

COLLECTIVE AGREEMENT

between

THE CANADIAN BROADCASTING CORPORATION

and

THE ASSOCIATION OF PROFESSIONALS AND SUPERVISORS

from July 1st 2000 to June 30, 2005

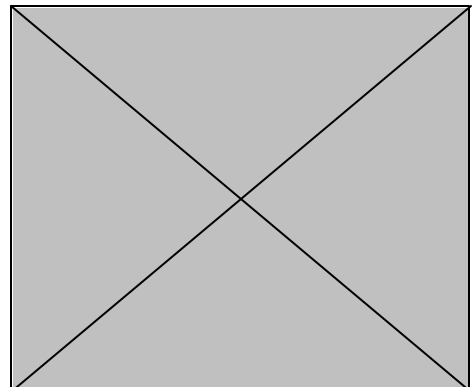
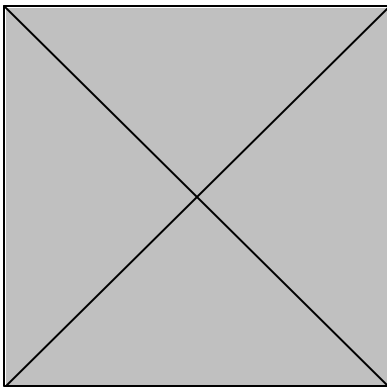


TABLE OF CONTENTS

	PAGE
ARTICLE 1	PURPOSE OF THE AGREEMENT 1
ARTICLE 2	SCOPE OF APPLICATION 1
ARTICLE 3	RIGHTS OF THE PARTIES 1
ARTICLE 4	INTERPRETATION AND DEFINITIONS 2
ARTICLE 5	MANAGING THE RELATIONSHIP 3
ARTICLE 6	UNION DUES CHECK OFF 5
ARTICLE 7	ACCESS TO CORPORATION PREMISES 6
ARTICLE 8	INFORMATION 6
ARTICLE 9	RELEASE FOR UNION ACTIVITIES 7
ARTICLE 10	PERFORMANCE REVIEW AND APPRAISAL 8
ARTICLE 11	TRAINING AND DEVELOPMENT 9
ARTICLE 12	CAREER PLANNING 9
ARTICLE 13	POSTING OF VACANCIES 9
ARTICLE 14	CONTRACT EMPLOYEES 10
ARTICLE 15	OUTSOURCING 11
ARTICLE 16	WORKFORCE ADJUSTMENT AND LAYOFF 11
ARTICLE 17	TECHNOLOGICAL CHANGE 13
ARTICLE 18	ORGANIZATION OF WORK 14
ARTICLE 19	GRIEVANCE AND ARBITRATION PROCEDURE 16
ARTICLE 20	CONSULTATIVE COMMITTEE ON STAFF BENEFITS 19
ARTICLE 21	REPRESENTATION 19
ARTICLE 22	EFFECTIVE DATE AND DURATION 19
APPENDIX A	EMPLOYEMENT CONTRACT 22
APPENDIX B	GRIEVANCE FORM 27
MEMORANDUM OF AGREEMENT SIGNATURE	28
POLICY I	STAFFING 29
POLICY I	APPENDIX A 33
POLICY II	WORKFORCE ADJUSTMENT 37
POLICY II	APPENDIX A 41
POLICY II	APPENDIX B 51
POLICY III	APPEAL PROCEDURE FOR EMPLOYEES COVERED BY APS/CBC COLLECTIVE AGREEMENT 53

**ARTICLE 1
PURPOSE OF THE AGREEMENT**

1.1.

This Agreement seeks to improve working relationships between the Corporation and its employees represented by the Association, as much by encouraging harmonious relations between the parties, as by setting forth the conditions of employment which have been bargained collectively.

1.2.

The parties to this Agreement share a desire to promote the success of the Corporation in carrying out its mandate on behalf of the Canadian public. They undertake to join forces to optimize the use of available human, financial and capital resources while aspiring to working relationships characterized by harmony and efficiency.

**ARTICLE 2
SCOPE OF APPLICATION**

2.1.

The provisions of this Collective Agreement apply to the Association, to employees, and to the Corporation.

2.2.

In this collective agreement, the masculine gender may be used to include the feminine gender, strictly for the purpose of simplifying the text.

2.3.

Both the English and French texts of this agreement are equally authoritative.

**ARTICLE 3
RIGHTS OF THE PARTIES**

3.1.

The Corporation maintains all the duties and prerogatives and all the rights and authority which are not specifically constrained, delegated or modified by this Agreement.

3.1.1.

The Corporation may not, by resolution, By-Law or otherwise, depart from the provisions of this Agreement.

3.2.

The Corporation recognizes the Association as the exclusive bargaining agent for all employees included in the bargaining unit defined by the Canada Labour Relations Board in its certification order published September 6, 1995, and as may be modified from time to time. Specifically these are:

"All supervisory staff of the Canadian Broadcasting Corporation of professional employees within the meaning of the Code, and all employees who perform similar or comparable functions, excluding employees covered by other certification orders and employees who are employed in a confidential capacity in matters relating to industrial relations."

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4.1.

For the purpose of this Agreement, the following terms shall be defined in the following manner:

4.1.1. Association (Association)

Refers to the Association of Professionals and Supervisors of the Canadian Broadcasting Corporation.

4.1.2. Calendar year (année civile)

Is defined as the period from January 1 to December 31 of each year.

4.1.3. Corporation (Société)

Refers to the Canadian Broadcasting Corporation and includes any person authorized to exercise the authority of the Canadian Broadcasting Corporation.

4.1.4. Day (journée)

A day is a 24-hour period beginning at 00:00.01 and ending at 24:00.00 (midnight).

4.1.5. Employee (employé)

This term refers to any person who is a member of the bargaining unit as defined in 3.2.

4.1.6. Permanent Employee

Refers to any person, full-time or part-time, who is engaged to fill a vacancy on a permanent basis.

4.1.7. Contract Employee

Refers to any person, full-time or part-time, who is engaged under an individual term contract pursuant to Article 14.

4.1.8. Temporary Employee

Refers to any person, full-time or part-time, who is engaged to cover a temporary need, such as to carry out a specific project, or to replace a regular employee on temporary leave.

4.1.9. Grievance (grief)

A grievance is a written complaint concerning the interpretation, application, administration or any alleged contravention of the Collective Agreement.

4.1.10. Parties (parties)

The parties referred to in this Agreement are the Association of Professionals and Supervisors of the CBC (hereinafter referred to as the Association), and the Canadian Broadcasting Corporation (hereinafter referred to as the Corporation).

Article 5 MANAGING THE RELATIONSHIP

5.1.

The parties to this agreement are committed to the establishment and maintenance of a relationship characterized by respect and trust, through which the parties seek to promote the mutual best interests of the Corporation and its employees. In this relationship, information will be fully and completely shared, issues of concern will be raised at the earliest opportunity, and efforts will be focused on resolving problems in the best interest of the individuals or groups most directly affected. The parties agree to use information received during these processes with discretion and to be sensitive to the needs and concerns, each of the other.

5.2.

The cornerstone of the relationship management process is the joint committee. Joint committees provide a forum which encourages open and honest dialogue between the parties. A joint committee composed of representatives appointed by each party will be established at the national level. To ensure efficient and effective management of the relationship, joint committees may be established at other levels.

5.2.1.

a) Regular National Joint Committee meetings will be held where information can be shared and topical issues discussed including things like other labour relations activity or initiatives which may impact APS.

b) Minutes will be used as a tool to document the exchange of information, such as job descriptions and postings, both at and between meetings of the National Joint Committee.

c) Periodic meetings will also be organized with CBC Executive Management.

d) Prior to commencing annual salary review research, CBC and APS will meet to identify areas of mutual concern. A further meeting will be held once the salary program for the year has been established. Issues arising from the implementation of the program, both on an overall and individual basis, may be addressed through the National Joint Committee.

e) The Committee may also discuss additions to Article 4 which would in turn promote a common understanding of the application of our agreement.

5.3.

While the joint committees may discuss a wide range of issues of mutual concern and interest, the principal focus, particularly in the developmental stage of the relationship between the parties, will be on any matter related to the professional status and well being of members of the Association. The Association recognizes that many of the terms and conditions governing the employment of Professionals and Supervisors in the Corporation are found elsewhere than in this Collective Agreement. Terms and conditions of employment can be found in legislation, and in Corporation policies which do not form part of this Collective Agreement unless specifically included by the text. The Corporation will make available to each employee a copy of its Human Resources policies and any amendments thereto. The Corporation commits to full and open

discussion with the Association, prior to changes in any of these elements, whether or not such change is within the control of the Corporation.

5.3.1.

In the adjudication of any grievance or appeal brought in connection with one of these HR policies which are not included in the collective agreement , the Arbitrator appointed will be limited to a review of whether the Corporation, in its application of the policy, has acted in bad faith, or in a discriminatory or arbitrary manner.

5.3.2

Local joint committees will be formed upon request by either party. Such meetings shall be arranged expeditiously, subject to operational requirements. Minutes from local joint committees will be sent to the National Joint Committee in a timely fashion.

ARTICLE 6 UNION DUES CHECK OFF

6.1.

The Association shall inform the Corporation in writing of the authorized deduction, in the form of a single percentage of base salary, to be checked off for employees. The Association must notify the Corporation at least four (4) pay periods in advance, of any intended changes to the amount of the authorized deduction. The effective date of a change must correspond to the commencement of a pay period.

6.2.

During the term of this Agreement, the Corporation agrees to deduct union dues from each employee's basic salary at a rate which accords with the certified schedule provided to the Corporation by the Association:

- a) for every current employee, beginning on the effective date of this Agreement
- b) for every new employee, beginning on the first day of employment in the bargaining unit.

6.3.

All the above deductions shall be remitted to the Association by direct deposit no later than seven (7) calendar days following the end of each bi-weekly pay period.

6.3.1.

The Corporation will, no later than the 15th of each month, forward to the Association an electronic file showing the names, employee numbers, amounts deducted, title and band level of the position as well as the region where the position is located, for all those in respect of whom deductions were made in the intervening pay periods.

ARTICLE 7
ACCESS TO CORPORATION PREMISES

7.1.

At each location, the Corporation will make bulletin boards available to the Association for the purpose of posting Association notices. The Association will not post material which is damaging to the Corporation.

7.2.

Meetings with members, meetings of the Association, elections or other Association activities may occur on Corporation premises with the prior approval of the Corporation. When space is available and the Corporation has given approval, the Association will ensure that these activities will not interfere with operations.

ARTICLE 8
INFORMATION

8.1.

Once a year, the Corporation shall provide, in printed or electronic form, to the National Office of the Association, the names and home addresses available on file for each employee, be they permanent, contractual or temporary.

8.2.

Corporation facilities, such as internal mail distribution, electronic mail systems, telephones, fax machines or duplicating equipment will not be used by Association representatives to communicate with employees.

8.3.

The Association and the Corporation shall pay an equal share of the cost of publication of the Agreement and any amendments, in a format agreed to by the parties.

8.3.1.

The Corporation will distribute to each current employee and provide each new employee with a copy of the Collective Agreement and any amendments thereto.

**ARTICLE 9
RELEASE FOR UNION ACTIVITIES**

9.1.

Subject to operational requirements, the Corporate Industrial and Talent Relations department may grant, upon receipt of a request from the Association, in writing or by electronic mail, and at least seven (7) working days in advance, a leave of absence without pay for a reasonable period of time and not exceeding three (3) months, to any employee duly authorized to represent the Association, in order to attend executive committee meetings and/or other union activities.

9.1.1.

The Corporation will maintain the salary of an employee who is granted leave without pay in accordance with 0. Such leave will not constitute an interruption of service. To recover the cost of these employees' absences, the Corporation will deduct from the remittance of Association dues to the National Office of the Association, an amount equivalent to the gross salary and benefits paid by the Corporation for the period. A statement of account showing the name(s) and date(s) of the employee(s) who was/were on such leave, will accompany the remittance of Union dues from which this recovery was made.

9.2.

If employees are elected or assigned to work on a full-time basis for the Association, the Corporation will grant, subject to operational requirements, leave without pay for a period not to exceed four (4) years. The Association must confirm these appointments to the Industrial and Talent Relations department. The Corporation may fill the position vacated during the period of absence.

9.2.1.

Requests for such leave must be submitted in writing, or by electronic mail, to the Corporate Industrial and Talent Relations department one (1) month prior to the commencement of the leave. During the leave of absence, the employee may continue to participate in the CBC Pension and benefit plans, subject to the conditions of each plan, by pre-paying all premiums (both the employee and, where applicable, employer

share) on a basis acceptable to the Corporation.

9.2.2.

Periods of absences under this article will count as service with the Corporation. Providing the absence does not exceed three (3) years, employees granted leave under this Articles will return to their former position or a similar one.

9.3.

Subject to operational requirements, the Corporation will release, without loss of pay or leave credit, properly accredited Association representatives to attend grievance meetings, including arbitration hearings, or negotiations between the Corporation and the Association for the day(s) of the meeting or hearing. It is understood that the Corporation will not release more than one (1) Association representative, plus the grievor, for the purpose of participating in local grievance consultations, more than two (2) Association representatives, plus the grievor, for an arbitration, nor more than four (4) Association representatives for the purpose of attending national grievance meetings or negotiations. Requests for releases under this Article shall be submitted to the Local Officer-in-Charge of Industrial and Talent Relations not later than seven (7) working days prior to the commencement of the meeting or the hearing.

**ARTICLE 10
PERFORMANCE REVIEW AND APPRAISAL**

10.1.

The parties agree that good management practice dictates that work be regularly reviewed and that employees receive constructive assessments of their performance. The Corporation is committed to taking the steps necessary to ensure that uniform and consistent procedures are in place and that all Professionals and Supervisors benefits from such a process, both as managers in some cases, and/or as employees. The parties agree that professional and career development components should be included in the performance review and appraisal process.

10.2.

The Corporation will share the performance review and appraisal procedures with the Association, and solicit its input prior to final approval and implementation.

ARTICLE 11
TRAINING AND DEVELOPMENT

11.1.

The parties recognize that the allocation of training resources must be driven by business imperatives and priorities. The parties also agree that trained and competent Professionals and Supervisors are important to the success of the operation. Therefore it is important that the training and development needs of members of the Association be taken into account.

11.2.

In order to ensure that this matter receives appropriate attention, and recognizing that the Association may better facilitate the process by being fully informed, the Corporation commits to a twice-yearly review of its training and development plans and activities with the Association through the joint committee process.

ARTICLE 12
CAREER PLANNING

12.1.

The parties recognize that the motivation, and hence productivity, of employees will be enhanced to the extent that individuals have an understanding of the opportunities available, the means of accessing them, and the probability of success. The parties also recognize that in today's rapidly changing environment, the career progression or development of individual employees is, and must be, a responsibility shared by the employer and employee.

12.2.

In recognition of its share of the responsibility, the Corporation commits to providing employees with information on its business plans and feedback on their performance. Additionally, the Corporation will provide employees who request it, specialized training in individual career planning and assessment, to assist them in making decisions about their futures.

**ARTICLE 13
POSTING OF VACANCIES**

13.1.

When staff positions within the bargaining unit are to be filled, the Corporation commits to following the established staffing procedures, specifically those described in "Policy I – STAFFING". The parties agree that "Policy I – STAFFING" exceptionally forms part of this collective agreement and is clarified and/or modified by the provisions outlined herein below.

13.2.

When contract positions within the bargaining unit are to be filled, the Corporation will also follow normal staffing procedures, except that these positions need only be posted for five (5) working days - nationally, in the case of contracts of one year or longer, and locally in the case of contracts of less than one year. By posting nationally, the Corporation does not automatically incur any liability for the payment of transfer and removal expenses. Any such expenses paid will be solely at the discretion of the Corporation and shall not create any precedent for future payments.

13.3.

The parties recognize that, exceptionally, there are reasons for placing employees in available vacancies without posting or competition. Such reasons could include, for example, return from various forms of approved absence, reassignment or demotion. The Corporation will consult in advance with the Association regarding these, or other exceptions, and will provide details through the Joint Committee process.

**ARTICLE 14
CONTRACT EMPLOYEES**

14.1.

The parties agree that employment with the Corporation can occur either on the basis of continuing (staff) status or of individual (term) contract, according to the Corporation's determination of its operating requirements.

14.2.

Any agreement signed with a contract employee shall take place by way of a standard contract as detailed in Appendix A.

14.2.1.

Without limiting the generality of the review identified in Article 14.2 above, the parties note for the record that all contract employees are subject to, and will benefit from the provisions of

this Collective Agreement. Further, the Corporation commits to providing the Association with copies of all employee contracts, with the exception of any which contain specific clauses which restrict its ability to disclose the terms and conditions for legitimate business reasons.

ARTICLE 15 OUTSOURCING

15.1

The Corporation agrees that the formation of an Employee Takeover Corporation (ETC) may be a practical and efficient method of outsourcing a function or activity. If and when the Corporation considers the outsourcing of a function or activity which involves employees covered by this Collective Agreement, it commits to consulting with the Association at the earliest appropriate stage of the process. Alternatively, the Corporation commits to ensuring that whenever a function or activity which involves employees covered by this collective agreement is to be outsourced, the vendor selection process will be managed in such a way as to encourage optimal utilization of existing CBC employees.

ARTICLE 16 WORKFORCE ADJUSTMENT AND LAYOFF

16.1.

The parties agree that Policy II - Workforce Adjustment, and its Appendix "A" and "B", exceptionally form part of this Collective Agreement. The parties further agree that Policy II - Workforce Adjustment, and its Appendix "A" and "B" are clarified and/or modified by the provisions outlined herein below.

16.1.1.

The identification of redundant jobs will be made within each component at each location. Where there are groups of similar jobs within a component at a location, and some are to be eliminated, the Corporation will retain those employees who are best suited, in terms of skills and abilities, to meet the operating requirements of the unit after the workforce adjustment. Where two or more employees are considered equal in terms of skills and abilities, the more senior will be retained. When two or more employees are not considered equal in terms of skills and abilities and one or more junior employees

is/are retained, the Corporation will, upon request, at the joint committee, provide information concerning the skills and abilities upon which the decisions were made.

16.1.2.

The Corporation will provide the Association with a copy of each redundancy notice.

16.2.

If, in the opinion of the workforce adjustment committee (local or national, as appropriate), a continuing (staff) employee affected by the workforce adjustment is qualified in terms of skills and abilities to perform the duties of a job occupied by a probationary employee, the affected employee will be offered the position. Should the affected employee accept the position, the probationary employee will be released with one (1) month's paid notice.

16.3.

If, in the opinion of the workforce adjustment committee (local or national, as appropriate), a continuing (staff) employee affected by the workforce adjustment is qualified in terms of skills and abilities, to perform the duties of a job occupied by an employee on temporary assignment from outside the bargaining unit, the affected employee will be offered the temporary assignment. Should the affected employee accept the temporary assignment, the other employee will be displaced.

16.4.

If no position at the current salary grade is available, the Corporation, through the local joint workforce adjustment committee, will offer an affected employee redeployment to a vacant position at a lower salary grade for which he is qualified in terms of skills and abilities, where such is available and the employee is agreeable. In such cases, if the employee's salary is above the pay range for the position in question, it will be maintained as a "controlled salary", except that the Corporation is not obliged to maintain a controlled salary higher than one full pay grade above the level of the vacant job in question.

16.5.

If, in the course of a workforce adjustment, an affected employee is offered and accepts a position at another CBC location, the Corporation will provide the following financial assistance with respect to the move:

- a house-hunting trip of up to five (5) days for the employee and spouse;
- cost of removal of household effects to the new location;
- cost of transportation for employee and family to the new location.

The total of the above assistance will not exceed ten thousand dollars (\$10,000).

16.6

The chair of the management side of the National Joint Committee may be someone other

than the Director of Management Services (Corporate Human Resources).

ARTICLE 17 TECHNOLOGICAL CHANGE

17.1.

Technological change, for the purposes of this Collective Agreement, means

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

17.2.

Both parties recognize the overall advantages of advances in technology. Therefore, they will encourage and promote the use of new technology and improvements in the Corporation's operations.

17.3.

Where the Corporation proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of twenty-five (25) employees, then it shall give notice to the Association at least one hundred and twenty (120) days prior to the date on which the technological change is to be effected.

17.3.1.

The notice referred to in 17.3. shall be in writing and shall state:

- (a) the nature of the technological change and the rationale for it;
- (b) the date on which the Corporation proposes to effect the technological change;
- (c) the approximate number and type, and, as they become available, the names and titles of employees likely to be affected by the technological change;

- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

17.4.

After notice is given under 17.3., the Corporation agrees to discuss with the Association options to assist affected employees to adjust to the effects of the technological change, including training, reassignment and relocation.

17.4.1.

When, as a result of technological change, the Corporation determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Corporation will make every reasonable effort to provide the necessary training at no cost to the employee.

17.5.

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

ARTICLE 18 ORGANIZATION OF WORK

18.1.

The parties recognize that employees covered by this Agreement, by virtue of their role in the organization, are responsible for understanding the scope of their jobs and organizing their work in an efficient and effective manner and to manage their work schedule in conjunction with their manager..

18.2.

Each employee is expected to organize his time, his work days and days of rest, in order to complete his assignments within a maximum of forty (40) hours per week, averaged on a quarterly basis.

Existing practices which involved a shorter work week will continue. The normal "schedule", formal or informal, for employees will include two (2) consecutive days of rest per week. When a situation requires that the work schedules be modified on a temporary or permanent basis, in order to address issues relating to extra time worked beyond regular work week (which may include authorized work on a day off) the employee and their manager will reach an appropriate work and compensatory arrangement.

However the parties agree that the other compensatory mechanisms provided in this Article are all based on work in excess of forty hours per week.

Documents used to record time worked will be completed accurately by each employee.

18.2.1.

The parties recognize that certain operations require, and have put in place, arrangements whereby employees are assigned to be “on call”, and agree that these practices may continue. It is understood that the hours and/or days during which employees are “on call” are appropriately recognized by the various arrangements in place and do not count as time worked for the purposes of this Article.

18.3.

Notwithstanding that the provisions of Article 18.2 above describe a normal level of fair and equitable treatment while allowing employees and the Corporation the flexibility necessary to respond to fluctuations in workload, the parties recognize that significant short term deviations from this norm could have undesirable effects on employees. Therefore the following terms and conditions are set out to provide recourse for both employees and their supervisors in managing extreme situations.

18.3.1.

If the operational requirement forces the employee to exceed the normal hours of work set out in 18.2. above for a period of four weeks, excluding statutory holidays which are dealt with in 18.4. below, the employee may bring the circumstances to the attention of his superior. The superior will review the situation and, if necessary, take one or more of the following steps to bring the workload more closely in line with agreed norms:

- (a) modify the assignment;
- (b) provide coaching, training or other support;
- (c) assign additional resources.

In addition, with respect to any hours worked which are not dealt with under 18.4. below, the superior will ensure that agreed norms are respected by:

- (d) providing equivalent time off; or

- (e) providing additional compensation 50% of at the rate of (1.5) hours' pay for each hour worked in excess of 520 in the quarter. The hourly rate to be used for this purpose will be based on the employee's normal work week;
- (f) or providing a combination of d) and e) above.

18.3.2.

Management will endeavour to schedule any time off granted under Article 18.3.1. (d) or (f) above, at a mutually convenient time. However, in the event that agreement cannot be reached, management retains the right to schedule time off owed in a manner consistent with operational requirements. The maximum amount of time off in lieu that may be carried over from one fiscal year to the next is ten (10) days, unless more is mutually agreed upon.

18.4.

When an employee is authorized to work on a statutory holiday, he/she will be paid at the time-and-one-half rate for each hour worked, with a minimum credit of four hours.

ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE

19.1. **Purpose**

The purpose of the grievance procedure is to ensure that grievances arising out of the interpretation, application, administration or alleged contravention of this Agreement are dealt with in an orderly and expeditious manner.

It is hereby agreed between the parties that in the event of a disagreement resulting from the application of disciplinary measures by the Corporation such as but not limited to reprimand, suspension, dismissal such a disagreement may be the subject of a grievance.

19.2. **Step 1**

19.2.1.

The parties encourage employees and their immediate supervisors to attempt to resolve complaints through discussion and mutual accommodation. A complaint must be brought to the attention of the immediate superior by the employee(s) involved within two (2) weeks of the event giving rise to the complaint or of the employee's(s') becoming aware of the circumstances.

19.2.2.

The employee(s) and the immediate superior will attempt to resolve the matter within one (1) week following the lodging of the complaint.

19.3. **Step 2**

19.3.1.

Should the matter not be resolved at (Step 1), the employee(s) may, with the support and approval of the Association, and within one (1) week following the completion of 0 (Step 1), submit a written grievance to the Department Head (or the next higher level of management if the Department Head was involved at (Step 1)). The grievance will be submitted in the prescribed format as outlined in Appendix "B" herein and a copy will be submitted to the Network Human Resources Service. The Department Head will provide a written response to the employee(s) within two (2) weeks following receipt of the grievance and a copy will be provided to the Association at that time.

19.4. **Step 3**

19.4.1.

Should the matter not be resolved at (Step 2), it may be referred by the Association to the National Grievance Committee by written notice to the Direction of the Network Human Resources Service, with a copy to the Department Head. Such referral must be made within two (2) weeks following receipt of the reply at (Step 2).

19.4.2.

The National Grievance Committee shall be comprised of the President of the Association, or designate, along with one other Association representative, and the representative of the Corporation, or designate, and one other management representative. Either party may invite additional representatives to any meeting, based on the material to be discussed.

19.4.3.

The Committee will meet on a monthly basis, unless otherwise agreed to, in an attempt to resolve all grievances that have been referred to it. A grievance may be dealt with at up to two (2) Committee meetings unless otherwise agreed to. A written response to each grievance will be provided to the Association within one (1) week following the Committee meeting and a copy of the response will be provided to the employee(s) involved.

19.4.4.

Should either party to this agreement wish to submit a grievance alleging violation of this agreement by the other party or anyone acting on behalf of the other party, it may do so by submitting a written notice to this effect to the National Grievance Committee within two (2) weeks following the circumstances giving rise to the grievance or of the grieving party becoming aware of such circumstances. The Committee will then deal with the grievance in the same manner as it deals with grievances referred to it at 19.4. (Step 3).

19.5. Step 4

19.5.1.

Should the matter not be resolved at (Step 3), then either party may refer the grievance to arbitration by written notice to this effect to the other party within two (2) weeks following the final reply at (Step 3). The parties shall attempt to agree upon the name of an arbitrator within one (1) week following receipt of the referral to arbitration, failing which the party seeking arbitration must, within a further one (1) week period, request the Minister of Labour to appoint a arbitrator. Once the arbitrator is known, the party seeking arbitration must, within one (1) week, send a copy of the grievance to the arbitrator and the other party.

19.5.2.

The arbitrator, in rendering a decision shall not in any way amend, modify, add to, or subtract from the provisions contained in this collective agreement.

19.6. Cost of Arbitration

19.6.1.

The cost and expenses of the arbitrator shall be borne equally by the Corporation and the Association.

19.6.2.

Neither party will be required to share the cost of a stenographic transcript or simultaneous interpretation without its express consent.

19.7. Time Limits

19.7.1.

The time limits outlined in the grievance and arbitration procedure are mandatory but may be extended by agreement of the parties.

ARTICLE 20
CONSULTATIVE COMMITTEE on STAFF BENEFITS

20.1.

The Association of Professionals and Supervisors will sit as a voting member of the Consultative Committee on Staff Benefits with all the rights and obligations which this role implies.

ARTICLE 21
REPRESENTATION

21.1.

The Association will notify the designated Corporate Industrial and Talent Relations Representatives of any change in the names of its national and local officers and representatives. Similarly, the Association's local organization will advise the local Officer in Charge of Industrial and Talent Relations of any change in the names of its local officers and representatives. No employee shall act or be recognized as acting on behalf of the Association in dealing with the Corporation, nationally or locally, until such notification is given.

21.2.

The Corporation will notify the Association of the names of its officers responsible for Industrial Relations or their designated delegate(s).

ARTICLE 22
EFFECTIVE DATE AND DURATION

22.1.

Unless notice is given to the contrary, this Agreement shall be effective the first Monday of the first two-week pay period following ratification and shall remain in force until June 30, 2005.

COLLECTIVE AGREEMENT

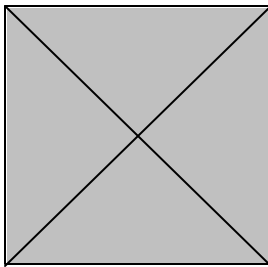
between

THE CANADIAN BROADCASTING CORPORATION

and

THE ASSOCIATION OF PROFESSIONALS AND SUPERVISORS

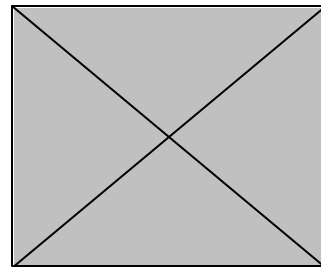
Signed this 20 day of March, 2002 in Montréal, Québec.



FOR THE CORPORATION

Serge Laverdière

Ian Henry



FOR THE ASSOCIATION

Stephen Moore

Roger Chartrand

Mario Poudrier

Claude Beausoleil

THE CANADIAN BROADCASTING CORPORATION

Robert Rabinovitch
President and CEO

George C.B. Smith
Senior Vice-President
Human Resources and Organization

Johanne Charbonneau
Vice-President and
Chief Financial Officer

Harold Redekopp
Vice-President – English Television

Alex Frame
Vice-President – English Radio

Michèle Fortin
Vice-President – French Television

Sylvain Lafrance
Vice-President – French Radio

APPENDIX A - EMPLOYMENT CONTRACT

Between:

The Canadian Broadcasting Corporation,
(address)
(hereinafter referred to as "the CBC")

and:

(name of employee)
(address)
(hereinafter referred to as "the Employee")

WHEREAS the CBC wishes to engage the services of the Employee in the capacity of **(job title: _____)** in its **(title of department: _____)**.

And WHEREAS the CBC and the Employee (hereinafter individually referred to as "the Party" and collectively referred to as "the Parties") have reached an agreement (hereinafter referred to as "the Agreement") with respect to the terms and conditions under which the Employee agrees to provide the services described herein;

Now, THEREFORE, in consideration of these premises and of the mutual obligations hereby assumed by the CBC and the Employee, the Parties agree as follows:

1. Duties of the Employee

The services provided by the Employee shall be those generally described in the job description in Appendix "A" attached hereto and forming part hereof. The Parties recognize that job descriptions are general in nature and that, as a supervisor or professional, the Employee will be expected, when deemed necessary by the CBC, to perform such incidental or related tasks as may be required to complete assignments, even though such tasks might not be specifically detailed in Appendix "A". The Employee's services will be performed under the direction and to the satisfaction of the **(title of superior: _____)**, or authorized delegate.

2. Term of the Agreement

This Agreement commences on (month/day/ year :____/____/____) and concludes on (month/day/ year :____/____/____), unless terminated in accordance with clauses 13 or 14 herein.

3. Representation by the Association of Professionals and Supervisors

The Employee performing the work in accordance with this Agreement falls within the jurisdiction of the Association of Professionals and Supervisors (hereinafter referred to as the "APS"). Therefore, the terms and conditions of this Agreement are governed by the collective agreement now in force between the CBC and the APS and by any extension or renewal of such collective agreement and are therefore subject to review in accordance with said he collective agreement. The Employee may or may not join the APS at his (her) discretion, but the APS dues will be deducted from his (her) wages at the rate determined from time to time by the APS.

It is further agreed that the contents of this Agreement shall not be arbitrated and that any arbitration shall defer to the contents of the applicable collective agreement between the CBC and APS.

4. Remuneration

The CBC shall pay the Employee a total base fee of (dollar amount expressed in words and numbers) per

annum in equal bi-weekly installments for the term of the Agreement.

If the term of this Agreement is one year or longer, the Employee is eligible for consideration under the Management Compensation Program. This review may be conducted, at the discretion of the CBC, either as part of the general Management Compensation Program or, at some other time during the life of the Agreement or, at the latest, at the time of renewal, if the Agreement is being renewed. It is agreed that in the case of multi-year agreements, fees shall be subject to review in each year of said agreement unless specifically negotiated otherwise. If a salary review is conducted at the time of contract renewal, any adjustment to the base fee will take effect at the beginning of the new contract term.

For the purposes of the Management Compensation Program, this Employee will be treated as Management Band Group (**MB/PC**: -).

The Employee may be entitled to other forms of remuneration such as commission or incentive payments, special forms of bonus, or other additional remuneration. If this is the case, the additional remuneration, and the relevant terms and conditions, will be described in an attached Appendix "B", forming part hereof.

The Employee accepts this base fee, the associated benefits described in clauses 5 and 7 below, and any applicable additional remuneration described in Appendix "B", as compensation in full for all services performed under this Agreement.

5. Benefits

The Employee will participate in the CBC insurance and benefit program on the same basis as staff APS employees. In the case of mandatory insurance and benefits, costs will be apportioned and paid on the same basis as applies to staff APS employees. Also, as is the case with staff APS employees, the Employee may participate in the full range of CBC optional insurance plans. Under the by-laws governing the CBC Employee Pension Plan, contract employees cannot participate in the CBC Employee Pension Plan.

In lieu of the CBC pension plan contribution and for all other benefits, CBC will pay the Employee an amount equal to 12.5% of the base salary. This amount will be paid in equal bi-weekly installments coincident with payments of the base salary.

The Employee may, at his/her option, participate in the CBC Employee Group Registered Retirement Savings Plan.

6. Deductions

The fees payable herein shall represent payment in full for all of the Employee's services as described herein and shall be subject to deductions as may be required by law, including Income Tax, Employment Insurance and Canada Pension Plan, and any deductions CBC may be required to make in accordance with the terms of the collective agreement in force between the CBC and the APS.

7. Vacation and Other Forms of Leave

If the term of this Agreement is one (1) year or longer, the Employee is entitled to paid vacation according to the schedule provided in CBC Human Resources Policy, Annual Leave. For the purposes of that policy, the Employee will be treated in accordance with the salary grouping specified in clause 4 above. The Employee must use his/her vacation entitlement during the term of the Agreement. Unused vacation time may not be carried forward to any subsequent contract without the specific approval of the component Vice-President, or authorized delegate.

If the term of this Agreement is less than one (1) year, the Employee is entitled to a pro rata share of the vacation provided for in Human Resources Policy, Annual Leave. The Employee must use his/her vacation

entitlement during the term of the Agreement. Unused vacation time may not be carried forward

to any subsequent contract without the specific approval of the component Vice-President, or authorized delegate.

Notwithstanding the foregoing, should operational requirements preclude the Employee's ability to use his/her allotted vacation, upon the approval of the CBC, the Employee may receive the cash equivalent of any unused vacation at the end of the term of this Agreement.

Should this Agreement be concluded prematurely in accordance with either clause 13 or 14 below, the vacation entitlement will be reduced by the ratio of time not worked to the length of the Agreement. This reduced entitlement will be compared to the amount of vacation (if any) actually taken, and the balance will either be paid to, or recovered from the Employee.

The Employee is entitled to paid time off for the statutory holidays listed in Human Resources Policy, Holidays. If the Employee is assigned to work on any of those holidays then he/she is entitled to compensation as provided for in the collective agreement between the CBC and the APS.

The Employee is also entitled to benefit from CBC policies regarding Short Term Disability, Special Leave, Maternity, Paternity and Child Care Leave, and Leave of Absence Without Pay, providing, in each case, that the Employee meets the criteria of the relevant policy.

8. Other Working Conditions

All terms and conditions of employment for the Employee, other than those specifically noted in this Agreement, are to be found in either or both of the CBC Human Resources Policies that pertain to contract employees and the collective agreement between the CBC and the APS. In case of a conflict between the rights and obligations of the parties in the policies and the collective agreement, the CBC/APS collective agreement shall prevail.

9. Rules and Regulations

The Employee will be guided at all times in the performance of his/her duties by relevant CBC policies including but not limited to the CBC Code of Conduct and , if applicable, the Journalistic Policy, relevant copies of which have either been provided to the Employee or are readily accessible and it shall be the Employee's responsibility to ensure that he/she has obtained such policies and agreements.

10. CBC Equipment

The Employee is responsible for the custody and care of any CBC equipment, software or other materials which he/she uses in the course of providing services under this Agreement. The Employee will not remove, nor permit to be removed from CBC offices, any such equipment, software or materials, without first obtaining written consent from the (title of superior), or authorized delegate .

11. Rights

The CBC shall own and hold exclusively, and in perpetuity, all rights existing now, or in the future, of every kind and character and whether now known or unknown, in and to the services performed pursuant to this Agreement and any and all products and results thereof, including software, and proceeds therefrom. All such rights shall vest in the CBC immediately and shall remain vested in the CBC whether this Agreement expires in its normal course or is terminated by either Party as provided for herein.

12. Renewal and Non-renewal

If the term of this Agreement is less than one year, or, if the term is for one year or more but this is the first contract between the CBC and this Employee, the CBC must provide the Employee no less than fifteen (15)

calendar days' notice of its intention either to renew the Agreement or to allow it to lapse. In all other circumstances, the CBC must notify the Employee, in writing, regarding its intention either to renew the Agreement or allow it to lapse. Such written notification must be given in accordance with the following schedule:

- ◆ more than one (1) year and up to three (3) years' service - sixty (60) calendar days prior to the expiry of the Agreement;
- ◆ more than three (3) years and up to ten (10) years' service - ninety (90) calendar days prior to the expiry of the Agreement;
- ◆ more than ten (10) years' service - one hundred and eighty (180) calendar days prior to the expiry of the Agreement.

If the CBC wishes to allow the Agreement to lapse but has failed to comply with the above schedule in a timely manner, then the Agreement is automatically extended by the number of calendar days necessary to accommodate the timely giving of notice. Alternatively, at the option of the Employee, the CBC may pay the Employee, at the end of the term of the Agreement, compensation for the number of calendar days by which the given notice was insufficient, computed pro-rata at the rate of base pay in clause 4 above.

Upon receiving notice from the CBC of its intention to renew the Agreement, the Employee must, within fourteen (14) calendar days, indicate his/her intention to renew or allow the Agreement to lapse. Should both Parties wish to renew the Agreement, but be unable to agree on terms and conditions, the Agreement will lapse at its expiry date without the requirement for any further notice by either Party to the other, provided that the original notices were given in a timely manner.

13. Resignation

Should the Employee wish to resign voluntarily from the service of the CBC and thereby terminate this Agreement prematurely, he/she will provide the CBC with written notice of this intention according to the following schedule:

in the first year of contractual employment with the CBC, two (2) weeks' notice; in the second and subsequent years of contractual employment with the CBC, four (4) weeks' notice.

14. Termination

The CBC may terminate this Agreement prior to its date of expiry, without cause, on the giving of fourteen (14) calendar days' written notice provided that, at the date of the giving of notice, the Employee has not completed one (1) full year of contractual service with the CBC.

If the Employee has completed one (1) full year or more of continuous contractual service with the CBC, then the CBC may only terminate the Agreement prior to its date of expiry if it has cause to do so. By way of illustration but not limitation, the CBC may terminate this Agreement immediately if it determines that the Employee has conducted himself/herself in a manner which damages the good name and reputation of the CBC or violates the CBC Code of Conduct.

In the event that CBC terminates this Agreement during its term as a result of budget reductions or changes in its operating plans which result in a lack of work for the Employee, the provisions of Policy II "Workforce Adjustment" included in the collective agreement CBC/APS (see, will apply and the employee will be considered as a regular employee for the purpose of the "Notice to employees (Appendix A, 2.1.2 c) of this policy".

When terminating this Agreement under the provisions of this clause, the CBC will pay the employee up to, and including the day of termination, and the Employee accepts such payment as payment in full for all

services rendered under the terms of this Agreement.

15. Notice

Any notice pursuant to this Agreement shall be in writing and shall be delivered by hand or by prepaid registered mail to the respective addresses set out below:

- (a) To the CBC: (title of supervisor)
(dept)
Canadian Broadcasting Corporation
(address)
(city), (province) (postal code)
- (b) To the Employee: (name)
(address)

Written notices delivered in the above manner are deemed received on the date delivered.

16. Entire Agreement

This Agreement embodies the entire agreement between the Parties with regard to the matters dealt with herein and no understanding or agreement, oral and/or otherwise, exists between the Parties except as expressed herein.

17. Interpretation

This Agreement shall be interpreted according to the laws of the Province of (**province name:** _____) and no modification of it shall be valid without the written consent of the Parties hereto.

18. Acknowledgment

Each party acknowledges that it/he has read the Agreement in its entirety, understands the content, and further acknowledges that he/she is signing this Agreement voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SIGNED this _____ day of (month _____, year _____) in the City of _____ in the Province of _____ .

FOR THE CBC:

THE EMPLOYEE:

(name, title)

Date:

Date:

(name, title)

Date:

WITNESS:

WITNESS:

APPENDIX B

Grief / Grievance

Lieu et no du grief / *Location and Grievance No.*

Convention visée / *Agreement involved*

Article(s) visé(s) / Article Number(s) involved

Exposé du grief / Grievance

Chef de service du plaignant:
Grievor's Supervisor:

Le grief a-t-il été porté à l'attention du Chef de service? Oui Non
Has grievance been discussed with Supervisor? Yes No

Par qui? / *By whom?*

TRAITEMENT (à l'usage exclusif du bureau)
PROCESSED (For office use only)

No de la réunion locale / <i>Local meeting no.</i>	Date
Suite / <i>Action</i>	
Deuxième étape / <i>Second step</i>	Date

SIGNATURES

Article 1.1.1

Le délégué / *Representative*

Suite / <i>Action</i>
Nature du grief / <i>Type of grievance</i>

Date

MEMORANDUM OF AGREEMENT

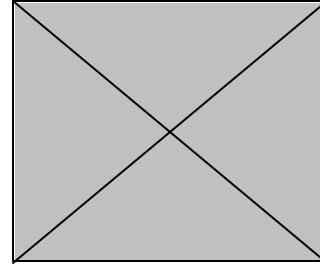
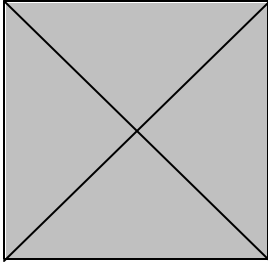
between

THE CANADIAN BROADCASTING CORPORATION

and

THE ASSOCIATION OF PROFESSIONALS AND SUPERVISORS

Signed this 20 day of March, 2002 in Montréal, Québec.



POLICY I
POLICY II
POLICY III

STAFFING
WORKFORCE ADJUSTMENT
APPEAL PROCEDURE FOR EMPLOYEES COVERED BY THE APS/CBC
COLLECTIVE AGREEMENT

FOR THE CORPORATION

FOR THE ASSOCIATION

Serge Laverdière

Stephen Moore

Ian Henry

Roger Chartrand

Mario Poudrier

Claude Beausoleil

- POLICY I - STAFFING

OBJECT

The success of the Canadian Broadcasting Corporation depends largely on its ability to attract, develop and retain the most qualified people to meet both the short and long term objectives of its mandate.

As staffing opportunities occur, the Corporation will give priority to qualified internal candidates. External sources of recruitment will be solicited to the extent needed to ensure a sufficient pool of qualified candidates.

The CBC is committed to equity in employment and programming. In order to improve the reflection of diversity in the employee population, the Corporation commits to developing a pool of qualified candidates that includes members of the designated groups (women, persons with disabilities, aboriginal peoples and members of visible minority groups) specified in the Federal Employment Equity Act.

Whenever external candidates are being considered, preference will be given to a qualified member of one of the designated groups. Reasonable work accommodation will be made to allow the successful candidate to contribute at an optimal level.

APPLICATION

This policy applies to CBC employees under the jurisdiction of the CBC / APS collective agreement . The Corporation respects the provisions of its collective agreements; where these differ from this policy, the provisions of the collective agreements prevail.

PROCEDURES

1. Recruitment

The Corporation will use the following methods of seeking candidates:

a) Posting of Vacant Positions:

Following approval to fill a position, the hiring supervisor, in consultation with Human Resources, will develop a selection profile specifying the qualifications and competencies required of the potential candidate.

The Human Resource department will then inform employees of the available positions through the Job Vacancy Posting System.

b) Reassignment Programs:

Human Resource personnel responsible for reassignment programs will identify and direct, in consultation with line managers, the applications of employees returning from assignments or leave and seeking reintegration.

This process will include employees affected by technological or operational changes, as well as those who must be reassigned for reasons of disability or health. Such employees will be included on the list of candidates for jobs for which they have the qualifications.

c) External Search:

Where internal sources of recruitment do not provide a pool of candidates meeting the requirements of the position, the Corporation may recruit externally. The resulting list of candidates must include names of appropriately qualified designated group members. Such recruitment may involve one or more of the following processes: (See Appendix A for details.)

- (i) Inventories of external applicants.
- (ii) Media advertising. All advertisements placed by significant demand offices must be in both official languages.
- (iii) Consultants or personnel placement agencies.

2. Selection

a) Pre-selection

- (i) Objective selection criteria, based on the skills, experience, qualifications and key behaviours for success, will be established by the hiring supervisor with assistance from Human Resources.

- (ii) All individuals responsible for staffing should ensure that qualified designated group members are placed on the list of candidates to undergo the selection process.
- (iii) Applicants who meet the requirements of the position will be included on the list of candidates who will undergo the selection process. Applicants who do not qualify will be eliminated from the selection process. Internal applicants who are not included should be informed verbally by the hiring supervisor.

b) Selection:

There are three methods to assist the selection process:

(i) Selection committee:

A selection committee may be convened to ensure the fair and equitable selection of the most qualified and suitable candidate. (Other selection processes may be authorised in certain circumstances.)

A selection committee will normally consist of at least two and at most five members, one of whom must be a woman. Ideally, the composition of the selection committee should reflect diversity, especially if any of the applicants are members of the designated groups. (See Appendix A for details.)

Those involved in the selection process will ensure that candidates are provided with reasonable accommodation for the optimal presentation of their qualifications.

(ii) Assessment techniques:

The Human Resource department or the hiring supervisor may recommend the use of appropriate assessment techniques, e.g., written tests, computer tests, audition tapes and/or others, where they will facilitate the selection process.

All applicants should be required to participate in the assessment procedures.

(iii) References:

Two reference checks must be conducted on the top ranking external candidates proposed for selection. The hiring supervisor should obtain references on internal candidates.

3. Appointment

The supervisor will formally offer the position to the successful candidate, informing him/her of the conditions of employment. The supervisor will then notify unsuccessful candidates, with reasons, if requested.

Before confirming a probationary employee in a position, the Human Resource department will ensure that the following conditions of employment are fulfilled:

a) Medical examination:

Medical examinations may be requested at the CBC's expense if bona fide occupational requirements (BFOR) have been established for a particular job.

b) Probationary or trial period:

A probationary period for new employees or a trial period for employees from within the CBC normally should not exceed one year, during which progress is reviewed periodically and assessed by the supervisor. If performance and suitability prove satisfactory, the supervisor may confirm appointment to the position at any time during the period.

If probationary employees fail to meet the required standard of performance or all conditions of employment, they may be released at any time during the probationary period. However, if the probationary employee is a continuing employee, efforts will be made to reassign him/her to an appropriate alternative position if one is available. If reassignment is not possible, alternate measures will be considered.

c) Conflict of Interest: (See HR policy in force).

d) Documents: (See Appendix A of this policy).

- POLICY 1 - STAFFING APPENDIX A

Internal Recruitment

Provisions of the collective agreements and the Corporation's policy on staffing require that CBC employees applying for vacant positions be given the fullest possible consideration and, if qualified, receive priority over outside applicants.

The merit principle will continue to require that the internal candidate who is the best qualified to fulfil the requirements of the position be selected. However, in cases where qualifications are comparable, preference will be given to the qualified candidate belonging to one of the designated groups. Qualified candidates are defined as those who meet all the requirements of the position as evaluated during the selection process.

All internal applications must be acknowledged.

a) Internal Posting:

Vacancies must be posted, using the Job Vacancy Posting System. In the posting of vacancies, any description of the duties and qualifications should be so outlined that members of either sex or any designated group who feel qualified will not be discouraged from applying. The pronoun "he" or "she" should not be used alone in any vacancy posting.

The distribution of such notices on a local, regional or national basis will be in accordance with the terms of the collective agreements and established policies and procedures. Temporary assignments (management, confidential and other) with an expected duration of twelve (12) or more weeks should be posted locally for five (5) working days. Collective agreements will be respected.

External Recruitment

External sources of recruitment will be solicited to the extent needed to ensure a sufficient pool of qualified candidates through the following methods outlined below. In particular, sources of qualified candidates from the designated groups will be consulted:

a) Inventories of External Applicants:

Human Resource personnel providing recruitment assistance will prepare a list of potentially qualified applicants, including previously satisfactorily employed personnel or freelance resources, and any candidates resulting from outside recruitment activities.

b) Media Advertising:

All media advertising will contain the phrase: "The CBC is committed to equity in employment and programming."

The Human Resource department may utilize media advertising in accordance with the established standards for identification of the Corporation (Graphic Standards Manual). Human Resources will ensure that the information contained in the advertisement is consistent with the selection profile developed for the position.

Whenever possible, advertising should also be placed in the media accessed by designated group members.

All media advertisements placed by significant demand offices (See Appendix C) must appear in both official languages, regardless of the working language of the position to be filled. Advertisements will appear in minority language newspapers, where relevant, and/or in majority language publications, in both official languages published side by side.

c) Consultants or Personnel Placement Agencies:

Local Human Resource personnel may authorize the use of consultants or personnel agencies. The firms must be instructed to provide appropriately qualified designated group candidates.

Selection

a) Pre-selection:

Objective selection criteria are based on the skills, competencies, experience and qualifications to do the essential functions of the job. This will be established by the hiring supervisor with assistance from Human Resources. Qualifications or credentials not essential to perform the job will not be part of the selection requirements.

Official Languages:

Pre-selection must ensure that the applicants for bilingual positions have the level of knowledge of the two official languages required to perform their duties in accordance with the criteria established for the position (Corporate policy in force).

b) Selection Committee:

The function of a selection committee is to assess candidates who meet the basic requirements of the selection profile.

The committee should include a Human Resource representative and be chaired by the hiring supervisor. If a Human Resource representative is not included on the committee, Human Resources must be consulted beforehand about the composition of the committee, appropriate questions, and applicable legislation. Additional members of the committee should be appointed based on their knowledge of the position to be filled. The chair retains the final decision on selection, consistent with delegated authority. The other members have an advisory role and will make a recommendation as to the suitable and qualified candidate.

A selection committee will normally consist of at least two and at most five members, one of whom must be a woman. Ideally, the composition of the selection committee should reflect diversity, especially if any of the applicants are members of the designated groups.

Those involved in the selection process will ensure that candidates are provided with reasonable accommodation for the optimal presentation of their qualifications.

The assessment of qualifications depends on the judgment of the supervisor, test results and other criteria which may assist in the selection process.

c) Documents:

Each candidate selected for employment must provide, as requested at the time of hiring, documents and/or information required by the Corporation for its management and operational purposes.

The Local Human Resource department will ensure the observance of legislation governing the employment of non-Canadian citizens (Immigration Act).

Unsuccessful candidates may request reasons why they were not selected. If they are not satisfied with the supervisor's explanation, they may contact the Human Resource department, which maintains full and complete documentation related to any staffing activity for at least eighteen (18) months. This period of time safeguards documentation in recognition of rights outlined in the Canadian Human Rights Act whereby candidates may file complaints up to one year after an activity has taken place. If a Human Rights complaint is investigated, all records must be made available.

d) Appointment:

The Human Resource department will ensure that provisions of federal and provincial legislations and the CBC's policies, practices and collective agreements are respected.

- POLICY II - WORKFORCE ADJUSTMENT

OBJECT

As an employer, the CBC is committed to fair and equitable employment practices. In the event of a workforce adjustment, it will make every effort to minimise the impact on its employees.

"Workforce Adjustment" is a term used to describe the process by which the CBC reduces the size of its workforce. Workforce adjustments can be the result of a number of different events or activities, including externally imposed budgetary reductions, productivity improvement initiatives, changes in programming strategy or technological evolution.

The CBC recognizes that any significant reduction in the workforce is stressful, not only for the employees directly affected, but also for their supervisors and co-workers. To that end, CBC will provide special support throughout the process. This support, usually provided under the umbrella of "career transition services" will generally include job search assistance for the directly affected employees.

APPLICATION

This policy applies to all CBC employees whose job functions are redistributed or eliminated, as well as those who are subsequently displaced as a direct result of the redistribution or elimination of those functions.

PROCEDURES

1. When it becomes known that an event or an initiative is likely to result in a workforce adjustment, plans should be developed which have the dual goal of maximizing business efficiencies and minimizing the negative effects on employees.
2. Special attention should be devoted to the communication requirements or opportunities inherent in the event or initiative. A communication strategy should be developed which meets the needs of all interested stakeholders and provides complete and factual information.
3. Plans for managing the event or initiative, including plans for the related workforce adjustment, will be submitted to, and approved by whatever level of authority would normally approve business plans of such relevant magnitude.

4. Any workforce adjustment of a size sufficient to warrant notice to the Minister of Labour, must be approved by the President and CEO.
5. Lay-off of employees covered by collective agreements is governed by the terms and conditions of the applicable collective agreement(s). With respect to any relevant issues not specifically referred to in the collective agreement(s), Appendix "A" of this policy will apply.
6. Workforce adjustment committees must be created at the bcal and national levels. When employees governed by collective agreements are affected, the membership will include representatives of both Management and APS. The committees' role is to manage the process and minimize the adverse effects of the workforce adjustment on individuals affected.

WORKFORCE ADJUSTMENT POLICY

Table of Contents - Appendix A

<u>SECTION TITLE</u>	<u>PAGE</u>
2.1.1. Authority	41
2.1.2. Notices	41
a) to Minister	
b) to Employee Representatives	
c) to Employees	
d) Notices and Communications	
2.1.3. Workforce Adjustment Committees	43
a) Local Joint Committees	
b) National Joint Committees	
2.1.4. Career Transition Services	44
2.1.5. Definitions	44
a) Regular employee	
b) Reassignment	
c) Downgrading	
d) Lay-off	
e) Preferential Re-engagement	
2.1.6. Reassignment	45
a) Trial/Familiarization Periods	
b) Salary Treatment	
2.1.7. Downgrading	45
a) Trial/Familiarization Periods	
b) Salary Treatment on Downgrading	
c) Priority Considerations	

Workforce Adjustment Policy

Table of Contents – Appendix A

Appendix A (continued)

<u>SECTION TITLE</u>	<u>PAGE</u>
2.1.8. Temporary Assignments	45
a) Salary Treatment	
2.1.9. Separation Procedures	46
a) Lay-off Pay	
b) Leave	
c) Benefit Plans	
d) Pay	
e) Return of CBC Property	
f) Interest-free Loans	
2.1.10. Preferential Re-engagement	49
a) Laid-off employees	
b) Salary Treatment	
c) Trial/Familiarization Periods	
d) Corporate Seniority	
e) CBC Pension Plan	
f) Leave	

- POLICY II -
WORKFORCE ADJUSTMENT PROCEDURES FOR APS STAFF
APPENDIX A

2.1.1. AUTHORITY

A workforce adjustment must be approved by the Head of the component involved. Any workforce adjustment which is the subject of notice to the Minister of Labour (see Notice below) must be approved by the President and CEO.

2.1.2. NOTICES

a) Notice to Minister

The regulations of the Canada Labour Code, Part III, provide that in the event that fifty or more employees are to be laid-off within a particular industrial establishment, either simultaneously or within a period not exceeding four weeks, a notice to the Minister of Labour must be sent sixteen weeks before the date of termination of the employment of employees. A copy of such notice must also be given to the Department of Employment and to any bargaining agent whose members are affected. In those cases where the employees are not represented, the notice must be posted in a conspicuous place in the establishment. The notice to the Minister will be given by the President and CEO, or an officer specifically designated by the President and CEO.

b) Notice to Employee Representatives

Notice will be given to any association whose members are affected, irrespective of the number to be laid-off, if required by the terms of the particular protocol.

c) Notice to Employees

Using information provided by the appropriate level of management, Human Resource specialists will prepare appropriate notices or letters which will be given to employees who occupy redundant jobs and/or who are to be transferred, downgraded, released, or laid-off.

- APS employees who have been confirmed in their jobs and who are affected by workforce adjustment, will receive in writing three months' notice of their impending lay-off. In some cases, employees may receive pay in lieu of all or part of this notice. During this period of paid notice, the Corporation will make every effort to reassign these employees. Employees on paid notice will have maximum flexibility to pursue internal and external employment opportunities, job search assistance, training, or any other activity which could improve their chances of achieving a successful career transition.

- Employees on Leave of Absence, Medical Leave, Maternity Leave, Child Care Leave or Absence due to Industrial Accident, will be notified that their position has been declared redundant at the same time as other employees receiving similar notices. When these employees become available to return to work, the three month notice period will begin as detailed in the paragraph above.
- Term (re: temporary) employees with 3 months of continuous service will be given at least 2 weeks notice. Employees with less than 3 continuous months of service will receive 3 working days notice.
- A new employee on probation is to be given one month's written notice when possible and then released, not laid-off. However, the notice cannot extend the individual's period of employment past the end of the probationary period. In this case, payment in lieu of notice should be made.
- The CBC may exercise its rights to terminate individual employee contracts in accordance with the terms and conditions of each contract.
- If vacation schedules are affected by the lay-off, any employees concerned must be advised in writing of the change to their vacation period.

Employees in federally regulated organizations are entitled to receive, in their subsequent notice, information outlining their: vacation, benefits, wages, lay-off pay and any other benefits and pay due to the termination of their employment.

d) Notices and Communications

The Communications Department will issue all staff newsletter and press releases giving the background, necessity, scope and timing of the lay-off. However, press releases are **NOT** to be made before the employees actually affected have had a reasonable opportunity to receive personal notification.

2.1.3. WORKFORCE ADJUSTMENT COMMITTEES

a) Local Joint Committees

Local Joint Workforce Adjustment Committees will be established under the direction of the Human Resource Manager/Director at each location where APS employees are affected.

The local joint committee(s) will administer the reassignment and preferential re-engagement processes in accordance with corporate policy and will consider the following:

- Future needs of the location
- qualifications
- reassignment opportunities at the location
- relocation possibilities
- preferential re-engagement (of previously laid-off employees)

The committee will report any particular situation requiring further review to the appropriate National Joint Committee. If the local Workforce Adjustment Committee identifies reassignment opportunities at other locations for its affected employees, it may seek the assistance of the appropriate National Joint Committee to facilitate the solution.

b) National Joint Committees

A National Joint Committee(s) will be established under the direction of the Director of Management Services (Corporate Human Resources) with any association whose members are affected by Workforce Adjustment. Members will review and ratify the work of Local Joint Committees and resolve problems reaching the national level, particularly issues relating to inter-regional reassignment.

The Corporate Workforce Adjustment Committee will remain in place until the re-engagement period has concluded.

Note : Issues that are not resolved at the Corporate Workforce Adjustment Committee will be directed to the Senior Strategy Committee chaired by the Senior Vice-President, Resources. This committee will make final decisions on issues submitted to it.

2.1.4. CAREER TRANSITION SERVICES

The CBC recognizes that it makes good business sense to provide some form of career transition assistance when it forces individuals or groups of employees to leave its employment. The types of services offered will depend on the size, complexity and potential impact of the particular workforce adjustment.

Career transition services cannot be exchanged for cash.

2.1.5 DEFINITIONS

a) Regular employee

Regular full or part-time employees are individuals employed by the CBC on an indeterminate basis i.e. their period of employment has no specific end date.

b) Reassignment

The placement, of a regular employee occupying a redundant position, into a position, within the same affiliation, for which he/she is qualified. The position must be at the same level as the employee's actual redundant position. The normal posting procedures are waived.

c) Downgrading

The placement of a regular employee occupying a redundant position, into lower-rated position, within the same affiliation, for which he/she is qualified. This is accepted in lieu of being laid-off.

d) Lay-off

The separation from the Corporation of employees occupying positions which have been declared redundant and who either cannot be reassigned or downgraded, or have refused available reassignments or downgrades.

e) Preferential Re-engagement

The hiring within 12 months of a regular employee who has been laid-off, into a position in the same affiliation for which he/she is qualified.

2.1.6. REASSIGNMENT

a) Trial/Familiarization Periods

APS employees who have been reassigned to another APS position requiring different occupational skills will undergo a trial/familiarization period for three months which may be extended to six months if deemed appropriate.

b) Salary Treatment

There will not be any change in salary for employees reassigned as a result of workforce adjustment.

2.1.7. DOWNGRADING

a) Trial/Familiarization Periods

Employees who are in positions declared redundant may agree to be downgraded to positions for which they are qualified, in lieu of being laid-off. There will be no trial/familiarization period.

b) Salary Treatment

APS employees who are downgraded as a result of a workforce adjustment, and who have a salary above the standard of the new group, will have their salary status identified as controlled salary. If their current salary is lower than the salary standard for the position to which they are being downgraded, there will be no change in salary.

c) Priority Considerations

For one year following the date of their downgrading, downgraded employees will be given priority over employees not affected by workforce adjustment, in the filling of positions of the same level as their former job, for which they are qualified.

2.1.8. TEMPORARY ASSIGNMENTS

Whenever possible, affected employees should be considered, on a priority basis, for any temporary, contractual or casual assignments if they meet the requirements/qualifications of the position.

For the duration of these temporary, contractual or casual assignments, affected employees will maintain their regular status and lay-off will be deferred until such time as the assignment is terminated and no other alternate assignment is found, or no regular position is available for which the affected employee qualifies.

a) Salary Treatment

If the salary of the affected employee is within the normal salary range for the temporary, contractual or casual assignment, there will be no change in salary.

If the salary of the affected employee is above the normal range for the temporary, contractual or casual assignment, it will be reduced to the top of the appropriate salary range. If the employee does not agree to the salary reduction, the alternative is lay-off.

2.1.9. SEPARATION PROCEDURES

a) Lay-Off Pay

Employees being laid-off will receive, in a lump sum, one week's pay for each 4 months of service, or major portions thereof with the Corporation, to a maximum of 78 weeks. In the event that an employee is laid-off for a second or subsequent time, the amount of lay-off pay shall be one week's pay for each four months of service following return from the previous lay-off.

Note: Severance Pay (see H.R. in force) is not available to laid-off employees.

b) Leave

i) Lay-Off

Accumulated and current annual leave is to be paid up to the date of lay-off.

Short-term disability of sick leave credits accumulated as of the last complete month of service are maintained on the record for 12 months in the case the laid-off employee is re-engaged in accordance with preferential re-engagement described in the following section.

c) Benefit Plans

i) Life Insurance

The coverage under :

- Basic Life Insurance
- Optional Life Insurance
- Reducing Term Life Insurance
- Dependant Life Insurance – for spousal coverage only

May be converted to an individual policy without medical evidence of insurability, provided application is made within 31 days of termination of employment. During the 31 day period, coverage continues, whether or not the employee applies for conversion.

ii) Other Insurance

All benefit coverage for the following ceases on the last day of employment:

- Voluntary Accidental Death & Dismemberment Insurance and Travel Assistance Plan
- Supplementary Health Care Plan
- Dental Care Plan
- Long Term Disability Insurance
- Travel Accident Insurance

iii) CBC Pension Plan

Pension contributions and pensionable service will terminate on lay-off. An employee to be laid-off must elect the option available to him/her under the conditions of the Plan.

iv) Hospital/Medical Plans

Where applicable, arrangements will be locally to issue a certificate of payment to the appropriate hospital/medical plans.

It is the individual employee's responsibility to make arrangements to continue coverage in accordance with the provisions of the appropriate provincial plan.

d) Pay

i) Final payment/Lay-off pay

The final payment up to and including the effective date of the lay-off will include payment for outstanding annual leave credits and any other amounts owing. Provided there is no change in the employee's status just prior to the lay-off, the final payments will be made on the last day of work or shortly thereafter.

ii) Record of Employment (Unemployment Insurance Certificate)

The Record of Employment (ROE) will be prepared by the National Payment Centre and, provided there is no change in status just prior to lay-off, will be sent to the employee on the last day of work or shortly thereafter.

e) Return of CBC Property

Employees whose employment with the Corporation has ended, must return to their supervisor their CBC identification card and key(s). Telephone calling card(s), and/or any other corporate credit card(s) will be cancelled. Work-related equipment provided by the Corporation for personal use off premises such as computers and modems, cellular phones, pagers, fax machines, TV sets, VCRs, telephones, etc., must be returned to the Corporation. It is also the responsibility of supervisors to ensure that access to CBC electronic mail, or any other communication or information systems is immediately discontinued.

Supervisors must also ensure that the following areas are advised immediately following the departure of employees:

- Travel advance, outstanding claims and/or standing travel
Corporate travel cards;
- Finance and Administration Corporate travel card(s);
- Security ID cards, access to buildings;
- I.T. electronic mail, communication and information systems;
- Telecommunications telephones (including cellular phones),
calling cards;
- Health Centre if applicable.

Supervisors will find the checklist attached as Appendix C a useful tool for ensuring all the above activities are completed.

NOTE: Employees retiring from regular (permanent) service with the Corporation, will be issued special 'retiree' identification cards.

Employees leaving the Corporation after 25 years of contract service may be issued special 'retiree' identification cards.

f) Interest-free loans

Any employees who are being laid-off and who owe money to the Corporation as a result of having been granted an interest-free loan, must repay all monies owing before receiving their final separation pay.

2.1.10. PREFERENTIAL RE-ENGAGEMENT

a) Laid-off Employees

Before hiring from outside, the Corporation will consider the qualifications and experience of laid-off employees. To qualify for preferential re-engagement, an employee must have been employed in the same affiliation as the available vacancy and must not have been laid-off for longer than 12 months. Preferential re-engagement shall normally relate to the location in which the lay-off occurred but, should work become available at another CBC location, the Corporation shall offer such employment to laid-off employees where they may be required to report at their own expense.

b) Salary Treatment

If an APS employee is re-engaged in a position for which the salary range is the same as the range of the position occupied prior to lay-off, she/he will be granted the same salary as she/he had prior to lay-off, taking into account any intervening general wage increases.

If an APS employee is re-engaged in a position for which the salary range is lower than the range of the position occupied prior to lay-off, the salary will be determined in the same manner as provided for in "« salary treatment on downgrading », section 2.1.7. (b), above.

c) Trial/Familiarization Period

APS employees who have been re-engaged to an APS position requiring different occupational skills will undergo a trial/familiarization period for three months which may be extended to six months if deemed appropriate.

d) Corporation_Seniority

If an employee is re-engaged within 12 months, their Corporation seniority will continue unbroken.

If the employee returns after 12 months have elapsed, Corporation seniority will start accumulating again as of the date of re-engagement.

e) CBC Pension Plan

If re-engaged within 12 months an employee may elect to reinstate pensionable service. Re-payment of pension benefits may be required depending on the situation.

f) Leave

Leave credits will be given for the month in which the employee is re-engaged to work if the employee works 10 or more days.

**- POLICY II -
WORKFORCE ADJUSTMENT
APPENDIX B**

CHECK LIST – SEPARATION

Name : _____

Identification number : _____

Date of leave: _____

Reason of leave: _____

Address and telephone number (residence):

Needed from employee:

ARTICLES	RECEIVED	CANCELLED	SOLD
Identification cards			
Keys			
Last time card			
Parking permit			
CBC cards : Travel card Bell Canada Purchase card (VISA)			
Equipment Computer Fax Cellular phone Pager TV VCR			

TO ADVISE (if needed):

Security (identification card, access to building)

Finance & Administration
(outstanding claim, credit cards (travel), purchase card)

Information technology
(access to electronic mail, communication systems)

Telecommunications
(telephones, electronic telephone directory, calling card)

Health Centre

Human Resources

- Canada/Québec bonds Deduct : _____ Cancel _____
- Donations Deduct : _____ Cancel _____
- Other (Loan with no interest) Deduct : _____

SUPERVISOR'S NAME: _____

SIGNATURE: _____

- POLICY III -
APPEAL PROCEDURE FOR EMPLOYEES COVERED BY THE APS/CBC
COLLECTIVE AGREEMENT

OBJECT

The CBC and the Association of Professionals and Supervisors are committed to ensuring that the legitimate concerns of employees receive full and fair consideration. Employees may appeal the actions or decision of their supervisors if these appear to be consistent with Corporation policy and practice or unreasonable in the particular context, and affect their working conditions adversely and unfairly.

All appeals will be reviewed thoroughly and objectively in accordance with the procedure outlined below. During the process every reasonable effort will be made to safeguard confidentiality. No employee will suffer adverse treatment as a result of exercising this right of appeal. No appeal may be lodged without the consent of the affected employee.

The Appeal Procedure has both an informal and a formal stage. The formal stage may not be pursued without the consent and involvement of the Association.

Also, the National Committee may agree to modify the Appeal Procedure to ensure it is suitable for the issue to be addressed.

Step 1 – Informal Appeal:

Within one week of learning of an action or decision which he/she wishes to appeal, the employee will discuss the matter with his/her supervisor in an attempts to achieve resolution. If agreement cannot be reached in this manner, an Association representative may seek to discuss the matter with the supervisor who may involve a representative of the Human Resource Department.

Step 2 – Formal Appeal:

Should there be no resolution at the informal stage, the employee may, within two weeks following the last effort at informal appeal, file a request for redress with the department head (or next higher level of management if the department head was involved in the informal stage). Within two weeks of receiving the request, this officer will review the situation, discuss it with the Association and indicate what action, if any, he/she considers to be appropriate under the circumstances.

If the employee and the Association still consider the matter to be unresolved they will, within one week, refer the matter to the senior line officer of the component, who must be at least of vice-presidential rank. This officer will, in consultation with the Vice-President, Human Resources, review the matter with the Association and then render a final decision within two weeks of being seized of the matter.