

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN
BROADCASTING CORPORATION

AND

LE SYNDICAT DES COMMUNICATIONS
DE RADIO-CANADA (FNC-CSN)

June 22, 1998 to June 17, 2001

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Note

Note: The masculine forms used in this document designate both men and women.

Article 1

DEFINITION OF BARGAINING UNIT

1.1

The Corporation recognizes the Syndicat des communications de Radio-Canada (FNC-CSN) as the sole bargaining agent for the employees comprised in the bargaining unit defined by the Canada Labour Relations Board in its decision of July 28, 1995.

1.2

The Collective Agreement applies to foreign correspondents and to CBC employees in geographical locations throughout Quebec and in Moncton where the Corporation has broadcasting facilities or bureaus. In Quebec, employees assigned outside these geographical locations shall be regarded as reporting to the bureau which assigns them.

Article 2

DEFINITION OF EMPLOYEE

2.1

The term "employee," as used in this Agreement, means any person employed in one of the job classifications covered by this Collective Agreement or in a job or classification created subsequently, which the parties by mutual consent decide to include in the bargaining unit.

2.2

After the establishment of a new category/classification, if the parties do not manage to reach an agreement on its inclusion in the bargaining unit, or its exclusion, this may not become the cause of a grievance under this Agreement, but may be referred by one or the other of the parties to the Canada Labour Relations Board.

Article 3

DEFINITIONS

For the purposes of the Collective Agreement,

The terms "Corporation" and "Employer" refer to the Canadian Broadcasting Corporation.

The terms "Unit", "bargaining unit", "bargaining agent", "SCRC" and "Union" refer to the Syndicat des communications de Radio-Canada (FNC-CSN).

The term "parties" refers to the Canadian Broadcasting Corporation and the Syndicat des communications de Radio-Canada (FNC-CSN).

The expression "component" means English Radio, French Radio, English Television, French Television, Radio Canada International and the CBC North Quebec.

The term "professional group" refers to:

on-air staff
production staff

- f) The expression "current affairs programs" means daily programs analysing events and news.
- g) The expression "full-time" designates employees who complete a normal work week.
- h) The expression "unit seniority" designates the length of continuous service in the bargaining unit.
- i) "Corporate seniority" is calculated from the last date of assuming duties with the Corporation.

In Information Services, the expression "continuous service" means the hiring for at least 39 consecutive weeks from one year to the next. The length of continuous service corresponds to the total consecutive paid weeks from one year to the next.

In other departments, the expression "continuous service" designates the hiring from one year to the next for a programming season of at least 39 weeks a year. The length of this continuous service corresponds, however, to the total duration of the various contracts.

Article 4

OFFICIAL TEXT

4.1

The French and English versions of this Collective Agreement are considered to be official and of equal effect, except where there are differences of interpretation, in which case the two versions shall be reconciled to discover the parties' intentions.

Article 5

JURISDICTION

5.1

The Corporation recognizes the Syndicat des communications de Radio-Canada (FNC-CSN) as the sole bargaining agent for all on-air staff, and for all persons assigned mainly to program design, preparation, coordination and finalization duties, except for producers and supervisory staff, and staff regarded as supervisory, throughout Quebec and in Moncton, and foreign correspondents. Such staff is grouped within the duties described in Article 34.

5.2

The Corporation assign work of an identical or similar nature for Internet distribution to employees in the unit.

5.3

Notwithstanding Article 5.1, the Corporation may assign these duties to:

- a) specialized persons or persons who are authorities in a particular field;
- b) Corporation employees not working in Quebec and Moncton, N.B., provided such work does not replace or displace employees belonging to the bargaining unit represented by the Syndicat des communications de Radio-Canada (FNC-CSN), and provided employees belonging to this Union can work outside Quebec and Moncton, N.B.;
- c) employees belonging to bargaining units represented by the AR, STARF and SCFP, provided the employees belonging to the SCRC can perform duties normally performed by the AR, STARF and SCFP bargaining units and provided such duties do not normally constitute the main functions of these employees;
- d) Chief news editors, associate chief editors and persons acting as supervisors, for purposes of editorial supervision or in an emergency.
- e) journalists from foreign media, under an exchange between the Corporation and these media.

5.4

It is further agreed that the Corporation may continue existing newsroom practices. Thus, by way of illustration but not of restriction, basic news and news' audiovisual material may continue:

- to be obtained under contract;
- to be exchanged with other broadcasting organizations;
- to be obtained from other sources;
- to be provided by CBC affiliates, although the CBC may also assign its own resources.

Article 6

MANAGEMENT RIGHTS

6.1

It is recognized that the management of the Corporation, the control of its properties, the maintenance of order on its premises and the establishment of policies and standards governing its operations, are the sole responsibility of Management.

6.2

It is further recognized that, to conform with the intent of the Broadcasting Act, the Corporation has the right and responsibility to choose its objectives and determine its methods of operation, to determine the number of staff required to carry out its operations and to hire them, to apply appropriate methods of selecting them, to dismiss them for proper cause, to assign them, and to transfer, promote, or release employees because of lack of work, provided such action is taken in accordance with the provisions of the Agreement.

6.3

In the event of divergence, the provisions of this Agreement shall override the internal regulations of the Corporation.

6.4

The Corporation shall maintain the existing reading rooms and lounges on the premises.

Article 7

UNION DUES

7.1

During the term of this Agreement, the Corporation shall deduct, free of charge, from the pay of every employee covered by this Agreement the amount of the Union dues as set by the SCRC. Furthermore, the Corporation will abide by any change in the amount of the dues which may occur during the term of this Agreement.

7.2

However, the Union shall give the Corporation at least two (2) calendar months written notice of any change in the dues check-off.

7.3

The Union dues collected from salaries paid for one (1) month shall be remitted to the Union by the 20th of the next month. The Corporation shall attach a monthly computerized statement showing the names of all contributing employees and the amount of dues.

Article 8

ACCESS TO EMPLOYER'S PREMISES

8.1

The Corporation will, upon reasonable notification, permit access to its premises to the accredited representatives of the Union to enable them to observe whether the terms of this Agreement are being complied with.

8.2

The Corporation shall, upon request, provide the Union with meeting rooms when such premises are available.

8.3

At each location, the Corporation shall reserve bulletin boards for the Union in suitable spots, so that the Union can announce meetings, elections, negotiations, Union policies and positions, and information concerning the Union's business. The Union may also use other bulletin boards provided it obtains authorization from the local Human Resources officer or authorized representative.

Article 9

LEAVE FOR UNION ACTIVITIES

9.1

The Corporation shall grant leave of absence as follows:

without pay to Union officers and designated representatives to attend Union conventions and meetings and Union or professional seminars ;

without pay to an employee elected or appointed to any full-time Union office for the duration of his term of office up to a maximum of three (3) years. However, such leave shall be renewed upon receipt of a written request ;

without pay to representatives of the SCRC for Union business.

9.2

The number of employees absent in accordance with Article 9.1 depends on operating requirements. Barring mutually agreed exceptions, employees shall submit their applications for leave for union activities in writing at least ten (10) working days prior, to their immediate supervisor.

9.3

Meetings between the parties as provided for in this Agreement, usually take place during working hours without loss of pay or leave for the Union representatives.

The number of representatives released without loss of pay or leave to take part in grievance committee meetings shall not exceed three (3) at a time. It shall not exceed four (4) at time for bargaining sessions. Barring mutually agreed exceptions, such applications for leave shall be submitted in writing at least ten (10) working days prior, to the immediate supervisor.

9.3.1

When an employee is authorized to take leave without loss of pay for one of the reasons listed in Article 9.3, and such leave coincides with one or more of his weekly days off, this employee shall be given the choice of taking one or more additional days off or pay, in compensation.

9.4

The Corporation will maintain the salary of an employee who is granted leave without pay for a period of three (3) months or less. It will deduct from the Union dues provided for under Article 7.1 the amount of salary plus a percentage corresponding to the Corporation's contribution to the pension fund, health and unemployment insurance. The provisions relating to accumulation of annual leave shall continue to apply.

The Corporation shall send the Union, along with the cheque for the union dues it has collected as provided for in this Article, a statement of the leave concerned, with dates and names of recipients.

Article 10

JOINT COMMITTEE

10.1

At the request of one or the other of the parties, a joint committee meeting shall be called to examine issues of shared interest not covered by the provisions of the Collective Agreement or to examine problems arising from its application. Cross-skilling and multi-skilling are among the subjects that shall be discussed in such meetings, as well as leave with deferred pay. The Corporation shall inform the Union of its plans before the committee meets.

The committee shall examine all elements pertaining to experimental multi-skilling and continuing multi-skilling, to ensure the process is observed and examine any disputes entailed, in accordance with the provisions of Article 21.

10.2

The conclusions of the discussions of the joint committee do not commit the parties to amending the Collective Agreement without mutual consent.

10.3

The Committee is convened at the request of either party and it meets within thirty (30) days. The party convening the Committee indicates in writing what it wants to put on the Agenda.

10.4

Within ten (10) days preceding the meeting, the parties agree on a final agenda and mutually exchange their lists of representatives. There will be a maximum of five (5) representatives for each party, the Union representatives being released without loss of salary in accordance with the provisions of Article 9.3.

Article 11

GRIEVANCE PROCEDURE

11.1

For the purpose of this Agreement, a grievance is any complaint, misunderstanding or dispute:

relating to the application, interpretation or violation of this Agreement ;

relating to working conditions, whether or not such are clearly specified in the Collective Agreement.

11.2

The parties recognize that the Canada Labour Code, entitles them to file a grievance concerning application of the provisions of the Collective Agreement. The same rights and remedies are available to any employee or to any group of employees. All grievances may be subject to consideration and adjustment as provided in this chapter.

11.3

All grievances must be submitted in writing on the prescribed form which appears as an appendix to this Agreement within thirty (30) calendar days following the date of the incident giving rise to it or within thirty (30) calendar days following the date on which those concerned learned of the said incident. Grievances by the Union, the employee or any group of employees shall be submitted to the Human Resources Department; grievances by the Corporation shall be submitted to the Union. The parties concerned shall hold a meeting within fifteen (15) days of such a request. The requesting party shall submit an agenda with its request. The grievor, the Union grievance committee and any person designated by any of the Parties may attend such meetings. However, the Corporation shall not be obliged to release more than three (3) of its employees with pay.

11.4

A technical error in the submission of the grievance shall not be sufficient grounds for cancellation.

11.5

The meetings shall take place at the Corporation's offices in Montreal during regular working hours.

When a grievance occurs in a location other than Montreal, a first meeting with representatives of local Management shall take place at this location and the parties shall attempt to settle the grievance to their mutual satisfaction. Failing settlement of the grievances within fifteen (15) days following the request for the meeting, one or other of the parties may request that a meeting be held in accordance with Article 11.3. The parties agree, however, that any settlement at said location shall be submitted for ratification by the Grievance Committee.

The parties may agree to leave one or more grievances pending until the next meeting or either party may submit the grievance to arbitration.

11.6

Within thirty (30) days following signature of the Collective Agreement, the Union shall inform the Corporation in writing of the names of the persons to represent it for grievance purposes. Subsequently, the Union shall advise the Employer of any changes that may arise.

11.7

The Union shall be free to bring an outside advisor to meetings of the Grievance Committee.

11.8

Grievances relating to disciplinary measures shall have priority over other grievances and may be referred directly to arbitration without a Prior grievance meeting.

11.9

Should the two parties fail to reach a settlement during the grievance meeting and should the grievance not be left pending, either party may refer it to arbitration by a statement included in the minutes or by written notice filed with the other party within a period of fifteen (15) days following such meeting, failing which the grievance will be considered as having been withdrawn.

11.10

The parties shall name an arbitrator by common consent or shall appeal to the Department of Labour for an arbitrator to be appointed.

11.11

In joint or separate statements, the Corporation and the Union shall describe the facts of the grievance and the issue to be decided by the arbitrator.

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.

11.12

If one of the interested parties summoned by the Arbitrator fails to appear, the arbitrator may proceed to hear the case in the absence of that party.

11.13

Employees called as witnesses by either party shall be released by the Corporation without loss of pay or leave for the period required by the arbitration. In addition, two (2) persons employed by the Corporation responsible for the Union's case shall also be released without loss of pay for the duration of the hearing.

11.14

Arbitrators shall give reasons in writing for their decision, which shall be final and binding. Decisions shall be handed down within thirty (30) days of receipt of the grievance by the arbitrator.

11.15

The arbitrator shall not have the power to change, modify, extend or amend the provisions of the Agreement or to award costs or damages against either party, but he shall have the power to direct, if he thinks proper, that any employee has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated with pay, in whole or in part, and with any other benefit under this Agreement which may have been lost, or arbitrators may substitute for dismissal or any other disciplinary measure any other penalty in which he believes to be fair and reasonable under the circumstances. The arbitrator shall also be free to render decisions based not only on the letter but also on the spirit of the Agreements.

11.16

The Corporation and the Union shall equally share the expenses of the arbitrator. However, neither party shall be obliged to pay any part of the cost of a stenographic transcript without express consent.

Article 12

UNION RIGHTS

12.1

There shall be no discrimination or intimidation against members of the bargaining unit by reason of their membership in the SCRC or of their activities as delegates or officers of the Union or as members of the various committees set up under this Agreement or by reason of any activity resulting from membership in the Union.

12.2

The Union shall inform the Corporation in writing of the names of the members of the general executive and of its representatives.

12.3

In its meetings or negotiations with the Corporation, the Union shall at all times be entitled to seek help from its elected or permanent representatives.

Article 13

INFORMATION TO THE UNION

13.1

The Corporation shall send to the SCRC by mail a monthly list of employees giving the following particulars: name, function, Corporation seniority (date), Union seniority (date), annual salary and date of last salary increase.

13.2

The Corporation shall send the SCRC, every six (6) months, a list of the names, addresses and phone numbers of its employees represented by the Union, as they appear on the Corporation's rolls.

Article 14

NO – STRIKES OR LOCK-OUTS

14.1

During the term of this Agreement, the Union will not cause any strike or any other kind of interference or any other stoppage, total or partial, of the Corporation's operations. The Corporation, for its part, will not cause, engage or permit a lock-out at any of its locations.

14.2

Should another group of employees other than members of the bargaining unit go on strike, employees in the bargaining unit will not be required to perform, take part in or assist in the performance of any work under the jurisdiction of the employee group which is on strike.

Article 15

EMPLOYMENT STATUS

15.1

The employees covered by this Collective Agreement have one of three (3) types of employment status:

regular
contract
term

Article 16

PROBATIONARY PERIOD

16.1

A two (2)-year probationary period shall apply to any person newly hired on the basic establishment, as of the date of hiring. An employee may be confirmed in his job at any time before the end of the two (2)-year period. On agreement with the Union, however, this period may be extended by 12 months.

The Corporation shall inform the Union in writing, within ten (10) days of the hiring of any new employee on the basic establishment, with the name, function, salary and starting date.

16.2

During the probationary period, the Corporation may dismiss an employee without proving valid grounds. Such a dismissal is not subject to Articles 11 and 27.

16.3

An employee who is dismissed during the probationary period shall be advised as follows:

3 months to 1 year's service:	Two (2) weeks' basic salary in lieu of notice.
1 year to 18 months' service:	Three (3) weeks' basic salary in lieu of notice.
18 to 24 months' service:	Four (4) weeks' basic salary in lieu of notice.
24 to 30 months' service:	Five (5) weeks' basic salary in lieu of notice.
30 to 36 months' service:	Six (6) weeks' basic salary in lieu of notice.

Article 17

CONTRACT EMPLOYEES

17.01

Employees covered by this Article are hired in the following functions :

a) Host

The employee hired to direct, lead, present or relate the various parts of a program and interview participants. He may be expected to assume or to participate in the research and preparation of the program. In addition, he may, without

additional compensation, perform the duties of interviewer, narrator, meteorologist, commentator, reader, panelist and sports reporter.

b) Interviewer

The employee hired to explain current events, interview other people about their life, projects, knowledge and opinions, and assume the preparation of interviews. He may be expected to assume or participate in the research and preparation of a program. In addition, he may, without additional compensation, perform the duties of narrator, meteorologist, commentator, reader, panelist and sports reporter.

Commentator

The employee who provides comments and observations to interpret, assess and analyse a particular subject, whose preparation he assumes.

Narrator

The employee hired to read the scripts for a program or part of a program.

Meteorologist

The employee hired to prepare or present weather reports.

Researcher

The employee hired by the Corporation to contribute through his research to the preparation of the production of programs.

Such preparatory work may include but not be limited to the duties of a documentalist, preparation of files, contact with guests, gathering of information on events, situations or individuals, and the study, analysis and interpretation of this information. Attendance at production meetings, submission of ideas, preparation of research reports and other related duties are an integral part of the researcher's work. They may also be expected to use research they have done to write continuity and voice-overs.

Documentalist

The employee hired to read, index, select, clip, file and catalogue documents, compile data and perform other duties connected with the development of documents designed for the preparation of a program or a series of programs.

Sportswriter

The employee hired by the Corporation to write sportscasts and perform research and documentation duties. He may also write scripts and act as a researcher and documentalist for various sports programs.

Content analyst

The employee hired by the Corporation to analyse and evaluate program content data.

Senior content analyst

The employee hired by the Corporation to analyse and evaluate program content data, and to distribute, coordinate and check the work performed by content analysts.

Host-producer/RCI – Armed Forces Service

The employee hired chiefly to prepare, produce and present programs for the Armed Forces Service.

Host-producer/RCI – Foreign languages

The employee recruited abroad in accordance with Canadian immigration law, who is offered a term contract to prepare, produce and present Radio Canada International programs in languages other than English and French.

17.02

Notwithstanding the foregoing, this Article shall not apply to:

anyone who takes part in a program as a lecturer, commentator, demonstrator, panelist or public service information officer, and who acts thus because of his profession or status.

a political figure who participates in programs on government business;

a person who is the subject in the news and is questioned in this capacity;

a person whom the Corporation asks to take part in a panel or an interview as a guest;

a person not belonging to the bargaining unit who has recognized or special skills for performing functions covered by this Article.

17.03

Contracts shall be for a specific term and shall be negotiated to the mutual agreement of the Corporation and each employee.

Duration

17.04

a) Contracts shall be negotiated by assignment or for variable periods from thirteen (13) to fifty-two (52) weeks. The Corporation shall not use successive short-term contracts to avoid making annual contracts.

The Corporation may also make contracts for a period less than thirteen (13) weeks in cases of replacement, specific short-term assignments to a program, work overload or extension of a contract.

Contracts shall be negotiated for one (1) or more programs.

A single contract may cover hiring for both radio and television.

Provision of service

17.05

Employees shall be at the disposal of the Corporation in accordance with the conditions mentioned in their individual contract.

Compensation

17.06

Compensation may not be lower than the basic rate provided for in the Agreement. The employee may negotiate higher compensation or more beneficial working conditions than those provided for in the Agreement.

Effective date

17.07

A contract shall come into effect on the date of signing or the date agreed to by the Corporation and the employee. The Corporation shall send the Union a copy of the hiring contract.

17.07.1

a) Hiring contracts shall include the name of the employee, his personal address, the dates his hiring begins and ends, the program (or programs) for which he is hired and the compensation.

Hiring contracts shall include the details of the compensation negotiated under Article 17.06 and further conditions, if applicable.

TERMINATION

Mutual

17.08

For its term, the contract may be terminated on the mutual agreement of the Corporation and an employee.

Force majeure

17.09

For its term, the contract may be terminated because of force majeure. When the Corporation terminates a contract for this reason, it shall pay a compensation equal to:

two (2) weeks for a contract of thirteen (13) weeks or less;

four (4) weeks for a contract of over thirteen (13) weeks.

Termination by one of the parties

17.10

The Corporation or the employee may terminate a contract before its expiry by giving advance notice of:

two (2) weeks for a contract of thirteen (13) weeks or less;

four (4) weeks for a contract of more than thirteen (13) weeks;

or failing that, by paying an amount equal to the share of compensation accounted for by the said advance notice.

However, the Corporation may not terminate a contract before its expiry except for disciplinary reasons.

NON-RENEWAL

17.11

When the Corporation decides not to renew, on its expiry, the contract of an employee having completed less than three (3) years' continuous service, it is not obliged to provide reasons.

17.12

When the Corporation decides not to renew the contract of an employee who have completed three (3) years of continuous service, it shall provide them with the reasons for non-renewal. These reasons shall be :

the end of the program to which an employee is bound by contract;

changes in the objectives and the methods of producing the program to which an employee is bound by contract;

recruitment of someone from within the Corporation or outside who has better qualifications for the function or with greater potential for keeping up with market development or competition;

reduction of the number of employees for a function;

reduction of the budget for a program to which an employee is bound by contract;

any technological changes affecting the employee's function;

failure by the employee to fulfill all or part of his contract;

breach of the Corporation's by-laws and regulations or its policies;

occurrence of conflict of interest involving the employee;

the professional performance of the employee or his performance in relation to the objectives of a program or the functioning of production crews.

In grievances concerning the non-renewal of a contract, the burden of proof is on the Corporation.

17.13

When the Corporation decides not to renew the contract of an employee who has completed at least fifty-two (52) weeks' continuous service, it shall give them four (4) weeks' advance notice or, failing that, equivalent compensation. In addition, the Corporation shall pay a lump sum equal to one (1) week's work for each twenty-six (26) week period of continuous service, at the basic rate mentioned in this Collective Agreement.

17.14

When the contract of an employee is not renewed for one of the reasons provided for in clauses 1,2,3,4,5 or 6 of Article 17.12, the Corporation shall try to offer the employee another contract before seeking someone from outside, for a period of twelve (12) months following expiry of the unrenewed contract. The employee shall keep the continuous service already accumulated up to the end of the twelve (12) months. This exercise will take place by component, by location, and in information or general production.

CONTINUOUS SERVICE

17.15

Continuous service shall apply for purposes of accessibility to sick leave, annual leave, parental leave, sabbatical leave, and notices and allowances when contracts are not renewed.

In Information Services, the expression "continuous service" means the hiring for at least 39 consecutive weeks from one year to the next. The length of continuous service corresponds to the total consecutive paid weeks from one year to the next.

In other departments, the expression "continuous service" designates the hiring from one year to the next for a programming season of at least 39 weeks a year. The length of this continuous service corresponds, however, to the total duration of the various contracts.

17.16

Service shall continue to accumulate during paid leave. Such leave shall not extend the duration of the contract.

17.17

During any other leave authorized, service shall not continue to accumulate but shall only be interrupted. Leave shall not extend the duration of the contract.

17.18

Union seniority shall be calculated from the last date of beginning a job belonging to the bargaining unit.

17.19

The transition from term to contract status shall not entail a break in service as long as the employee does his work full-time.

17.20

When an SCRC contract employee changes bargaining units, he shall keep any continuous service already accumulated.

A contract employee who returns to the bargaining unit shall be deemed to be still on continuous service within the meaning of Article 17.15 if, during his absence, this person has been employed by the Corporation at least 39 weeks from one year to the next.

Welfare benefits

17.21

The employee shall receive an increase of 12,5% of his compensation up to a maximum of 8 000 \$ in lieu of the welfare benefits.

b) The employee shall participate in the Corporation's benefit plans in accordance with the terms and conditions laid down. Costs shall be borne by the employee.

c) When the employee participates in the Corporation's benefit plans, the Corporation makes appropriate salary deductions for the collective RRSP, the mandatory and optional insurance premiums, as required.

Posting

17.22

When the Corporation is seeking a candidate to occupy one of the functions listed Article 17.01 for a period of 13 weeks or more, it shall give prior notice to employees by means of posting. The notice shall be posted for seven (7) working days and shall include the location, the medium and the function.

17.23

The Corporation shall send the Union a copy of the notice provided for in Article 17.22 at the same time as it sends this notice for posting.

17.24

The following Articles of the Collective Agreement do not apply to contract employees:

Article 16	Probationary period
Article 18	Term employees
Article 19	Posting vacant positions
Article 20	Hiring and promotion
Article 26	Retirement
Article 30	Corporation seniority
Article 31	Termination of employment for economic reasons
Article 37	Schedule posting and changes
Article 38	Meals
Article 39	Night premium
Article 40	Call-back
Article 41	Turn-around period and encroachment
Article 42	Compressed work week

Article 43	Job-sharing
Article 56	Hospital and health insurance for regular full-time employees

Individual contracts

17.25

An individual contract is a one-time hiring contract for a program or program series, and only Articles 7 and 34 shall apply to it. It shall be used for persons hired to host quiz, variety, gala and comedy programs in areas other than information.

Article 18

TERM EMPLOYEES

18.1

The parties acknowledge and accept that people may be hired to meet temporary need, with a specific purpose, for a term, in accordance with the following provisions.

Term employees may be hired to replace an absent employee, for special events (election, referendum, cultural and sports events), in an emergency or to meet one-time needs. Their assignment shall not exceed 12 months without the written approval of the Union.

The limit mentioned above does not apply to term employees who are hired for less than one normal work week.

18.2

The employee shall be paid according to the number of hours of actual work, with a minimum credit of four (4) hours a shift.

18.3

Term employees hired for less than 13 weeks shall receive 4% of their pay in lieu of vacation and 12.5% of their salary in lieu of benefits.

18.3.1

Term employees hired for more than 13 weeks shall enjoy all the benefits of the Agreement with the exception of job security and bumping provisions.

18.3.2

Term employees shall have the public holidays listed in Article 47 provided they have been paid for at least 15 days in the 30 calendar days immediately preceding the public holiday. A term employee hired for less than 13 weeks shall be paid for a public holiday on which he works an amount equal to 1/20 of the salary earned in the 30 calendar days immediately preceding the public holiday.

18.4

A term employee moves up in the salary scales according to the number of days worked.

18.5

Term employees who have completed a probationary period of 300 days shall be entered on a list.

18.6

Half-way through the probationary period, the term employee shall have his performance assessed. At the employee's written request, he may receive the results of his appraisal in writing.

18.7

Twice a year, the Corporation shall evaluate its needs and send the Union the list of term employees by component, department, city, occupational group and function. The Corporation shall call back to work, according to its needs, the people whose names appear on the list in the department concerned, depending on the job to be performed. Once prepared, the lists shall be posted at the workplaces concerned.

18.8

Replacements of more than 13 weeks shall be posted and the persons to occupy them shall be selected, if they are equally qualified, according to the most days worked.

18.9

The provisions of this Chapter shall not serve as a pretext for not filling a vacant position or a newly created position.

Article 19

POSTING OF VACANT POSITIONS

19.1

When an existing or newly created position within the bargaining unit has to be filled, a notice of vacant position must be posted in all Corporation locations covered by the Collective Agreement for two (2) calendar weeks.

19.1.1

The notice of vacant position shall contain the following information: the component, location, job title, classification, work system, salary scale, qualifications required and the deadline for applying.

19.1.2

An employee wishing to have a vacant position shall apply in writing during the posting period.

19.1.3

An employee who is absent for a reason provided for in the Collective Agreement or on extended leave outside, for the whole posting period, may apply on his return if the appointment has not yet been announced.

If absent, all employees may apply by written proxy.

19.1.4

Any employee who applies for a new position or a vacant position shall receive an acknowledgement of his application in writing within ten (10) days of the closing date of the competition. A selection board is formed and the applicant be advised whether he will be interviewed by the board.

The Corporation shall give any applicant who requests them the selection criteria for evaluating applications for jobs within the unit. These criteria shall not be excessive, but shall be relevant and linked to the nature of the function.

The Corporation shall notify the Union of any changes made to these criteria.

19.2

A position occupied by a regular full-time employee that is reclassified is not considered to be a vacant position under the terms of this Collective Agreement and is therefore not covered by the posting provisions.

19.3

A copy of each notice posted shall be sent to the national office of the Union.

Article 20

HIRING AND PROMOTION

20.1

When the Corporation fills a vacant position or a new position, it shall hire the person who best meets the qualifications set in the notice of position to be filled. If it must choose between two (2) equally qualified candidates, it shall give preference to the candidate having the most unit seniority.

20.1.1

Corporation employees who are promoted may be subject to a probationary period of up to six (6) months, which may be extended by another six (6) months on written notice. The probationary period shall be reduced by the number of working days during which the employee has been temporarily assigned or promoted to the job in the 12 months immediately preceding the promotion.

20.1.2

During the probationary period, the Corporation may return the employee to his former category and former salary. Furthermore, the Corporation acknowledges the right of the candidate selected to return to his former function of his own free will, during the probationary period.

20.2

A job released through the application of Articles 20.1.1 and 20.1.2 shall be reposted in accordance with the provisions of Article 19.

20.3

The Corporation shall provide the Union, in writing, within ten (10) days, of the name of the candidate appointed to any job posted under Article 19, along with a list of employees in the bargaining unit who applied.

The employee may examine his file in the presence of his immediate supervisor and, if he so wishes, of a Union representative, following an application for promotion or transfer.

Assignments and temporary upgradings

20.4

An employee who is assigned within the bargaining unit to a position whose functions are paid at a similar or lower regular salary level shall continue to receive his regular salary for the duration of the assignment.

An employee who is assigned temporarily to perform the main functions of a better paid classification within the bargaining unit for more than one (1) day but no more than four (4) consecutive work weeks shall receive a set amount of \$15.50 per shift for the duration of the assignment.

20.5

An employee who is assigned to perform the main functions of a better paid classification within the bargaining unit for more than four (4) weeks, when the functions command a higher salary, shall be paid throughout the assignment at the step in the higher classification that is closest to his present salary and constitutes an increase.

20.6

An employee cannot be assigned or upgraded temporarily for more than 24 months unless he is replacing an employee on extended leave provided for under this Agreement, for the duration of such leave. The 24 months may, however, be extended on agreement between the Corporation and the Union.

20.7

A contract employee shall keep his status when he is assigned temporarily to a function considered or recognized as regular within the bargaining unit.

20.8

An employee who is temporarily assigned to perform the functions of a position within another bargaining unit shall not be paid a salary lower than his current salary. If the temporary assignment constitutes a promotion, he shall be paid at the next higher step closest to his current salary.

The provisions of the Collective Agreement to which the position is subject shall apply to the incumbent of the temporary assignment.

When the temporary assignment or upgrading ends, the employee shall return to his former position in the bargaining unit without losing any of his seniority rights or benefits provided for under the Agreement and which he would have enjoyed had he remained in the bargaining unit.

During his temporary assignment or upgrading, the employee shall enjoy the same provisions respecting job security that he would have enjoyed within the bargaining unit.

20.9

An employee may be temporarily assigned or upgraded to a management position for more than four (4) weeks but less than one (1) year. It is agreed that none of the provisions in the Collective Agreement shall apply. If the employee returns to the bargaining unit, he shall be credited with his full seniority in the same position he occupied before the temporary assignment and be paid the same salary and any increases that may have been granted meanwhile. An employee who accepts the temporary assignment or upgrading described above shall maintain throughout the assignment the same benefits as he would have enjoyed in his basic position.

20.10

An employee is entitled to refuse a temporary assignment or upgrading without this in any way harming him in his position. If the Corporation does not find another candidate, however, it may go ahead with the assignment if justified by departmental needs.

Article 21

CROSS-UNIT ASSIGNMENTS AND MULTI-SKILLING

21.1

It is acknowledged that every employee hired full-time occupies a job whose main function is represented by one of the groups. Notwithstanding an employee's main function, assignment or mobility within the group or from one group to another is possible. Such multi-skilling may be experimental, continuing, occasional or emergency.

Experimental multi-skilling

21.2

The Corporation shall ask for volunteers for multi-skilling assignments by means of posting in the city where the experiment is being conducted. Further to such posting, the Corporation shall form a selection board to interview the candidates chosen. Failing volunteers, the Corporation reserves the right to designate employees for trials.

Experimental multi-skilling should not last for less than one (1) month or more than six (6) months.

By mutual agreement, the experiment may be extended for another six (6) months.

A final evaluation of the situation shall be made on completion of the trial period and be discussed by the joint committee.

21.3

If the Corporation, during or on completion of the trial period, is not satisfied with the employee occupying an experimental multi-skilling job, the employee shall return to his former function. Likewise, the Corporation acknowledges the selected candidate's right to return to his former function after three (3) months, further to agreement between the employee and his immediate supervisor, or on completion of the trial period.

An experiment which ends in failure shall not be held against an employee in his performance appraisal or for disciplinary reasons.

When an employee performs duties other than, and in addition to, his main functions within his own group or another group, if these duties are paid at a higher level, he shall be paid at the higher level for the duration of the trial. If the duties concerned are paid at a lower level, the employee's salary shall be maintained.

21.4

The Corporation undertakes to provide employees with appropriate training so that they can perform the duty assigned to them.

Continuing multi-skilling

21.5

If the experiment has conclusive results, experimental multi-skilling shall become continuing multi-skilling.

21.6

The parties shall meet as provided for in Article 10 to discuss the functions concerned with a view to agreeing on the level of pay.

21.7

A job is multi-skilled, regardless of the number of times a week an employee performs the duties of a function other than his main function.

Occasional or emergency multi-skilling

21.8

An employee may occasionally be designated to perform the duties of another employee within the same group.

21.9

In an emergency, for example, to replace someone who is on leave or to cope with unexpected circumstances, an employee may be assigned to the functions of another job or another group if there is no one available in the group. It is understood that such a replacement may not exceed three (3) working days.

21.10

The Corporation shall not create multi-skilling jobs to carry out lay-offs.

Article 22

SPECIAL ASSIGNMENTS

22.1 FOREIGN CORRESPONDENTS

22.1.1 GENERAL PROVISIONS

22.1.1.1

- a) Before increasing or reducing its staff of foreign correspondents from Canada or to redistribute such assignments, the Corporation shall discuss the changes being considered with the Union. Any assignments available abroad shall be posted for seven (7) calendar days.
- b) When the Corporation plans to transfer a foreign correspondent, it shall inform the Union of its intentions, in writing, after discussing the transfer with the correspondent concerned. Such notice shall be given at least three (3) months before the effective date of change.
- c) The Corporation, when it assigns a new foreign correspondent from Canada, shall advise the Union of its decision at least two (2) weeks before the effective date of the assignment.
- d) The Corporation shall send each foreign correspondent notices of management positions to be filled above Group III and any higher positions in the on-air group.
- e) Before assigning a national service journalist temporarily to an area normally covered by the foreign correspondent, the Corporation shall discuss it with the latter, unless he is not available. The Corporation acknowledges that the temporary assignment of national service journalists should not harm the professional interests of foreign correspondents assigned to the area, particularly with regard to contacts and relationships established by the latter. As far as possible, the national service journalist shall work in cooperation with the foreign correspondent in the area.

f) All foreign correspondents shall be called back to Canada once a year, subject to programming needs. Foreign correspondents working on an urgent or important assignment may not be called back.

The Corporation shall plan, on the annual meeting agenda, one (1) day for a general meeting of foreign correspondents, including a session with Union representatives.

22.1.2 Temporary hiring

A temporary foreign correspondent hired for more than one (1) month shall enjoy the same rights and privileges as a regular foreign correspondent in accordance with the pro rata calculation indicated. The Corporation shall inform the Union of such temporary hirings.

22.1.3 Contract correspondents

a) The Corporation reserves the right to hire foreign correspondents on contract. In such cases, the rates paid shall not be less than those appearing in the salary section of this Agreement.

b) If the Corporation wishes to terminate the job contract of a foreign correspondent, it shall give 90 days' prior notice, even if this means going beyond the expiry date of the contract.

22.1.4 Freelance

The Corporation reserves the right to use freelances to ensure coverage of events abroad, and it undertakes to do its best to give preference to Canadians.

22.2 ASSIGNMENTS

22.2.1

a) When a foreign correspondent who has been hired and sent from Canada is assigned or transferred to another city or country, the Corporation shall specify the duration of his assignment.

b) The Corporation and the foreign correspondent may, by mutual agreement, amend or renew any assignment on its expiry.

c) The Corporation shall give the foreign correspondent four (4) months' prior notice of its intention to offer him a renewal of his assignment or to call him back to Canada on expiry of the assignment. The foreign correspondent shall give the same notice of his intentions.

d) Notwithstanding clauses a), b) and c) above, the Corporation is entitled to cancel a foreign correspondent's assignment for the following reasons:

- (1) unsatisfactory performance;
- (2) changes in news priorities;
- (3) closing of foreign bureau.

22.2.2 Repatriation

a) A foreign correspondent who has continuous service shall be offered, on his repatriation, a salary which is not less (plus a contract if he had one) than the salary he would have been paid if he had remained in his former position within the bargaining unit.

b) The position offered at the time of repatriation shall not be subject to the provisions of the Collective Agreement respecting posting.

c) When an assignment ends and the foreign correspondent is returned to Canada, the Corporation shall apply, as necessary, the provisions of Article 31 to settle the cases of redundant employees.

d) The Corporation shall make every effort to comply with the foreign correspondent's preferences concerning the location where he will work in Canada and the position he will occupy.

22.3 SALARIES AND PREMIUMS

22.3.1 Salaries

a) The salary scale figuring in Article 34 for On-Air Staff, Group 5, Level I, shall apply.

b) A minimum contract of 30% shall be granted to every foreign correspondent. At the end of one year, the minimum contract shall be 35%. All foreign correspondents are self-assigning and, for the lack of a definition of the work day or work week, the basic salary scale, to which is added a minimum contract for each correspondent, is designed to compensate him for all the professional services and operational requirements of the job. This contract may be negotiated at a higher rate than the minimum and shall reflect the workload and other conditions. Negotiation shall take place annually or twice a year and shall occur individually between the foreign correspondent and the Corporation. It is agreed that these additions shall take effect on April 1 each year or on the foreign correspondent's assignment date.

c) Payment method

Depending on his choice and whether it is legally possible to do so, a foreign correspondent shall be paid in local currency or in Canadian dollars. In the latter case, his salary shall be paid into his bank account in Canada, in proportions corresponding to his instructions.

d) There shall be no payroll deductions or premiums without prior notice.

22.3.2 Premiums

a) Foreign service

Foreign correspondents assigned from Canada shall be paid the same premium as Corporation staff posted outside Canada, in accordance with CBC by-laws.

b) Risk premium

A foreign correspondent, while assigned to a zone where there is a risk of war, shall receive an additional premium of \$42 a day.

c) Right of refusal

The Corporation shall accept a foreign correspondent's refusal to be assigned to a war zone, or a riot or insurrection area. Such refusal without valid grounds, however, may result in a review, following examination, of his assignment as a foreign correspondent, particularly if the zone concerned is part of the area he usually covers.

22.3.3 Travel

a) The Corporation shall keep a record for each correspondent and his personal travel account. Any request for refunds concerning travel expenses shall be submitted by the department manager. A foreign correspondent shall have access to his travel record, if the request is made in writing, in order to justify a refund.

b) Management or its authorized representative may authorize a correspondent to take a first-class flight when he must go to work on his arrival, for a particularly difficult assignment or when a flight lasts more than ten (10) hours.

c) The Corporation shall defray the foreign correspondent's and his family's travel expenses for returning to Canada on annual leave if the correspondent has been abroad for two (2) years.

d) Transfer and relocation expenses - Foreign assignments

The cost of repatriating (if necessary) a foreign correspondent and his family is assumed by the Corporation, subject to the conditions established in the CBC Human Resources Policies.

22.3.4 Incidental expenses

Current expenditures shall be maintained at their present level, but it is understood that the Corporation may revise its priorities and inform a foreign correspondent of the expenses that will be allowed in future. Furthermore, it is agreed that, as in the past, any request for an additional premium shall be considered on its merits.

22.4 BENEFITS

22.4.1 Pension plan

Calculation of pension plan contributions shall be based on the rate the Corporation applies to the basic salary.

22.4.2 Insurance

a) The foreign correspondent's group life insurance shall be consistent with the level of coverage selected at the time of the application submitted for the new insurance plan, which came into effect on April 1, 1977, and the authorized group life insurance which is related to salary, plus the contract, and it shall be valid in case of death, regardless of the cause or the circumstances. After repatriation to Canada, the group life insurance shall apply only in relation to the basic salary.

b) The Corporation shall take, for each employee who travels in the performance of his functions, free of charge to him, an insurance for accidental death and dismemberment worth \$25,000. An employee assigned to a war risk zone shall automatically have additional coverage of \$275,000, and this represents a total of \$300,000 in insurance.

c) Under the terms of the optional 24-hour insurance for accidental death and dismemberment, the foreign correspondent may, on April 1 each year, take up to \$500,000 as the face amount. Under this plan, if he is killed accidentally while in a war risk zone, his beneficiary shall receive 50% of the face amount.

22.4.3 Hospital and health charges

The Corporation shall defray any reasonable health and hospital charges incurred by the foreign correspondent and his family that exceed what is provided for by foreign plans. It shall pay 100% of the health and hospital insurance premiums of employees assigned abroad. The Corporation may grant an advance when a health bill exceeds \$200.

22.5 LEAVE

22.5.1 Annual leave

Regular foreign correspondents shall be entitled to four (4) weeks' annual leave. A foreign correspondent who has 20 years' service with the CBC shall be entitled to five (5) weeks' annual leave; and after 27 years' service, he shall have six (6) weeks' annual leave. Depending on departmental requirements, such leave may be taken all at once. Annual leave may not be carried over from one year to the next without management authorization. Credits for annual leave that is unused or cannot be carried over shall be paid in cash each year.

22.5.2 Quarterly leave

After consultation, the foreign correspondent shall be granted one (1) week's uninterrupted leave every quarter, except the quarter when he takes his annual leave. It is up to him to plan his schedule and coverage so as to be free. Such leave cannot be carried over or paid in money. If the correspondent does not take it in the appropriate quarter, he loses it. Furthermore, depending on service requirements, an additional minimum leave of two (2) consecutive days per calendar month is guaranteed to the correspondent.

22.5.3 Reports

Every foreign correspondent shall submit a quarterly report by the 15th of the month following the period covered by the report. In this report, he indicates the leave he has taken—annual leave, quarterly leave provided for in clause 22.5.2 above, special leave, sick leave—and any other kind of leave.

22.6 GRIEVANCE PROCEDURE

22.6.1

The grievance settlement and arbitration procedure provided for in this Collective Agreement shall apply to employees assigned as foreign correspondents, with the following amendments:

a) Filing an individual grievance

If a foreign correspondent or a group of foreign correspondents who have been hired and sent from Canada have a complaint to file, they are entitled to do so and shall discuss it with their supervisor before filing a grievance. The supervisor and the employee(s) shall make a sincere effort to resolve the complaint before a grievance is filed. Once the complaint has been made, the parties shall agree on a reasonable length of time for finalizing it; barring a contrary agreement, this time shall not exceed five (5) calendar days.

If the issue is not settled at the complaint stage above, within 20 days of the incident or the employee's having become aware of it, or within 20 days of the issue not being settled at the complaint stage, a grievance shall be filed in writing on the prescribed form figuring in Appendix J. Such a grievance shall be filed directly at the national level.

b) Grievance hearing and arbitration

All meetings called for grievance hearing and arbitration shall take place in Canada.

22.6.2

The parties shall use all the means at their disposal to avoid having to have the foreign correspondent concerned go to Montreal and shall suspend the deadlines laid down so that procedures can take place when the correspondent is in Montreal. The Corporation is nevertheless not bound to defray the expenses of a foreign correspondent who wishes to attend a meeting of the national grievance committee or an arbitration hearing.

22.6.3

The following articles shall not apply to foreign correspondents:

- Article 15 - Employment status*
- Article 19 - Posting of vacant positions*
- Article 20 - Hiring and promotion
- Article 23 - Transfers between cities
- Article 31 - Termination of employment for economic reasons (only on repatriation)
- Article 32 - Technological change
- Article 36 - Work week, days off and overtime
- Article 37 - Schedule posting and changes
- Article 38 - Meals
- Article 39 - Night premium
- Article 40 - Call-back
- Article 41 - Turn-around period and encroachment
- Article 44 - Travel *
- Article 47 - Public holidays
- Article 48 - Annual leave *
- Article 50 - Leave for jury duty
- Article 56 - Hospital and health insurance for regular full-time employees *

* Indicates that separate provisions apply to them.

Article 23

TRANSFER BETWEEN CITIES

23.1

The Corporation agrees not to transfer an employee without his consent from one city to another within Quebec or Moncton.

An appointment or transfer to a position in the CBC office on Parliament Hill in Quebec City shall generally be for three (3) years ; the duration may be extended by mutual consent.

At the end of the period concerned, the employee shall be transferred according to the CBC's needs and the employee's wishes. Failing agreement as to the place of transfer, the employee shall be transferred to the newsroom to which he reports. If the employee must be transferred, the CBC shall give him four (4) months' advance notice.

Article 24

PERFORMANCE APPRAISALS

24.1

Performance appraisal shall be introduced to all departments in which members of the unit are working. It is designed to let employees know what the employer's expectations are of them, the standards to be met, the objectives to be reached so that employees can fulfil their potential and give the performance expected of them in their job. Performance appraisal is also an opportunity to identify training needs. The performance appraisal objectives shall be established with the employee. Occurring once a year, this process provides the employee with an opportunity to comment regularly on his performance and to talk about how he perceives the work. The conclusions of this appraisal shall be given in writing to the employee within 30 days of the interview. The parties agree that this performance appraisal system shall not be a substitute for the disciplinary process.

Article 25

SEVERANCE PAY

25.1

If a job is terminated owing to the illness, retirement or death of an employee, he (or his assigns) shall receive a lump sum payment equal to:

- Three (3) calendar months' salary after ten (10) years' continuous service and, for each year of continuous service, an additional one-fifth (1/5) of his monthly salary, up to a maximum of six (6) months.

25.1.1

An employee belonging to the bargaining unit who has less than three (3) years' service but less than ten (10) years and who leaves his job owing to serious or extended illness or who retires shall receive severance pay equal to one (1) week's salary for each nine (9) months' service, up to a maximum of 13 weeks' salary, provided he is not entitled to the severance pay provided for in Article 25.1.

25.1.2

An employee who takes an early retirement or who leaves his job on account of illness may choose to receive a retirement allowance equal to the severance pay provided for in Article 25.1. This allowance shall be paid in the same way as regular salary and is subject to deductions for benefits provided by the Corporation, as applicable. The period during which the retirement allowance is paid is called retirement leave and counts as service for the needs of the CBC pension plan. Retirement leave cannot be extended beyond the normal retirement age, as defined in the CBC pension plan. Any balance remaining at that time shall be paid in a lump sum.

25.2

No severance pay shall be given to an employee who resigns, who is dismissed for cause or who is laid off. (A laid-off employee shall receive the lay-off pay provided for in Article 31.)

25.3

To calculate severance pay, a lay-off (if lay-off pay has been given to the employee) constitutes a break in service even if the employee is rehired within 24 months of his lay-off.

Article 26

RETIREMENT

26.1

Retirement is based on age and occurs in all job categories on the last working day of the month in which an employee reaches the age of 65.

An employee may keep his job beyond the age of 65, subject to the Corporation's regulations respecting retirement dated September 1, 1961, and any amendments made to them.

Moreover, it is agreed that any condition linked to retirement shall be governed by the provisions of the law and any Corporation policy consistent with this Agreement.

Article 27

DISCIPLINARY MEASURES

27.1

For the purpose of this article, a disciplinary measure is a written reprimand, a suspension or a dismissal.

27.2

In the event that an expression of dissatisfaction concerning an employee's work or conduct which may be detrimental to the employee's advancement or standing with the Corporation is not made in accordance with the following procedure, it may not become part of the employee's record for use against him at any time or give rise to a disciplinary measure.

27.3

The Corporation shall advise the employee in writing of the pertinent details of an expression of dissatisfaction and of the holding of an investigation; this notice shall be given not later than fifteen (15) working days after the facts are learned. The Union shall also be informed of the holding of such investigation.

27.4

Within fifteen (15) working days following receipt of the advice provided for in Article 27.3, the investigation shall be conducted and the employee shall be summoned to an interview during which the pertinent details will be established and discussed. This interview will be held between the fifth and fifteenth day of the period provided for in this Article, unless it is held earlier by mutual agreement.

27.5

The Corporation's decision shall be communicated to the employee within fifteen (15) working days following the interview provided for in Article 27.4.

27.6

When an expression of dissatisfaction is shown to be unjustified, all references to such expression shall be removed from the employee's status and pay file and destroyed.

27.7

At any time during the procedure laid down above, and not later than fifteen (15) working days after communication of the Corporation's decision, the employee may place his version of the incident on his status and pay file.

27.8

The employee summoned to the interview provided for in Article 27.4 shall be informed of the fact that he may be accompanied, if he so desires, by a Union representative. He may consult his status and pay file in the presence of a Corporation representative and, if he so desires, in the presence of a Union representative. It is understood that the non-availability of a Union representative must not unduly delay more than five (5) working days the date of summons provided for in Article 27.4.

27.9

A disciplinary measure may be imposed only for just and sufficient cause. In arbitration, the burden of proof shall rest with the Corporation, and grievances dealing with disciplinary measures shall have priority over other kinds of grievances. The arbitrator may not uphold a disciplinary measure if there is reasonable doubt.

27.10

The Corporation shall give the Union written notice of any suspension or dismissal.

27.11

The performance of an employee who has been subjected to a disciplinary measure will be reviewed three (3) months after the sending of the reprimand or six (6) months after the sending of the letter informing him of a suspension. If this review shows that the employee has taken the necessary measures to improve his performance since the incident, the Corporation shall inform the employee in writing in that connection, with a copy provided for his status and pay file.

27.12

All reference to disciplinary measures shall be removed from the employee's status and pay file two (2) years after it is sent.

Article 28

DISCRIMINATION

28.1

The parties undertake to refrain from all discrimination on grounds of race, nationality, colour, sexual preferences, sex, (including pregnancy), age, family status, religious or political belief, physical or mental handicaps, and marital status.

Article 29

OUTSIDE ACTIVITIES

29.1

Employees may undertake outside work outside working hours provided that:

- a) Such activities do not enter into direct competition with CBC broadcasting services. This provision does not apply to term employees and persons hired to host programs, as described in Article 17.25.
- b) The employee does not, without prior authorization, make use of his connection with the Corporation in his outside activities.
- c) Such activities are consistent with the Journalistic Policy, as it applies to the employee.
- d) Announcers, announcer-producers and farm program commentators do not undertake private work without prior authorization.

Article 30

CORPORATION SENIORITY

30.1

Corporation seniority means the duration of continuous service with the CBC. It shall be calculated from the date of hiring in a full-time job or from the beginning of the latest period of uninterrupted continuous service. "Continuous service" means any uninterrupted service since the latest date of hiring and shall include all regular leave, public holidays, annual leave and leave authorized by the Corporation.

Seniority criteria shall apply to lay-offs and re-engagement, and to the choice of annual leave.

30.2

Unit seniority shall be calculated from the latest date of assuming a function included in the bargaining unit; it shall apply in accordance with the provisions of Article 20.

30.3

Corporation seniority and unit seniority shall continue to accumulate during the following types of leave:

- a) annual leave;
- b) public holidays;
- c) special leave;
- d) leave owing to sickness or accident;
- e) leave with pay or partial pay;
- f) leave without pay for up to six (6) months;
- g) suspensions;
- h) temporary assignments to a job outside the bargaining unit for up to 24 months;
- i) imprisonment for professional reasons as long as the employee has cooperated with the Corporation in his defense and the evidence has not revealed any fact inconsistent with the conditions stated in Article 46.10;
- j) parental leave;
- k) union leave for up to three (3) years;
- l) lay-offs up to 12 months.

30.4

Corporation seniority and unit seniority shall be maintained during leave without pay for up to three (3) years and union leave without pay of more than three (3) years.

30.5

An employee who is appointed to a function not included in the bargaining unit and who, within six (6) months of his appointment, returns to his former job or another job in the bargaining unit, shall retain the unit seniority he had at the time of his appointment, plus any seniority acquired outside the bargaining unit. Beyond that period, he shall lose his unit seniority.

Article 31

TERMINATION OF EMPLOYMENT FOR ECONOMIC REASONS

31.1

If some jobs must be terminated for economic reasons, the Corporation shall identify redundant positions by component, city, professional group and function.

31.2

The Corporation, when it considers terminating jobs for economic jobs, shall notify the Union at least 12 weeks before beginning to apply such measures. The Corporation shall also give four (4) weeks' written notice to the employee concerned.

When the Corporation notifies the Union of its intention to terminate jobs for economic reasons, the parties shall meet as a joint committee in order to discuss ways of attenuating the effects of the measures planned on employees belonging to the bargaining unit. Among the means used shall be attrition, dismissal of employees on probation in functions identified in Article 31.1, search for vacant positions, term work and part-time work.

31.3 Bumping

An employee whose position has been declared redundant shall exercise his bumping rights within his component, the city where the management to whom he reports is located, his professional group and by seniority, provided he has the professional skills required to perform the functions of the employee having less seniority. If the employee does not manage to bump in the city where the management to whom he reports is located, he may then bump outside his component in other cities. Relocation expenses, which may not exceed \$10,000, shall be assumed by the Corporation.

In Moncton, the six (6) radio-television reporters belonging to the French television component shall exercise their bumping rights first within the French television component and then within the French radio component.

An employee who occupies a hybrid job or a multi-skilled job, whose function is declared redundant shall exercise his bumping rights within his original function.

An employee who refuses to bump another employee shall be laid off immediately.

31.4 Term employees

When employment is terminated for economic reasons, in each component, city, professional group and function, term employees' jobs shall be terminated before those of permanent employees.

31.5 Salary

Barring an express indication to the contrary in this Agreement and subject to the provisions mentioned in Article 35, salaries shall not be reduced.

31.6 Lay-off pay

An employee who is laid off and who has completed his probationary period shall receive lay-off pay in the form of a lump sum equal to one (1) week's pay for each six (6)-month period of continuous service or major part thereof for the Corporation.

When an employee who has received severance pay is re-engaged within the number of weeks used to calculate the pay, the portion of pay corresponding to the number of weeks not yet lapsed shall be deducted from his pay, in amounts set by mutual agreement by the two parties.

31.7

When he is laid off a second time, or subsequent times, the employee shall receive lay-off pay equal to one (1) week's salary for each six (6) months of continuous service or a major part thereof for the Corporation, the calculation being made from the last lay-off period.

31.8

For calculating severance pay, a lay-off (if lay-off pay has been given to the employee) shall constitute a break in service even if the employee has been rehired within 24 months of his lay-off.

31.9 Re-engagement rights

- a) The names of laid-off employees shall be added to a re-engagement list for 24 months as of the lay-off date.
- b) When a position becomes vacant within the employee's component, the Corporation shall notify the employee or employees whose names appear on the list by telephone or registered mail at their last known telephone number or address. The employee or employees concerned shall have ten (10) working days to answer the Corporation and let it know what their interest is in the position.
- c) The vacant position shall be granted to the component employee having the most seniority who has declared his interest, who has occupied a position at a similar or higher level and who has demonstrated he has the professional skills required to perform the functions of the position.
- d) If there are no candidates on the component's recall list, the employees laid off who have occupied the same function in other components shall be called to an interview. From among equally skilled candidates, the one with the most seniority shall get the position.
- e) A person who applies for a job under the above provisions and who gets it shall report for work in accordance with the instructions he is given, though no later than 30 days after the acceptance date, unless otherwise agreed in writing with the employer. If he does not do so, his name shall be withdrawn from the re-engagement list and he shall be deemed to have resigned immediately from the Corporation.
- f) If none of the employees whose names appear on the re-engagement lists meets the requirements of the position, the position may be posted and filled normally.
- g) If an offer of re-engagement requires the employee's relocation, the Corporation shall assume transfer and relocation expenses in accordance with its policy.

It is agreed that these expenses may not exceed \$10,000.

- h) An employee who is laid off shall inform the Corporation of his interest in occupying a term or part-time job. When such a job, in the same function, becomes available, the Corporation shall offer it to him. Such an assignment shall not be regarded as re-engagement. The acceptance or rejection of such work shall not have any effect on the re-engagement period.

31.10

The parties acknowledge that employees who previously benefited from "protected status" in accordance with the SCFP collective agreement and who were included in this bargaining unit further to the decision by the Canada Labour Relations Board shall be granted the following rights for the duration of this Collective Agreement.

If the "protected" employee has his position declared redundant, he shall be entitled to bump an employee having less seniority in accordance with Articles 31.3 and 31.5, provided he has the professional skills required to perform this employee's duties.

A protected employee who may be laid off shall be subject to a probationary period and specific training determined by the parties, of a maximum of nine (9) months, in order to enable the employee to acquire the knowledge necessary to perform the duties of a position identified by the joint committee.

If there is no one to bump or if the Corporation does not find a job for the "protected" employee, the latter shall be laid off and receive four (4) weeks' salary for every year of continuous service. The person shall enjoy the re-engagement rights provided for in Article 31.9.

If the "protected" employee refuses to bump someone or rejects a vacant position, he shall be laid off and the Corporation shall grant him four (4) weeks' salary for each year of continuous service. Since the employee rejected a job, the re-engagement rights described in Article 31.9 shall not be granted.

31.11

Posting requirements shall not apply to the provisions of this Article.

Article 32

TECHNOLOGICAL CHANGE

32.1

“Technological change” occurs when the Corporation introduces equipment or material which is different from that used in the past and whose introduction brings about a change because of the way it works or is operated.

32.2

When the Corporation proposes to make a technological change that will likely affect the job conditions of a significant number of employees covered by this Collective Agreement, it shall advise the Union at least 120 days prior to the introduction of the equipment or material which is different from that used in the past.

The notice mentioned above shall specify the following:

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

32.3

The following measures are designed to help employees who are affected by technological change.

After the notice provided for in Article 32.2 has been given, the parties shall meet to discuss the technological change with a view to minimizing or avoiding any negative effects and to discuss the options available for helping the employees affected by the change to adapt to any negative effects associated with it.

32.4

The employees affected shall first have the option of being reassigned to another vacant job, depending on their corporation seniority. No employee, however, shall be reassigned to a vacant job unless he can demonstrate that he has the professional skills required for the job, it being understood that reasonable assistance will be provided. Reassignment shall take place in the following order:

- i. reassignment to a vacant job within the bargaining unit in his location;
- ii. reassignment to a vacant job within another bargaining unit in this location;
- iii. reassignment to a vacant job within the bargaining unit;
- iv. reassignment to a vacant job within another bargaining unit.

32.5

If it is impossible to reassign the employee to a vacant job, another employee may be bumped according to corporation seniority. No employee, however, shall be bumped by another employee with more corporate seniority unless the latter can demonstrate that he has the professional skills required to exercise the functions of this employee and a development potential equal to that of this employee, subject to the provision of reasonable assistance. Bumping shall take place in accordance with the process described in Article 31.3.

An employee who refuses to bump another employee or who refuses to be placed in a vacant job at the same level or a lower level shall be laid off immediately and granted the re-engagement rights provided for in Article 31.9.

32.6

If an employee who does not enjoy the protection provided for in Article 31.9 cannot be reassigned to a vacant position or cannot bump another employee, as provided for above, he may then choose one of the following two options:

He shall be laid off and receive at least four (4) weeks' notice of technological change or four (4) weeks' pay in lieu of notice and severance pay equal to one (1) week's salary for each six (6) months' continuous service or major part thereof with the Corporation.

The employee shall be entitled to recall for 12 months following the date of his lay-off. If, during the 12-month period, the employee waives his recall rights, he shall immediately receive a training allowance equal to one (1) week's salary for each year of service completed or major part thereof.

In any case, the employee may receive the training allowance at the end of the 12-month recall period.

ii. He shall resign from the Corporation and receive at least four (4) weeks' notice informing him that his job has been declared redundant or four (4) weeks' pay in lieu of notice, plus severance pay equal to one (1) week's salary for every six (6) months' continuous service or major part thereof with the Corporation.

Furthermore, the employee shall immediately receive a training allowance equal to one (1) week's salary per year of service completed or major part thereof.

32.7

The employee benefiting from the protection provided for in Article 31.9 who refuses to be reassigned to a vacant job or to bump another employee, as mentioned in Article 31.7, shall be laid off in accordance with Article 31.

Such an employee shall not be entitled to a training allowance of one (1) week per year of service.

32.8

An employee who agrees to be retrained, reassigned or reinstated may have to undergo a probationary period that may last up to 12 months.

32.8.1

An employee who fails his probationary period shall be declared redundant and shall be treated in accordance with Article 31.

32.9

If the "protected" employee refuses to bump someone or rejects a vacant job, he shall be laid off and the Corporation shall pay him four (4) weeks' salary for each year of continuous service. Since the employee refused a job, the re-engagement rights described in Article 31.9 shall not be granted.

32.10

The parties agree to accelerate any joint committee action at the local or national level in order to examine the question of technological change. Decisions concerning the reassignment, bumping or lay-off of employees affected by technological change shall be taken at the end of the six (6)-month period following the notice of technological change sent to the Union. The parties may extend the process by mutual agreement.

Article 33

JOB GROUPS

33.1

The Union accepts the descriptions of Jobs occupied by employees on the date the Collective Agreement is signed.

The Corporation agrees to send the Union the description of any job which is declared by common consent or decision to be within the bargaining unit, as well as any job whose duties are considerably altered and to indicate the salary level assigned by the Corporation to this new or altered job. The Corporation shall also advise the Union of effective date of a new or altered job description, and provide the Union with a list of the employees affected.

Within four (4) weeks of receiving such notice, the Union shall advise the Corporation:

- if it challenges the accuracy of the new or altered job description, and ;
- if it challenges the salary level assigned by the Corporation to the new or altered job.

33.2

Failing agreement between the parties within (6) six months of the challenge, the Union may refer the dispute to an arbitrator, who has the power to sanction the accuracy of the new or altered job description or to amend the job description if necessary so that it accurately reflects the duties of the job. Once the accuracy of the job description has been established, the arbitrator shall place the job at the appropriate salary level, using the criteria of the relative position of the job within the salary structure of this Agreement.

The Corporation shall notify the Union of the date on which a new or altered job description comes into effect and provide it with a list of the employees concerned.

The arbitration award shall apply as of the date on which the employee was assigned and performed the duties described in the new or altered job description.

Article 34

Article 35

GENERAL SALARY PROVISIONS

35.1

No employee shall suffer a loss of salary or lose additional pay as a result of the application of this Collective Agreement. It is also agreed that employees shall not enjoy undue gains further to implementation of this Agreement.

35.2

The members belonging to the bargaining unit shall be paid according to the rates, scales and fees appearing in the scale of the minimums provided for in Article 34.

35.3

Progression within a salary scale shall be automatic, barring indication to the contrary, and shall occur on the anniversary of the employee's appointment to a given salary level.

35.4

Barring express indication to the contrary in this Agreement and subject to the provisions mentioned below, there shall be no reduction of salary. If an employee makes a written request to be reclassified at a lower level or if he is affected by the provisions of Article 31, and if his current salary exceeds the maximum salary in the lower classification, his salary shall be brought back to the maximum level of the lower classification.

35.4.1

During the probationary period in a new job, the Corporation may return the employee to his former classification and former salary.

35.4.2

Staff shall be paid every other Thursday.

Article 36

WORK WEEK, DAYS OFF AND OVERTIME

36.1 REGULAR SCHEDULE

36.1.1

Employees' work week shall be thirty-seven and one-half hours.

Employees who, under their former collective agreement, had a 36¼-hour week shall increase their work week to 37½ hours at the current hourly rate.

Employees who, under their former collective agreement, had a 40-hour week decrease their work week to 37½ hours.

Over any given period of two (2) consecutive weeks, if an employee works more than 80 hours, he shall be paid at time and a half (1½) his regular salary for each extra hour or receive compensatory leave calculated in the same way, except for newsroom journalists in Montreal, Quebec City, Matane, Sept-Iles, Chicoutimi, Rimouski, Moncton and Parliament Hill in Quebec City. These journalists shall be paid at time and a half after eight (8) hours daily. To be entitled to pay for his overtime or compensatory leave, an employee must receive prior authorization for any work beyond the 80 hours.

Paid leave, such as sick leave, paid holidays, annual leave and compensatory leave shall be accounted for as hours worked in application of the averaging formula up to seven and one-half (7½) hours a day and shall not be subtracted from the averaging formula. The sixth (6th) and seventh (7th) hours worked shall not be accounted for in the distribution of hours.

36.1.2

The two (2) weekly days off shall be consecutive, though not necessarily in the same work week. Two (2) weekly days off may, however, be separated by public or declared holidays. The Corporation agrees not to multiply ten (10)-day assignments for a single employee.

36.1.3

Management may not change an employee's timecard without notifying him when the change concerned reduces the pay to which he is entitled. The employee shall submit timecards in accordance with management's instructions.

36.1.4

Any work performed by an employee on a regular schedule on a day off shall be paid at time and a half (1½) his regular salary for all hours worked, the minimum payment being for seven and a half (7½) hours at the increased rate (1½).

36.1.5

When an employee on a regular schedule works his two days off, all the hours he works on the second day shall be paid at twice his regular salary, the minimum payment being for seven hours and a half (7½) at double time.

36.1.6

The Corporation shall refrain from regularly scheduling extra hours.

36.1.7

The Corporation shall keep a record of overtime, which it shall send monthly to the Union. It agrees to make every reasonable effort to assign overtime equitably among employees doing the same type of work.

36.1.8 Compensatory work

36.1.8.1

By indicating his intention on his timecard, a regular schedule employee may choose to accumulate or to take, each fiscal year, in the form of compensatory leave, the hours he has worked over 80 in a two (2)-week period or, for newsroom journalists, daily overtime worked over eight (8) hours, as well as work performed on a day off or a holiday.

- i) Compensatory leave may only be taken, however, in half-days or whole days, according to the hours accumulated under this option. Any time remaining shall be paid at the appropriate rate.
- ii) An employee is entitled, at any time in the fiscal year during which he has accumulated the compensatory leave concerned, to request that he be paid in cash at the initial rate the time was acquired.
- iii) An employee may take his compensatory leave at a time set by mutual agreement with the Corporation.

36.1.8.2

By indicating his intention, an employee may, each fiscal year, choose to convert up to 30 days' overtime paid at his normal salary to compensatory leave. By mutual agreement, this time may be added to his annual leave or taken at other times that suit both the employee and the Corporation. It is agreed that annual leave shall be taken before compensatory leave.

36.1.8.3

Such leave shall accumulate from April 1 to March 31 each year and shall be taken outside the period between June 15 and September 15. If such leave is not used up by March 31 of the following fiscal year, it shall be paid on the following April 30 at the rate at which it was originally accumulated. If the employee leaves or at any time, on the employee's written request, any unused leave shall be paid to him at the rate at which it was originally accumulated.

36.1.8.4

It is possible to use other options for paying overtime, notably the advance payment of overtime and buy-back of overtime.

Advance payment of scheduled overtime is only based on an estimate of scheduled overtime. If the time actually worked exceeds the payment made, the difference shall be paid to the employee.

The employee concerned and the manager may agree to a complete buy-back of scheduled overtime. Once a buy-back agreement has been concluded, no other payment of overtime may be approved. The agreement shall, however, be reviewed once a year.

36.2 SELF-ASSIGNMENT

36.2.1

A self-assigning employee is one who undertakes to organize his hours, work days and days off so as to perform his duties as efficiently as possible. This schedule shall be set by the Corporation where flexible organization of work hours allows.

A self-assigning employee only has to report the leave he takes and the work he performs on a public holiday, after receiving the required prior authorization.

36.2.2

A self-assigning employee who works a public holiday shall be paid at time and a half (1½) his regular salary, or he may request compensatory leave.

36.2.3

Self-assigning employees shall conclude agreements concerning their workload. The workload shall be administered according to the following provisions:

At least once a year, the manager shall examine the employee's workload with him, it being understood that the work is done according to an average of 37½ hours a week. They shall examine the nature of the employee's assignment, the program objectives, time requirements and the one-day credit allocated for work done on a weekly day off. Work performed on a weekly day off shall be excluded from this agreement. Buy-back of overtime and of night premium, if necessary, shall be covered by a specific agreement, identified as such (in the contract, if applicable), which may not be changed during its term. The employee shall be responsible for managing the volume of buy-back time.

36.2.4

The following articles shall not apply to self-assigning employees:

- Article 37 - Schedule posting and changes
- Article 38 - Meals
- Article 40 - Call-back
- Article 41 - Turn-around period and encroachment

Article 37

SCHEDULE POSTING AND CHANGES

37.1

For employees having a regular work schedule, the schedule shall be posted two (2) weeks in advance.

37.2

Schedules may be changed if an employee is sick or released from his duties, or for any other reason forcing the employee to take special leave. It is also possible to change the schedule after it has been posted, when the employee is released to take care of union business. Finally, the Corporation may also change the schedule in the following cases:

- a) emergency or unscheduled event of political, economic or social importance that must be covered and which the Corporation was not aware of or could not normally have been aware in advance, for example, death of a political figure or a celebrity, a sudden national or world crisis or disaster or international sports play-offs;
- b) force majeure: unscheduled events which the Corporation was not aware of or could not normally have been aware of in advance.

c) flexible work organization related to the averaging formula over two (2) consecutive weeks.

37.3

The following provisions shall apply to production staff assigned to General Television Programming or major outside programs:

- When the starting times are posted, notice of change of starting time shall be given as soon as possible but at least 24 hours before the new starting time when the starting time is brought forward, or 24 hours before the initial starting time when the starting time is delayed.

- Failing such notice, the employees affected shall be credited with all the hours initially scheduled and all the additional hours they worked.

37.4

Any change to be made in weekly days off after posting is subject to the consent of the employees concerned.

37.5

The Corporation shall make an effort to assign shifts and weekend leave equitably.

Article 38

MEALS

38.1

Employees having regular schedules are expected to take, during each shift, an unpaid meal period of at least 30 minutes and at most 60 minutes.

38.2

An employee who is asked to work at least two (2) hours' overtime in addition to his normal shift and who takes a second meal period of at least 30 minutes shall receive an allowance determined according to the applicable policy. The second meal period shall be deductible from his work day.

Article 39

NIGHT PREMIUM

39.1

An employee shall receive a premium of 15 per cent (15%) of his basic hourly rate in addition to his regular salary for any work he performs between midnight and 7 a.m.

Article 40

CALL BACK

40.1

Call-back refers to the hours credited to an employee who, after completing his shift and leaving the workplace, is called back to work between shifts. An employee who is called back shall receive pay at one and a half times the basic rate for the time actually worked, with a minimum credit of three (3) hours.

40.2

The provisions respecting call-back shall not apply to schedule changes or when the Corporation requires an employee to attend a meeting held on a normal day off or after the employee's shift. In such cases, the provisions respecting overtime shall apply.

40.3

When call-back is cancelled before the employee has actually reported for work, the Corporation shall not pay any premium.

Article 41

TURN-AROUND PERIOD AND ENCROACHMENT

41.1

An employee shall have at least 10 (ten) hours off between the end of the regular work day and the beginning of another, barring mutual agreement.

41.2

The two (2) weekly consecutive days off shall comprise 48 hours, plus the ten (10)-hour period provided for in Article 41.1.

41.3

No supplement shall be paid when there is encroachment because the employee works the day after a sick leave, special leave, annual leave of three (3) or more days, paid leave for union duties or leave without pay.

Article 42

COMPRESSED WORK WEEK

The Corporation may establish a compressed work week, depending on production needs or evaluation of a request made by employees.

42.1 Four-day schedule

42.1.1

An employee with a regular schedule may be asked to work a four (4)-day week, with days of nine and one-quarter hours ($9\frac{1}{4}$) or nine and one-half ($9\frac{1}{2}$) hours, as the case may be.

Three (3) consecutive days off, not necessarily in the same work week, shall be scheduled. Public or declared holidays may separate two days off.

42.1.2

The employee shall have at least ten (10) hours off between the end of one regular work day and the beginning of another, barring mutual agreement.

42.1.3

The weekly three (3) consecutive days off shall comprise 72 hours, plus the ten (10)-hour period provided for in Article 42.1.2.

42.1.4

A regular employee working a four (4)-day week shall accumulate five (5) days' seniority for each complete week of work.

42.1.5

Time worked in excess of 80 hours every two (2) consecutive weeks shall be paid at the applicable overtime rate provided for in the Collective Agreement.

The Corporation and the employee may agree on overtime buy-back.

42.1.6

When an employee works two (2) of his three (3) weekly days off, the time worked on the second day off shall be paid at twice the rate of his usual salary.

When an employee works his three (3) weekly days off, the time worked on the third day off shall be paid at twice the rate of his usual salary.

42.1.7

Leave taken during a four (4)-day week shall be calculated in hours for incomplete weeks of leave. The full weeks of leave shall be calculated according to a five (5)-day week.

When a qualification period is expressed in working days, it shall be prorated for employees working four (4)-day weeks. Thus, including but not limited to:

- a) An employee shall not be entitled to a public holiday unless he has worked at least 12 days in the 30 calendar days immediately preceding the public holiday;
- b) An employee shall be entitled to one and a quarter (1¼) days' paid annual leave for every calendar month of service completed up to 15 working days (three (3) weeks);
- c) An employee who has completed eight (8) years' service shall be entitled to an annual leave credit of 20 working days (four (4) weeks);
- d) An employee who has completed 20 years' service shall be entitled to an annual leave credit of 25 working days (five (5) weeks);
- e) An employee who has completed 27 years' service shall be entitled to an annual leave credit of 30 working days (six (6) weeks);
- f) An employee shall accumulate annual leave credits according to the number of calendar months of service completed during a fiscal year. However, an employee who is entitled to his salary for at least eight (8) working days in a calendar month shall be entitled to a full credit.
- g) An employee shall accumulate sick leave at the rate of one and a quarter (1¼) days per calendar month of service completed. These credits shall accumulate from one month to the next. An employee who is entitled to his salary for at least eight (8) working days in a calendar month shall be entitled to a full credit.

42.2 Three-day schedule

42.2.1

An employee having a regular schedule may be expected to work a three (3)-day week, with days of 12½ hours.

Four (4) consecutive days off, not necessarily in the same work week, shall be scheduled. Public or declared holidays may separate two days off.

42.2.2

The employee shall have at least ten (10) hours off between the end of one regular work day and the beginning of another, barring mutual agreement.

42.2.3

The four (4) weekly consecutive days off shall comprise 96 hours, plus the ten (10)-hour period provided for in Article 42.2.2.

42.2.4

A regular employee working a three (3)-day week shall accumulate five (5) days' seniority for each complete week of work.

42.2.5

Time worked in excess of 80 hours every two (2) consecutive weeks shall be paid at the applicable overtime rate provided for in the Collective Agreement.

The Corporation and the employee may agree on overtime buy-back.

42.2.6

When an employee works two (2) of his three (3) weekly days off, the time worked shall be paid at the applicable overtime rate provided for in the Collective Agreement.

When an employee works his third and fourth days off, the time worked on the third or fourth day off shall be paid at twice the rate of his usual salary.

42.2.7

Leave taken during a three (3)-day week shall be calculated in hours for incomplete weeks of leave. Full weeks of leave shall be calculated according to a five (5)-day week.

When a qualification period is expressed in working days, it shall be prorated for employees working three (3)-day weeks. Thus, including but not limited to:

- a) An employee shall not be entitled to a public holiday unless he has worked at least nine (9) days in the 30 calendar days immediately preceding the public holiday;
- b) An employee shall be entitled to one and a quarter (1¼) days' paid annual leave for every calendar month of service completed up to 15 working days (three (3) weeks);
- c) An employee who has completed eight (8) years' service shall be entitled to an annual leave credit of 20 working days (four (4) weeks);
- d) An employee who has completed 20 years' service shall be entitled to an annual leave credit of 25 working days (five (5) weeks);
- e) An employee who has completed 27 years' service shall be entitled to an annual leave credit of 30 working days (six (6) weeks);
- f) An employee shall accumulate annual leave credits according to the number of calendar months of service completed during a fiscal year. However, an employee who is entitled to his salary for at least six (6) working days in a calendar month shall be entitled to a full credit.
- g) An employee shall accumulate sick leave at the rate of one and a quarter (1¼) days per calendar month of service completed. These credits shall accumulate from one month to the next. An employee who is entitled to his salary for at least six (6) working days in a calendar month shall be entitled to a full credit.

42.3

If a person who works a compressed work week is away for the compressed hours of his week, it is agreed and understood that his replacement (if applicable) shall assume the same hours under the same conditions.

42.4

The full Collective Agreement shall apply subject to the specific provisions of Article 42 which replace or amend the corresponding articles.

Article 43

JOB SHARING

43.1

Job-sharing occurs when two (2) regular employees share a permanent full-time position at the employee's workplace and the shared position continues to be designated as a permanent full-time position.

43.2

The way the hours are shared shall be determined by the parties to the sharing agreement, but in no case shall the employee work less than 18¾ hours a week or less than 75 hours a month. It is understood that the work week shall consist of five (5) days shared between the two employees and that the provisions of Article 36 respecting overtime shall apply to this job-sharing agreement. It is clearly understood that there will be no accumulation of allowances or benefits for anyone under such an arrangement.

43.3

Employees whose application for job-sharing has been approved shall have their benefits—dental plan, annual leave, sick leave and so on—prorated according to the hours they work. Anyone who takes part in job-sharing shall take part in the pension plan (Part II). The Corporation shall continue to pay supplementary health care premiums. By way of example, when employees share a job, for instance, one person working Monday, Tuesday and Wednesday, and the other person working Thursday and Friday, if a public holiday coincides with the turn of the employee normally scheduled, the latter shall be paid for the public holiday and the other employee shall not. The Corporation shall not pay the same public holiday twice. Seniority shall continue to accumulate. Employees, however, while they take part in a job-sharing arrangement, shall not accumulate continuous service for purposes of severance pay, but the time they actually work is credited to them. Beyond 40 hours, the overtime rate shall apply.

43.4

All the details of a job-sharing arrangement shall be recorded in writing and the Corporation, Union and employees shall sign the agreement before it comes into effect.

43.5

The Corporation or the employees concerned may cancel a job-sharing agreement on four (4) weeks' prior notice.

Article 44

TRAVEL

44.1

The entire time an employee spends travelling in the performance of his functions is regarded as time worked, except for the time spent travelling by public transit between midnight and 8 a.m., local time, which does not entitle the employee to a time credit if he has a chance to sleep. For the purposes of this article, a single berth in a train provides the employee with a chance to sleep.

44.2

An employee on a foreign mission for seven (7) or more days shall take two (2) consecutive days off a week unless prohibited by departmental requirements.

44.3

The Corporation shall reimburse an employee who is travelling for his work his expenses, in accordance with the Corporation's policy on travel in Canada and abroad.

44.4

An employee who agrees to use his personal car on agreement with his department head or representative shall be entitled to an allowance provided for under the Human Resources policies respecting travel.

44.5

An employee does not have to use his personal car in the performance of his functions.

44.6

The Corporation shall pay for an employee's taxi when he must go to work or return home when public transit is not running. The Corporation shall pay only the fraction of the trip not served by public transit. It shall reimburse the employee up to ten dollars (10,00 \$) on presentation of a receipt.

Article 45

WORKING CONDITIONS AND SAFETY

45.1

The Corporation shall ensure the observance of government standards relating to the safety, health and welfare of its employees and, as a consequence, shall assume responsibility for the occupational health and safety of the said employees, having regard for their obligations to take all reasonable and necessary precautions.

45.2

The Corporation and the Union shall form a committee to assess, study, improve and apply all statutory provisions and regulations regarding the safety, welfare and health of employees.

The Committee shall comprise one representative of the Union and one of the Corporation who will be responsible for its actions. Union representatives of other bargaining units or other employee associations having related interests may be brought into the Committee.

The Union representative on the committee provided for in this article shall be released from duty with pay.

The Committee shall meet as soon as possible following a request for a meeting by either party.

45.3

Complaints relating to occupational health and safety shall be submitted first to a committee provided for in this article. Should the Corporation fail to remedy the situation complained of as quickly as possible, the Union may lodge a grievance.

45.4

The parties shall name their representatives to the Occupational Health and Safety Committee within thirty (30) days following the signing of the agreement.

45.5

The Corporation shall ensure that the employee facilities are always in a clean and sanitary condition.

45.6

The Corporation undertakes not to impose on a journalist against his will an assignment involving disproportionate risks in relation to the normal requirements of the profession. The Corporation recognizes the employee's right to submit his own assessment of the risks involved in an assignment.

45.7

The Corporation agrees to employ the necessary complement of employees to meet normal workloads, particularly during vacation periods, holidays and days off and when possible during absences through sick leave, unless there is a reasonable reduction in the work load at such times.

45.8

The Corporation shall not impose unreasonable amounts of work upon its employees forcing them to work at an accelerated rate.

45.9

In line with the provisions of the preceding article, the Corporation agrees to meet and discuss with Union representatives when requested by the latter, the minimum number of staff required to perform the workload.

45.10

The Corporation shall provide employees with good quality equipment with which to perform their duties. However, should an item of Corporation equipment be lost or damaged, the employee shall be responsible for reporting same immediately when he becomes aware of it.

45.11

Employees shall take proper care of the equipment provided by the Corporation. The Corporation shall be responsible for maintaining such equipment.

Article 46

PROFESSIONAL PROVISIONS FOR INFORMATION STAFF

46.1

The parties recognize that information has to conform to the facts and be of such nature as not to mislead the public, that it has to be complete and exact, that is to say that not only does it have to conform to the facts, but also has to include as much as possible all the elements essential to the understanding of these facts.

46.2

In order to respect the mandate given to the Corporation by Parliament by the Broadcasting Act and the statutes that flow from it, the parties recognize that the professional obligations of the Corporation and of its employees are first towards the public, which is entitled to an information that is impartial, complete, factual and balanced, in accordance with the provisions of Article 46.1.

46.3

Taking into account Article 46.1 and subject to 6.2 every employee in the exercise of his functions will conform to the directives of the Corporation, more particularly those contained in the Journalistic Policy of the Corporation.

46.4

Reports are the result of co-operative efforts from expert members of a team. Should a conflict disturb the work, the manager or his delegate will have the authority to decide.

46.5

The Corporation recognizes the right of any employee or any group of employees to challenge the application of its policies and directives in accordance with Article 11.

46.6

The Corporation shall send to each employee who has not already received it, a copy of the Journalistic Policy, and shall transmit any subsequent changes; the employee shall acknowledge receipt in writing.

46.7

No penalty may result from the application of the Journalistic Policy until such time as the employee has been notified in writing of such policy or modification of policy.

46.8

The Corporation will endeavour to ensure to an employee continuity of his assignment to the coverage of an event.

46.9

In accordance with its programming practices and policies, the Corporation shall continue to encourage its employees to submit projects for in-depth special reports on subjects they are regularly required to cover.

46.10

In the event of legal action being taken against an employee following the broadcast of a report or news item made by this employee, the Corporation shall defend him and assume professional fees incurred in accordance with article 46.13, provided that:

the employee has exercised his functions in accordance with the Corporation's policies, directives and standards;

in case of doubt and as far as possible, the employee has obtained the advice of the Corporation's experts in the matter and has acted in accordance with same;

any letter, release or clarification challenging the facts presented in a report or text must be brought to the attention of either the Corporation or the employee. In all cases, the Corporation shall respond, after checking all the facts with the employee concerned.

46.11

In civil matters where an employee has cooperated with the Corporation in his defence and proof does not reveal any facts contrary to the conditions listed in Article 46.10 a), the Corporation shall indemnify the employee against any judgement rendered.

46.12

An employee called to testify before any legal or quasi-legal authority concerning facts he was required to cover in the exercise of his functions is entitled to legal assistance from the Corporation.

46.13

In all cases listed in Articles 46.10 and 46.12, the Corporation shall consider the employee's suggestion with regard to his choice of lawyer.

46.14

Except where so ordered by a court, the Corporation undertakes to provide to third parties nothing more than the news item already broadcast.

46.15

The Corporation undertakes to challenge before the courts all orders of a court relative to news items other than those broadcast, when in the opinion of its legal counsel the aforementioned ordinance is judged not well founded in law.

46.16

When in accordance with Article 46.14 the Corporation provided third parties with news items, broadcast or not, it will immediately inform the employee concerned or in his absence his Union representative.

46.17 Recompense

The Corporation may, at its discretion, enter news reports by its employees in appropriate competitions, and in the event that an award is granted for the excellence of the work by one or more members of a team, the Corporation shall give them the award. The Corporation will also permit such employees, when it is appropriate, to go and receive the award in question.

With the Corporation's authorization, the employee submit news reports in which he participated to competitions designed for individuals rather than companies.

46.18 Credits

All members belonging to the unit shall be eligible for inclusion in credits in accordance with Corporation policy. They may, however, request in writing that they not be included.

46.19

The Corporation shall make documentation services meeting production needs available to its employees.

Article 47

PUBLIC HOLIDAYS

47.1

The following days are recognized as holidays and shall be paid at the basic rate:

New Year's Day

Good Friday

Easter Monday

Victoria Day

Quebec's National Holiday (in Quebec only)

or the first Monday in August (in New Brunswick)

Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

as well as any other day officially proclaimed as a legal holiday by the Federal, Provincial or Municipal authorities in the area in which the place of employment is located. When a holiday is proclaimed by these authorities due to the fact that one of the holidays mentioned above falls on a Saturday or a Sunday, it is agreed that the Saturday and/or Sunday or proclaimed holiday shall be deemed to be a holiday but not both. If December 27 is proclaimed a holiday instead of December 26, one of the two (2) days, at the discretion of the Corporation, shall count as a holiday but not both. The Corporation shall advise employees two (2) weeks in advance of which days it recognizes as holidays.

The Union may ask the Corporation, by April 1 each year, to replace the public holiday given for Remembrance Day with a day off on January 2. The Corporation shall not withhold its consent without just cause.

b) In addition, any other holiday so declared by the Corporation shall be granted to employees covered by this Agreement.

c) In addition, if Federal, Provincial or Municipal authorities do not proclaim them as holidays, the Corporation will declare the following as holidays :

If New Year's Day falls on Tuesday, the 31st December ;

If New Year's Day falls on Thursday, the 2nd January.

47.2

The employee shall not be entitled to holiday pay:

if he has refused to report for work on a holiday, after being called;
if he was not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

47.3

Subject to the provisions of Article 47.2 b), salary shall not be deducted for a holiday falling during a period of absence without pay for Union duties covered under Articles 9.1 a) and c).

47.4

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

When a public holiday provided under Article 47.1 coincides with the employee's day off, the employee's day off shall be moved on a date set by mutual agreement between the employee and the Corporation, when he shall be paid as if for a regular day of work at the basic rate.

47.5

Work performed on a public holiday shall be paid at one and a half (1½) times the employee's regular rate for all the hours worked, the minimum payment being seven and a half (7½) hours at time and a half.

47.6

The Corporation and the employee may negotiate in an individual work contract one disposition providing for buy-back of work performed on a public holiday.

Article 48

ANNUAL LEAVE

48.1

Annual leave with pay shall be granted to employees 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.

48.2

a) An employee who has completed eight (8) years of service shall be granted twenty (20) working days of annual leave.

b) An employee who has completed twenty (20) years of service shall be granted twenty-five (25) working days of annual leave.

c) An employee who has completed twenty-seven (27) years of service shall be granted thirty (30) working days of annual leave.

48.3

Leave accumulated during a fiscal year may be granted to an employee only in the following fiscal year. Provided the Corporation agrees, an employee may carry forward his annual leave credits to the following fiscal year.

48.4

If the Corporation should improve its leave regulations, such improvement will automatically become a part of the Agreement.

48.5

Employees shall accumulate annual leave credits proportionate to the number of completed calendar months of service in a fiscal year, except that an employee who is entitled to salary for at least ten (10) working days in a calendar month shall be entitled to full leave credit.

48.6

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

48.7

Holidays which occur during annual leave are credited to the employee and be added to such leave.

48.8

Employees may, with Corporation approval, extend their annual leave at their own expense for a reasonable time. Such requests must be made before departure on annual leave except in cases of emergency.

48.9

Pay during annual leave is calculated on the basis of the employee's annual salary.

48.10

Vacations shall be arranged according to Corporation seniority and may be taken all at once or in several parts, as the employee wishes, and subject to operational requirements, but no employee shall be required to take his annual leave before May 1 or after September 30. Employees must indicate their preference, subject to seniority, before April 1, otherwise they will lose such preference. The vacation schedule shall be posted before May 1.

48.11

Should an employee's annual leave be interrupted during a period of at least five (5) consecutive calendar days because of a serious illness or injury that disables him, or for a shorter period if he is hospitalized or finally as the result of a death in his immediate family qualifying for special leave, the days of annual leave he misses shall be taken from his short-term disability or sick leave credits, provided the Corporation receives medical proof.

On mutual agreement by the Corporation and the employee, days of annual leave thus missed may be added to the end of the period of leave agreed to or postponed until later.

Article 49

SPECIAL LEAVE

49.1

Special leave with pay shall be granted to employees for the following reasons:

marriage: five (5) days

legal separation or divorce: one (1) day for appearance in court.

For the death of a spouse or a child, the employee is entitled to leave for each working day within the 5-day period following the day of the death.

For the death of a father, mother, parents-in-law, a brother, a sister or any relation who is a permanent member of the household of an employee or with whom an employee lives, the employee is entitled to leave for each working day within the 3-day period following the day of the death.

If the funeral is held more than two hundred and fifty (250) km away, at least one (1) additional day is granted.

49.2

Special leave may also be granted to permit an employee to cope with domestic contingencies or unforeseen emergencies that affect his immediate family.

Article 50

LEAVE - COURT DUTY

50.1

An employee required to serve as a witness or juror shall receive regular salary for the period upon satisfactory evidence of such service.

Article 51

LEAVE WITHOUT PAY

51.1

An employee may, after agreement with the Corporation, take leave without pay for such time as is agreed between the employee and the Corporation.

51.2

Conditions of return to work shall be agreed upon between the Corporation and the employee before his departure.

51.3

The employee returning to the service of the Corporation after a period of unpaid leave shall have his salary adjusted in accordance with increases obtained during renewal of the Agreement.

Article 52

PARENTAL LEAVE

52.1

For the birth or legal adoption of a child, all CBC employees who have at least six (6) months' continuous service shall be entitled to leave of up to 52 weeks, in accordance with the following provisions.

52.2 Maternity leave

52.2.1

An employee having more than six (6) months' but less than 12 months' continuous service shall be entitled to leave without pay for up to 17 weeks.

52.2.2

An employee who has at least one (1) year's continuous service who is eligible for special Employment Insurance (EI) maternity benefits shall receive a supplemental unemployment benefit (SUB) equal to 93% of her basic weekly salary for the first two (2) weeks of leave and a supplemental unemployment benefit equal to the difference between the special EI maternity benefits and 75% of her weekly salary for up to 15 additional weeks.

52.2.3

A pregnant employee having at least 12 consecutive months' continuous service who is not eligible for EI benefits may take:

- a) two (2) weeks' leave with full pay;
- b) up to 15 weeks' leave without pay.

52.2.4

When an employee receives, under EI terms, income from other sources and consequently her normal weekly level of special EI maternity benefits is reduced, the Corporation shall not increase its supplemental unemployment benefits to cover the decrease in EI benefits.

When an employee receives, under EI terms, income from other sources, which when added to her special EI maternity benefits and SUB payments exceed 95% of her salary, SUB payments shall be reduced by the same amount.

52.2.5

An employee who takes leave before the beginning of her maternity leave for medical reasons associated with her condition may apply for sick leave or short-term disability leave in the usual way. Pregnancy in itself, however, shall not entitle an employee to sick leave.

52.3 Adoption leave

52.3.1

An employee who adopts a child and who is actually responsible for the care and keeping of his child shall be entitled to leave, with the same benefits and conditions as those of an employee who gives birth to a child.

However, the period during which he is entitled to the supplemental unemployment benefit equal to the difference between the special EI parental benefits and 75% of his weekly salary shall be limited to the period during which he is paid special EI parental benefits, or a maximum of ten (10) weeks, which may be extended to 15 in special circumstances.

52.3.2

An employee who has six (6) months or more of continuous service and who adopts a child of a close family member or his spouse's close family shall be entitled to 24 weeks' leave for child care without pay. The employee shall not be entitled to maternity, paternity or additional unpaid leave.

52.4 Child care leave

52.4.1

Child care leave is authorized leave without pay, lasting up to 24 weeks, which any employee having more than six (6) months' continuous service may take when he is actually responsible for the care and custody of a newborn or newly adopted child. Such leave may be taken by either parent or shared between them.

52.4.2

At the female employee's request, such leave may begin:

- a) on the expiry of her maternity leave,
- b) the day the child is born, or
- c) the day she actually becomes responsible for the care and keeping of the child.

52.4.3

At the male employee's request, this leave may begin:

- a) on the expiry of any maternity leave taken by the employee's spouse in connection with the child, in accordance with the Canada Labour Relations Code or provincial legislation,
- b) the day the child is born, or
- c) the day he actually becomes responsible for the care and keeping of the child.

52.5 Leave without pay

52.5.1

Employees having at least six (6) consecutive months' continuous service who enjoy maternity or adoption leave shall be entitled to leave without pay of up to 52 weeks for needs connected with maternity and to take care of their child. The total of the 17 weeks' maternity or adoption leave, plus child care leave (up to 24 weeks), plus unpaid leave shall not exceed 52 weeks.

52.5.2

In addition to maternity and child care leave, additional unpaid leave may be granted.

An employee eligible for special EI parental benefits may, on request, receive parental leave without pay for the period during which such benefits are paid. These benefits may be paid to both natural and adoptive parents while they are taking care of a newborn or adopted child. The benefit period, lasting a maximum of ten (10) weeks, may be allocated to one of the parents or shared between the two (each parent receiving five (5) weeks' benefits together or separately) if both parents are eligible. This maximum shall be increased to 15 when the child is at least six months old on arrival at the beneficiary's home and has physical, psychological or emotional problems requiring extension of the care period. These benefits are payable at any time during the year following the child's arrival in the home.

The total period of parental leave, however, may not exceed 52 weeks.

52.6 Three-day parental leave

52.6.1

A parent who does not take maternity or adoption leave and has at least 12 consecutive months' continuous service shall be entitled to parental leave with pay of three (3) days for the birth or adoption of a child.

52.7 Authorized leave

52.7.1

If eligible, employees may have an authorized leave, with or without special monetary benefits, in the following circumstances:

- pregnant woman: maternity leave, child care leave, leave without pay;
- adoptive parent taking adoption leave: adoption leave, child care leave, leave without pay;
- parent (not taking maternity or adoption leave) who takes a child home: three days' parental leave, child care leave, leave without pay.

52.8

When both parents work for the Corporation, a maximum of 52 weeks' parental leave may be shared between the two (2) employees.

52.9 Benefits

52.9.1 Pension plan

For employees who are eligible for EI benefits and who have one (1) year's continuous service, the first four (4) months of adoption or maternity leave count as pensionable service under the Corporation's pension plan, but no contribution shall be required of the employee. (The Corporation shall continue to make its contribution to the plan.) At no time may pensionable service during maternity or adoption leave exceed four (4) months without a contribution being required of the employee.

For employees having one (1) year's continuous service who are not eligible for EI benefits, the employee shall pay his regular contributions to the pension plan during the first two (2) weeks of leave with pay, but he shall not have to do so for the next 15 weeks.

The first four (4) months count as pensionable service only if the employee returns to work at the end of the maternity or adoption leave and any other leave authorized under this policy, and if he resumes his pensionable service (that is, if he receives a salary for 15 days in a calendar month and thus begins contributing to the pension plan).

Employees who have more than six (6) but less than 12 months' continuous service and who take child care leave may choose to maintain their pensionable service if they continue to pay their share of contributions to the plan during this period.

Employees who take leave without pay after maternity leave and child care leave may choose to maintain their pensionable service if they pay their share of contributions and that of the employer during this period. The commitment to pay two shares shall be made before the beginning of child care leave, and the payment arrangements shall be made on the employee's return to work.

Maternity, adoption and child care leave count as pensionable service only if the employee works for at least 15 days in the month following the end of the authorized leave.

52.9.2 Other benefits

(i) During the maternity, adoption, parental or child care leave, the Corporation shall continue to pay, free of charge to the employee, the benefits it grants its employees, namely supplementary health insurance and basic group life insurance.

During leave without pay, the employee may maintain his protection by himself paying all the premiums.

(ii) The employee may make the necessary arrangements to maintain benefits at his expense.

52.10 Break in service

52.10.1

Continuity of service for purposes of seniority shall not be broken if the employee resumes work in accordance with the authorized duration of his leave.

52.11 Annual leave

52.11.1

The employee shall accumulate annual leave credits during his maternity or adoption leave just as if he were at work provided the employee works at least ten (10) days during the month following the end of his authorized absence.

52.12 Severance pay

52.12.1

The first four (4) months of maternity or adoption leave count as service for the purposes of calculating severance pay provided the employee works at least 15 days at the end of his authorized leave.

52.13 Applications for leave

52.13.1

Applications for maternity leave indicating the desired duration and accompanied by a medical certificate shall be submitted in writing at least four (4) weeks in advance, unless the employee has a valid reason for not doing so. Leave may begin no sooner than 11 weeks before the expected date of birth and the employee may remain at work after the 30th week of her pregnancy on presentation of a medical certificate testifying that she may continue to perform her usual job.

Applications for leave for legal adoption shall be submitted in writing at least four (4) weeks before the beginning of leave for maternity or legal adoption.

Applications for child care leave shall be submitted in writing at least four (4) weeks before the end of leave for maternity or legal adoption.

In his application, the employee shall indicate the expected duration of leave.

52.14 Return to work

52.14.1

The employee may return to work at any time after her delivery provided she is able to perform her usual functions and she gives the Corporation two (2) weeks' prior notice.

52.15

An employee who is unable to return to work on account of inability or illness shall receive the benefits provided for in Article 53, provided he has maintained his protection.

52.16

An employee who does not return to work at the end of the leave he has requested and obtained shall be laid off on the last day of his authorized leave.

52.17

An employee may request that the duration of his child care leave be changed (without exceeding the maximum duration allowed) by submitting a request in writing to the Corporation four (4) weeks prior.

52.18

There shall be no accumulation (double payment) of amounts or benefits granted by the CBC in the application of this article.

Article 53

SHORT AND LONG-TERM DISABILITY

53.1

Employees are protected against any loss of basic salary due to disability arising from sickness or injury under the Short-Term Disability or Long-Term Disability Plan.

53.2 Short-Term Disability

Employees shall receive STD benefits according to the following schedule :

Length of Service	Benefits	
	Days at 100%	Days at 66 2/3% Basic Salary
3 months but less than 1 year	10 working days	75 working days
1 year but less than 2 years	20 65	30 55
2 years but less than 3 years	30 55	40 45
3 years but less than 4 years	40 45	50 35
4 years but less than 5 years	50 35	60 25
5 years but less than 6 years	60 25	70 15
6 years but less than 7 years	70 15	85 nil
7 years or more	85 nil	

New employees who are absent on account of illness or injury during the first three (3) months of service may receive up to five (5) days short-term disability benefits (at 100% of basic salary).

53.3 Long-Term Disability Plan

53.3.1

An employee who is disabled, within the definition given in the LTD plan, for a period of over eighty-five (85) working days is entitled to receive (unless he has chosen option in Article 55.1) from the 86th day of disability, income protection benefits equal to sixty per cent (60%) of his basic salary until his recovery, retirement, or death. Claims under the LTD plan may be subject to review before being accepted.

53.3.2

An employee who has recovered and who can no longer fill his former position is assured of a job within the Corporation that is in keeping with his training, abilities, education and experience. He is not obliged to accept a position which does not take these factors into account or a position that is not suited to his physical or mental condition. In his new position he will receive the salary equal to the basic salary he was earning before receiving his LTD benefits, but it will be frozen until the salary scale of his new position catches up to his former salary level.

53.3.3

An employee receiving LTD benefits is exempt, during the period he receives them, from paying premiums to the various optional plans, while maintaining a full insurance protection. He is also exempt from paying into the CBC Pension Plan, while continuing to accumulate pensionable service.

53.3.4

All the sick leave credits accumulated by an employee before joining the new plan will be frozen and "banked" for him. These "credits" may be used in accordance with the following options or in any other manner which may be offered to his :

An employee with less than seven (7) years of service can draw on his frozen credits to ensure his full salary in case of short-term disability.

An employee who is at work and whose age, added to his frozen sick leave credits or short-term disability benefits can guarantee him income security until retirement, may drop out of the LTD plan.

Similarly, an employee receiving LTD benefits whose age, added to his "frozen" sick leave credits, guarantees him a disability income until retirement, may drop out of this plan. In the event that the salary scale for the position (or its equivalent) abandoned by the disabled employee increases, the income protection shall correspond to the higher salary enforced at the time when the employee chooses to use his "frozen" sick leave credits rather than continue to receive a long-term disability income.

An employee may decide to draw from his sick leave "bank" when his short-term disability plan is exhausted before beginning to receive long-term disability benefits.

53.3.5

The bargaining units shall have the right through their representatives on the Consultative Committee on Staff Benefits to participate in the election of a Union representative to sit on the Claims Settlement Committee which examines applications for LTD benefits and may, when an application involves an employee, name a representative of the Union who will sit on the committee during this particular settlement of claims.

Article 54

LIFE INSURANCE

54.1

The premium for the Corporation's group life insurance is \$0.15 biweekly for every \$1,000 of insurance. If the premium increases, the Corporation shall continue to pay the same proportion.

This provision shall apply only to regular employees who have not joined the new benefit plans. It is agreed that any eligible employee hired after April 1, 1977, shall belong to the new plans as of his hiring.

54.2

The Corporation shall provide eligible employees, free of charge, with a "comprehensive" life insurance worth \$25,000 or twice the employee's basic annual salary (when the latter amount is higher).

All employees shall be entitled to purchase (at group rates) an optional insurance. The employee may decide to participate in any optional part of the new group life insurance program in accordance with the provisions of the insurance policy.

In addition to the basic "comprehensive" life insurance provided by the Corporation under Article 54.2, the employee may take additional insurance equal to one time (1x), two times (2x) or three times (3x) his basic annual salary, for a total equal to five times (5x) his salary at the group rate.

Medical evidence is required in all such cases, except in the one-time (1x) option.

54.3

Dependants' life insurance worth \$15,000 for a spouse and \$7,500 for each child. Common-law marriages shall be recognized after one (1) year's cohabitation and single parents are eligible. The family premium remains the same irrespective of the number of dependants. Medical evidence of insurability is not mandatory if the employee enrolls:

- 1) Within 30 days of the date of his marriage;
- 2) Within 30 days of the birth of his child;
- 3) Within 30 days of the date of his employment;
- 4) Within 30 days of the first year of cohabitation.

54.4

Reducing term insurance of up to \$100,000 is available at group rates and evidence of insurability must be provided. The premium remains set at the rate established according to the employee's age at the time of enrolment.

54.5

The present optional 24-hour insurance plan against accident, death and dismemberment shall continue to be available to employees, who may choose to join the plan or leave it every year on April 1.

54.6

A paid-up life insurance policy worth \$4,000 is available without cost to all eligible employees at the normal retirement age. Employees who retire early (before 65) remain insured free of charge up to the normal retirement age for the basic life insurance described in Article 54.2.

54.7

The Corporation shall insure employees at its own expense:

while travelling for the Corporation, up to \$25,000 against accidental death or loss of a limb;

on assignment to an area classified by insurers as dangerous because of war risks, for an additional amount of \$275,000.

Article 55

SICK LEAVE

55.1

The employee shall accumulate sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per calendar month of service rendered. Such credits are earned month by month. However, the employee who is entitled to his salary for at least ten (10) working days in a calendar month is entitled to full credit.

55.2

A term employee hired for more than 13 continuous weeks shall acquire credit at the rate of one and a quarter ($1\frac{1}{4}$) days per month of service completed; such credits shall only serve as protection against loss of salary if ever he becomes unable to work as the result of sickness.

A term employee hired for less than 13 continuous weeks, as well as casual and part-time employees, shall not be eligible for short-term or long-term disability.

55.3

On using up his sick leave credits, an eligible employee shall receive the special 13-week disability insurance provided for in Human Resources Policy 4.10.

55.4

When sick, an employee shall notify his department head as soon as possible. The employee shall, if requested, usually before his return to work, provide a certificate (provided by a qualified physician of his choice) of his inability to perform his functions.

55.5

Before reporting for duty, an employee who has been absent because of serious illness or accident or because of contagious disease must produce upon request evidence of good health satisfactory to the Corporation showing that the employee has recovered and is able to resume normal duties. Upon receipt of such evidence, the officer in charge of personnel will authorize the employee to return to duty.

55.6

In accordance with established practice, the Corporation shall give paid leave to any employee who, in the performance of his duties, receives an injury eligible for compensation under the Government Employees Compensation Act. Such leave shall not be deducted from the employee's leave credits.

Article 56

HOSPITAL/MEDICAL COVERAGE – FULL TIME EMPLOYEES

56.1

When the Corporation pays, by means of social security taxes, provincial/territorial health and hospital insurance plan premiums directly, no refund shall be granted to employees. Where there is not a payment mechanism, the Corporation shall pay 100% of the provincial/territorial health and hospital insurance plan premiums to ensure the employee's protection.

If, in future, the Corporation is no longer required to pay these premiums as the result of a law being passed or the introduction of another form of payment, it reserves the right to keep all the savings that might arise from the new method of funding.

56.2 - Supplementary health insurance

The Corporation pays permanent employees' premiums for the supplementary health insurance plan in effect when this Agreement is ratified.

56.3

Whatever the circumstances, there shall be no accumulation (double payment) of benefits or rights granted by the CBC. This provision shall not apply to an employee's private insurance plans.

Article 57

TRAINING AND PROFESSIONAL DEVELOPMENT

57.1

When it is in the interest of the employee and of the Corporation, the Corporation shall encourage creative renewal activities by its employees, by way of illustration but not of restriction:

Training activities

- full-time education ;
- part-time education ;
- participation in seminars ;
- mentorship ;
- retraining ;
- sabbatical leave.

Professional activities

- attendance at symposiums and conferences ;
- exchange periods with other CBC stations ;
- exchanges with other media organizations.

57.2

Sabbatical leave shall be granted by means of an annual competition, during which eligible employees may submit a project to promote their personal and professional development. The project shall be evaluated by a " Creative Renewal Committee " that includes one Union representative. Once the project has been evaluated, the committee shall make its recommendations to the Corporation concerning applications for sabbatical leave for creative renewal. Only employees who have completed seven (7) years of service will be eligible for such leave.

57.3

Offers of bursaries and professional training opportunities received by the CBC shall be posted in work areas.

57.4

The Corporation may send one or more employees at its own expense to take courses, provided they consent and when it is in the Corporation's interest or when it is a job requirement.

57.5

The Corporation may grant to an employee who applies for it leave with or without pay or on part pay, at its option, and may pay part or all of the registration and tuition fees of an educational course that has received prior approval.

57.6

In the light of departmental and job requirements, the Corporation may offer second-language courses to an employee free of charge.

57.7

On his return from training or study leave, the employee shall return to his former job or former functions.

57.8

An employee may enter in his record any documents pertaining to his increased knowledge and skills.

Article 58

CONCLUSION

58.1

If one of the provisions of the Agreement is declared inconsistent with Canadian legislation, the parties agree and declare that the said provision shall be deemed null and void to the extent that it is contrary to the statutes. In such cases, all the other provisions of the Agreement shall remain in effect and the parties shall meet within 30 days of the declaration to renegotiate the provision concerned.

Article 59

CONCLUSIVE AGREEMENT

59.1

The parties acknowledge that this Collective Agreement is conclusive. It is acknowledged and understood by the parties that the appendices to which they subscribe and which are attached to this Collective Agreement are an integral part of the Agreement, provided that, if the two texts contradict each other, the Agreement shall take precedence.

Article 60

NOTICE OF NEGOTIATION/RENEWAL

60.1

The party that wishes to negotiate a new agreement shall give notice to the other party by registered mail 90 days prior to the expiry date of this Agreement. This Agreement shall remain in effect until the conclusion of a new agreement or until the right to strike or lock-out is exercised. The Union may be accompanied by outside consultants in the negotiation of a new collective agreement.

60.2

If neither of the parties terminates the Agreement or expresses the wish to negotiate a new one within the three (3) months prior to its expiry, it shall be automatically renewed for one (1) year, and then from year to year.

Article 61

EFFECTIVE DATE AND DURATION OF COLLECTIVE AGREEMENT

61.1

The Collective Agreement shall come into effect as of the date it is signed and shall terminate on June 17, 2001.

Annexe A

TRANSITION

Persons who at present have regular employee status and who must complete a probationary period shall complete this probationary period and extension of this period, as provided for initially under the terms of the collective agreement under which they were hired.

The following transition provisions apply to the exercise of rights pertaining to the switch from contract status to regular employee status.

a) Contract employees having more than three (3) years' continuous service

Contract journalists and researchers who work or have worked (including hosts) for at least three (3) years continuously for CBC news and current affairs programs may ask to keep the status of contract employee. They shall submit their request in writing to Human Resources and send a copy of their request to their immediate supervisor or departmental management within 90 days of the date this Collective Agreement is ratified. Persons who are hired because of their specialization and hosts shall remain on contract.

b) Contract employees having less than three (3) years' continuous service

Contract journalists and researchers who have worked for the Corporation in news and current affairs programs continuously for less than three (3) years when this Collective Agreement is ratified shall work for the rest of the three (3)-year probationary period before having their regular status confirmed. Notwithstanding any clause or the term of their individual contract, they shall be subject to Article 16. If, however, they wish to keep their contract employee status, they shall indicate this within 90 days of the date of ratification. Persons who are hired because of their specialization and hosts shall remain on contract.

Contract employees who become regular full-time employees shall be credited with their continuous service retroactively to the last date on which they were hired full-time on contract. They shall receive the benefits of a regular full-time employee as soon as their regular status is confirmed. They shall also have the option, once, to buy back previous continuous pensionable service at the total actuarial cost established for each benefit, subject to limitations imposed by the pension plan or the law.

Annexe B

RECOGNITION OF PREVIOUS SERVICE

Persons employed by the CBC in programs other than information when the Collective Agreement is ratified and who will obtain jobs in news and current affairs programs shall have their years of continuous service acquired previously in news and current affairs programs recognized.

Annexe C

DIMANCHE-MAGAZINE

Persons employed on the radio program DIMANCHE-MAGAZINE when the Collective Agreement is ratified shall have access to regular status in accordance with the criteria stated in the appendix on TRANSITION. This is an exception to the definition of current affairs programs in Article 3. f) of the Collective Agreement and is made without prejudice.

Annexe D

SHIFT PREMIUMS

Employees covered by the SJRC agreement and who used to have evening and night shift premiums are now subject to the following rules:

An employee working between 8 p.m. and midnight is entitled to a 10% premium for the hours worked unless he is working overtime.

An employee working a minimum of two (2) hours between midnight and 7 a.m. is entitled to a 15% premium for one normal complete work day; if an employee works less than two (2) hours during this period, he shall receive the premium for the time worked only.

An employee whose hours of work span the two (2) periods mentioned in Clauses 1 and 2 shall receive the premium corresponding to each period without accumulation.

Annexe E

CROSS-SKILLING

Cross-skilling enables a full-time employee to perform job duties within the competence of other bargaining units. This sort of cross-skilling shall be called hybrid when 40% of the time is spent performing the basic functions of a job within the competence of a bargaining unit other than the SCRC or when it involves journalist's and producer's duties.

Hybrid cross-skilling

a) Experimental

Hybrid cross-skilling may occur on an experimental basis. The Corporation shall ask for volunteers for cross-skilling assignments by means of posting in the city in which the experiment is being conducted. Further to such posting, the Corporation shall form a selection board to interview the selected candidates.

Experimental multi-skilling should not last for less than one (1) month or more than six (6) months. By mutual agreement, an experiment may be extended by another six (6)-month period. No more than one year after the experiment begins, the Corporation shall end the experiment or create a permanent hybrid job.

If the Corporation, in the course of or at the end of the experimental period is not satisfied with the employee occupying an experimental multi-skilled job, the employee shall return to his former function; likewise the Corporation acknowledges the right of the candidate selected to return to his former function at any time after three (3) months and up to the end of the experimental period.

An experiment that ends in failure shall not be held against an employee in his performance appraisal or for disciplinary reasons.

During the experimental period, the employee shall not receive more than the salary rate attached to the best-paid job or an increase of three per cent (3%), whichever is higher.

The Corporation is committed to providing employees with appropriate training with a view to occupying hybrid jobs.

b) Continuing

If the experiment is conclusive, the experimental cross-skilling shall become continuing multi-skilling through the creation of a hybrid function.

A hybrid job combines the basic functions of two (2) or more jobs within the competence of two (2) or more bargaining positions in proportions determined by the Corporation.

The parties shall meet to discuss the functions of the job and to agree on the level of pay. If they manage to agree, the employee shall be paid at the agreed rate; otherwise the matter shall be subject to the job evaluation process.

Prior to implementation, a complete job description shall be sent to the bargaining units concerned.

The parties shall meet to determine the functions concerned, the affiliation and dues to be paid. Each time it is clear, however, that a person assuming a hybrid duty occupies on a preponderant and lasting basis SCRC unit duties, this person shall be transferred to the SCRC unit. Likewise a member of the SCRC unit, who performs, on a preponderant and lasting basis, duties within the competence of another unit shall be transferred to this unit.

The Corporation shall make every effort for hybrid jobs to be distributed equitably among the participating bargaining units and among all the media, for the duration of the Agreement. A summary shall be submitted to the joint committee by June 1 each year so as to make any adjustments required.

The parties acknowledge that any current practice shall be maintained as in the past.

The Corporation shall not create hybrid jobs to carry out lay-offs.

Non-hybrid cross-skilling

The parties acknowledge that it may be necessary for employees to perform cross-unit duties that are ancillary to their basic function and performance of such ancillary functions shall not entail any additional pay.

Emergency or occasional multi-skilling

In emergencies or to cope with unexpected or unusual circumstances, an employee may be assigned to functions within the competence of another bargaining unit provided he is deemed qualified to perform the duty requested. If the functions are paid at a higher level, the employee shall receive the higher pay. The Corporation may not oblige a person to perform such a duty against his will.

Furthermore, an employee from another bargaining unit may be assigned to functions within the competence of the SCRC in emergencies or to cope with unexpected or unusual circumstances.

Annexe F

CROSS-SKILLING AND COMPENSATION

Within 90 days of the signing of the Collective Agreement, the Corporation undertakes to meet with the SCRC and the other units to discuss compensation linked to non-hybrid cross-skilling. This discussion will concern employees who have agreed or will agree, on a regular or ongoing basis, to perform basic functions of employees in other bargaining units for 90 minutes or more in a shift. The Corporation shall inform the Union of such assignments.

Annexe G

LIST OF TERM EMPLOYEES

Term SCFP and SEPQA employees having completed 500 days of work in the past three (3) years when the Agreement is signed shall be entered on the list provided for in Article 18.7. Furthermore, SCFP and SEPQA term employees who have accumulated more than 150 days shall be recognized for the first 150 days of their probationary period.

Supernumerary SJRC staff having completed their probationary period when the Agreement is signed shall continue to be recalled by list and number of paid days in accordance with the practices in effect in the Corporation's newsrooms.

The recall list of newsroom supernumeraries shall apply according to the terms defined above, except for replacements in the functions of editor-reader on the small newscasts in the French Radio newsroom in Montreal, where the criterion of competence shall be taken into account, along with that of days paid.

The parties acknowledge that term employees shall be hired for temporary reasons, as provided for in Article 18.1. Should term employees not meet the criteria stated in this Article, the Corporation undertakes within 90 days of the ratification of the Collective Agreement to normalize the situation and inform the Union.

Annexe H

PART-TIME WORK

1.

The Corporation acknowledges that regular full-time employees may wish, in certain circumstances, to work part-time. If operational requirements allow, the Corporation shall offer part-time work for up to one (1) year.

2.

With the exception of the full-time employee's pension plan, all benefits applicable to the regular full-time employee who is working part-time shall be calculated on a pro rata basis according to the number of hours worked. The employee shall continue to accumulate seniority according to the number of hours worked. Furthermore, he shall participate in the pension plan for part-time employees.

3.

Before the end of the year, a regular employee who has taken advantage of Clause 1, shall decide whether he wants to continue working part-time. If there is part-time work and the parties agree, the full-time employee shall become a regular part-time employee, it being agreed that if the full-time job has to be filled permanently, it shall be filled in accordance with the provisions of the Collective Agreement respecting the posting of jobs. This situation may be reviewed at any time at the request of the Corporation or the employee.

4.

Part-time contract employees who acquire regular employee status shall become part-time employees.

5.

Supernumerary SJRC staff hired for scheduled weekend shifts will occupy permanent part-time jobs.

Annexe I

CONSULTATIVE COMMITTEE ON STAFF BENEFITS

There shall be a Consultative Committee on Staff Benefits, whose mandate is outlined below.

1. Training

The Consultative Committee on Staff Benefits shall be maintained. Membership in the Committee shall be open to employees represented by bargaining agents who shall determine the terms and conditions of participation of their members, as well as confidential and management staff, who themselves will decide how they will take part in the Committee's work. No employee, however, may be represented by more than one union, association or group. The Corporation shall be represented by the Director, Pay and Benefits (or his authorized representative), who shall chair the Committee. The vice-chair shall be elected by the employee groups. The Committee or any of its members may invite observers and technical consultants, who shall have the right to speak but not to vote. The Committee shall set its own rules of procedure.

2. Mandate

The Committee shall have a mandate to discuss the establishment, administration and amendment of all current and future benefit plans offered to employees of the Corporation, and to make recommendations in this regard. By way of illustration, the Committee may examine such things as:

- pension plans
- life insurance, accident insurance, etc.
- health insurance
- leave
- premiums

Information, material and correspondence pertaining to questions related to the Committee's mandate shall be made available to it. The documents in questions shall be given to the Chair of the Committee, who shall have copies made for distribution to all members.

3. Powers

Committee decisions shall be made by a simple majority of votes. Subject to the provisions of Article 44 of the Broadcasting Act, the Corporation shall implement any recommendations duly adopted by the Committee bearing on the adoption, amendment or termination of staff benefit plans that do not entail additional expenses.

- If the recommendations require additional funding, the Committee shall recommend to the Corporation, the bargaining units and various employee groups what it considers to be a fair and equitable cost-sharing agreement.
- It is agreed that the Committee shall not have the power to amend the provisions of any collective agreement, except with the mutual agreement of all the parties to the agreement concerned.

4. Meetings

The Consultative Committee on Staff Benefits shall meet every three months or according to what the majority of the members decide. The agenda and related documents shall be distributed two weeks before the date of the meeting. The Committee Chair shall have the minutes of the meetings taken and distributed to the members of the Committee within one month of the meeting.

Nothing herein prevents one of the unions or each of them that are represented on the Committee to negotiate in their collective agreement any amendment to the Corporation's financial contribution to the CBC staff benefit plans insofar as one or more employee groups are affected. Furthermore, it is understood that the Committee shall not have the power to amend any provisions in the collective agreement, unless there is mutual agreement between the parties to the agreement.

Annexe J

GRIEVANCE FORM

Annexe K

LETTER OF UNDERSTANDING RESPECTING RADIO PRODUCTION ASSISTANTS

The Corporation shall create a new job description with the title of radio production assistant, corresponding to Level 3, Group 4, and submit it to the Union as part of joint committee work.

For the duration of this Collective Agreement, the Corporation shall create positions corresponding to this new job description, which shall be filled by radio production assistants employed by the Corporation when this Agreement is signed. The first positions shall be created by December 31, 1998.

Annexe L

LETTER OF AGREEMENT RESPECTING BENEFITS

The Corporation and the unions agree to reduce the cost of the Corporation's staff benefits by \$2.7 million. This objective shall be achieved in part through the elimination, when this Agreement is signed, of the refund of the provincial per capita cost of health and hospital insurance (saving of about \$1.86 million), and in part by a review, at least, of supplementary health care, with a view to reducing the cost to about \$840,000, distributed equitably among the various bargaining units, confidential staff and management staff.

POWERS AND MANDATE OF SPECIAL COMMITTEES

The members of the Consultative Committee on Staff Benefits agree to form a special staff benefits committee that shall have the power to amend relevant provisions of any collective agreement so as to achieve this objective.

This committee shall be responsible for the design and implementation of the relevant staff benefit plans with a view to achieving the above-mentioned objective by March 31, 1997. The special staff benefits committee shall review, at least, the supplemental health care plan and any other staff benefit plan agreed by the members of the committee.

The committee shall make its decisions by consensus.

IMPLEMENTATION OF CHANGES

Amendment of the Agreement respecting health and hospital insurance shall come into effect as of the date this Agreement is signed.

The Corporation and the unions agree to freeze current staff benefits until the above-mentioned committee has concluded an agreement. If, however, the committee finds itself in an impasse or cannot meet its deadline, it is agreed that the Corporation shall implement, by March 31, 1997, the changes to achieve the objectives, except for the bargaining units whose negotiations are not yet concluded by that date. For such bargaining units, the changes shall be implemented as of the date on which the new collective agreement comes into effect.

Furthermore, it is understood that the minimum benefits shall be those appearing in the following table.

Supplementary health care plan

GREAT WEST LIFE COVERAGE Deductible \$50 per insured person / \$75 per family per calendar year
Semi-private room 100% (no deductible) Out-patient services 100% (no deductible) Additional charges for private room Up to \$12 a day Prescription drugs 100% (\$2 deductible per prescription) up to a maximum of \$100 per person per calendar year Private nursing care provided outside the hospital 100% Out-of-province health care 100% Psychologist 90% Chiropractor, podiatrist, osteopath, acupuncturist, naturopath, massage therapist (medical recommendation required for massage therapist) 100 % up to a maximum of \$500 per year per practitioner

Equipment and supplies for treatment of diabetes 100% Detoxification treatments Up to certain limits Eye care \$240 per 24 months per insured person

Additional costs covered at 100%:

- Ambulance transportation
- Convalescent care, up to 120 days per calendar year
- Hearing aids, up to \$250 per 60 months
- Wheelchairs
- Some prostheses

Registered physiotherapist care, no maximum

Costs:

For regular staff and term employees hired for more than 13 weeks: Paid in full by the Corporation.

Annexe M

TRAINEES

The Corporation shall inform the Union of any plans to have trainees. Trainees shall be received in addition to permanent employees.

Annexe N

LETTER OF AGREEMENT – TRANSFERS

As for Messrs. Houle and Morin, when the Corporation decides to transfer them, they shall have the choice of being transferred to the newsroom they work out of, or to return to the newsroom where they were at the time of their appointment to Parliament Hill in Quebec city.

The Syndicat des communications de Radio-Canada, on behalf of the employees belonging to the on-air staff group accept the attached conditions of employment, subject to the conditions contained in this Collective Agreement, and the two parties agree to recommend these conditions to their principals.

The SCRC acknowledges that the signing of this document means that all collective bargaining issues are settled by this Agreement.

Signed this 22th day of June at Montreal 1998

FOR THE SYNDICAT DES
COMMUNICATIONS DE
RADIO-CANADA

FOR THE CORPORATION

Rosaire L'Italien
President

Huguette Wiseman
Director, Human Resources

Yvan Sinotte
Director

Jacques Auger, Leader
Chief news editor, TV news

Micheline Provost

Jean-Claude Labrecque
Chief news editor – Radio current affairs

Cécile Larouche

Bertrand Émond
Director of radio, Quebec

Ubald Bernard

Louise Gariépy
Supervisor of TV production assistants

Pierre Shanks

Ginette Bourély
Manager, Americas

Brenda O'Farrell

Louise Imbeault
Director of french TV Atlantic prov.

Patricia Pleszczynska
Director of english radio

Dominique Tremblay
Human Resources assistant

APPROVED
CANADIAN BROADCASTING CORPORATION

Perrin Beatty
President & Chief Executive Officer

Michèle Fortin
Vice-President
French Television

James McCoubrey
Executive Vice-President &
Chief Operating Officer

Sylvain Lafrance
Vice-President
French Radio

Louise Tremblay
Senior Vice-President, Resources

Freeman Keats
Executive Director
Corporate Finance & Administration

Georges C.B. Smith
Vice-President, Human Resources
Relations Service

Robert Lacroix
Corporate Industrial and Talent

Collective Agreement Between CBC and SCRC

Signature
Collective Agreement Between CBC and SCRC

Signature
Collective Agreement between CBC and SCRC

		Salary Scale - Annual salary effective June 22, 1998												
		Standard Work Week 37.5 hours												
		PRODUCTION STAFF												
Group 4		Item	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years
LEVEL 1	Communications Officers - SFP 8 Senior Caption Editors - SFP 8 Caption Officers - MS2 Programming Assistants B24-MS2	38,300	40,100	41,900	43,700	45,500	47,300	49,100						
LEVEL 2	Librarians - SFP 7 Communications Officers - SFP 7 Caption Editors - SFP 8	33,400	34,900	36,400	37,900	39,400	40,900	42,400						
LEVEL 3 A	Production Assistants (TV) SEPDA 5 & 6 Production Assistants (TV) SEPDA 5 & 6 Production Assistants - Radio Film Librarians - SEPDA 5	28,000	29,200	30,400	31,600	32,800	34,000	35,200	36,400	37,600	38,800	40,000		
LEVEL 3 B	Film Librarians (Film Research) - SEPDA 6	30,400	31,600	32,800	34,000	35,200	36,400	37,600	38,800	40,000				
LEVEL 4 A	Production Assistants - SFP 5 & 6 Assignment Assistants - SIBC 3 Film Librarians - SEPDA 4 Senior Product Analysts - SFP	26,100	27,100	28,100	29,100	30,100	31,100	32,100	33,100	34,100	35,100	36,100		
LEVEL 4 B		31,075	32,120	33,330										
LEVEL 5	Content Analysts - SFP	28,250	29,200	30,300										
LEVEL 6 A	Copy Clerks SIBC 1	20,400	21,800	23,200	24,500									
LEVEL 6 B	Documentalists SABEC Documentalists (Clerks-BAT) SIBC	21,400	22,500	24,500										

Scale increase:
June 21, 1999 2.5%
June 19, 2000 3.0%

Notes:
 Assistants - TV 5 & 6: Maintain former scale for current employees and increases of 2.5% and 3% in June 99 and June 2000.
 Film Librarians (Film Research) SEPDA - 6: Maintain former scale for current employees and increases of 2.5% and 3% in June 99 and June 2000.
 Film Librarians SEPDA - 5: Insert at closest lower salary in the group after converting the work week.
 Employees open from 36.25 hours to 37.5 hours: Insert at closest lower salary in the group.
 Other employees: Insert at closest lower salary in the group.

		Salary Scale - Annual salary effective June 22, 1998													
		Standard Work Week of 37.5 hours													
		ON-AIR STAFF													
Group 5		Item	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	
LEVEL 1	Caption Correspondents	57,300	60,000	63,200											
LEVEL 2	Assignment Editors (Nat) SIBC 8 News Editors (Nat) SIBC 8 News Producers - SFP 7 - R - 9/801	57,300	60,000	63,000											
LEVEL 3 A	Assignment Editors (Reg) SIBC 9	34,600	36,500	38,400	40,300	42,200	44,100	46,000	47,900	49,800	51,700	53,600	55,500	57,400	
LEVEL 3 B	Commentators - Farm SFP 9	46,000	47,900	49,800	51,700	53,600	55,500	57,400							
LEVEL 3 C	News Editors (Reg) SIBC 7	53,200	54,600	56,000	57,400										
LEVEL 4 A	Journalist Producers Producers - SFP 01 - 02 - 03 News Producer - B84 - SFP 01-02-03	30,200	32,100	34,000	35,900	37,800	39,700	41,600	43,500	45,400	47,300	49,200	51,100	53,000	
LEVEL 4 B	Assignment Editors (Reg) SIBC 6 Assistant Assignment Editors (Nat) SIBC 6 Assistant Lineup Editors (Nat) SIBC 6 News Editors (Reg) SIBC 6	50,700	52,100	53,000											
LEVEL 5	Journalists - SIBC 5 Hosts - SIBC Hosts - ACTRA Commentators SIBC Interviewers SIBC Hosts - ACTRA Hosts - SFP Writer/Broadcaster - ACTRA Sports Broadcaster - ACTRA	REGULAR 35,000 CONTRACT 45,600	37,300 48,000	39,500 50,400	41,650	43,800	47,700	50,500							
LEVEL 6	Sports Writers SFP Commentators - Interviewers SFP Traffic Reporters - ACTRA Writer/Broadcaster - ACTRA Sports Writers - ACTRA Weather Reporters SIBC	REGULAR 36,000 CONTRACT 37,400	38,500 40,900	41,000 44,400	43,500	46,000									
LEVEL 7	Researchers SIBC Researchers SABEC Researcher Program - ACTRA	REGULAR 32,200 CONTRACT 33,000	34,900 36,500	37,600 40,000	40,300	43,000									

Scale increase:
June 21, 1999 2.5%
June 19, 2000 3.0%

Notes:
 Caption Correspondents: Increases at annual increments of \$1,000 for the duration of the assignment. This program will be increased by 2.5% and 3% in June 99 and June 2000.
 Journalist - Producers: Maintain former scale for current employees and increases of 2.5% and 3% in June 99 and June 2000.
 Producers - SFP 01-02-03: Maintain former scale for current employees and increases of 2.5% and 3% in June 99 and June 2000.
 News Producer - B84 - SFP 01-02-03: Maintain former scale for current employees and increases of 2.5% and 3% in June 99 and June 2000.
 Employees open from 36.25 hours to 37.5 hours: Insert at closest lower salary in their group after converting the work week.
 Other employees: Insert at closest lower salary in their group.