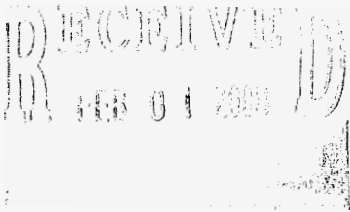


# Canadian Broadcasting Corporation

And

## Association of Professionals and Supervisors (APS)



## Collective Agreement 2005-2008

Has to be voted by participating  
members of the Association

All changes are presented in bold characters so  
that the integration to the existing text is made  
easy to read.

**ARTICLE I**  
**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.

**1a.**

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 **represented by the Association**, and to the Corporation.

**2.2.**

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

**2.3.**

**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, **the bargaining unit includes:**

*"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."*

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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 **CBC / Radio-Canada (APS)**.

**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 **CBC / Radio-Canada** and includes any person authorized to exercise the authority of **CBC / Radio-Canada**.

**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 **Article 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 **employment 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 to this Agreement are the Association of Professionals and Supervisors of **CBC / Radio-Canada (APS)** (the “Association”) and **CBC / Radio-Canada** (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. Each party agrees to use information received during these processes with discretion and to be sensitive to the other party’s needs and concerns.

**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 (the “National Joint Committee”).

**5.2.1.**

- a) Regular National Joint Committee meetings will be held where information can be shared and typical issues discussed including **but not limited to** grievances and other labour relations activity or initiatives which may impact the Association and/or its members.
- 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 the Corporation’s Executive Management.
- d) Prior to commencing annual salary review research, the parties 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 this Agreement.

**5.2.2.**

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.

### **5.3.**

The joint committees may discuss a wide range of issues of mutual concern and interest, including but not limited to 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 Agreement. Terms and conditions of employment can be found in legislation, and in Corporation policies which do not form part of this 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. At the earliest **practical** stage before implementing changes to a relevant Human Resources policy, the Corporation will fully and openly discuss changes with the Association, whether or not the change is within the Corporation's control.

#### **5.3.1.**

Subject to Article **5.3.2.**, the **Association** may grieve and refer to **arbitration** the **Corporation's application** of its Human Resources policies.

#### **5.3.2.**

In the adjudication of any grievance brought in connection with a Human Resources policy which does not form part of this Agreement, the arbitrator's jurisdiction will be limited to determining whether the Corporation, in its application of the policy, has acted in bad faith, or in a discriminatory or arbitrary manner.

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 **his** 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.**

**No** later than the 15th of each month, the Corporation will forward to the Association an electronic file showing **employees'** names, employee numbers, amounts deducted, title and band level of the position as well as the region where the **employee's** position is located, for all those **employees** 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. **Approval will be subject to operational considerations, but will not be unreasonably withheld.** Where the Corporation has given approval, the Association will ensure that these activities will not interfere with operations.

**7.3.**

**The Association will not use** Corporation facilities, such as internal mail distribution, electronic mail systems, telephones, fax machines or duplicating equipment to communicate with employees.

## **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 permanent, contractual **and** temporary **employee**.

### **8.1.2.**

**Where it intends to abolish or exclude from the bargaining unit an existing bargaining unit position, the Corporation will, in advance of such abolition or exclusion, provide verbal or written notice of same to the Association.**

### **8.2.**

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.**

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

ARTICLE 9  
**RELEASE FOR UNION ACTIVITIES**

**9.1.**

Subject to operational requirements, the Corporation will grant a leave of absence without pay for a reasonable period of time not exceeding three (3) months to any employee duly authorized to represent the Association, in order for the employee to attend executive committee meetings and/or other union activities. Requests for leave under this Article 9.1 must be submitted in writing or by electronic mail to the appropriate Industrial and Talent Relations department at least seven (7) working days prior to the date(s) for which the leave is requested.

**9.1.1.**

The Corporation will maintain the salary of an employee who is granted leave without pay in accordance with Article 9.1. 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 **appropriate** Industrial and Talent Relations department. The Corporation may fill the position vacated during the period of absence.

**9.2.1.**

Request for leave under Article 9.2 must be submitted in writing or by electronic mail to the **appropriate** Industrial and Talent Relations department at least one (1) month prior to the commencement of the leave. **Such leave will not constitute an interruption of service.**

**During the employee's absence, the Corporation will continue to provide the employee's salary and benefits to which the employee is entitled. To recover the cost of the employee's absence, the Corporation will deduct on a bi-weekly or monthly basis, from the remittance of Association dues to**

the National Office of the Association, an amount equivalent to the employee's gross salary, as well as the Corporation's share of benefit costs, 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.

#### **9.2.2.**

Where, during the employee's absence, the employee's position with the Corporation has been reclassified, the employee will be entitled, as at the effective date of the reclassification, to any salary increases associated with the reclassification. In addition, the employee will be entitled to any pay band adjustments that are independent of employee performance. Any salary increases provided to the employee under this Article **9.2.2.** will be deducted from the Association's dues, in the manner set out under Article **9.2.1.**

#### **9.2.3.**

Further, when, under the performance review and appraisal process, a supervisor assesses the work of an employee who has returned to his position following a leave of absence under this Article **9.2.**, the supervisor will consider the employee's positive contribution to the Corporation, inherent in the employee's industrial relations work.

#### **9.2.4.**

Periods of absence under this Article 9 will count as service with the Corporation. Providing the absence does not exceed four (**4**) years, employees granted leave under this Article 9 will return to their former position or a similar one where the former position has been abolished or substantially redefined.

#### **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 negotiation 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 Joint Committee meetings or negotiations. Requests for releases under this Article 9.3. must be submitted in writing or by electronic mail to the employee's supervisor with a copy to the appropriate Industrial and Talent Relations representative at least 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. **When identifying training requirements and allocating training funds, the Corporation will consider not only the Corporation's operating objectives, but also the development and performance objectives of employees.**

**11.2.**

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 **National Joint Committee.**

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 information on its business plans and, consistent with Article 10, feedback on the employee's performance. Additionally, to assist employees in making decisions about **their** futures, the Corporation will, **subject to cost and operational considerations**, provide to an employee, **upon request**, specialized **counselling** in individual career planning and assessment.

ARTICLE 13  
**POSTING OF VACANCIES**

**13.1.**

When positions within the bargaining unit are to be filled, the Corporation commits to following the established staffing procedures, specifically those described in Human Resources Policy **2-2-1 (Staffing)**. The parties agree that Human Resources Policy **2-2-1 (Staffing)** exceptionally forms part of this 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. 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 on the basis **either** of **permanent** 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 **set out** in Appendix A to this Agreement (the "**Employment Contract**"). **The Employment Contract forms part of this Agreement.**

**14.2.1.**

**Except where the term or condition of employment is expressly addressed in the Employment Contract or where otherwise provided in this Agreement,** the parties **agree** that all contract employees are subject to and will benefit from the provisions of this Agreement. Further, the Corporation commits to providing the Association with copies of all **Employment Contracts**, with the exception of any which contain specific clauses which restrict **the Corporation's** ability to disclose the terms and conditions for legitimate business reasons.

**14.2.2.**

Except by agreement between the Corporation and the Association, an employee engaged under an Employment Contract will have the same rights under Article 18 of this Agreement, including but not limited to the same regular work week, as a permanent employee in the same position.

ARTICLE 15  
**OUTSOURCING**

**15.1.**

Where it considers the outsourcing of a function or activity which involves employees covered by this Agreement, the Corporation commits to consulting with the Association at the earliest appropriate stage of the process. In addition, where a function or activity which involves employees covered by this Agreement **is** to be outsourced, the Corporation will, in the vendor selection process, inquire about the vendor's willingness and ability to engage employees impacted by the outsourcing. The Corporation will, where appropriate, encourage the selected vendor to consider employing bargaining unit employees impacted **by** the outsourcing.

The provisions of Article 16 of this Agreement apply to permanent employees whose positions are eliminated as a result of outsourcing.

ARTICLE 16  
**WORKFORCE ADJUSTMENT AND LAYOFF**

**16.1.**

The parties agree that Policy II - Workforce Adjustment, and Appendices A and B thereto, exceptionally form part of this Agreement. The parties further agree that Policy II - Workforce Adjustment, and its Appendices **A** and **B** are clarified and/or modified by the provisions outlined 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 the Corporation intends to retain a more junior employee, the Corporation will, prior to issuing the redundancy notice in question, provide notice to the Association of its intention. Upon request, the Corporation will provide the Association information, in writing, concerning the skills and abilities that were considered.

**16.1.2.**

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

**16.1.3.**

A Workforce Adjustment Committee may be established at the local or national level, as appropriate. The parties' obligation to schedule a Workforce Adjustment Committee meeting is triggered by the Corporation's provision of the redundancy notice under Article 16.1.2.

**16.2.**

If, in the opinion of the Workforce Adjustment Committee, a permanent employee affected by the workforce adjustment is qualified in terms of skills and

X  
already  
existed

abilities to perform the duties of a job occupied by a probationary employee, the affected **permanent** employee will be offered the position. Should the affected **permanent** 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, a **permanent** employee affected by the workforce adjustment is qualified in terms of skills and abilities, to perform the duties of a job occupied by a temporary **employee**, the affected **permanent** employee will be offered the temporary assignment. Should the affected **permanent** employee accept the temporary assignment, the **temporary** employee will be displaced.

**16.4.**

If no position at the current salary grade is available, the Corporation, through the Workforce Adjustment Committee, will offer an affected **permanent** 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 **permanent** 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: **and**
- cost of transportation for employee and family to the new location.

**Except by agreement of the parties**, 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 Directors of **Industrial and Talent Relations**.

ARTICLE 17  
**TECHNOLOGICAL CHANGE**

**17.1.1.**

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 **it** proposes to effect a technological change that **is** likely to affect the terms and conditions or security of employment of twenty-five (25) **or more** employees, **the Corporation** 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; **and**

(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 **supervisor**.

**18.2.**

**Employees are** expected to organize **their** time, work days and days of rest, in order to complete **their** assignments within a maximum of forty (40) hours per week, averaged on a quarterly (**13 week**) basis.

Existing practices which involve a work week of **36.25 hours** will continue. The normal schedule for **all** employees will include two (2) consecutive days of rest per week. **All hours worked from 471.25 to a maximum of 520 hours in a quarter will be compensated at straight time or equivalent time off. All hours worked in excess of 520 hours per quarter will be compensated at the rate of 1.5 hours' pay or equivalent time off.**

**Employees must accurately complete the** documents used to record time worked.

**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**.

**18.3.**

40 hrs per week  
new  
time

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 **an** operational requirement forces **an** employee to exceed the normal hours of work set out in **Article 18.2.** for a period of four weeks, excluding statutory holidays which are dealt with in **Article 18.4.**, the employee may bring the circumstances to the attention of his **supervisor**. The **supervisor** 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 **Article 18.4.**, the **supervisor** will ensure that agreed norms are respected by:

- (d) providing equivalent time off **within or after the averaging period:**
- (e) providing additional compensation **at** the rate of 1.5 hours' pay for each hour worked in excess of 520 hours in the quarter. The hourly rate to be used for this purpose will be based on the employee's normal work week; **or**
- (9) 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 **required** to work on a statutory holiday, he will be paid at the time-and-one-half rate for each hour worked, with a minimum credit of four hours.

### **18.5.**



When an employee is required to work past midnight and before 7 am, he will be compensated at a rate of 15% of his hourly rate for each hour worked during those hours. The parties understand that this premium will not be pyramided with other compensation, including but not limited to basic salary, overtime and on call pay.

## 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. The parties' common goal is to promote mutual respect in the workplace, effective dispute resolution and good labour relations. To accomplish this, the parties will give prompt attention to complaints and disputes and will, prior to the filing of a grievance, endeavour to settle all differences at the level of management and union representation closest to the employee concerned.

### **19.2. Discipline**

#### **19.2.1.**

Any disciplinary measure imposed on an employee may be the subject of a grievance. The Corporation's Human Resources policy on Discipline, which does not form part of this Agreement, applies to the extent not circumscribed under this Article 19.2.

#### **19.2.2.**

At each stage of the disciplinary process, including during a disciplinary interview as well as where discipline is imposed, the employee will be fully informed of the facts relied on by the Corporation at that stage. At the employee's request, the Association will also be so informed.

### **19.3. Complaint**

#### **19.3.1.**

Where an employee or group of employees has a complaint that arises out of the interpretation, application, administration or alleged violation of this Agreement, the employee or group of employees and the immediate supervisor(s) will attempt to resolve the complaint through discussion and mutual understanding. Employees must advise their immediate supervisor of their complaints under this Article **19.3.1.** within ten (10) working days of the event giving rise to the complaint or knowledge thereof.

#### **19.3.2.**

The employee(s) and the immediate supervisor will attempt to resolve the complaint within five (5) working days following the lodging of the complaint under Article **19.3.1.**

#### **19.3.3.**

Notwithstanding the parties' mutual intention that complaints under this Article **19.3** be resolved through informal means, an employee may notify the Association of such a complaint and may, for the purposes of meeting with his immediate supervisor, request to be accompanied by an Association representative.

Where an employee can not or prefers not to approach his immediate supervisor directly with a complaint under this Article **19.3**, the employee and/or the Association may instead attempt to resolve the complaint with the supervisor's manager and/or the appropriate local Human Resources representative, within the time lines set out under Article **19.3.1.** and Article **19.3.2.**

### **19.4. Step 1**

#### **19.4.1.**

Where a complaint is not resolved under Article **19.3**, the employee(s) may, with the support and approval of the Association, submit a written grievance to his / their manager. The grievance must be submitted, in the prescribed format as outlined in Appendix B to this Agreement, within five (5) working days following unsuccessful resolution of the complaint under Article **19.3**. A copy of the grievance must be submitted to the local Human Resources representative.

Within twenty (20) calendar days of the filing of a grievance at Step **1**, the parties will meet in a sincere effort to resolve the grievance at a local level. Participants in the grievance meeting will include a representative of the Association and the appropriate local Human Resources

representative and may include the relevant supervisor or supervisor's manager and the grievor.

## **19.5. Step 2**

### **19.5.1.**

Where the grievance is not resolved at Step 1 the Association will request, not later than twenty (20) calendar days following the meeting described at Article 19.4.1., that the grievance be discussed at the next scheduled National Joint Committee meeting. The Association's request must be provided in writing to the Director of Industrial Relations, with a copy to the appropriate Department Head.

### **19.5.2.**

Following discussion of the grievance at the National Joint Committee, the Corporation must provide the Association a written response to the grievance, with a copy of the response to the grievor(s).

A grievance may be dealt with at up to two (2) National Joint Committee meetings unless the parties agree otherwise.

### **19.5.3.**

By mutual agreement, either party may invite to National Joint Committee meetings, individuals who have particular knowledge or information that could assist in the resolution of a grievance.

## **19.6.**

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, the party may do so in writing to the National Joint Committee within two (2) weeks following the circumstances giving rise to the grievance or knowledge thereof. The National Joint Committee will deal with the grievance in the manner described at Articles **19.5.2.** and **19.5.3.**

## **19.7. Employee's Lay-off or Discharge from Employment**

In the case of an employee's lay-off or discharge from employment, the matter may be referred directly to Step 2 of the grievance procedure as provided in Article 19.5. The grievance must be submitted in writing within ten (10) working days of the occurrence on which the grievance is based.

## **19.8. Arbitration**

### **19.8.1.**

Should the matter not be resolved at Step **2**, either party may refer the grievance to arbitration by written notice to the other party within ten (10) working days following the final reply at Step **2**. Within ten (10) working days following receipt of the referral to arbitration, the parties shall attempt to agree on the name of an arbitrator, failing which the party seeking arbitration must, within a further five (5) working day period, request the Minister of Labour to appoint an arbitrator. Once the arbitrator is determined, the party seeking arbitration must, within five (5) working days, send a copy of the grievance to the arbitrator and **to** the other party.

**19.8.2.**

In rendering a decision, the arbitrator shall not in any way amend, modify, add to, or delete any provision contained in this Agreement.

**19.8.3.**

When **a grievance** that has not otherwise settled has not been referred to **arbitration** within one year of disposition at Step **2**, the grievance shall be deemed withdrawn and the matter closed.

**19.9. Cost of Arbitration**

**19.9.1.**

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

**19.9.2.**

Except by express consent, neither party will be required to share the cost of a stenographic transcript or simultaneous interpretation.

**19.10. Time Limits**

The time limits outlined in the grievance and arbitration procedure under **this Article 19** 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 **inherent to** this role.

ARTICLE 21  
**REPRESENTATION**

**21.1.**

The Association will notify the designated 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 appropriate local Industrial and Talent Relations representative 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 Industrial **and Talent** Relations representatives.

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 **bi-weekly** pay period following ratification and shall remain in force until June 30, **2008**.

**LETTER OF UNDERSTANDING  
LONG SERVICE GRATUITY**

The Corporation's Human Resources policy on Departure (Policy 2-2-12) was recently revised.

With respect to employees' entitlement to the Long Service Gratuity, the Association accepts the policy revisions that now apply to management and confidential employees, except that each applicable effective date for Association bargaining unit members is July 1, 2005.

The policy changes recognize both the Corporation's need to manage the rising costs of doing business and the contribution current long service employees have made to the Corporation.

For greater detail, see the Procedures on Departure: Policy 2-2-12.

This Letter of Understanding does not form part of the Collective Agreement.

For the Association:

Date:

\_\_\_\_\_  
Mario Poudrier

\_\_\_\_\_



For the Corporation:

Date:

---

Karen Tobin

**LETTER OF UNDERSTANDING  
RELEASE FOR UNION ACTIVITIES**

[A Letter of Understanding will be drafted by the parties to address the details of an employee's benefits where the employee is granted a long-term leave without pay to work on a full-time basis for the Association.]

**LETTER OF UNDERSTANDING  
ARTICLE 18 –ORGANIZATIONOF WORK**



The Corporation and the Association agree that, as at the date of ratification of the Collective Agreement, the issue of on call duty, currently addressed under Article 18.2.1. of the Collective Agreement, remains outstanding.

The issue of on call duty will therefore be addressed and resolved through the National Joint Committee, The resolution at which the parties arrive through the National Joint Committee will replace Article 18.2.1. and will have the same force and effect as a provision of the Collective Agreement.

For the Association:

Date:

\_\_\_\_\_  
Mario Poudrier

\_\_\_\_\_

For the Corporation:

Date:

\_\_\_\_\_  
Karen Tobin

\_\_\_\_\_

**LETTER OF UNDERSTANDING  
NIGHT SHIFT PREMIUM**

Article 18.4.1. of the Collective Agreement was negotiated to provide a night shift premium to the Association's bargaining unit members.

In recognition of the administrative constraints associated with the implementation of this premium, the Corporation and the Association agree to delay the implementation of Article 18.4.1. for six months from the date of ratification of the Collective Agreement and the premium will not apply retroactively.

For the Association:

Date:

\_\_\_\_\_  
Mario Poudrier

\_\_\_\_\_

For the Corporation:

Date:

\_\_\_\_\_  
Karen Tobin

\_\_\_\_\_

  
... on 1st/06.

**LETTER OF UNDERSTANDING  
NATIONAL JOINT COMMITTEE**

Consistent with Article 5.2.1.(a) of the Collective Agreement between the Association and the Corporation, the parties agree that, upon the Association's request, questions regarding an employee's status will be fully and openly discussed at the National Joint Committee.

This Letter of Understanding does not form part of the Collective Agreement.

For the Association:

Date:

\_\_\_\_\_  
Mario Poudrier

\_\_\_\_\_

For the Corporation:

Date:

\_\_\_\_\_  
Karen Tobin

\_\_\_\_\_

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## APPENDIX A - EMPLOYMENT CONTRACT

<b>CBC  Radio-Canada</b>	Date of Issue	Contract Number
<b>BETWEEN:</b>	<b>AND:</b>	
<b>Employee's Name and Address</b> (the "Employee")	CBC / Radio-Canada (the "CBC")	
<b>Position:</b>	<b>Contract Type:</b> APS Contract	
<b>Department:</b>		
<b>Start Date:</b>	<b>End Date:</b>	

The parties to this agreement between the Employee and the CBC (the "Contract") acknowledge and agree as follows:

### 1. Duties of the Employee

The services provided by the Employee shall be those generally described in the job description provided to the Employee and forming part of this Contract. The parties to this Contract (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 the job description. The Employee's services will be performed under the direction and to the satisfaction of the **(title of superior: \_\_\_\_\_)**, or authorized delegate.

### 2. Representation by the Association of Professionals and Supervisors

The Employee performing the work in accordance with this Contract falls within the jurisdiction of the Association of Professionals and Supervisors (the "APS"). Except to the extent this Contract addresses the particular term or condition of employment (including but not limited to the termination of employment), the Employee's terms and conditions of employment are governed by the collective agreement now in force between the CBC and the APS (the "Collective Agreement") and by any extension or renewal thereof and are subject to review in accordance with the Collective Agreement. The Employee may or may not join the APS at his/her discretion; **regardless**, the APS dues will be deducted from his/her wages at the rate determined from time to time by the APS.

Where the APS refers to arbitration any grievance related to the Employee's terms and conditions of employment, the arbitrator shall defer to the contents of the Collective Agreement, except where the term or condition of employment (including but not limited to the termination of employment) is expressly addressed under this Contract. The arbitrator's decision on a grievance under this clause 2 will not result in any amendment(s) to this Contract.

### 3. Remuneration

**As compensation in full for the rights and services described in this Contract, the CBC shall pay the Employee as follows, in bi-weekly installments:**

Payment table. This table sets out the details of the Employee's remuneration, including base salary. 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 this table or additional clause under the Contract.

If the term of this Contract 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 Contract or, at the latest, at the time of renewal, if the Contract is being renewed. It is agreed that in the case of multi-year contracts, fees shall be subject to review in each year of the Contract unless the Parties specifically negotiate 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 accepts the remuneration set out above, and the associated benefits described in clauses 4 and 6 below, and any further entitlements set out in a relevant **CBC Human Resource policy and/or the Collective Agreement**, as compensation in full for all services performed under this Contract.

### 4. Benefits

Where eligible, the Employee is entitled to participate in Term Staff Benefits. The Employee must participate in basic coverage, which includes Basic Life, the Supplementary Health Care Plan, the Dental Plan and Short and Long Term Disability. The Employee can also elect to participate in the CBC's Optional

Insurance Plans. The Employee must pay the premiums for all benefits described in this clause 4 herein.

The Employee is not eligible to participate in the CBC Pension Plan. In lieu of the CBC Pension Plan contribution and for all other benefits, the CBC will pay the Employee an amount equal to 12.5% of his/her 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.

## **5. Deductions**

The remuneration payable under this Contract 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 Pension Plan legislation, and any deductions the CBC may be required to make in accordance with the terms of the Collective Agreement.

## **6. Vacation and Other Forms of Leave**

If the term of this Contract is one (1) year or longer, the Employee *is* entitled to paid vacation according to the schedule provided in the 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 3 above. The Employee must use his/her vacation entitlement during the term of the Contract. Unused vacation time cannot be carried forward to any subsequent contract without the specific approval of the component Vice-president, or authorized delegate.

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

upon the Parties' agreement, the cash equivalent of any unused vacation at the end of the term of this Contract.

Should this Contract be terminated in accordance with clause 11 or 12 below, the vacation entitlement will be reduced by the ratio of time not worked to the length of the Contract. 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 the CBC Human Resources Policy, Holidays. If the Employee is assigned to work on any of those holidays, he/she is entitled to compensation as provided for in the CBC Human Resources Policy, Holidays.

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.

## **7. Other Working Conditions**

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

## **8. 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. It is the Employee's responsibility to ensure that he/she has obtained such policies and agreements.

## **9. 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 Contract. 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.

Upon non-renewal or termination of this Contract for any reason, the Employee will promptly return to the CBC any CBC equipment the Employee has in his/her possession.

## **10. 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 Contract 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 Contract expires in its normal course or is terminated by either party as provided for herein.

## **11. Renewal, Non-renewal or Termination of Contract**

### **(a) *Just Cause Termination***

Where it has just cause to do so, the CBC may terminate this Contract prior to its date of expiry, with no notice or termination pay to the Employee. By way of illustration but not limitation, the CBC may have just cause to terminate this Contract without notice where the Employee has conducted himself/herself in a manner which damages the good name and reputation of the CBC or where the Employee has violated the CBC Code of Conduct.

### **(b) *Employee's Contract or Service is less than One(1) Year***

If the term of this Contract is less than one (1) year or the Employee's continuous service with the **CBC** is less than one (1) year, the **CBC** must provide the Employee no less than fifteen (15) calendar days' written notice of its intention to renew the Contract, to allow the Contract to lapse (i.e. a non-renewal), or to terminate the Contract, without cause, during its term. An employee provided notice under this clause 11(b) is entitled neither to any payments under clause 11(d) nor to any rights under Article 16 of the Collective Agreement (including but not limited to any rights under the **CBC's** Workforce Adjustment Policy).

(c) ***Employee's Contract or Service is more than One(1) Year***

(i) *More than One(1) Year but Less than Three (3) Years*

Where the Employee has more than one year but fewer than three years of continuous service with the **CBC**, the **CBC** must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee sixty (60) calendar days prior to the expiry of the Contract. Where it chooses to terminate the Contract without cause **during its term**, the **CBC** must provide the Employee ninety (90) calendar days' written notice.

(ii) *More than Three (3) Years*

Where the Employee has more than three years' but less than ten (10) years' continuous service with the **CBC**, the **CBC** must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee ninety (90) calendar days prior to the expiry of the Contract. Where it chooses to terminate the Contract without cause **during its term**, the **CBC** must provide the Employee one hundred and twenty (120) calendar days' written notice.

(iii) *More than Ten(10) Years*

Where the Employee has more than ten (10) years' continuous service with the **CBC**, the **CBC** must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee one hundred and twenty (120) calendar days prior to the

expiry of the Contract. Where it chooses to terminate the Contract without cause **during its term**, the CBC must provide the Employee one hundred and eighty (180) calendar days' written notice.

An employee provided notice under this clause 11(c) is entitled neither to any payments under clause 11(d) nor to any rights under Article 16 of the Collective Agreement (including but not limited to any rights under the CBC's Workforce Adjustment Policy).

(d) ***Employee with More than Three (3) Years' Continuous Service: Budget Reductions and/or Lack of Work***

Where, as a result of budget reductions or changes in its operating plans which result in a lack of work for the Employee, the CBC terminates this Contract during its term or chooses not to renew the Contract AND the Employee has three (3) or more years' continuous service with the CBC, the Employee shall be entitled to the following: three (3) months' written notice of termination or non-renewal of the Contract, plus one week's pay for each four (4) months of service with the CBC (or major portion thereof), to a maximum of seventy-eight (78) weeks ("termination pay").

An employee provided notice under this clause 11(d) is entitled neither to any other notice set out under this clause 11 nor to any other rights under Article 16 of the Collective Agreement (including but not limited to any further rights under the CBC's Workforce Adjustment Policy).

(e) ***Failure to Provide Timely Notice***

If the CBC wishes to allow the Contract to lapse but has failed to comply with the applicable schedule in a timely manner, then the Contract 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 Contract, 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 3 above.

Upon receiving notice from the CBC of its intention to renew the Contract, the Employee must, within fourteen (14) calendar days, indicate his/her intention to renew or allow the Contract to lapse. Should the Parties wish to renew the Contract, but be unable to agree on terms and conditions, the Contract 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.

**(f) Payments**

The payments described in this clause 11 above are in addition to any remuneration and vacation leave earned and accrued to the date of termination. The Employee will accept such payments as full and final payment for all services rendered under the terms of this Contract.

**12. Resignation**

Should the Employee wish to resign voluntarily from the service of the CBC and thereby terminate this Contract prior to its designated expiry date, 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.

**13. Notice**

Any notice pursuant to this Contract 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)  
CBC / Radio-Canada  
(address)
- (b) To the Employee: (name)  
(address)

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

**14. Full force and effect**

**In the event that any provision of this Contract is deemed void or invalid by a court of competent jurisdiction, the remaining provisions or part shall be and remain in full force and effect.**

**15. Interpretation**

This Contract shall be interpreted according to the *Canada Labour Code* and the laws of Canada.

**16. Entire Agreement**

This Contract embodies the entire agreement between the parties with regard to the matters dealt with herein and no understanding or agreements, oral and/or otherwise, exist between the Parties except as expressed herein. No modification to this Contract shall be valid without the written consent of both Parties.

**17. Acknowledgement**

CBC/Radio-Canada		EMPLOYEE	
	Date		Date

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✓