or issues of the application of existing policies, procedures and processes

Set out in letter of understanding not part of the collective agreement.

Advice emanating from committee will be based on consensus.

- Final decision rest with Corporation

Appendix WW

Mr. Dan Oldfield
Canadian Media Guild, Toronto, Ontario

Re: Letter of Clarification on
Work Week, Days-Off and Overtime

This will clarify the Corporation's understanding regarding its proposal for a **40** hour work week as it relates to applicable employees in the daily and weekly scheduled categories.

Under predecessor agreements, employees had a variety of working hours in a week i.e. **36 1/4, 37 1/2, 38 3/4** and **40**.

- Employees who had a **40** hour work week will continue as before.
- Employees who had a **38 3/4** hour work week will continue to be scheduled as before except that if they are required to work beyond the **38 3/4** hours, straight time only will be paid on the balance to **40** hours.
- Employees who had a work week of **36 1/4** or **37 1/2** hours will move to a **38 3/4** hour work week. If required to work beyond **38 3/4** hours, straight time only will be paid on the balance to **40** hours. The minimum base rates of their salary scales will be increased on a pro-rata basis to reflect the change in work week. The scales which will undergo such modification are the following:

ON-AIR GROUP

- Reporter/Editor
 - Level I
 - Level II
 - Level III
 - Level IV
 - Level V

PROGRAM ASSISTANT GROUP

- Program Assistant
 - Level I
 - Level II

PRODUCTION SUPPORT GROUP

- Media Librarian
 - Level I
 - Level I I I
 - Level IV
- Program Marketing Coordinator
 - Level I
 - Level II
- Communications Assistant

OVERTIME AND AVERAGING

Daily scheduled employees on a **38 3/4 hour** work week will not receive overtime penalty payments before having completed 8 hours of work in a day.

In the case of weekly scheduled employees, overtime penalty payments will only apply after eighty **(80)** hours of work in a two **(2)** week averaging period.

It is also understood that averaging will not result in employees being assigned part days off. That is, their general daily shift of **7 3/4** or 8 hours will be respected. This does not constitute any guarantee of work. Part days-off would only be at the request of an employee.

The assignment of days-off, if it occurs, will take into consideration:

- a) the employee's request;
- b) operational requirements.

Where possible and practicable, assigned time off should be taken at times beneficial to the employee.

Employees still have the option of banking overtime to be taken in lieu as per **WDO.7**.

Sincerely,

Alex Mercer
Canadian Broadcasting Corporation
Toronto, Ontario

Appendix **SSP**

Letter of Understanding

SPECIAL SALARY PROVISIONS - ATPD PRODUCERS

It is agreed that any Producer who as of June 2, 1986 in the previous **ATPD** unit who had received Executive Producer remuneration for five (5) years will continue to receive it while he/she is a Producer.

Appendix ST

Letter of Understanding

**ANNOUNCER-OPERATOR, ASSOCIATE DIRECTOR (PRODUCTION ASSISTANT)
AND MORNING LINE-UP EDITOR - RADIO**

Recognizing the **financial** constraints and limitations the Corporation is facing, and against this' backdrop, it is agreed that within six **(6)** months of the signing of this Collective Agreement, an operational team involving the above areas will be assembled to study the slotting **and/or** classifications of the above-noted persons and to recommend to the Vice-Presidents of Radio and Television (English) whether any change in classification or monetary increase will be given.

Such a study and recommendations must be **finalized** within the above-noted six **(6)** month time **frame** and the Union will be invited to share the results of the recommendations.

APPENDIX "A"

Mr. Dan Oldfield
Canadian Media Guild, Toronto, Ontario

Dear Mr. Oldfield:

This will confirm our conversation of May 23, 1996 regarding **current** Guild persons being slotted to the Producer category. It is the intention of the Corporation to maintain such person's **current** salary. It is also the further intention not to **penalize** such persons regarding overtime, given the fact they may now be self-assigning.

In an effort to **minimize** any losses, it is agreed that in addition to regular salary, the Corporation shall review the records of the employee for the last twelve (12) actual worked period. The Corporation shall ensure that overtime actually worked and paid, for the previous worked twelve (12) month period, will be reviewed and overtime will be calculated and paid to the employee in the form of an additional remuneration contract for **future**, while being in the self-assigning Producer category.

For clarity, if such an employee is making **\$50,000** salary, and in reviewing the **previous twelve (12)** month worked period, if the employee earned and was paid **\$10,000** in overtime, the employee **will** receive:

- a) the same salary;
- b) an amount equal to **\$10,000** in additional remuneration which equals the amount paid in overtime for the previous twelve (12) month worked period to be applied to each yearly period.

In short, the current employee will maintain the same salary and any overtime (which will be paid through additional remuneration) in order that the current employee(s) maintain the same salary and/or equivalent amount for overtime paid for the previous twelve (12) month period worked for future periods as a Producer.

A Guild officer will be present and review the overtime records.

Sincerely,

Alex Mercer
Canadian Broadcasting Corporation

APPENDIX "B"

Mr. Dan Oldfield
Canadian Media Guild, Toronto, Ontario

Dear Mr. Oldfield:

- As we discussed on May 23, 1996, Colin MacLeod and Joe Doyle and myself will meet with you and others to review and discuss the new salary scales in the current collective agreement.

If during the course of discussion and review it is found that one **OR MORE** group is improperly slotted or placed, and the parties mutually agree such is the case, the parties will agree to enact such a change which will be retroactive to the appropriate enacted date (i.e. the date of ratification), ensuring the employee is not detrimentally **affected** as a result of such placement or slotting.

Sincerely,

Alex Mercer
Canadian Broadcasting Corporation

Appendix **JE**

Letter of Understanding

JOB EVALUATION

The Corporation with Union involvement will design a job evaluation plan to meet internal requirements and legislative requirements.

The work of the parties will commence after the ratification of this Agreement.

A protocol is attached for informational and guidance purposes. This protocol is without prejudice to either party's position related to any outstanding joint bargaining issues.

It is understood should this job evaluation plan be developed with other bargaining unit representatives, the Canadian Media Guild will be part of such development. It is further understood that the **finalized** job evaluation plan obtained by other bargaining units will also be applicable to this unit.

Letter of Agreement

JOB EVALUATION

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

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. The application of an agreed new plan cannot raise the Corporation's costs and reduce its productive capacity. 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. i.e. the price for paying the bill of onetime and ongoing costs could be a smaller workforce.

Interim Arrangements

1. Existing Activities

At the time of the signing of the collective agreement all Job Evaluation 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 CP

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.

- **HR Policy 1.1** Harassment (*New Policy - Effective Date TBA*)

- **HR Policy 8.0** Disability Income Protection Plans
- **HR Policy 8.2** Short-Term Disability Income Protection Plan
- **HR Policy 8.3** Special Short Term Disability Income Protection Plan
- **HR Policy 8.4** Long Term Disability Income Protection Plan

- **HR Policy 9.0** Travel - Canada
Appendix A Travel - Canada
- **HR Policy 9.1** Travel Outside Canada
- **HR Policy 9.2** Local Transportation
- **HR Policy 9.3** Allowances and Expenses - Isolated Locations
Appendix N List of Isolated Locations
- **HR Policy 9.5** Relocation
Appendix A Relocation Expenses (Home Disposal Plan)
- **HR Policy 9.6** Relocation Expenses - Foreign Postings
- **HR Policy 9.9** Interest-Free Loans on Relocation

- **HR Policy 10.0** Retirement

The Canadian Media Guild, on behalf of all employees in the Unit One **CMG** bargaining unit, agree to accept the attached terms of conditions of employment subject to the terms contained therein and both sides agree to recommend these conditions to their respective principals.

The Guild agree that by signing this document, all issues related to collective bargaining have been resolved through this document.

Signed this **23rd** day of May **1996** at **Ottawa**.

FOR THE CANADIAN MEDIA GUILD

FOR THE CORPORATION

Dan Oldfield
Chief Negotiator

Alex Mercer
Chief Negotiator

Arnold Amber

Colin MacLeod

Ray Aboud

Joe Doyle

Lise Lareau

Marilyn Smith

Bruce May

Denis Lord

Pam Buckway

APPROVED
CANADIAN BROADCASTING CORPORATION

Michael McEwen
Acting Vice-President
Human Resources

Jim Byrd
Vice-President
English Television

Harold Redekopp
Vice-President
English Radio