

SOURCE	60.		
EFF.	87	06	17
TERM.	88	11	22
No. OF EMPLOYEES	545		
NOMBRE D'EMPLOYÉS	4B		

*Wages 4/1
85-11-28*

AGREEMENT

BETWEEN

CANADIAN BROADCASTING CORPORATION

and

CANADIAN WIRE SERVICE GUILD

LOCAL 213

OF

THE NEWSPAPER GUILD

(AFL-CIO-CLC)

1985-1988

EFFECTIVE JUNE 17, 1987

0396802

OCT 17 1987

Coded 30/11/88 CR

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ARTICLE 1

Definition of Bargaining Unit

1.1

The Corporation recognizes the Guild as the exclusive bargaining agent for all persons employed in the unit as defined by the *Canada* Labour Relations Board in its decisions of May 26, 1952, and May 15, 1953, as modified and amended by the CLRB's decisions of September 23, 1968, of April 17, 1978 and of May 18, 1982.

ARTICLE 2

Definition of Employee

2.1

The term "employee" as used in this Agreement shall mean any person employed in a classification included within the bargaining unit hereinbefore defined and/or within a classification set forth in the Agreement and shall also include any person employed in any classification created which the parties by mutual consent decide to include within the bargaining unit. The Corporation shall notify the Guild of the creation of all new classifications or new job functions to be included within the bargaining unit and/or to be performed in the News Service or in Current Affairs, French Programming, which is the kind of work either normally or presently being performed within the bargaining unit.

2.2

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

2.3

The Corporation shall make no changes in the job specifications relating to the functions, description of duties and relationships of job classifications occupied by employees in the bargaining unit without first discussing *any* such changes with the Guild.

2.3.1

The Corporation recognizes the Guild's right to negotiate rates for new job classifications as well as job classifications whose specifications are altered in such a way as to reflect a material change in their function and responsibilities.

2.4

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

2.5

Failure to mutually agree on any matter contained in 2.3, 2.3.1 or 2.4 shall become the subject of a grievance under this Agreement and shall be referred to a single arbitrator for resolution.

ARTICLE 3

Management Rights

3.1

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

3.2

It is further recognized that to conform with the intent of the Canadian Broadcasting Act, the Corporation has the right and responsibility to determine and effect its own methods and scope of operation, to determine the number of staff required to carry out its operations and to hire them, to initiate action effecting the selection of the work forces, dismissal for proper cause, transfer, promotion, or dismissal of employees from duty because of lack of work, provided that if these are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 4

Union Security - Dues Check-off

4.1

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

4.1.1

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

4.1.2

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

4.2

A cheque covering all said deductions, payable to the Canadian Wire Service Guild, Local 213, of The Newspaper Guild, shall be sent no later than seven (7) calendar days following the end of each biweekly pay period. Dues deducted from supplementary payments made during the calendar month shall be remitted no later than the 15th of the following month.

4.3

The Corporation will, no later than the 15th of the following month, forward to the Guild monthly a statement showing the names of all those in respect of whom deductions have been made and the respective amounts deducted.

4.4

The Corporation shall send to the Guild monthly, by mail, a list which shall contain the following data on each employee: name, classification code, corporation seniority date, Unit seniority date, Social Insurance Number immediately preceding salary anniversary date and present salary.

4.4.1

The Corporation shall send to the Guild once every six (6) months lists which shall contain available data on each employee: name and home address.

4.5

The Corporation, at the local level, shall notify the Guild at the local level (unit chairperson) monthly in writing of:

- a) All the information in Section 4.4 for all new employees (full-time or temporary).
- b) resignations, retirements, deaths and other revisions in the data listed in Section 4.4, and effective dates.

HOURS AND SCHEDULING OF WORK

ARTICLE 5

Work Week and Days Off

5.1

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The work week shall be five (5) days, thirty-seven and one-half (37-1/2) hours, except that where a work week shorter than thirty-seven and one-half (37-1/2) hours has been established by practice, that practice shall continue unless changing circumstances necessitate a departure from the practice. The five (5) days in any work week need not necessarily be consecutive and may be separated by days off. The two (2) days off shall be consecutive and may be in separate work weeks except that the two (2) days off may be separated by legal holiday(s) only when the said holiday(s) is/are scheduled off.

5.2

Subject to Article 5.1, the work day will be as follows:

5.2.1

Toronto, seven and one-half (7-1/2) hours falling within eight (8) consecutive hours;

5.2.2

All other locations seven and one-half (7-1/2) hours falling within eight and one-half (8-1/2) consecutive hours, except for employees performing desk work whose work day will be seven and one-half (7-1/2) hours falling within eight (8) consecutive hours.

ARTICLE 6

Reduced Work Week

6.1

When a regularly scheduled day-off coincides with a holiday as detailed in Article 12, the work week shall be reduced by one-fifth ($1/5$) of thirty-seven and one-half ($37\frac{1}{2}$) hours for each such holiday for those employees not required to work on the holiday. All work performed in excess of the work week thus reduced shall be paid at the overtime rate, with a minimum of seven and one-half ($7\frac{1}{2}$) hours' pay at the rate of time and one-half for each extra shift worked, in addition to the weekly salary.

6.2

Work performed in excess of the work week reduced under the provisions of Article 6.1, at the election of the employee made on the employee's time record, may be taken in time off at the rate of one and one-half ($1\frac{1}{2}$) hours off for each hour worked, with a minimum credit of one and one-half ($1\frac{1}{2}$) days.

ARTICLE 7

Excessive Hours

7.1

The Corporation shall not assign excessive hours of work to employees on a regular basis.

7.2

The normal complement of employees, that is to say, staff sufficient to meet normal workloads, shall be maintained during the vacation period, holidays and days off, and when possible, during absences through sick leave, unless a reasonable reduction in the workload is effected on such occasions.

7.3

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

7.4

In line with the provisions of Article 7.1, 7.2 and 7.3 above, the Corporation agrees to meet and **discuss** with the Guild, **the** minimum number of staff required to perform the workload in a **newsroom**. The number of these national meetings shall not exceed four (4) in any **one** (1) calendar year.

ARTICLE 8

Overtime

8.1

Overtime shall be paid at the time and one-half rate for work performed **beyond** seven and one-half (7-1/2) hours of work in a **day**. It shall be computed to the end of the last quarter hour in which work is performed.

8.1.1

Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty) will be compensated at one-half (1/2) the basic rate, in addition to any other premiums under this agreement. This premium payment will not be made if the employee is notified within the first half of a scheduled tour of duty. This Article will only apply to employees in the bargaining unit performing desk work.

8.2

All work performed by an employee on a scheduled day off shall be paid at the rate of time and one-half, with a minimum of seven and one-half (7-1/2) hours' pay at the time and one-half rate, in addition to regular salary.

8.2.1

when an employee works on both scheduled days off in a work week, all work performed on the **second** scheduled day off shall be paid at double time with a minimum of seven and one-half (7 1/2) hours' pay at the double time rate, in addition to regular salary.

8.2.2

- a) Subject to *making his/her* intention known on his/her time record, an employee may elect to take in each fiscal year a maximum of thirty (30) days leave in lieu of pay for work performed beyond 7-1/2 hours on a regular work day, or for work performed on scheduled days off in accordance with Articles 6.1, 6.2, 8.1, 8.2, 8.2.1, and 8.3. By mutual agreement, the employee may add such time off to annual leave credits or it may be taken at other times. Neither party shall unreasonably withhold consent.
- b) However, the leave credit option applies only to the equivalent of half or full days based on the weekly accumulated work hours of eligibility. Any hours in excess of this eligibility will be paid at the appropriate rate.
- c) In the event these leave credits are not used by February 15 of the fiscal year in which they were earned, or that the employee has not indicated by February 15 when they will be used by the end of that fiscal year, these credits shall be paid for at the rate at which they were originally earned, subject to the provisions of 8.2.2 a).

8.3

All work performed by an employee on a holiday as provided in Article 12.1 shall be paid at the rate of time and one-half, with a minimum of seven and one-half (7-1/2) hours' pay at the time and one-half rate, in addition to regular salary.

8.3.1

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In addition to the provisions of Article 8.3, all overtime worked in excess of 7-1/2 hours on a statutory holiday shall be compensated for at one-half (1/2) times the basic rate, in addition to regular salary and premium.

8.4

4/1
The Corporation shall cause a record of overtime and time off in lieu to be kept. Such record shall be made available to officers of the Guild on request.

8.5

The hourly overtime rate shall be computed from the annual rate in accordance with the following formula:

Hourly Rate -

$$\frac{\text{Annual Basic Salary}}{52.2 \text{ (weeks)} \times 37\text{-}1/2 \text{ (hours per work week)}}$$

8.6

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

8.7

Payment for authorized overtime shall be made monthly at the middle of the month and shall cover the period ending on the second last Sunday in the previous month. Employees are to receive their overtime cheques on or prior to the 15th of each month unless the 15th falls on a holiday or a Saturday or Sunday, in which case cheques shall wherever possible be distributed the work day immediately preceding. It is agreed that when the Corporation changes over to its new payroll system, overtime payments will be made in accordance with this new system, and the provisions of Article 8.7 will no longer apply.

8.7.1

Overtime cheques will be accompanied by a statement providing at least the following information: period for which payment is made, the actual hours worked, the applicable rate, gross amount, deductions, and net amount.

8.8

An employee's time card shall not be changed without prior notification to the employee when such change results in a reduction of the employee's claim.

ARTICLE 9

Call-Back

9.1

Call-back **occurs** when an employee after leaving work **is required** to **report** to **perform** work between shifts, provided that at the **time** of the call, such **work is** expected to be **completed** prior to **the starting** time of the employee's next scheduled shift. **Call-back may be** assigned prior to **or** following **the** completion of the shift on the day in question.

9.2

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An employee called back to work shall be credited with one (1) hour's pay at the basic hourly rate. In addition, the employee shall be paid at the time and one-half (1-1/2) rate, with a minimum of two (2) hours, for actual working time. **All** time paid under **this** Article shall be in addition to **regular** salary.

9.3

An employee whose starting time is advanced and who, as a result of this change in starting time, is required to report for work between midnight and 8:00 a.m., shall receive the call-back penalty payment.

9.4

When the Corporation requires an employee to attend a meeting on a regular day off, or before or after a tour of duty, the employee shall receive compensation in accordance with Articles 8.1, 8.2, 8.2.1, 9.1, 9.2 or 9.3 as applicable.

ARTICLE 10

Turn-Around Period

10.1

No employee shall be scheduled to start a shift within twelve (12) hours after the scheduled completion of the employee's previous Shift, except as provided for in 10.2 and 10.3.

10.2

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

10.3

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

ARTICLE 11

Posting of Schedule

11.1

Schedules of days off and working hours shall be posted not less than two (2) weeks in advance of the week for which they apply, provided the schedules may be changed due to illness of an employee, or serious family illness resulting in special leave. Schedules may also be changed in the event an employee is released, after the schedules have been posted, for authorized Guild activity with pay. Schedules may be further changed in the event of unexpected news developments requiring extraordinary news coverage.

11.1.1

Any other changes in posted days off and working hours may be made only by mutual agreement between the Guild and the Corporation at the local level and with the consent of the employee(s) concerned.

11.2

Except as provided above, and in Article 9.3, hours worked prior to an employee's scheduled starting time shall be paid at the overtime rate.

11.3

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

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ARTICLE 12

Holidays

12.1

The following shall be paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria (Dollard) Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and in the Province of Quebec, St. John the Baptist Day, plus any day duly proclaimed by federal, provincial or municipal authority as a public holiday in the area in which the place of employment is located; provided that in the event of any duly proclaimed by federal, provincial or municipal authority as a public holiday by reason of Christmas Day, New Year's Day, Canada Day or Remembrance Day falling on a Sunday, for the purposes of this Agreement, such Sunday or the day following shall be deemed to be the holiday but not both; and provided further that in the areas where December 27 is proclaimed as a public holiday as detailed above, in addition to December 26, the entitlement to holidays for the purposes of this Agreement shall - at the discretion of the Corporation - be December 25 and 26, or December 26 and 27, but not December 25 and 27.

12.1.1

The Corporation shall declare the following additional holidays if no holidays are declared by either a municipal, provincial, or federal authority;

- when New Year's Day occurs on a Tuesday, December 31st will be declared the additional holiday.
- when New Year's Day occurs on a Thursday, January 2nd will be declared the additional holiday.

12.2

In addition, any other holiday so declared by the Corporation and granted to other staff as a whole either locally or nationally shall also be given to employees covered by this Agreement in the areas affected.

12.3

Holidays granted by the Corporation in accordance with Section 12.2 shall be compensated in time off or paid for on a straight-time basis at the discretion of Management.

12.4

The entitlement to holiday pay and reduction of the work week for overtime pay purposes (Articles 6 and 12) shall be contingent upon the fact that on the day prior to and the day following the holiday, an employee must be:

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

12.4.1

An employee who has worked in the work week concerned may be on authorized absence without pay on the working day following the holiday or on the working day prior to the holiday, but not both, to be entitled to holiday pay and reduction of the work week for overtime pay purposes.

12.5

Any period of time off allowed by the Corporation:

- a) for employee participation in organized recreational activities;
- b) because of inclement weather;
- c) and for any other reason;

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

ARTICLE 13

Job Security

13.1

There shall be no dismissal except for just and sufficient cause. An employee so dismissed shall be entitled to one month's notice in writing or one month's pay in lieu of notice, except that for an employee of less than one (1) year of continuous service, the period of notice or pay in lieu of notice shall be three (3) weeks. The Corporation shall notify the Guild in writing of all dismissals. This notice shall contain the reasons for the employee's dismissal. No recommendations for the dismissal of an employee;; except in the case of gross misconduct, shall take place until the procedures outlined in Article 14.1.1 have been followed.

13.1.1

An employee who resigns from the Corporation may do so in writing with one (1) month's or two (2) weeks' notice as the case may be or such other period as may be mutually agreed between the employee and a supervisor.

13.2

There shall be no dismissal, suspension or disciplinary action taken against any employee as a result of putting this Agreement into effect.

13.3

There shall be no dismissal or other discrimination against an employee because of membership or activity in the Guild. There shall be no interference or attempt to interfere with the internal affairs of the Guild.

13.4

The parties will not discriminate on the grounds of race, nationality, colour, sex, age, marital or parental status, sexual orientation, or religious or political affiliations, provided that such political affiliation is not contrary to the By-laws of the Corporation.

13.5

Employees covered by this Agreement shall not be required to perform secretarial or clerical duties beyond the normal requirements of a radio-TV news operation, but shall be provided with the necessary secretarial or clerical assistance when work of this nature is considered necessary by the Corporation.

13.6

No employee who has completed the probationary period as of the date of execution of this Agreement will be laid-off or suffer a reduction in salary because of the introduction of new or modified equipment and/or consequential changes in methods of operation.

At least 90 days prior to the introduction of new or modified equipment and/or consequential changes in methods of operation which may result in the re-training and/or re-location of employees, the Corporation shall advise and discuss such changes thoroughly with the Guild with a view to avoiding or minimizing its adverse effects. To this end, the parties, will determine at this time the appropriate alternatives available for the employees affected through re-training, re-location, and/or re-assignment within the bargaining unit.

If an employee refuses the alternative determined by the parties above, the employee may be subject to lay-off as provided in Article 19.

The posting requirements of the Agreement shall not apply where employees are re-assigned and/or re-located as provided above.

Employees being re-trained and/or relocated will be subject to a re-training period to be determined by the parties up to a cumulative total of twelve calendar months.

If an employee fails due to his/her own willfull misconduct to successfully complete the training period referred to above, the employee may be subject to lay-off as provided in Article 19.

ARTICLE 14

Expression of Dissatisfaction

14.1

Any expression of dissatisfaction concerning an employee's work or conduct which may be detrimental to the employee's advancement or standing with the Corporation which is not made in accordance with the following procedure shall not become part of the employee's record for use against the employee at any time.

14.1.1

There will be full discussion between an employee and the employee's supervisor and/or other designated management representative(s) regarding any expression of dissatisfaction concerning an employee's work or conduct which may be detrimental to the employee's advancement or standing with the Corporation. An employee may have a Guild representative attend the meeting as an observer. The Corporation shall inform an employee prior to such meeting of the employee's right to have a Guild observer.

14.1.2

Following such discussion, when it is considered necessary, any action that may be taken shall be communicated to the employee with all pertinent details within twenty (20) working days of the discussion. In the case of a dismissal, or suspension without pay, should the 20-day time limit not be possible, it may be extended but not for more than ten (10) working days. The employee and the Guild, at the national level, shall be notified in writing, of the reasons for the delay. No disciplinary action shall be taken until the procedures outlined in 14.1.1 have been followed.

14.1.3

When an employee is given written notice of the expression of dissatisfaction, the employee may make written reply within ten (10) working days of receipt of such notice, and such reply shall become a part of the employee's record.

14.1.4

It is agreed that any such expressions of dissatisfaction made against an employee before the date of this Agreement shall not be used against the employee if such expressions were not brought to the employee's notice and if the employee was not given an opportunity to reply.

14.1.5

Where an expression of dissatisfaction or any other action taken against an employee is found to be unjustified all references to such expression or action shall be removed from the employee's record.

14.2

An employee may review his/her status and pay file at any time in connection with applications made for promotion or transfer, and in cases of discipline. In addition, the employee may review such status and pay file once a year for any reason, in the presence of a supervisor. The employee may also submit for inclusion in the file material relating to the enhancement of the employee's knowledge or skills.

14.3

Any documents which may be detrimental to an employee's advancement or standing within the Corporation will be removed from the personal status file after two years.

14.4

Any written assessment of an employee's work or conduct or any expression of dissatisfaction concerning an employee's work or conduct shall be written in the language in which the employee is required to work (English or French).

ARTICLE 15

Staff Benefits

15.1

The Guild recognizes that the Corporation's retirement regulations apply to employees in the bargaining unit including H.R. Policy no. 6.6. Employees may be employed beyond the retirement age of 65.

15.2

The Corporation will make it possible for retiring employees, at their request, to continue coverage under the CBC's Group Medical and Surgical Plans on the same basis as during their period of employment, depending upon the conditions of the plan involved.

15.3

The corporation agrees that any changes in its staff benefits plans as they affect employees in this bargaining unit shall not be made without the consent of the Guild.

15.4

The Corporation will pay:

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- a) 100% of the provincial Medical/Hospital premiums paid through payroll deductions in those provinces where the premium represents the cost of the Medical/Hospital coverage.
- b) In the remaining provinces, the corporation will pay 50% of the provincial per capita cost of Medical/Hospital coverage.
- c) Additionally, the Corporation will reimburse one hundred percent (100%) of the premiums paid through payroll deduction for the prevailing extended medical and supplementary hospital plans available to employees, except that the Corporation will reimburse one hundred percent (100%) of the premiums which are deducted through payroll for the Supplementary Health Care Plan, Quebec Blue Cross and Atlantic Blue Cross which were in effect prior to January 1st, 1983. This change in premium contribution will result in the return of coverage benefits to the basic provincial plan for those employees so affected.

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GROUP LIFE INSURANCE
OLD PLAN

15.5

The provisions of this article (15.5 to 15.5.2) applies only to full time employees who chose to retain these benefits rather than the benefits outlined in Article 15.6. For eligible employees the present premium rate for the CBC Group Life Insurance Plan is twenty-six cents (26¢) bi-weekly for \$1,000 coverage, and the Corporation at present contributes \$2.99 bi-weekly for employees with single status and \$5.98 for employees with married status. Should the premium increase, the Corporation will maintain the same ratio of contributions to premium rate.

15.5.1

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

15.5.2

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

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

NEW PLAN

15.6

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

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15.6.1

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

15.6.2

The following plans are optional and employees may elect to participate: In addition to the basic "all-risk" Life Insurance provided by the Corporation, under Article 15.6.1, the employee may purchase an extra one (1x), two (2x) or three (3x) basic annual salary (for a total of up to five (5x) times salary) at group rates. Medical evidence of insurability will be required for all the above except for the extra one (1x) times option.

15.6.3

An employee may elect to participate in **Dependent(s) Life Insurance** in the amount of \$7,500.00 for a spouse and \$3,750.00 for each child. Common-law relationships will be recognized after one (1) year of co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependents.

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Proof of medical insurability will not be required if the employee enrolls within:

- A) Thirty (30) days from April 1, 1977;
- B) Within thirty (30) days from date of marriage;
- C) Within thirty (30) days from the birth of a child;
- D) Within thirty (30) days from date of employment for employees hired after April 1, 1977.

15.6.4

As an additional option, up to \$50,000.00 in Reducing Term Insurance may be made available to each eligible employee at group rates upon evidence of medical insurability. The rate remains fixed at the age-rate upon enrollment.

15.6.5

^{14/c}
The current ~~24-Hour-Voluntary-Accident~~ Death and Dismemberment Insurance Plan will continue to be made available to each eligible employee and they may opt in or out of such coverage on a ~~twice-yearly~~ basis (April 1st and October 1st).

15.6.6

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

ARTICLE 16

Employee Categories

16.1

All employees covered by this Agreement shall be considered full-time employees of the basic establishment: except as specifically provided in this Article.

16.2

An employee shall be on probation for three (3) months following the date of appointment or transfer to the basic establishment of the News Service. This probationary period may be extended by not more than three (3) months, and in such cases the Guild shall be notified. However, where a temporary employee is transferred to the basic establishment, the three (3) month extension shall be reduced by the term of temporary employment. During the probationary period an employee shall enjoy all benefits of this Agreement, except that if the employee is found unsatisfactory, the employee may be released at any time during the probationary period, and such release shall not be subject to the grievance procedure or Article 14 - Expression of Dissatisfaction. However, it shall be the intention of the Corporation to give consideration to such an employee who has transferred into the unit for a vacancy in the employee's former classification. After completing the probationary period, an employee shall enjoy the same security as other employees on the basic establishment.

16.3

Temporary employees may be hired as hereinafter provided.

16.3.1

- a) Temporary employees hired for relief or emergency purposes shall not be engaged for periods in excess of twelve (12) months,
- b) Temporary employees may also be engaged to supplement existing permanent staff (this means to fill in behind) on a short-term basis not to exceed six (6) weeks for such purposes as election coverage. In this event the Guild shall be notified in advance together with the reasons for the engagement.
- c) The above limitation shall not apply to a temporary employee hired on a per-occasion basis eg. two (2) or three (3) days per week.
- d) Temporary employees shall not be employed where their employment would eliminate or displace a regular employee. For temporary employees who are engaged for periods of twenty (20) consecutive working days or longer the Guild shall be notified as to the nature of the employment and its duration.

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- e) Temporary employees may be hired for reasons other than those stated above, such as for special projects, documentaries, and for different time periods of employment, with the Guild's consent. Such consent shall not be unreasonably withheld. It is understood that such employees will be hired only for the purposes of filling in behind permanent staff assigned to the above mentioned special projects and documentaries.

16.3.2

Temporary employees are to be paid on the basis of a minimum of one (1) day of work.

16.3.3

Temporary employees shall receive all benefits of this agreement, except those detailed in Articles 13.1, 15, 19, 20 and 24.3, except as follows:

- a) the sick leave provisions of Article 24.3 shall apply to a temporary employee engaged for a period in excess of four (4) consecutive weeks;
- b) at the time of hiring, each temporary employee shall be given notice of duration of employment, including an expected termination date: this shall constitute proper notice, unless the termination date is advanced, in which case, the following shall apply:
- (i) at least three (3) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for less than three (3) consecutive months before they are released by the Corporation;
 - (ii) at least ten (10) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for more than three (3) consecutive months before they are released by the Corporation.

16.3.4

Temporary employees shall accumulate annual, special and sick leave credits proportionate to the period of employment. Employees shall retain their unused sick and special leave credits for three (3) months after their employment.

16.3.5

Temporary employees hired under the provisions of Article 16 shall receive a supplement of twelve and one half percent (12-1/2%) of basic salary in lieu of staff benefit plans. This supplement will be reduced proportionately in the event that staff benefit plans applicable to temporary employees are negotiated by the parties.

It is understood that individual temporary employees receiving employer-paid hospital/medical coverage as of the date of ratification of this Agreement will continue to receive this benefit for the duration of their current term of employment.

16.3.6

The Corporation shall cause a record of days worked by temporary and per-occasion temporary employees to be kept in order that the provisions (e.g. experience ratings and scale progressions) of this Agreement are implemented automatically. Such record shall be made available to the Guild upon request.

ARTICLE 17

Posting of Vacancies

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17.1

A notice of vacancy for categories 2 and 3 shall be posted locally where the vacancy occurs. All other positions covered by this agreement shall be posted on bulletin boards in all workplaces as far in advance of the date of hiring as possible. However, such postings shall be made not less than five (5) working days in advance of the date of hiring.

17.1.1

Not () of () shall include editorial supervisor () foreign () positions or any other () positions normally accessible as the logical step for advancement for persons in the bargaining unit as have hitherto been posted.

17.1.2

Notices of vacancies referred to above shall be in the form of 'strip postings' which shall contain the following information: classification, salary grouping, salary range, medium, language, location, affiliation, job number, expiry date.

17.2

A copy of any notice of vacancy (selection profile) in an existing position or an opening in a new position shall be sent to the National Office of the Guild and to all National Councillors (Unit Chairpersons) at the same time. Such notice shall contain information such as (without limitation): job number, department/ service, position title number, position title, group, affiliation, salary range, expiry date of posting and an actual description of the job function and the qualifications required.

17.3

Any employee who applies for a vacant position or a new position shall receive written acknowledgement of such application within ten (10) days of receipt at the location concerned. If an employee is not selected for the position the employee shall be given in writing, upon request, the reason why he/she was not selected. If the employee is boarded for the position but not selected the reasons for the decision shall be communicated to the individual verbally.

17.3.1

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

17.4

An employee or a Foreign Correspondent who applies for a vacant position in another salary group in the bargaining unit or a Foreign Correspondent position, shall be given preference over other candidates, provided that the applicant has the qualifications for the position.

17.4.1

Employees in the bargaining unit and in the SJRC bargaining unit will have equal preference for such positions provided each has the qualifications for the position.

17.4.2

The Corporation agrees that special consideration will be given to temporary employees, Group 5, who apply at the location concerned, for vacancies in the Group 5 classification at the location where they are employed.

ARTICLE 18

Hiring

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18.1

The Corporation shall hire ~~persons~~ without regard to sex, age, creed, ~~race~~, colour, national origin, marital or parental status, or sexual orientation, nor shall an employee be required to provide the Corporation with information ~~as~~ to ~~creed~~ or race,

18.2

The Corporation shall not ~~have~~ or enter into any ~~agreement~~ with any employer which binds ~~such other employer~~ not to ~~offer~~ or give employment to employees of the Corporation. The Corporation shall not have or enter into any agreement with any other employer not to ~~offer~~ or give employment to any ~~employee~~ of such employer.

ARTICLE 19

Economy Severance

19.1

When ~~economy~~ severance occurs it shall proceed at the location ~~involved in inverse order of~~ Corporation seniority; provided that no ~~employee is to be displaced~~ by a ~~more~~ senior employee unless the latter ~~possesses~~ the occupational qualifications of the job filled by the ~~employee~~ with less seniority.

19.2

The Corporation will advise ~~the~~ Guild of an impending ~~economy~~ severance not less than two (2) months in advance of the ~~commencement~~ of such severance, and will advise ~~the~~ specific employees to be involved in such severance not less than four (4) calendar ~~weeks~~ in advance of the ~~commencement~~ of the ~~economy~~ Severance. At the time of advising the Guild of an ~~impending~~ economy severance the parties shall meet to discuss ways of reducing the impact of the ~~economy~~ severance on ~~employees~~ in the bargaining unit,

19.3

Employees laid off shall be placed on a rehiring list, and shall be given an opportunity to rejoin the corporation, in order of seniority, within the bargaining unit in an applicable position before any new employees are hired to fill an opening.

ARTICLE 20

severance pay

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20.1

Upon separation from staff resulting from voluntary resignation, separation caused by illness, retirement or death, employees in the bargaining unit shall receive severance pay (except as provided for in Article 20.1.1 or 20.2.4) equivalent to:

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2/2

Three calendar months salary for completion of ten (10) years of continuous service and for each subsequent year of continuous service an additional one-fifth (1/5) of a one month's salary to a maximum six (6) months.

20.1.1

Employees in the bargaining unit, with more than three (3) years of service, who are separated due to serious and protracted illness or employees who retire, shall receive severance pay at the rate of one (1) week's salary for each nine (9) months of service, but not to exceed a maximum of thirteen (13) weeks' salary, provided that the employee is not eligible for severance pay under Article 20.1 or 20.2.4.

20.1.2

On retiring from staff at, or before, normal retirement age, or on separation due to illness, an employee may elect to receive a Retiring Allowance equivalent to the severance pay provided for in Article 20.1. Such allowance will be paid in the same manner as regular salary and will be subject to deductions for the Corporation's staff benefit plans, where applicable. The period during which a Retiring Allowance is paid is called Retiring Leave and will count as service for the purpose of the CBC Pension Plan.

Retiring Leave cannot extend beyond the normal retirement date, as defined in the CBC Pension Plan. Any balance remaining at that time will be paid in a lump sum.

20.2

Upon termination of ~~employment~~, except voluntary resignation, retirement, **death** or dismissal for **gross** misconduct, an employee **whose** probationary period has been completed shall receive severance pay in a lump sum equal to one (1) week's pay for each six (6) months of service, or **major** portion thereof, with the Corporation.

20.2.1

If an ~~employee~~ is rehired following the payment of severance pay and **before the expiry of** the number of weeks so paid for:

20.2.2

The employee shall have deducted from salary, at a rate satisfactory to all parties, the severance pay applying to the unexpired weeks.

20.2.3

The Corporation shall credit such ~~employee~~ with six (6) months' service for each week's pay **so** deducted **for** the purpose of severance pay under Article 20.2.

20.2.4

An employee **whose** service with the Corporation is terminated because the employee is physically unable to continue work in the **News Service**, shall receive severance pay only in accordance with the formula in Article 20.2.

ARTICLE 21

Annual Leave Credits

21.1

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

21.1.1

08-04
a) An employee who has completed eight (8) Years of service shall be granted four (4) weeks of annual leave;

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b) An employee who has completed twenty (20) years of service shall be granted five (5) weeks of annual leave.

21.2

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

6/0
21.2.1

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

21.3

An employee may be authorized to carry forward annual leave credits.

21.4

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

ARTICLE 22

scheduling Annual Leave

22.1

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

22.2

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

22.3

An employee, upon request, shall receive vacation pay prior to going on vacation in the following manner:

- a) Pre-payment of vacation pay will only apply to a minimum period of two (2) weeks;
- b) An employee requesting pre-payment of vacation pay will submit a request in writing six (6) weeks prior to proceeding on vacation;
- c) Vacation pay will be treated as an advance of salary and will be computed based on the net daily rate (gross salary less statutory deductions and other deductions authorized by the employee) at the time the computation is made for the number of days of vacation involved.

ARTICLE 23

Annual Leave - Holiday Credit

23.1

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

ARTICLE 24

Sick Leave

The provisions of Article 24.1 and 24.3 will apply only to employees who chose to retain these benefits rather than the benefits outlined in Article 24.4 and to temporary employees. The provisions of Articles 24.1.1 to 24.2 inclusive apply to all employees.

OLD PLAN

24.1

5997 Sick leave shall be credited to an employee as a protection against loss of earnings when incapacitated by illness, at the rate of one and one-quarter (1-1/4) days per completed calendar month of service cumulative monthly.

24.1.1

In all cases of illness an employee shall so inform his/her supervisor as soon as possible. In cases of illness in excess of three (3) days, the employee must, if required, produce satisfactory evidence, (submitted by a qualified medical practitioner) of inability to perform duties.

24.1.2

Employees must report to their supervisor immediately upon their return to work following illness.

24.1.3

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

24.1.4

The Corporation may require an employee to undergo, at any time, a medical examination by a qualified medical practitioner of its choice, and at its expense.

24.2

In accordance with established Corporation policy, in the case of accident, leave of absence may be granted with pay by the Corporation to any employee on account of injury received in the performance of duties and not caused by negligence on the employee's part, provided that application for such leave is supported by a certificate from a qualified medical practitioner. Such leave is not to be a charge against credit accumulated under any other section of this article.

24.3

Temporary employees engaged for a period in excess of four (4) consecutive work weeks (see 16.3.3) may be granted up to five (5) days sick leave with pay as an advance to be charged against future accumulation of credits.

NEW PLAN

24.4

Short Term and Long Term Disability Benefits

These benefits apply to all regular and full time employees of the Bargaining Unit who elected to be covered by the benefits listed below. Employees hired after April 1st, 1977, participate in these plans as a condition of employment. The following plans do not apply to temporary employees.

24.4.1

Disability Income Security

24.4.1.1

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

24.4.1.1.1

Short Term Disability

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

An employee with service of:,... will receive a benefit of %.

- 3 months but less than 1 year -
2 weeks full salary plus 15 weeks
at 66 2/3% salary

- 1 year but less than 2 years -
4 weeks full salary plus 13 weeks
at 66 2/3% salary

- 2 years but less than 3 years -
6 weeks full salary plus 11 weeks
at 66 2/3% salary

- 3 years but less than 4 years -
8 weeks full salary plus 9 weeks
at 66 2/3% salary

- 4 years but less than 5 years -
10 weeks full salary plus 7 weeks
at 66 2/3% salary

- 5 years but less than 6 years -
12 weeks full salary plus 5 weeks
at 66 2/3% salary

- 6 years but less than 7 years -
14 weeks full salary plus 3 weeks
at 66 2/3% salary

- 7 years or more - 17 weeks full
salary

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24.4.1.1.2

New employees who, during the first three (3) months of service, are absent due to illness or injury, may be granted up to five (5) days Short Term Disability Income Protection Benefits at one hundred percent (100%) basic salary.

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24.4.1.2

Long Term Disability

An employee who is disabled, as defined in the Long Term Disability Plan for a period in excess of eighty-five (85) working days will, on the ~~eighty-sixth~~ day of such disability (unless they elect option 24.1.3.4), ~~become~~ eligible to receive disability ~~income~~ protection payments equal to sixty percent (60%) of their basic salary (subject to a ~~cost-of-living~~ adjustment of up to a maximum of four percent (4%) annually) until recovery, ~~retirement~~ or death. Long Term Disability claims may be ~~subject~~ to review for acceptance.

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24.4.1.2.1

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An ~~employee~~ who recovers from a disability, but cannot perform his former job, is guaranteed employment within the Corporation that is **compatible** with the employee's training, skill, education and experience. An employee will not be required to take a job that does not reflect these factors, nor which may not be suitable to his physical or mental condition. The salary in this new job will be at the same basic salary the employee was receiving prior to going on Long Term Disability Income Protection Benefits but will be frozen until the scale for the new job catches up to the former salary level.

24.4.1.2.2

An employee receiving Long Term Disability Benefits will, for the duration of Long Term Disability Benefits, have all premiums normally payable by the employee for the various Life Insurance and Income Protection Plans waived, with full coverage maintained. No employee contributions to the CBC Pension Plan will be required and the employee shall continue to accrue pensionable service while in receipt of Long Term Disability Benefits.

24.4.1.3

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

24.4.1.3.1

An employee with less than seven (7) years' service may draw from his "bank" of "Sick Leave Credits" to bring his Short Term Disability Benefits up to full salary.

24.4.1.3.2

A working employee may opt out of the Long Term Disability Plan (and cease premium payments) when his age plus his "banked" "Sick Leave Credits" and/or benefits entitlement under the Short Term Disability Plan will provide disability income protection to retirement.

24.4.1.3.3

An employee in receipt of Long Term Disability Benefits may opt out of this plan when his age plus his "banked" "Sick Leave Credits" will provide disability income continuance until retirement. In the event that the salary scale for the position (or its equivalent) vacated by the disabled employee increases, the income protection provided will be at the higher salary in effect when the employee opts to use his "banked" "Sick Leave Credits" rather than remain on Long Term Disability income.

24.4.1.3.4

An employee may elect to draw from the "banked" "Sick Leave Credits" at the completion of the Short Term Disability entitlement, and prior to receiving Long Term Disability Benefits if he/she so elects.

24.4.1.4

The Bargaining Units will have the right through their representatives on the Consultative Committee on Staff Benefits to take part in the election of a union representative to the adjudication committee which reviews Long Term Disability cases and may, in the case of a claim involving a member Of the Bargaining Unit, name a CWSG representative to sit on that particular adjudication.

ARTICLE 25

Special Leave

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25.1

Management, at its discretion, may grant special leave with pay for part, or all of the leave with pay for part, or all, of the absence of employees in order to permit them to cope with domestic contingencies or unforeseen emergencies that effect them or their immediate family.

25.2

Employees will accumulate special leave credits at the rate of one (1) day for each completed calendar month of service, to a maximum of thirty (30) days. As the leave is granted, it may again accumulate to the maximum.

25.3

Employees are to submit requests for special leave, on Application for Leave, outlining thereon the reasons for such leave.

25.4

Employees must obtain approval from their supervisors and from the officers-in-charge of personnel, before proceeding on special leave.

ARTICLE 26

Leave of Absence and Release from Duty

26.1

Upon request the Corporation shall grant employees leave of absence without pay for good and sufficient cause.

26.2

If an employee is elected or appointed to any full-time TNG or CLC office or office of a local of the TNG, or office of any organization with which the TNG is affiliated, such employees, not exceeding three (3) in number at any one time and not exceeding one (1) from any one workplace of less than twenty (20) employees and not more than two (2) from workplaces with twenty (20) or more employees, shall be granted by the Corporation leave of absence without pay. Requests of this nature must be submitted in writing to the Corporation one (1) month in advance of the date the leave is to be arranged. Employees granted leave under 26.2 shall be reinstated in the same or similar position upon expiration of such leave provided that this leave is of less than four (4) years' duration. (This limitation will not apply to those on such leave prior to the effective date of this Agreement) (See also Appendix "C"). Such election or appointment shall be certified to the Corporation by the Union concerned, upon the request of the Corporation. The Corporation may hire temporary employees to fill the vacancies created by such leave of absence.

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26.3

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The Corporation will grant upon receipt of a written request from the Guild at least four (4) days in advance of the posting date for the week in question, unless such time limit is waived by mutual agreement, leave of absence without pay for a reasonable period of time to employees who are elected as delegates to International, National and Local Guild and CLC Conventions and delegates to special meetings called by the Guild and to special meetings of labour organizations with which it is affiliated. The number of employees shall not exceed four (4) in number at any one time, and unless the consent of the Corporation is given, shall not exceed one (1) from any one workplace of less than twenty (20) employees, and not more than two (2) from workplaces with twenty (20) or more employees; except that in the case of meetings of the governing body of the Guild not more than twelve (12) employees at any one time nor more than one (1) from any one workplace of less than twenty (20) and not more than three (3) from workplaces with twenty (20) or more employees shall be granted leave for a period not exceeding two (2) days per meeting. The Corporation may hire temporary employees to fill vacancies created by such leave. Requests shall be submitted to the Industrial Relations Department.

26.4

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The Corporation agrees upon request to release, without loss of pay or leave credit, properly accredited Guild Representatives to attend grievance or negotiation meetings or any other meetings between the Corporation and the Guild. It is understood that the Corporation will not be required to so release more than three (3) employees for the purpose of attending grievance meetings and not more than four (4) employees for the purpose of negotiations. A request for such release shall be submitted to the Corporation locally or nationally as appropriate, as far in advance as possible of the first day of such meetings. It is understood that in the case of national meetings every effort shall be made by the Guild to make such request not later than four (4) days prior to the posting date for the week in question.

26.4.1

Any employee who attends any such meeting as referred to in Article 26.4 on a day off shall be granted an extra day off in compensation, such day(s) to be taken at a mutually convenient time.

26.5

Leave provided in 26.2 shall not deprive an employee of any of the benefits to which the employee is entitled under the terms of this Agreement except that such leave shall constitute a break in continuity of service in the computation of leave benefits and severance pay.

26.6

Employees in the bargaining unit shall be eligible for leave in accordance with the Corporation's policy on "Special Career Development Program". For the purposes of this Agreement the reference in the policy to "senior program production personnel" shall specifically include employees in this bargaining unit.

ARTICLE 27

Jurisdiction

27.1

The Corporation agrees that in programs produced by the CBC News Service the gathering, writing, re-writing, and editing of news, and associated duties, and the scripting of news film and audio and video news tape recordings and associated duties; and the line-up function of newscasts and news' bulletins shall be assigned only to employees within the bargaining unit.

27.1.1

The Corporation shall continue the practice of using employees in the bargaining unit in the assignment function for newscasts and news bulletins produced by the News Service. The Corporation further agrees that the present assignment function practices in all programs produced by the News Service shall not be altered in a way which would reduce or erode the role of employees in the bargaining unit.

27.1.2

In programs produced by the CBC News Service, the Corporation agrees that the voice reporting of news events, and the interviewing of newsworthy subjects shall continue to be assigned to employees in the bargaining unit particularly where they have personally covered the news events involved or where they have the required or special qualifications or experience. The Corporation further agrees not to alter the present practice in a way which would reduce or erode the role of employees in the voice reporting of news events, and the interviewing of newsworthy subjects. The parties agree that the application of this clause will not reduce or erode the role of staff announcers as defined in their jurisdiction article under the CBC/CUPE (O&P) Agreement.

27.1.3

However, notwithstanding such practice the Corporation may assign:

- m/
- a) Supervisors to the duties as defined in sections 27.1, 27.1.1 and 27.1.2, provided however that such duties shall only be assigned to supervisors in the performance of their supervisory editorial functions or in the case of an emergency.
 - b) Staff announcers who have a minimum of six (6) years demonstrated journalistic ability in broadcast news journalism, or comparable experience as defined in Article 29.2, and who function in the role of host/news reader/anchorperson, to the writing and re-writing of news and to the scripting of news film and audio and visual news tape recordings. It is understood and agreed that this section only applies to major newscasts and news programs. Further, it is agreed that announcers performing this function are subject to the present practice of editorial control. The assignment of staff announcers to perform in accordance with this section shall not result in the replacing or displacing of positions or employees in the bargaining unit.

- c) The duties as defined in sections 27.1, 27.1.1 and 27.1.2 to Corporation employees in classifications defined in the Certificate issued by the CLRB dated September 23, 1968, and of April 17, 1978. However, employees in the SJRC Bargaining Unit can be assigned to work in Guild Jurisdiction outside the Quebec Division of the CBC if the performance of such work does not replace or displace any employee(s) in the Guild Bargaining Unit normally involved in such assignment, provided that employees in the Guild Bargaining Unit can continue to work in the SJRC Jurisdiction within the Quebec Division if the performance of such work does not replace or displace any employee(s) in the SJRC Bargaining Unit normally involved in such assignment.
- d) The duties as defined in sections 27.1.2, to persons who have special experience, authority, or other special qualifications by way of illustration, but not limitation, persons dealing with sports, or other specialized subjects within a program prepared by the CBC News Service.

27.2

It is further agreed that the Corporation shall not be required to alter existing practice in the News Service: by way of illustration, but not of limitation, basic news and audio/visual news material may continue to be:

- a) contracted for;
- b) received on exchange from other broadcasting organizations;
- c) obtained from other sources.

27.3

The present jurisdiction of the Guild over work performed within the Bargaining Unit shall be extended to any additional work in the News Service which is the same as that performed in the Bargaining Unit as defined in this article.

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SALARIES

ARTICLE 28

Scale of Minimums

The following minimum salaries shall come into effect on November 28, 1985, November 24, 1986 and November 23, 1987.

GROUP "10"

senior Editor

As defined in the Job Specifications, will cover the following functions:

- National Assignment Editor;
- National Lineup Editor;
- Senior Program Editor;

November 28, 1985	Annual	Weekly
Start	\$45,369	\$869.14
1 year	\$47,542	\$910.77
2 years	\$49,718	\$952.45

November 24, 1986	Annual	Weekly
start	\$46,276	\$886.51
1 year	\$48,493	\$928.98
2 years	\$50,712	\$971.49

November 23, 1987	Annual	Weekly
start	\$48,127	\$ 921.97
1 year	\$50,433	\$ 966.15
2 years	\$52,740	\$1,010.34

GROUP "9"

Senior Reporter

As defined in the Job Specifications, will cover the following functions:

**National Affairs Reporter;
Reporter Specialist.**

November 28, 1985	Annual	Weekly
Start	\$42,912	\$822.07
1 year	\$43,824	\$839.54

November 24, 1986	Annual	Weekly
Start	\$43,110	\$838.51
1 year	\$44,700	\$856.32

November 23, 1987	Annual	Weekly
Start	\$45,521	\$872.05
1 year	\$46,488	\$890.57

GROUP "8"

Reporter and Editor

As defined in the Job Specifications, will cover the following functions:

Parliamentary Reporter;

Newsmagazine Reporter;

Assistant National Assignment Editor;

National Reporter.

Integrated TV Supper Hour Line Up Editor;

Integrated TV Supper Hour Assignment Editor;

Senior Newsroom Editor (regional newsrooms of 6 or more employees excluding National Reporters)

November 28, 1985	Annual	Weekly
start	\$40,331	\$772.62
1 year	\$41,269	\$790.59
2 years	\$42,061	\$805.77

November 24, 1986	Annual	Weekly
start	\$41,138	\$788.08
1 year	\$42,094	\$806.40
2 years	\$42,902	\$821.88

November 23, 1987	Annual	Weekly
Start	\$42,784	\$819.62
1 year	\$43,778	\$838.66
2 years	\$44,618	\$854.75

GROUP "7"

Reporter and Editor

As defined in the Job Specifications, will cover the following functions:

- Assistant National Lineup Editor;
- Assignment Editor;
- Major Regional Lineup Editor (TV);
- Program Editor;
- Copytaster National Radio;
- Legislative Reporter;
- Newsroom Editor;
- Regional Parliamentary Reporter.

Note:

At locations where Legislative Reporters are not assigned on a regular basis, employees while assigned will be temporarily promoted during sessions of the Provincial Legislature and the provisions of Article 29.5.1 will not apply. where operational requirements result in the assignment of a Legislative Reporter on a regular basis such position(s) will be reclassified accordingly.

Temporary upgradings for Legislative Reporters will only occur when employees are assigned to replace Legislative Reporters, Group "7".

November 28, 1985	Annual	Weekly
start	\$39,158	\$750.15
1 year	\$40,331	\$772.62
2 years	\$40,961	\$784.69

November 24, 1986		
start	\$39,941	\$765.15
1 year	\$41,138	\$788.08
2 years	\$41,780	\$800.38

November 23, 1987		
Start	\$41,539	\$795.77
1 year	\$42,784	\$819.62
2 years	\$43,451	\$832.39

GROUP "6"

Reporter and Editor

As defined in the Job Specifications, will cover the following functions:

- Municipal Affairs Reporter;
- Syndication Editor;
- News magazine Editor;
- Senior Writer (National Radio-TV);
- TV Lineup Editor.

Note:

In locations where there is no regular and continuing Municipal Affairs beat, these functions will continue to be performed by a Group 5 Reporter with NO upgrading. Temporary upgradings for Municipal Affairs Reporters will only occur when employees are assigned to replace Municipal Affairs Reporters, Group "6".

November 28, 1985	Annual	Weekly
Start	\$34,999	\$670.48
1 year	\$36,578	\$700.73
2 years	\$38,162	\$731.07
3 year8	\$39,752	\$761.53

November 24, 1986		
Start	\$35,699	\$683.89
1 year	\$37,310	\$714.75
2 years	\$38,925	\$745.69
3 years	\$40,547	\$776.76

November 23, 1987		
Start	\$37,127	\$711.25
1 year	\$38,802	\$743.33
2 years	\$40,482	\$775.52
3 years	\$42,169	\$807.84

GROUP "5"

Reporter and Editor

As defined in the Job Specifications: will cover the following functions:

- Production Editor;
- National Writer
- Reporter/Editor
- National TV Editorial Researcher

November 28, 1985	Annual	Weekly
Start	\$26,706	\$511.61
6 months	\$27,553	\$527.84
1 year	\$29,256	\$560.46
2 years	\$30,961	\$593.12
3 years	\$32,660	\$625.67
4 years	\$34,367	\$658.37
5 years	\$37,374	\$715.98

November 24, 1986		
start	\$27,240	\$521.84
6 months	\$28,104	\$538.39
1 year	\$29,841	\$571.67
2 years	\$31,580	\$604.98
3 years	\$33,313	\$638.18
4 years	\$35,054	\$671.53
5 years	\$38,121	\$730.29

November 23, 1987		
Start	\$28,330	\$542.72
6 months	\$29,228	\$559.92
1 year	\$31,035	\$594.54
2 years	\$32,843	\$629.18
3 years	\$34,646	\$663.72
4 years	\$36,456	\$698.39
5 years	\$39,646	\$759.50

GROUP "3"

Senior Editorial Assistant

November 28, 1985	Annual	Weekly
start	\$19,730	\$377.97
6 months	\$20,916	\$400.69
1 year	\$22,102	\$423.41
2 years	\$23,288	\$446.13
3 years	\$24,475	\$468.87

November 24, 1986

Start	\$20,125	\$385.54
6 months	\$21,334	\$408.70
1 year	\$22,544	\$431.88
2 years	\$23,754	\$455.06
3 years	\$24,965	\$478.26

November 23, 1987

Start	\$20,930	\$400.96
6 months	\$22,187	\$425.04
1 year	\$23,446	\$449.16
2 years	\$24,704	\$473.26
3 years	\$25,964	\$497.39

GROUP "2"

Editorial Assistant

November 28, 1985	Annual	Weekly
start	\$17,051	\$326.65
6 months	\$17,803	\$341.05
1 year	\$18,552	\$355.40
18 months	\$19,302	\$369.77

November 24, 1986	Annual	Weekly
start	\$17,392	\$333.18
6 months	\$18,159	\$347.87
1 year	\$18,923	\$362.51
18 months	\$19,688	\$377.16

November 23, 1987	Annual	Weekly
Start	\$18,088	\$346.51
6 months	\$18,885	\$361.78
1 year	\$19,680	\$377.01
18 months	\$20,476	\$392.26

ARTICLE 29

General Salary Provisions

29.1

Members of the bargaining unit shall receive salary increases in accordance with the schedule of ~~minimums~~ contained in Article 28. Employees on staff ~~on~~ the date of signing of this Agreement who are presently ~~being~~ paid above the top ~~minimums~~ shall maintain the ~~same~~ dollar differential ~~above~~ the new top ~~minimums~~ when the ~~minimums~~ are increased. (See also ~~Appendix "A"~~).

29.2

The Corporation shall place an ~~employee~~ in the foregoing schedule of ~~minimums~~ by rating experience in comparable work. The parties agree that comparable work shall be deemed to be work with generally recognized news media and further that experience rating shall take into account the differences between ~~such news~~ media and the CBC News Service (radio or television). Unless the Guild sends ~~by~~ registered mail a notice of ~~disagreement~~ with the hiring rate within thirty (30) working days, the hiring rate set by the Corporation need not be altered; This time limit will ~~commence~~ following receipt ~~by~~ the Guild of the list detailed in Article 4.4 which ~~first~~ contains the ~~employee's~~ rate.

29.2.1

If the Guild gives notice of ~~disagreement~~ with the employee's hiring rate, a meeting shall be held between the ~~parties~~ within ten (10) working days of receipt of ~~such~~ notice or within ~~such~~ further time ~~as is~~ mutually agreed. If, as a result of ~~such~~ meeting, the Corporation and Guild do not ~~agree~~ on a rate, it is ~~agreed~~ that the Guild may lodge a grievance at the National Level within ten (10) ~~working days~~ from the date of such meeting. If such a meeting ~~is~~ not held, the Guild may lodge a grievance at the National Level within twenty (20) working ~~days~~ of the date on which the Corporation received notice of ~~disagreement~~ of the hiring rate.

29.2.2

Any rate reached by this procedure shall be effective ~~from~~ the hiring date of the employee except in the case of an ~~employee~~ who is released during the probationary period in which case no adjustment shall be ~~made~~.

29.3

An employee below the top minimum of his/her group shall be guaranteed the regular step-up increase rate as provided for by the schedule of minimums attached to his/her group.

29.4

Progression within a salary group shall be automatic and shall occur on the first day of the first two-week pay period in the month in which the employee's annual anniversary date of appointment of the salary group occurs.

29.5

There shall be no reduction in salaries, provided that:

29.5.1

If an employee who has been promoted to a vacant position in a higher group is returned within three (3) months to his/her prior group, the employee's salary may be adjusted accordingly so that it shall not be lower than it would have been if the employee had been in the lower group during the period of service in the higher group.

29.5.2

If an employee requests in writing to be reclassified to a lower group the employee's salary may be adjusted, if so reclassified, so that it will not be lower than it would have been if the employee had remained in the lower group during the period of service in the higher group.

29.5.3

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

29.6

An employee promoted to a higher group shall receive a salary increase equivalent to at least one (1) full increment in the higher group. In addition, all time worked by an employee in the higher group on a temporary basis shall be credited, for Experience Rating purposes, as experience in the higher group on a temporary basis and the employee's salary shall be adjusted accordingly to reflect such experience but shall not thus exceed the top rate on the scale for the higher group. However, the anniversary date shall be changed to the effective date of such promotion.

29.6.1

An employee temporarily assigned to duties of a supervisor for one or more days but no longer than a period of four (4) consecutive work weeks, shall receive a premium of fifteen percent (15%) of basic salary and shall have none of the benefits under this Agreement impaired.

29.6.2

An employee temporarily promoted to perform a supervisory function for a period in excess of four (4) consecutive work weeks but not to exceed six (6) months, shall receive a premium of a minimum of 15% of basic salary for the whole period of such assignment and the scheduling, overtime and penalty provisions of the collective agreement shall not apply. During the period of such assignment the employee will receive two days off per week or where this is not possible, equivalent time-off, to be taken by mutual agreement within a twelve (12) month period from the date earned.

29.7

An employee temporarily assigned to perform work in a higher group within the bargaining unit for a period of one-half (1/2) the basic shift but no longer than a period of four (4) consecutive work weeks, shall receive:

- 1) effective June 17, 1987 a flat amount of \$12.75 per shift;
- 2) effective November 23, 1987, a flat amount of \$13.25 per shift;

The rate will be in addition to regular salary in the group to which the employee is permanently assigned provided that this does not apply.

29.7.1

Where an employee is regularly assigned for training or trial for a period up to a maximum of one month, in which case the employee shall work with an employee assigned in a higher group or With a supervisor.

29.7.2

An employee temporarily assigned or promoted to a higher classification within the bargaining unit, for a period exceeding four (4) consecutive work weeks, but not to exceed six (6) months, will be paid at the appropriate salary in the higher classification (i.e. with a salary increase equivalent to at least one (1) full increment in the higher classification).

Overtime worked while in this higher classification shall be calculated at the higher rate in accordance with the overtime and penalty provisions of this Agreement.

29.8

All work performed between midnight and 7:00 a.m. shall be compensated for at fifteen percent (15%) of the basic shift salary with a minimum of two dollars (\$2.00) in addition to regular salary.

29.8.1

All work performed between 8:00 p.m. and midnight shall be compensated for at ten percent (10%) of the basic shift salary with a minimum of two dollars (\$2.00) in addition to regular salary.

29.8.2

In the event that a shift spans both differential periods, the higher differential only will apply.

29.9

Extra remuneration in the form of a contract may be negotiated between an employee and the Corporation for recognized prominence and excellence.

29.10

Extra remuneration shall be paid to an employee who is assigned to perform hosting functions. Such remuneration shall be negotiated between the employee and the Corporation. The Corporation shall notify the Guild in writing of the remuneration agreed upon.

29.11

Employees assigned to perform the early morning radio line-up function shall receive a premium of \$7.50 per day.

MILITARY SERVICE

ARTICLE 30-35

ARTICLE 30

Definition

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

ARTICLE 31

Annual Leave Pay

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

ARTICLE 32

Temporary Promotion

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

ARTICLE 33

Incapacitated Employee

If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Corporation shall make all efforts to place him in other acceptable employment, and shall consult with the Guild thereon. If such other employment is not found, he shall be given his severance pay in accordance with Article 20.2.

ARTICLE 34

Employee Replacements

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

ARTICLE 35

Reserve Service

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

ARTICLE 36

Transfers

36.1

The Corporation shall not permanently transfer an employee from one location to another against the employee's wishes without good and sufficient reasons. The Corporation shall not use the provisions of this Article in a capricious manner. The Corporation shall make every reasonable effort to avoid transferring an employee against his or her wishes.

36.2

No employee shall be transferred from one location to another without payment of all authorized expenses by the Corporation for the employee's transfer and removal including family and effects. However, the Corporation shall not be bound to pay such expenses for an employee who requests such a transfer for personal or compassionate reasons.

36.3

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

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

36.3.1

If an employee feels a transfer is contrary to the provisions of Article 36.1 the employee has the right of appeal under the following procedure. The grievance shall be filed within two (2) calendar weeks of receipt of written notice that the employee will be transferred. The grievance shall be dealt with at the National level at the earliest possible time. If the grievance is not settled at the National level within two (2) calendar weeks of being filed, the grievance shall be referred to arbitration. The parties shall appoint a single arbitrator within two (2) calendar weeks of the grievance being referred to arbitration. The arbitrator shall be required to arrange to hear the grievance and render a decision within four (4) calendar weeks of his appointment. The transfer shall be suspended pending the outcome of the above procedure, although the employee may be sent on assignment to the new location should the need arise. The provisions of Articles 43, 44, 45 shall apply to the expeditious procedures, described above.

36.4

No employee shall be transferred to a position outside the coverage of **this Agreement** without his/her consent. An employee may refuse such a transfer without prejudice to his/her present or future status in the Corporation.

36.5

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

GRIEVANCE PROCEDURE

ARTICLE 37

Purpose

It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application of this Agreement.

ARTICLE 38

Personal Submission

The parties recognize that the "Canada Labour Code (Part V)" provides that any employee may present a personal grievance to the employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.

ARTICLE 39

First Step - Local Level

At each place of employment, meetings shall be held as required to consider all grievances of which at least two (2) days' notice shall have been received, and which normally shall have been discussed with the supervisor involved. Upon request by either party, a meeting will be scheduled within ten (10) days. At such meetings, which may be attended by the grievor(s) and the Union Grievance Committee and by any persona designated by the Corporation for the purpose, both parties will endeavour to settle all outstanding grievances on a mutually satisfactory basis, and without delay. It is understood that the Guild Grievance Committee will be released from duty without loss of regular pay for such purposes, operational requirements permitting. It is also understood that employees released for grievance meetings are not eligible for overtime as a result of said meetings.

However, if no settlement is reached the parties may agree that the grievance be held pending, or either party may refer it to National Level. Minutes of such meetings shall be kept and read and signed by both parties at the close thereof. The settlement of a grievance at this level will not become final until the settlement is approved by both the National Office of the Union and the Corporation.

ARTICLE 40

Second Step - National Level

In the event that a grievance is not recorded as settled within thirty (30) days after the initial report thereof, the matter shall automatically be referred to the National Level. The parties agree National Grievance Meetings shall be held at the request of either party. Upon such request meetings will be held on the third (3rd) Wednesday and Thursday of the following months: January, March, May, September and November. National Grievance Meetings may also be held at other times as mutually agreed. An agenda for any such meeting shall be exchanged between the parties not less than ten (10) days in advance of such meetings. Every effort shall be made to settle grievances at one (1) meeting, but they may be held pending by mutual agreement. Minutes of such meetings, shall be kept, read and signed by both parties at the close thereof.

ARTICLE 41

Third Step - Request for Arbitration

41.1

In the event that any matter, except renewal of this Agreement, is not recorded as settled within ten (10) the last National meeting at which it was dealt with, either party may upon written notice to the other, but not later than (20) days after the said National meeting or an adjournment thereof, refer the grievance to final and binding arbitration.

ARTICLE 42

Selection of Arbitrator

The parties in accordance with Article 41 shall jointly select within ten (10) further days, an Arbitrator. If the parties are unable to select an Arbitrator, the parties shall request the Minister of Labour Canada to appoint an Arbitrator.

ARTICLE 43

Submission to Arbitrator

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

ARTICLE 44

Arbitration Award

In arriving at a decision, the Arbitrator shall be limited to the consideration of the issue as outlined in the statement or statements referred to in Article 43 and shall render a decision according to the terms and provisions of **this** Agreement, after having held a hearing at a time and place to be determined by the Arbitrator so the parties have an opportunity to present further evidence and to make necessary representations. The Arbitrator shall not in any way amend, modify, extend or change any of the provisions of this Agreement.

ARTICLE 45

Costs

The expenses of the Arbitrator shall be borne equally by the Corporation and the Guild, except that neither party shall be obliged to pay *any* part of the cost of a stenographic transcript without express consent.

ARTICLE 46

General Grievance

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be discussed at a National Meeting, whether or not an individual grievance is involved. If not satisfactorily settled, either party may refer the matter to arbitration as provided in the preceding sections.

ARTICLE 47

Time Limits

Any time limit mentioned in the above articles dealing with the grievance procedure and arbitration shall exclude Saturdays, Sundays and Holidays and may be extended by mutual consent.

TRAVELLING

ARTICLE 48

Travelling Time Credits

48.1

All time consumed when travelling on Corporation assignment shall be considered as time worked, except only as provided in the following:

48.1.1

When travelling is on a common carrier between the hours of 12:00 midnight and 8:00 am local time, and suitable sleeping facilities are available, no time credit shall be allowed. For the purpose of this paragraph, a single occupancy berth is construed to be a suitable sleeping facility. When travelling is designated by the Corporation on conveyances which do not have suitable sleeping facilities time credit shall be allowed in accordance with Section 48.1.

48.2

For purposes of this Agreement, "common carrier" shall not include vehicles supplied by the CBC.

48.3

It is agreed that on out-of-town assignments of seven (7) days or more, Corporation assignments permitting, an employee will take two (2) consecutive days off each week for the number of weeks the employee is on the out-of-town assignment.

ARTICLE 49

Expenses

49.1

The Corporation shall pay all authorized accounts **for** expenses incurred by the employee in the service of the Corporation.

49.2

It **is** agreed that the use of an employee's personal vehicle in performing his/her job function is not compulsory, and employees may, at their discretion, decline to use personal vehicles. **However, when an employee is authorized to use his/her vehicle in the service of the Corporation, the employee shall be compensated as follows:**

- In **Ontario**, Nova Scotia, **New Brunswick**, P.E.I. and British Columbia, effective **May 1, 1987**, 27.0 cents per kilometre (43.0 cents per mile).
- In Manitoba, Saskatchewan and Alberta, effective **May 1, 1987**, 24.5 cents per kilometre (39.5 cents per mile).
- In Newfoundland, effective **May 1, 1987**, 28.5 cents per kilometre (45.5 cents per mile).
- In Yukon, N.W.T. *effective **May 1, 1987**, 33.5 cents per kilometre (54.0 cents per mile) and in Quebec 28.0 cents per kilometre (44.5 cents per mile).

49.2.1

Where an employee on his/her own responsibility requests and receives permission to use his/her vehicle for travel he/she shall be compensated, effective May 1, 1987 at 10.0 cents per kilometre (16.0 cents per mile).

49.2.2

For local trips, that is short trips which would ordinarily involve the use of streetcars, buses, subways or taxis but no return journeys exceeding twenty-five miles in length or forty kilometres, the above rates or a minimum of \$2.00 per day whichever is greater shall be paid.

49.3

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

49.4

Employees on assignments in excess of ten (10) continuous days will be reimbursed for laundry expenses supported by receipts in addition to the normal per diem rate.

ARTICLE 50

Working Conditions & Equipment

50.1

The Corporation will give proper attention to the standards of space, air, light, temperature, noise, and cleanliness as they affect employees.

50.2

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

50.2.1

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

50.3

The Corporation shall give proper attention to health, safety, and environmental standards with respect to, without limitation, video display terminals (VDTs) or cathode-ray tubes (CRTs) as follows:

EQUIPMENT

The Corporation shall obtain proper equipment from reputable suppliers who are able and willing to give advice and assist in resolving any problems that may arise. Before the equipment is installed, the Corporation shall consult with the Guild, at the local level, on the design and installation of such equipment, and agree to discuss the environment in which it is installed. The Corporation also agrees to ensure proper regular maintenance of equipment and provide regular safety inspections. The results of such monitoring and inspections shall be made available to the Guild.

LIGHTING

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

FURNITURE

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

SHIELDING

The Corporation will provide radiation shields for flyback transformers.

EYE EXAMINATIONS

The Corporation shall arrange for eye tests by an ophthalmologist, without cost to the Corporation or the employee. Such testing can be conducted on a yearly basis, on company time with release subject to operational requirements. It is the employee's individual responsibility to take the test.

SPECIAL CORRECTIVE EYE GLASSES

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

REST BREAKS

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

PREGNANCY

In the event that an employee becomes pregnant, the Corporation will, where possible, keep the employee in her job or in another job in the same workplace by substituting the form of technology used by the employee, i.e., LCDs. In the event that this is not possible, the employee may ask for reassignment to still other work that does not require the use of VDT equipment. Where this is not possible the Corporation will endeavour to find the employee alternate work outside the bargaining unit. Where no suitable re-assignment is available in the location, the employee will be granted absence without pay until she is eligible for Maternity Leave. When returning to duty at the conclusion of leave of absence, the employee will be reinstated in her former position or if that is not possible, to a comparable position with the same wages and benefits and in the same location.

GENERAL PROVISIONS

ARTICLE 51

Outside Activities

Employees of the Corporation shall not engage in activities outside business hours which consist of service performed in direct competition with the news service of the Corporation or which exploit, without permission their connection with the Corporation in the course of such activities.

ARTICLE 52

No Strike Breaking

Members of the bargaining unit shall not be required to handle, perform or assist in any work under the jurisdiction of another Union within the Corporation which is engaged in a legal strike or work stoppage.

ARTICLE 53

Stewards and Notification
to the Corporation

The Guild undertakes to notify the Corporation of the names of its representatives who shall then be recognized by the Corporation as the Guild's representatives in dealings with the Corporation.

ARTICLE 54

Insurance Coverage

54.1

Accidental ~~math~~ or ~~Dismemberment~~ Insurance in the amount of twenty-five thousand dollars (\$25,000) will be provided by the Corporation at no cost for each employee travelling on Corporation business.

54.1.1

Employees assigned to "war-risk" areas or placed on special (hazardous) assignment will automatically be covered for an additional \$250,000 in accordance with the terms and conditions of the policy between the Corporation and the insurance carrier.

54.2

The Corporation will not assign an employee against his/her will when the assignment involves risks abnormal to the requirements of the profession.

The Corporation recognizes the employee's right to express his/her concerns about accepting an assignment that he/she believes would involve such abnormal risks.

ARTICLE 55

Air Credits

The Corporation shall give air credits to employees where such credits are merited by an exceptional contribution to the production; except that an air credit shall not be given over an employee's protest.

ARTICLE 56

Guild Meetings

56.1

Guild meetings may be held on the premises of the Corporation when space is available. Those employees on duty may attend if they have permission.

56.2

The Corporation agrees to provide bulletin board space in each newsroom for the use of the Guild.

ARTICLE 57

Jury Duty

B-1

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

ARTICLE 58

Professional Issues Cannittee

The parties agree to establish at the National level a Professional Issues Committee to provide a forum for the discussion of matters of mutual interest. This Committee may discuss matters relating to the practice of the profession, for example, the status of journalism, professional ethics, news programming policies and standards, and the direction and aims of the News Service. In particular, the Professional Issues Committee will be a forum in which to discuss the introduction and operating procedures of new equipment. The Cannittee can be convened at the request of the heads of Radio or Television News, or at the request of the Guild, and will meet within 30 days. The parties will establish an agenda which shall be exchanged at least two weeks prior to the meeting. The Corporation agrees to release, without logs of salary, up to five (5) employees for the purpose of attending these meetings.

ARTICLE 59

Joint Committees

59.1

In order to discuss matters of mutual interest not covered by other provisions of the collective agreement, or to discuss misunderstandings and problems arising from the application of the collective agreement, Joint Committees composed of representatives appointed by each party may be established at the local and/or National levels.

59.2

Upon request from the Guild, the Corporation may release without loss of pay or leave credits, one or more representatives from each newsroom for the purpose of attending Local Joint Committee meetings. Up to four (4) employees may be released for the purpose of attending National Joint Cannittee meetings.

ARTICLE 60

Training and Professional Development

60.1

The Corporation recognizes the value of training and professional development and agrees to provide employees in the bargaining unit with opportunities to participate in programs that will broaden the employee's skills in broadcast journalism.

60.2

The Corporation also recognizes its responsibility to train and develop employees in broadcast journalism.

60.3

The Corporation and the Guild agree, during the life of this Agreement, to establish joint committees at the National level(s) to identify training and professional development needs and to advise on programs to meet those needs. The Committee(s) may also identify individuals or groups of employees who might benefit from such programs. The Corporation agrees to release, without loss of pay, one representative of the Guild from radio and one from TV to participate in the joint committee meetings.

60.4

Employees are encouraged to signify their specific interests in career development.

60.5

The Corporation undertakes to seek the fullest possible implementation within the bargaining unit, of the policies on training and professional development outlined in the Corporation's Human Resources Policy Manual. (It is understood that if these are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.)

60.6

Employees may have documents relating to their upgraded knowledge or skills placed in their record.

60.7

when new technology related to the production of programs produced by the News Service is introduced into a location, the Corporation will provide for employees training and/or familiarization in respect to the technology before employees are required to use it.

60.8

The Corporation agrees to provide second language (French or English) instruction at no cost to the employee in accordance with operational and job requirements, provided the employee is admitted to a recognized language school.

60.9

The Corporation shall provide an employee on the occasion of the employee's first employment with two weeks of supervised on-the-job training; except in the case of Group 2 who shall receive one week's supervised on-the-job training. However, new employees with a minimum of five years demonstrated experience in broadcast journalism shall receive only one week's orientation. During such periods of training/orientation the normal complement of staff will be maintained in addition to the new employee, subject to Article 7.2.

60.10

The Corporation shall provide an employee on transfer to another newsroom, or promotion to a higher classification, or on return to employment after an absence of one year or more, with one week of job orientation.

60.11

It is the intent of the Corporation to permit Editorial Assistants who wish to become Editors/Reporters to demonstrate their ability by filling minor assignments. To conform with that intent, Editorial Assistants shall be given such opportunities whenever practical.

60.12

An employee may, upon request, receive a test, audio or video or both, for the purpose of demonstrating ability to fill a vacant position within the News Service for which "on-air" reporting is a requirement.

ARTICLE 61

Duration and Renewal

61.1

The agreement, except as otherwise specified, shall be effective on June 17, 1987 and shall continue until November 22, 1988.

61.2

In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until a new Agreement is signed, or until after the report of a Conciliation Board, whichever occurs sooner.

61.3

Upon receipt of notice from one of the parties (the applicant party) of a desire to negotiate a new Agreement; as provided in Article 59.2 above, the other party (the respondent party) shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation. In addition to other provisions, which shall be negotiated as to effective date, increases or decreases in basic salary under the provisions of a new Agreement shall become effective on the day following the expiry date of this Agreement, provided that the applicant party observes the conditions above as to notice and proposals and makes itself available for meetings as required above and provided that settlement on a new Agreement or application for conciliation is made prior to the expiry date of this Agreement. The time limits in this section may be altered by mutual consent.

61.4

The CWSG may join, on or after May 1st, 1975, other Corporation bargaining units in "Joint Bargaining Procedures" with the Corporation. Changes or improvements in working conditions arising out of any joint Bargaining Procedures will not apply to employees in this bargaining unit until the effective date of the next agreement.

ARTICLE 62

Official Texts

Both the English and French texts of this Agreement shall be considered official texts, having equal force.

ARTICLE 63

Conclusion

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this day of .

CANADIAN BROADCASTING CORPORATION

Pierre Juneau
President

Pierre Racicot
Vice-President, Human Resources

Stephen G. —
vice-president, Finance

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THE NEGOTIATING COMMITTEE

CANADIAN BROADCASTING CORPORATION

Philip A. Rigelhof
Chief Spokesperson

Fay Chaisson
Regional Director,
Quebec Region

Robert J. Ross
Deputy Managing Editor
Radio News

Bill Mitchell
Location Manager,
Saskatoon

Claude Rochette
Chief Editor,
Quebec Region

THE NEGOTIATING COMMITTEE

CANADIAN WIRE SERVICE GUILD

Jerry E. MacDonald
Executive Officer, CWSG (TNG)

Dan Zeidler
Branch Director,
CWSG (TNG)

Lee Clifford
Member of Negotiating
Committee

Keeble McFarlane
Member of Negotiating
Committee

Jean-Paul Chénard
Member of Negotiating
Committee

Dan Oldfield
Member of Negotiating
Committee

APPENDIX "A"
June 17, 1987

LETTER OF AGREEMENT

Article 29.1

The parties agree that the new language to be found in Article 29.1 is intended to provide the following:

- 1) Employees in the bargaining unit on December 13th, 1973 presently being paid above the top minimum provided for under Article 28 will maintain the same dollar differential above the new top minimum when the minimums are increased.
- 2) At the Corporation's discretion, new employees hired above the top minimums may have the dollar differential above the new top minimums reduced, when the minimums are increased.

. . .

CANADIAN BROADCASTING
CORPORATION

CANADIAN WIRE SERVICE
GUILD (TNG)

Philip A. Rigelhof
Chief Spokesperson

J. E. MacDonald
Executive Officer

'APPENDIX "B"
June 17, 1987

LETTER OF AGREEMENT

Special Salary Provision

This will confirm the Corporation's commitment to extend the salary rate of \$24,855.00 to the following employees effective November 28, 1985, \$25,352.00 effective November 24, 1986 and \$26,366.00 effective November 23, 1987 for the period they occupy their present classification of Editorial Assistant.

Beatrice Hogan - Toronto
T.J. Smyth, D.R. Lauder - Toronto

It is understood that this rate shall only be paid to the incumbents listed herein and the salary rate for the positions they occupy will revert to the new Group 3 salary scale when the positions are vacated.

CANADIAN BROADCASTING
CORPORATION

CANADIAN WIRE SERVICE
GUILD (TNG)

Philip A. Rigelhof
Chief Spokesperson

Jerry E. MacDonald
Executive Officer

APPENDIX "C"
June 17, 1987

Mr. J.E. MacDonald
Executive Officer
The Canadian Wire Service Guild
232 Merton Street, Suite 203
Toronto, Ontario
M4S 1A1

Dear Mr. MacDonald:

This will confirm our agreement that for the purpose of our mutual interpretation of Article 26.2 of the CBC/CWSG (TNG) Agreement, it is understood and agreed that the write-out contained therein applies only to yourself and Charles Dale.

Yours truly,

Philip A. Rigelhof
Chief Spokesperson
Canadian Broadcasting Corporation

Agreed:

J.E. MacDonald

APPENDIX "D"
June 17, 1985

LETTER OF AGREEMENT
JOB SPECIFICATION

It is the right of the Corporation to establish the duties of any job and, in doing so, it is their responsibility to accurately reflect these duties in a job specification.

However, the Corporation is prepared, within six (6) months of signing of this Agreement, to set up a Joint Committee to develop job specifications with a view to making necessary revisions to reflect current operating practices.

CANADIAN BROADCASTING
CORPORATION

CANADIAN WIRE SERVICE
GUILD (TNG)

Philip A. Rigelhof
Chief Spokesperson

J.E. MacDonald
Executive Officer

. APPENDIX "E"
June 17, 1987

LETTER OF AGREEMENT
ENGLISH INTEGRATED TV SUPPER HOUR PROGRAMS

The jurisdiction of the **bargaining** unit in programs produced by the News Service **is** set out in Article 27 and the Corporation has no intention of eroding it. However, the responsibility of producing integrated TV Supper Hour programs in most regions **is** divided between the News Service and the Current Affairs department. **It is** the intention of this Letter of Agreement to provide agreed guidelines for the regulation of jurisdictional questions arising from this shared responsibility. The Corporation recognizes the contribution that employees in the **bargaining** unit have **made** and continue to make to such programs **and** the Corporation **re-assures** the Guild that **it** will continue to provide employees in the bargaining unit with access to the **professional** opportunities afforded by these programs.

It is understood and agreed that non-Guild **journalists** have a role to play in integrated TV Supper Hour programs. **It is** further agreed that hard news **is** to be handled by employees in this bargaining unit. However, non-Guild journalists assigned to integrated TV Supper Hour programs **may** be used to report hard **news** in an emergency, **or** where they have expertise, **or** special knowledge of the story, **or** where they independently originate a hard news story.

Philip A. Rigelhof
Chief Spokesperson

J.E. MacDonald
Executive Officer
CWSG (TNG)

APPENDIX "F"
June 17, 1987

LETTER OF AGREEMENT

RE: ARTICLE 27

This will record our mutual understanding that, for the purposes of Article 27, the expression "newscasts" includes the following programs produced by the News Service..

In Radio, "Newscasts" include:

"World At Eight"
"World At Six"
Night Nationals
"Sunday Magazine"
"The House"

In Television, "Newscasts" include:

"The National"
"Syndication"
"ENS" and "The National News to the East"
"Saturday Evening News"
"Sunday Evening News"
The newscast portions of the Supper Hour shows

It is understood that the above definitions apply only to the current program format/schedules in existence as of the date of this letter.

Philip A Rigelhof
Chief Spokesperson

J.E. MacDonald
Executive Officer
CWSG (TNG)

APPENDIX "G"
June 17, 1987

LETTER OF INTERPRETATION RE: VOICE REPORTS

ARTICLE 27 - JURISDICTION

This will confirm that the Guild agrees that "voice reporting of news **events**" and "interviewing of newsworthy **subjects**" as these expressions appear in the CBC/CWSG (TNG) Agreement include aspects of gathering, writing, **re-writing** and editing of **news**, **and** scripting of news film and audio and video news tape recordings. These aspects are clearly identifiable and **distinguish-able from** the functions in Article 27.1, which **are** assigned only to employees within the **bargaining** unit.

J.E. MacDonald
Executive Officer,
CWSG (TNG)

APPENDIX "H"
June 17, 1987

LETTER OF AGREEMENT

ARTICLE 20 - SEVERANCE PAY

The parties agree that in the event of a layoff of an employee(s) in the bargaining unit, such employee(s) shall be entitled to the best prevailing severance pay provisions extended to any group of laid-off employees in another Bargaining Unit in the location involved.

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Philip A. Rigelhof
Chief Spokesperson

J.E. MacDonald
Executive Officer
CWSG (ING)

APPENDIX "I"
June 17, 1987

LETTER OF AGREEMENT

INTERNAL POSTINGS

The parties recognize that, in some circumstances, there may be a vacancy in a job function in a particular newsroom but no position vacancy as defined in Art 17. When, as a result, a promotion opportunity exists for employees in that newsroom, the Corporation shall, before filling the job function permanently, advertise the available promotion only in the newsroom concerned. The best qualified candidate in that newsroom, as determined by Management, will be given the vacant job function and shall be promoted to the higher classification in accordance with the provisions of Art. 29.5.

The parties also agree that temporary employees working in the same newsroom are not eligible to compete with the full-time permanent employees in the situations described herein.

The parties further agree that such internal postings are not vacancies as described in Art. 17 and that none of the provisions of Art. 17 apply.

CANADIAN BROADCASTING
CORPORATION

CANADIAN WIRE SERVICE
GUILD (TNG)

Philip A. Rigelhof
Chief Spokesperson

Jerry E MacDonald
Executive Officer
CWSG (TNG)

Effective: 1 November 1980

En vigueur le 1er novembre 1980

ALLOWANCES AND EXPENSES — ISOLATED LOCATIONS

(formerly P.P. 5-3.1)

POLICY

The Corporation will pay isolation allowances and expenses to those employees hired or assigned to positions at isolated locations, and will provide compensation for the additional costs normally incurred when living at such locations.

ISOLATED LIVING ALLOWANCE is paid at the appropriate rate (see List of Isolated Locations) to an employee who does not receive a similar allowance from any other Crown corporation or department of the federal, provincial or territorial government.

FUEL AND SERVICE ALLOWANCE is paid at the appropriate rate (see List of Isolated Locations) to an employee who does not receive a similar allowance from any other Crown corporation or government department, or who is not provided with quarters in a government department establishment, or who does not occupy a house provided by the Corporation.

SHARED ACCOMMODATION - Employees sharing living accommodation shall not be paid fuel and service allowances which in total exceed the amount payable to a married employee. Where applicable, the appropriate rate of allowance will be apportioned among the employees sharing the accommodation in proportion to the percentage of the cost of fuel and services paid by each employee.

DEFINITIONS

For the purpose of this policy

DEPENDENT shall mean a person who resides at the Isolated location and is:

- a) The spouse of the employee, or former spouse in respect of whom the employee is legally obligated to provide the necessities of life, including a person certified by statutory declaration as living continuously with the employee and being publicly represented as the employee's spouse.

INDEMNITÉS ET FRAIS — LOCALITÉS ISOLÉES

(anc. pol. du pers. 5-3.1)

POLITIQUE

Radio-Canada verse des indemnités d'isolement et paie certains frais au personnel employé dans une localité isolée, qu'il y soit recruté ou muté. Elle l'indemnise aussi des frais supplémentaires qu'entraîne la vie dans ces endroits.

INDEMNITÉ DE SUBSISTANCE se paie, au taux qui convient (voir la liste des localités isolées) à l'employé qui ne reçoit pas déjà d'une autre société de la Couronne ou ministère du gouvernement fédéral, provincial ou territorial.

INDEMNITÉ DE CHAUFFAGE ET DE SERVICES se paie, au taux qui convient (voir la liste des localités isolées), à l'employé qui ne reçoit pas d'indemnité analogue d'une autre société de la Couronne ou d'un ministère d'État ou qui n'est logé ni dans un établissement d'État ni dans une habitation fournie par la Société.

HÉBERGEMENT PARTAGÉ - Dans le cas des employés qui partagent des locaux d'hébergement, le total des indemnités de chauffage et de services ne dépasse pas le montant payable à l'employé marié. S'il y a lieu, le taux pertinent d'indemnité est réparti entre les employés qui partagent les mêmes locaux d'hébergement, en fonction du pourcentage des frais de chauffage et de services payés par chaque employé.

DÉFINITIONS

Aux fins de la présente directive

PERSONNE À CHARGE désigne une personne qui demeure dans la localité isolée, et qui est :

- a) Le conjoint de l'employé, ou l'ex-conjoint auquel il est légalement tenu de fournir les moyens de subsistance, ou la personne qui, en vertu d'une déclaration statutaire, vit de façon continue avec l'employé et se présente publiquement comme son conjoint.



- b) One for whom the employee is eligible to claim a **personal** exemption under the Income Tax Act, or
- c) An unmarried child, stepchild, adopted child, or legal ward who does not qualify under subparagraph b) and is in full time attendance at an educational institution.
- d) Any other **relative** of the employee, if such relative is a member of the employee's household and is wholly dependent upon him/her for support by reason of mental or physical infirmity;

except that a dependent of an employee ceases to be a dependent on becoming employed by the Corporation or any other Crown corporation or government department and being in receipt of an allowance from one of them.

DÉPENDENTS STATUS - Employees are required to provide a signed statement regarding the status of dependents and to notify the Corporation of any change which affects the status of dependents in qualifying for allowances under this policy. An employee who has one or more dependents residing at the isolated location is eligible for allowances based on the married rate.

SINGLE EMPLOYEE shall mean an employee with whom no dependents are residing at the isolated location.

ISOLATED LOCATION shall mean a CBC establishment located at any of the places on the list of Isolated Locations in the H.R. Notebook, which may be revised at any time.

NORMAL PLACE OF RESIDENCE shall mean the place in Canada designated by the Corporation as the normal place of residence of the employee, after full consideration of personal family circumstances immediately prior to assignment or transfer to an isolated location.

NORMAL WORKING HOURS shall mean eight hours per day or 40 hours per week, or as otherwise set out in the job specification or collective agreement applicable to the position.

POINT OF DEPARTURE shall mean the location of the CBC production point, not qualifying as an isolated location, which is nearest to the isolated location by the most practical route.

- b) Une personne à l'égard de laquelle l'employé est autorisé à demander une exemption personnelle en vertu de la Loi de l'impôt sur le revenu, ou

- c) L'enfant, beau-fils ou belle-fille, enfant adopté ou pupille non marié qui n'est pas admissible à l'exemption prévue à l'alinéa b) et qui fréquente à plein temps une maison d'enseignement.

- d) Tout autre parent de l'employé, s'il fait partie de la maison de ce dernier et s'il est entièrement à sa charge pour cause d'invalidité mentale ou physique.

Toutefois une personne à sa charge cesse de l'être si elle entre au service de la Société Radio-Canada, d'une autre société de la Couronne ou d'un ministère de l'Etat, et touche une indemnité de l'un de ces organismes.

SITUATION DES PERSONNES À CHARGE - Les employés doivent fournir une déclaration signée concernant la situation des personnes à charge et avertir la Société de tout changement touchant l'admissibilité de ces personnes aux indemnités prévues par cette politique. Un employé dont une ou plusieurs personnes à charge résident dans une localité isolée peut recevoir les indemnités d'un employé marié.

CÉLIBATAIRE désigne l'employé avec lequel aucune personne à charge ne réside dans la localité isolée.

LOCALITÉ ISOLÉE désigne l'un des endroits énumérés dans la liste des localités isolées dans le cahier des Ressources humaines ou dans ses modifications et où Radio-Canada possède un établissement.

RÉSIDENCE HABITUELLE désigne l'endroit au Canada que la Société reconnaît comme la résidence habituelle de l'employé, compte tenu de toutes les circonstances d'ordre familial dans lesquelles il se trouvait immédiatement avant son affectation ou sa mutation dans une localité isolée.

HEURES NORMALES DE TRAVAIL signifie huit heures par jour ou 40 heures par semaine, ou conformément aux définitions d'emploi ou aux conventions collectives applicables au poste occupé par l'employé.

POINT DE DÉPART désigne le lieu du centre de production de la Société, qui ne se définit pas comme une localité isolée et qui est le plus rapproché de la localité isolée par le chemin le plus pratique.

APPLICATION

1. Period of Allowances

These allowances shall become effective on the day the employee arrives at the isolated location or on the day following the last day for which expenses under the policies governing travel or relocation expenses are paid on appointment or transfer to the isolated location, whichever is the later.

These allowances shall continue until:

- a) The day the employee ceases to receive a salary from the Corporation for employment at an isolated location.
- b) The first day for which the employee receives per diem allowances in accordance with travel or relocation expenses policies that are applicable upon the employee's transfer from the isolated location except when an employee is required to maintain a dwelling at the isolated location while receiving allowances for travel or relocation expenses.

2. Part-time employees

When isolated living, and fuel and services allowances are paid to an employee who regularly works less than the normal working hours, the allowance shall be paid at the appropriate hourly rate (see List of Isolated Locations). However, no allowance shall be paid in respect of any hours worked in excess of the "normal working hours".

3. Absence of employee

No allowances shall be paid in respect of a period during which the employee is absent without pay, except in the case of maternity leave without pay.

4. Payment of allowances while absent from location

Subject to the following limitations, payment of isolated living and of fuel and services allowances will not be affected by absences on:

- a) Corporation business, when expenses are paid under the policies covering travel, providing that
 - (i) When no dependents remain at the isolated location, the allowances will cease to be paid after the 30th day of absence, or
 - (ii) When a dependent remains at the isolated location, the allowance payable to a married employee will be reduced to the rate of a single employee after the 180th day of absence;

APPLICATION

1. Période d'indemnisation

Ces indemnités entrent en vigueur le jour où l'employé arrive dans la localité isolée ou, au plus tard, le lendemain du dernier jour où il touche les indemnités prévues par la directive sur les voyages ou la directive sur les frais de rétablissement à l'égard de son affectation ou de sa mutation dans la localité isolée.

Ces indemnités cessent :

- a) Le jour où l'employé cesse d'être rémunéré par la Société pour son service dans une localité isolée;
- b) Le premier jour où l'employé touche l'indemnité quotidienne prévue par la politique sur les déplacements ou par celle sur les frais de rétablissement applicables, selon le cas, lors de son départ de la localité isolée d'où il est muté, sauf si, pendant qu'il touche cette indemnité, il est cependant tenu de maintenir son logement dans la localité isolée.

2. Employés à temps partiel

Lorsque des indemnités de subsistance, de chauffage et de services sont accordées à un employé qui fournit régulièrement moins que le nombre d'heures normales de travail, le taux d'indemnité auquel il a droit est le taux horaire prévu à la liste des localités isolées. Cependant, aucune indemnité ne lui est versée pour les heures de travail fournies en sus des "heures normales de travail".

3. Absences

Il n'est versé aucune indemnité pour une période où l'employé est en congé non payé, sauf dans les cas de congé de maternité non payé.

4. Indemnités en cas d'absence

Sous réserve des restrictions ci-dessous, le paiement des indemnités de subsistance, de chauffage et de services n'est modifié en rien quand l'employé s'absente parce qu'il est :

- a) En mission pour le compte de la Société et que ses dépenses sont payées conformément à la directive sur les déplacements. Mais
 - (i) s'il ne reste aucune personne à sa charge dans la localité isolée, les indemnités cessent après le 30^e jour d'absence;
 - (ii) s'il reste une personne à charge dans la localité, les indemnités d'employé marié sont ramenées à celles d'employé célibataire après le 180^e jour d'absence.



with the exception that the fuel and services allowance shall continue as long as the employee continues to maintain an establishment at the isolated location.

- b) Annual leave, when the employee remains at the isolated location or returns to it immediately following such leave.
- c) Special leave, duly approved by the area head.
- d) **Absence due** to illness or Injury for which the employee is eligible for benefits under the Corporation's Disability Income Protection Plans, except when the employee leaves the isolated location during such absence and no dependent remains at the isolated location. no allowance shall be paid after the 30th day of absence, unless in the opinion of the area head. special circumstances warrant continuation of the allowance; or if a dependent remains at the isolated location the allowance will be reduced to the single rate after the 180th day of absence.

5. Payment of allowances during absence of dependents

- a) When a dependent does not accompany an employee to an isolated location, the employee shall receive allowances at the single rate until such time as the dependent journeys to the isolated location. However, if the dependent makes the journey within 90 days of the arrival of the employee, the employee shall be reimbursed the difference between the single and married rates retroactively to the date of his/her arrival at the isolated location.
- b) When the dependent leaves the isolated location and does not return within 90 days, the allowances will be reduced from the married to the single rate on the 91st day and remain at the single rate until the dependent returns.
- c) For the purposes of a) and b) above dependent shall, in the case of an employee with more than one dependent, be interpreted as the last dependent resident with the employee.
- d) When a dependent establishes temporary residence at an isolated location with the employee, allowances will be increased from the single to married rate, from the date of arrival to the date of departure of the dependent.

If the dependent does not establish permanent residence with the employee at the isolated location, relocation and transportation allowances will not be provided for the dependent to or from the isolated location.

Toutefois, l'indemnité de chauffage et de services est payée tant que l'employé continue de tenir un logement dans la localité isolée.

- b) En congé annuel et qu'il reste dans la localité isolée ou y retourne aussitôt après son congé.
- c) En congé spécial dûment approuvé par le chef de secteur.
- d) Absent en raison d'une maladie ou d'une blessure pour lesquelles l'employé touche des prestations en vertu du régime d'assurance salariale de Radio-Canada, sauf s'il quitte la localité isolée et n'y laisse aucune personne à charge, l'indemnité cesse après le 30^e jour d'absence, à moins que, de l'avis du chef de secteur, des circonstances spéciales ne justifient le maintien de l'indemnité; ou si une personne à charge reste dans la localité isolée, une indemnité de célibataire sera versée après le 180^e jour d'absence.

5. Indemnités payées pendant l'absence de la personne à charge

- a) Lorsque la personne à charge n'accompagne pas l'employé dans une localité isolée, ce dernier reçoit les indemnités d'un célibataire jusqu'à ce que la personne à charge y rende. Toutefois, si la personne à charge s'y rend dans les 90 jours de l'arrivée de l'employé, on rembourse à celui-ci la différence entre les indemnités d'un célibataire et celles d'une personne mariée, avec effet rétroactif à sa date d'arrivée dans la localité isolée.
- b) Lorsque la personne à charge s'absente de la localité isolée plus de 90 jours, les indemnités de célibataires sont versées à l'employé à partir du 91^e jour et jusqu'au retour de la personne à charge.
- c) Aux fins des paragraphes a) et b) ci-dessus, l'expression "personne à charge", dans le cas d'un employé qui en a plusieurs, signifie la dernière personne à charge qui habite avec lui.
- d) Lorsque la personne à charge établit sa résidence temporaire avec l'employé dans une localité isolée, des indemnités de personne mariée seront versées à partir du jour d'arrivée de la personne à charge jusqu'à son départ.

Si la personne à charge n'établit pas sa résidence permanente avec l'employé dans la localité isolée, les indemnités de rétablissement et de transport ne seront pas versées à la personne à charge à son arrivée ou à son départ de la localité isolée.

6. Payroll procedures for isolated allowances

The officer in charge of human resources for the area handling the administration of the isolated location will be responsible for ensuring that duly authorized advice regarding allowances for employees at isolated locations is submitted to Payrolls, Head Office.

7. Travel delays

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

8. Travel Leave

- a) The area head shall grant travel leave to an employee who is proceeding on vacation or sick leave in an amount which is the lesser of
- (i) three days, or
 - (ii) the actual time required to travel from the isolated post to the nearest point of departure and return from the nearest point of departure to the isolated post.
- b) Travel leave may be granted to points other than the nearest point of departure except that where an employee is authorized to proceed on vacation leave twice in a fiscal year, the amount of travel leave which may be granted on each occasion shall be the lesser of three days or the actual and reasonable travel time.

9. Expenses on transfer or appointment to an isolated location

- a) When an employee is transferred to the staff of an Isolated location, expenses will be paid in accordance with the policies covering travel, and those covering relocation expenses.

6. Procédure de rémunération pour les localités isolées

Le responsable des ressources humaines pour le secteur administratif dont relève la localité isolée est chargé de s'assurer que l'avis dûment autorisé concernant les indemnités à verser aux employés des localités isolées est soumis à la section des salaires, au siège social.

7. Retards durant les déplacements

- a) Lorsqu'un employé part en conge payé autre qu'un conge spécial, et que des retards de transport indépendants de sa volonté prolongent son voyage d'aller ou de retour, il lui est accordé, pour chaque absence, au plus cinq jours de voyage. Cependant, le chef de secteur peut autoriser la prolongation de cette absence dans des circonstances spéciales. L'employé continue de toucher ses indemnités en plus de son salaire au cours de cette absence.
- b) Les jours de voyage accordés en vertu du paragraphe a) ci-dessus ne viennent pas en deduction des jours de conge de l'employé, bien qu'ils soient considérés comme tels aux fins du paiement du salaire et des indemnités.

8. Congé de déplacement

- a) Le chef de secteur accorde à l'employé qui part en vacances ou en conge de maladie un conge de déplacement dont la durée est le moindre de :
- (i) trois jours, ou
 - (ii) le temps effectivement nécessaire pour aller de la localité isolée au point de départ le plus rapproché et faire le trajet inverse au retour.
- b) Un conge de déplacement peut être accordé jusqu'à des points autres que le point de départ le plus rapproché, sous réserve que si l'employé est autorisé à prendre des vacances deux fois au cours d'une année financière, le nombre total de jours de conge de déplacement ne doit pas dépasser chaque fois trois jours ou le temps de déplacement effectivement nécessaire et raisonnable si celui-ci ne dépasse pas trois jours.

9. Frais de mutation ou de nomination dans une localité isolée

- a) Lorsqu'un employé est muté dans une localité isolée, ses frais sont remboursés conformément aux directives sur les déplacements et sur les frais de rétablissement.



b) When an employee is hired at a location other than an isolated location for employment at an isolated location, the policies covering relocation expenses shall apply with regard to the journey of the employee and dependents from their normal place of residence in Canada to the isolated location.

10. Expenses when proceeding on annual leave

a) Where an employee and/or dependent proceeds on annual leave, the employee will be reimbursed the actual transportation expenses incurred for such trips to any destination. Reimbursable expenses shall be limited during the fiscal year to the amount of the return transportation expenses that would have been incurred if the journey had been made to and from the nearest point of departure; less

(i) \$50.00 in the case of a single employee or a married employee or spouse not accompanied by a dependent, or

(ii) \$85.00 in the case of the married employee or spouse accompanied by one or more dependents.

b) Where an employee is serving at an isolated location which is classified for allowances at level 1 or 2, reimbursable expenses during a fiscal year shall be limited to the amount of the return transportation expenses that would be incurred for two journeys made to and from the nearest point of departure without deduction.

c) Where an employee is serving at an isolated location classified for allowances at level 3, 4, or 5 and not accessible by means of an all weather road; reimbursable expenses during a fiscal year shall be limited to the amount of the return transportation expenses that would be incurred for one journey made to and from the nearest point of departure without deduction.

d) Subject to the approval of the area head, there may be paid in addition to the expenses authorized in a), b) and c) above, expenses incurred for meals and accommodation when an employee and/or dependent(s) proceed on annual leave and are unavoidably delayed at terminal points where no provision to pay such expenses is made by the commercial carrier providing service to the isolated location or when flight schedules between the isolated location and the nearest point of departure require an overnight stopover en route.

b) Lorsqu'un employé est engagé ailleurs que dans une localité isolée, mais pour y être affecté, la directive sur les frais de rétablissement s'applique au déplacement de l'employé et des personnes à sa charge, à partir de sa résidence habituelle au Canada jusqu'à la localité isolée.

10. Frais de congé annuel

a) Lorsqu'un employé et/ou une personne à sa charge part en congé annuel, il se fait rembourser les frais de transport réels engagés pour ces déplacements quelle qu'en soit la destination. Les frais remboursables ne doivent pas dépasser au cours d'une année financière le montant des frais de transport aller-retour qui auraient été engagés si le voyage avait été fait pour se rendre au point de départ le plus proche et en revenir, moins

(i) \$50.00 s'il s'agit d'un employé célibataire, d'un employé marié ou de son conjoint, non accompagné de personnes à charge; ou

(ii) \$85.00 s'il s'agit d'un employé marié ou son conjoint, accompagné d'une ou de plusieurs personnes à charge.

b) Lorsqu'un employé est de service dans une localité isolée qui est classée parmi les localités donnant lieu à des indemnités au niveau 1 ou 2, les frais remboursables au cours d'une année financière ne doivent pas dépasser le montant des frais de transport aller-retour qui auraient été engagés pour deux voyages faits pour se rendre au point de départ le plus proche et en revenir sans déductions.

c) Lorsqu'un employé est de service dans une localité isolée qui est classée au niveau 3, 4 ou 5 et qui n'est pas accessible par une route ouverte toute l'année, les frais remboursables au cours d'une année financière ne dépasseront pas le montant des frais de transport aller-retour qui seraient engagés pour un voyage fait pour se rendre au point de départ le plus proche et en revenir sans déductions.

d) Sous réserve de l'approbation du chef de secteur, l'employé peut recevoir, en sus des frais autorisés en a), b) et c) ci-dessus, des frais engagés pour le repas et le logement lorsqu'il et/ou les personnes à sa charge partent en congé annuel et sont inévitablement retardés en route dans un point terminal où les lignes commerciales qui desservent les localités isolées n'assument pas ces frais ou lorsque les horaires des vols entre la localité isolée et le point de départ le plus rapproché nécessitent une escale d'une nuit.

e) Expenses shall not be paid to more than one member of a family that includes more than one employee.

11. Expenses in the case of illness of employee or dependent

a) When an employee or dependent has to journey from the isolated location to obtain medical or dental treatment, the actual transportation expenses incurred will be reimbursed, when authorized by the area head, for the time actually required for treatment considering the circumstances in each case.

b) Reimbursement shall not exceed the amount of the return transportation expenses to the point of departure, or to the nearest place where adequate treatment can be obtained, whichever would result in the lesser expense.

c) Reimbursement shall not be made unless the claim is supported by a certificate from the appropriate qualified medical or dental practitioner stating that treatment was urgently required and could not be provided by services or facilities at the isolated location.

d) Where it is necessary that the employee or dependent be accompanied on the journey by some other person, transportation expenses for such a person may be reimbursed at the discretion of the area head for the time actually required, depending on the circumstances of each case.

e) In addition to the expenses reimbursable under a) to d) above, the area head may authorize reimbursement of actual and reasonable expenses incurred for meals and accommodation at the treatment centre or at northern terminal points en route

(i) where such expenses are caused by unavoidable delays in transportation or treatment, and

(ii) where no provision to pay such expenses is made by commercial carrier servicing the isolated post.

12. Expenses in case of critical illness in employee's family

a) At the discretion of the area head, an employee and/or dependent may be granted an advance on annual leave travel allowance in those cases where:

e) La Société ne rembourse les frais que d'un seul membre d'une famille qui comprend plus d'un employé.

11. Frais occasionnés par la maladie de l'employé ou d'une personne à sa charge

a) Lorsque l'employé ou une personne à sa charge doit quitter la localité isolée pour recevoir des soins médicaux ou dentaires, ses frais de transport effectivement engagés lui sont remboursés, sous réserve de l'autorisation du chef de secteur, pendant le temps effectivement nécessaire au traitement, compte tenu des circonstances dans chaque CBI.

b) Le remboursement n'exécède pas le montant de frais de transport, aller-retour, entre la localité et le point de départ ou l'endroit le plus proche où la personne intéressée peut recevoir les soins voulus, suivant le montant le moins élevé.

c) Les frais ne sont remboursés que si la note de frais est accompagnée d'un certificat délivré par le médecin ou le dentiste qui a donné les soins et attestant que ces soins étaient urgents et ne pouvaient pas être donnés dans la localité isolée à cause de l'insuffisance des installations et des services.

d) Lorsque l'employé ou une personne à sa charge doit être accompagné durant le voyage par une autre personne, les frais de transport de cette autre personne peuvent être remboursés, au gré du chef de secteur, pendant le temps effectivement nécessaire compte tenu des circonstances de chaque cas.

e) En plus des frais remboursables dans les situations de a) à d) ci-dessus, le chef de secteur peut autoriser le remboursement des frais effectivement engagés et raisonnables pour les repas et le logement au centre de traitement ou dans un point terminal du Nord durant le trajet,

(i) lorsque ces frais sont occasionnés par des retards inévitables de transport ou de traitement, et

(ii) lorsque la ligne aérienne commerciale desservant le poste isolé n'assume pas ces frais.

12. Frais à l'occasion de maladie grave dans la famille de l'employé

a) Au gré du chef de secteur, l'employé et/ou la personne à sa charge peut toucher une avance d'indemnité de déplacement de conge annuel dans les cas où :



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POLITIQUE DES RESSOURCES HUMAINES NO 5.4

- (i) a **critical illness** in the immediate family occurs outside the isolated post, and
- (ii) such illness is verified by a certificate of a qualified medical practitioner.

The deductible amount for such travel shall not apply in such cases, even though annual or special leave may be approved for the employee in conjunction with the trip.

- b) The use of this benefit by an employee and/or dependent constitutes the use of the annual leave travel allowance for that fiscal year, unless the provisions of Section 10 b) apply.
- c) Annual leave travel allowances in respect of dependents in the family who do not accompany the employee remain unchanged. Such benefits cannot be applied on behalf of the employee and/or dependent who has been granted an advance on his/her annual leave travel allowance.
- d) For purposes of this section, immediate family consists of the spouse, mother, father, sister, brother, or child.

13. Expenses for bereavement travel

- a) Where an employee has been granted leave as a result of bereavement in the immediate family, the area head may authorize reimbursement of transportation expenses up to the amount of the return transportation expenses that would have been incurred if the journey had been to and from the nearest point of departure.
- b) In the case of bereavement in the immediate family of the dependent, the area head may also authorize reimbursement of transportation expenses up to the amount of return transportation expenses that would have been incurred by the dependent if the journey had been to and from the nearest point of departure.

14. Expenses for the journey from the isolated location on termination of employment

When an employee, whose expenses on appointment or transfer to an isolated location were paid in accordance with the policies covering relocation expenses, ceases to be employed, separate expenses in respect of the return journey from the isolated location will be paid subject to the provisions outlined below:

- (i) une maladie grave survient dans la famille immédiate en dehors du poste isolé, et
- (ii) la maladie est attestée par un médecin qualifié.

Le montant deductible pour ces déplacements ne s'applique pas en pareil cas, même si l'employé est autorisé à prendre des congés annuels ou spéciaux à l'occasion du voyage.

- b) L'utilisation de ce privilège par l'employé et/ou une personne à sa charge compte comme utilisation de l'indemnité de déplacement de congé annuel pour l'année financière, à moins que les dispositions en 10 b) ne s'appliquent.
- c) Les indemnités de déplacement de congé annuel à l'égard des personnes à charge de la famille qui n'accompagnent pas l'employé restent inchangées. Ces indemnités ne peuvent être versées pour un employé et/ou une personne à sa charge qui a reçu une avance d'indemnité de déplacement de congé annuel.
- d) Aux fins de cette section, la famille immédiate comprend le conjoint, la mère, le père, la soeur, le frère ou un enfant.

13. Frais de déplacement pour cause de deuil

- a) Lorsqu'un employé est autorisé à s'absenter pour cause de deuil dans sa famille immédiate, le chef de secteur peut autoriser le remboursement des frais de transport jusqu'à concurrence du montant des frais de transport aller-retour qui auraient été engagés si le voyage avait été fait jusqu'au point de départ le plus rapproché et en sens inverse au retour.
- b) Dans le cas de deuil dans la famille immédiate de la personne à charge, le chef de secteur peut aussi autoriser le remboursement des frais de transport jusqu'à concurrence du montant des frais de transport aller-retour qui auraient été engagés par la personne à charge si le voyage avait été fait jusqu'au point de départ le plus rapproché et en sens inverse au retour.

14. Frais de l'employé qui quitte la Société

Lorsque les frais de déplacement engagés par un employé à l'occasion d'une nomination ou d'une mutation dans une localité isolée lui ont été remboursés conformément à la directive sur les frais de rétablissement et que cet employé quitte la Société, les frais de son voyage de retour lui sont remboursés sous réserve des conditions énoncées ci-dessous :

a) When the employee has **ceased** or **is about to cease** to be employed by **reason of**:

- Attaining **retirement age**
- **Disability**
- **Reduction in staff or lay-off**

the travelling expenses of the employee and dependents will be paid up to an amount not exceeding the expenses to the employee's normal place of **residence**.

b) When an employee **dies** at an isolated location, the **travelling** expenses of the **dependents** will be paid up to an amount not exceeding the expenses to the normal place of residence.

c) When the employee **has ceased** or **is about to cease** to be employed by **reason of**:

- **Expiration** of term for which engaged
- **Resignation**

travelling expenses of the employee and dependents **will be paid** subject to provisions of d), e) and f) below.

d) When the employee **has served** a continuous term of **FIVE YEARS OR MORE** at an isolated location, expenses will be paid as in a) above.

e) When the employee has served a continuous term of **MORE THAN ONE YEAR** at an isolated location but **less than five years**, the expenses of the employee and dependents will be paid up to an amount not **exceeding** the expenses to the point of departure or to the normal place of residence, whichever is the **lesser** expense.

f) When the employee has served a Continuous period of **LESS THAN ONE YEAR** at an Isolated location, the area head may authorize:

(i) The transportation expenses of the employee and dependents to the point of departure or to the normal place of residence, whichever is the lesser expense.

(ii) **An advance**, not exceeding the amount of the transportation expenses. **However, before** leaving the isolated location, the employee shall agree in writing to repay the **Corporation** the amount of advance declared by the **area head** as being recoverable. No such repayment will be **necessary** when the employee is removed by Management during probationary period.

a) Lorsque l'emploi a **cessé** ou est sur le point de le faire, parce que :

- l'employé a atteint l'**âge** de la retraite,
- il est frappé d'**incapacité**,
- il y a eu **compression** du personnel ou licenciement,

la Société paie ses frais de déplacement et ceux des personnes à sa charge jusqu'à concurrence du montant **nécessaire** pour se rendre à sa **résidence habituelle**.

b) Lorsqu'un employé meurt dans une localité **isolée**, la Société paie les **frais de déplacement des personnes à charge** jusqu'à concurrence du montant **nécessaire** pour se rendre à leur **résidence habituelle**.

c) Lorsqu'un employé a quitté son emploi ou est sur le point de le faire, par suite

- de l'**expiration** de son engagement, ou
- de sa **démission**,

la Société paie ses frais de déplacement et ceux des personnes à sa charge conformément aux paragraphes d), e) et f) ci-dessous.

d) Si l'employé compte **AU MOINS CINQ ANNÉES** de service continu dans une localité isolée, ses frais lui sont remboursés conformément au paragraphe a) ci-dessus.

e) Si l'employé compte **PLUS DE UNE MAIS MOINS DE CINQ ANNÉES** de service continu dans une localité isolée, la Société lui rembourse ses frais et ceux des personnes à sa charge jusqu'à concurrence du montant **nécessaire** pour qu'il se rende au point de départ ou à sa **résidence habituelle**, selon le **moindre** des montants à engager.

f) Si l'employé a **MOINS DE UNE ANNÉE** de service continu dans une localité isolée; le chef de secteur peut autoriser :

(i) Le remboursement des frais de transport de l'employé et des personnes à sa charge jusqu'au point de départ ou à la résidence habituelle de l'employé, selon le **moindre** des montants à engager.

(ii) Une avance n'excédant pas le montant des frais de transport; toutefois, avant de quitter la localité isolée, l'employé doit s'engager par écrit à remettre à la Société la fraction de l'avance que le chef de secteur a déclarée remboursable; l'employé n'est tenu à aucun remboursement si la direction le déplace pendant son stage.

- g) When an employee is dismissed for cause, and has served at an isolated location for a continuous period of
- (i) Less than five years, the area head may authorize payments as in f) above.
 - (ii) Five years or more, the area head may authorize payment as in e) above.
- h) Amounts shall not be paid under this section without the authorization of the area head, unless expenses are incurred within two weeks of the day the employee ceases to perform his/her duties. When transportation facilities for household effects are not available within that period, expenses relating to the removal of such effects will be paid if shipment is made at the earliest date on which transportation facilities are available.
- i) When an employee resigns, or is dismissed for cause, within six months of the date of returning from annual leave in respect of which expenses were paid as in f) above, the amount of expenses normally payable under a) to g) above will be reduced by the amount of expenses paid in respect of the annual leave.
- j) For the purpose of expenses for the journey from the isolated location on termination of employment, a child who has ceased to qualify as a dependent will qualify for payment of expenses as a dependent if unmarried and providing that expenses were paid in respect of the child's journey to the isolated location, in accordance with the policy covering Relocation.

15 Medical examination

The Corporation requires all employees and their dependents to be medically examined by a physician, designated by and at the expense of the Corporation before transfer or assignment to an isolated location.

REFERENCES

Policy 5.1 - Travel - Canada
Policy 5.6 - Relocation Expenses
H.R. Notebook E.5 - List of Isolated Locations

- g) Lorsqu'un employé est congédié pour motif fondé après avoir passé sans interruption, dans une localité isolée :
- (i) Moins de cinq années, le chef de secteur peut autoriser le remboursement de ses frais de déplacement conformément au paragraphe f);
 - (ii) Au moins cinq années, le chef de secteur peut autoriser le remboursement de ses dépenses conformément au paragraphe e).
- h) Aucun remboursement n'est fait en vertu de cet article sans l'autorisation du chef de secteur à moins que les frais n'aient été engagés dans les deux semaines qui suivent le jour où l'employé cesse de remplir ses fonctions. Quand le déplacement de mobilier ne peut avoir lieu dans ce délai, la Société en rembourse les frais à condition que le déménagement ait lieu dès que des moyens de transport sont disponibles.
- i) Quand un employé démissionne ou est renvoyé pour motif fondé dans les six mois de son retour d'un congé annuel et que les frais de déplacement occasionnés par le congé lui ont été remboursés conformément au paragraphe f) ci-dessus, le montant des frais ordinairement remboursables en vertu des paragraphes a) à g) ci-dessus est réduit des frais remboursés à l'occasion du congé annuel.
- j) Aux fins des frais à la cessation d'emploi, un enfant qui n'est plus considéré comme personne à charge est néanmoins admis au remboursement à titre de personne à charge, s'il n'est pas marié et si ses dépenses d'aller à la localité isolée ont été remboursées conformément à la directive sur les frais de rétablissement.

15. Visite médicale

Les employés et les personnes à leur charge doivent passer une visite médicale, aux frais de la Société et chez un médecin de son choix, avant d'être mutés ou affectés dans une localité isolée.

RÉFÉRENCES

Politique 5.1 - Déplacements au Canada
Politique 5.6 - Frais de rétablissement
Cahier des ressources humaines E.5 -
Liste des localités isolées.

1 October 1978

En vigueur le 1er octobre 1978

RELOCATION EXPENSES

(formerly P.P. 4-5.1)

POLICY

On relocation, employees will be reimbursed for expenses in accordance with the terms of this policy.

APPLICATION

1. Authorization of relocation

The Human Resources officer responsible for approving expenses charged to relocation budgets will determine the eligibility of an employee for total or partial relocation expenses and the allowances applicable to transportation, removal of household effects, temporary accommodation, real estate, and miscellaneous expenses.

The Human Resources officer at the releasing location will ensure that the employee is properly briefed on the provisions available in connection with the move and that the correct procedures are followed in preparing estimates. If the Home Disposal Plan is available to the employee, the Human Resources officer will provide sufficient guidance to the employee to ensure compliance with the Home Disposal Plan procedures.

2. Allowances

The Corporation provides allowances to meet various expenditures or costs normally incurred in the relocation of an employee and dependents. These allowances are listed on the Estimate of Cost of Relocation Form CBC 210, but only those expenses may be claimed which are relevant to the particular circumstances under which the employee is relocated.

3. Real estate costs at point of departure

- a) Homeowners, when authorized, may:
 - (i) claim the cost of real estate commission and legal fees up to the standard schedules of fees, if selling residence through realtor.

FRAIS DE RÉÉTABLISSEMENT

(Mapol. du pers. 4-5.1)

POLITIQUE

Le rétablissement des employes est défrayé conformément aux dispositions de la présente politique.

APPLICATION

1. Autorisation de rétablissement

L'agent des ressources humaines chargé d'approuver les dépenses à imputer sur le budget de rétablissement déterminera si l'employé est admissible au remboursement total ou partiel des frais de rétablissement et les indemnités qui peuvent être accordées pour le transport, le déménagement des articles de ménage, l'hébergement temporaire, le courtage immobilier et les faux frais.

L'agent des ressources humaines de la succursale cédante veille à ce que l'employé soit bien mis au courant des dispositions dont il peut bénéficier à l'occasion de son rétablissement et que la bonne procédure soit suivie dans la préparation des devis estimatifs. Si le service de vente de l'habitation est accessible à l'employé, l'agent des ressources humaines lui fournit les indications voulues pour s'assurer que la procédure du service est bien suivie.

2. Indemnités

La Société accorde des indemnités pour couvrir les divers frais normaux de rétablissement d'un employé et des personnes à sa charge. Ces indemnités sont énumérées sur la formule CBC 210, Estimation du coût de rétablissement, mais seuls sont remboursés les frais découlant des circonstances particulières du rétablissement de l'employé.

3. Frais d'opérations immobilières au point de départ

- a) Les propriétaires d'une habitation qui y sont autorisés :
 - (i) peuvent demander le remboursement de la commission de courtier en immobilier et des frais d'acte, jusqu'à concurrence des barèmes en vigueur, s'ils vendent leur habitation par l'entremise d'un courtier en immobilier;

- (ii) claim cost of legal fees and advertising if employee sells privately.
- (iii) apply for the Home Disposal Plan under conditions outlined in Appendix A (except for those with revenue property, rural property **exceeding** ten acres, mobile home, or property exceeding a value of **\$225,000** - higher than **\$225,000** if city is **indexed** above Toronto).

NOTE:

Employees who have initiated any action under (i) or (ii) will not be eligible for the Home Disposal Plan. Homeowners who opt to sell through a realtor or privately are responsible for all costs related to interim financing, mortgage discharge penalties, temporary loans or other financial arrangements made in connection with the sale of their property.

- b) Homeowners who decide to **sell** their residence under **option a) (i) or a) (ii)** and who, along with their dependents, are occupying a permanent residence at the new location may claim up to **three months'** taxes, mortgage, fuel, and **electricity** if the former residence remains vacant prior to the **sale**.
- c) Homeowners who decide to rent their residence may claim **cost** of legal fees and advertising to obtain a tenant. When the **employee** and dependents **are** occupying a permanent residence at the new location and the former residence remains vacant prior to renting, the costs for up to three months' taxes, mortgage, fuel, and electricity will be **allowed**.
- d) **Employees** renting their present residence may claim costs of breaking a lease up to a maximum of three months' rent.

- (ii) **peuvent** demander le **remboursement** des frais d'acte et du coût de la publicité, s'ils la vendent eux-mêmes;
- (iii) **peuvent** faire appel au service de vente de l'habitation aux conditions **exposées** à l'Annexe A (sont exclus ceux qui ont une propriété de rapport, une propriété rurale de plus de 10 acres, une maison mobile ou une propriété dont la valeur dépasse **225 000 \$** - ou plus de **225 000 \$** si l'indice immobilier de la ville en question est supérieur à celui de Toronto).

NOTE :

Les employés qui ont fait des démarches en vertu des sous-alinéas (i) ou (ii) ci-dessus ne sont pas admissibles au service de vente de l'habitation. **Les propriétaires** qui font vendre leur habitation par un courtier ou la vendent eux-mêmes doivent assumer tous les coûts ayant trait au financement provisoire, aux sanctions pécuniaires de libération de l'hypothèque, aux emprunts temporaires ou autres arrangements financiers faits à l'occasion de la vente de leur propriété.

- b) **Les propriétaires** qui vendent leur habitation en vertu de l'option a) (i) ou a) (ii) et qui, de même que leurs personnes à charge, occupent une résidence permanente à la nouvelle succursale peuvent demander au maximum trois mois de taxes, d'hypothèques, de combustible et d'électricité si l'ancienne résidence reste vacante avant la vente.
- c) **Les propriétaires** qui décident de louer leur habitation peuvent demander le remboursement des frais d'acte et de la publicité pour trouver un locataire. Lorsque ces employés et leurs personnes à charge occupent une résidence permanente dans la nouvelle ville et que l'ancienne habitation demeure vacante avant la location, les frais d'au plus trois mois de taxes, d'hypothèques, de combustible et d'électricité peuvent être remboursés.
- d) **Les employés** qui louent leur habitation actuelle peuvent demander le remboursement des frais de rupture de bail jusqu'à concurrence de trois mois de loyer.

4. Obtaining residence at new location

a) House hunting trip

Transportation, accommodation, and per diem allowances for a period of five days plus travel time to seek permanent residence at the new location may be allowed for the employee and spouse. Cost of renting a car up to \$30 per day, and cost of child care may also be claimed during the house hunting trip.

b) Purchase of new home

Legal fees charged in connection with buying a residence may be claimed including tax on transfer of title to property.

c) Rental

Rental agents fee or advertising costs up to \$300 for finding rental accommodation may be claimed

5. Removal of household effects

a) Cost of packing, cartage, and insurance based on standard formula of value by weight provided by moving firms will be allowed.

b) Storage costs up to maximum of two months, if required, pending occupancy of new residence will be allowed.

The moving company selected to handle the move is to be chosen from a list of proven companies available from the Human Resources office. An estimate of the costs for moving household effects is to be obtained from the moving firm selected.

Claims for moving household effects may include charges for moving one automobile. The Corporation will also allow for the cost of moving a second automobile or other vehicle such as a trailer, snowmobile, boat or other recreational vehicle but only up to the cost of moving an automobile by auto carrier.

4. Installation dans la nouvelle ville

a) Recherche d'une maison

Le transport, l'hébergement et les indemnités quotidiennes pour une période de cinq jours auxquels s'ajoutent des créances de temps de déplacement pour chercher une résidence permanente dans la nouvelle ville, peuvent être remboursés à l'employé et à son conjoint. Les frais de location de voiture jusqu'à concurrence de 30 \$ par jour et les frais de garderie pendant le voyage de recherche d'une habitation peuvent aussi être remboursés.

b) Achat d'une nouvelle maison

Les frais d'acte se rattachant à l'achat d'une habitation peuvent être remboursés, y compris la taxe de cession du titre d'une propriété.

c) Loyer

La commission des agents de location et les frais de publicité jusqu'à concurrence de 300 \$ en vue de trouver un loyer peuvent être remboursés.

5. Déménagement des effets mobiliers

a) Les frais d'emballage, de transport et d'assurance en fonction de la formule normalisée de valeur/poids fournie par les entreprises de déménagement peuvent être remboursés.

b) Les frais d'entreposage, jusqu'à concurrence de deux mois, au besoin, en attendant de pouvoir occuper la nouvelle résidence.

L'employé choisit la firme pour le déménagement et choisit la liste de déménageurs recommandés par le bureau des ressources humaines. Il faut demander au déménageur choisi le devis de déménagement des effets mobiliers.

Les demandes relatives aux effets mobiliers peuvent inclure les frais de déménagement d'un deuxième véhicule, mais autorise aussi les frais de déménagement d'un deuxième véhicule, tel qu'un bateau, un véhicule de loisir, un camion, etc. Le coût de déménagement est autorisé par porte-voitures.

HUMAN RESOURCES POLICY NO. 5.6

- POLITIQUE DES RESSOURCES - 95 - HUMAINES N° 5.6

An employee may claim for the cost of moving one household pet.

The cost of moving plants may also be permitted up to a maximum of \$100.

The employee is responsible for making all arrangements for extra insurance and special moving or storage requirements. The allowance for miscellaneous expenses is intended to cover the costs for such services.

Un employé peut se faire rembourser le coût de déménagement d'un animal familier. Les frais de déménagement de plantes peuvent aussi être autorisés jusqu'à concurrence de 100 \$.

L'employé a la responsabilité de souscrire toute assurance complémentaire et de s'occuper de tout arrangement special ayant trait au déménagement ou à l'entreposage. L'indemnité Pour frais divers est destinée à couvrir ce genre de dépenses.

6. Transportation and travel accommodation

- a) Allowances to cover cost of transportation of employee and dependents to the new location. Depending on the mode of travel, fare by bus, train or economy air will be provided or, if driving own vehicle, a mileage allowance may be claimed.
- b) Cost of accommodation and a per diem allowance to cover meals and incidental expenses for up to 18 days will be allowed including periods required for such accommodation at the point of departure and at destination.

Per diem rates will be based on full travel per diem allowance for employee and for spouse, two-thirds per diem for dependents age 18 and over, half per diem for dependents under 18. Per diem rates will also apply while travelling by common carrier or automobile when authorized.

- c) If accommodation at a private residence is used, the per diem rates plus a single allowance of \$10 will be allowed for each day that such accommodation is used by the employee and dependents.

NOTE:

Any extra costs incurred as a result of personal stopovers or side trips made while travelling to the new location are the responsibility of the employee.

6. Transport et hébergement

- a) Indemnités pour couvrir les frais de transport de l'employé et des personnes à sa charge jusqu'à destination. Selon le mode de déplacement, le prix du billet par autobus, chemin de fer ou avion en classe économique sera fourni; si l'employé conduit sa propre voiture, il peut demander une indemnité de parcours.
- b) Il est accordé une indemnité d'hébergement et une indemnité quotidienne destinée à couvrir les repas et les faux frais pour une durée d'au plus 18 jours, y compris les périodes requises pour cet hébergement au point de départ et au lieu de destination.

L'indemnité quotidienne entière est accordée à l'employé et à son conjoint. Les 2/3 aux personnes à charge âgées d'au moins 18 ans et la moitié à celles de moins de 18 ans. La Société peut aussi accorder les indemnités quotidiennes durant les déplacements par transport en commun ou en voiture particulière.

- c) Si l'hébergement a lieu dans une habitation privée, les indemnités quotidiennes plus une indemnité forfaitaire de 10 \$ pour chaque jour de la durée de l'hébergement de l'employé et des personnes à sa charge sont versées.

NOTE

Les frais additionnels engagés par suite d'un arrêt ou d'un détour personnels lors du déplacement vers la destination sont à la charge de l'employé.

7. Temporary accommodation pending occupancy of permanent residence

- a) When an employee and dependents', if any, travel to the new location and require a further period of temporary accommodation

7. Hébergement temporaire on attendant d'occuper la résidence permanente

- a) Lorsqu'un employé et les personnes à sa charge, s'il en est, se rendent à la nouvelle succursale et que les délais relatifs à

after the travel provisions for accommodation and regular per diem have expired, allowances may be given as follows:

- up to 30 days costs of accommodation plus half per diem rates.
- a further 30 days • cost of accommodation only with no per diem.

- b) When employee precedes dependents to new location, the employee will be allowed regular travel per diem plus cost of accommodation approved by the Human Resources officer at the new location until the new residence is available for occupancy, provided this allowance does not extend beyond three months. No extension of such allowance for more than three months is to be granted unless authorized by divisional or corporate management.

While the employee is separated from dependents, the Corporation will pay transportation costs for one trip home every third week-end until the dependents join the employee at the new location.

When the dependents move to the new location, travel per diems and costs of accommodation may be allowed until the new residence is ready for occupancy, but not to exceed 15 days.

8. Allowances for miscellaneous expenses

Employees with household effects to be transported will be allowed the equivalent of one month's basic salary at the new rate in effect on the date of transfer to the new establishment. This allowance is to cover such items as alterations, installation charges, new licences, school uniforms and all items not specifically provided for under allowances for transportation, removal of household effects, travel, temporary accommodation and real estate expenses.

9. Settlement of claims

Allowable expenses incurred will be paid by the Corporation on the basis of properly receipted claims submitted by the employee, provided

l'hébergement et aux indemnités quotidiennes sont expirés, mais qu'une autre période d'hébergement temporaire est requise, les indemnités suivantes peuvent être accordées :

- jusqu'à concurrence de 30 jours : les frais d'hébergement plus la moitié des indemnités quotidiennes;
- une autre tranche de 30 jours : les frais d'hébergement sans indemnité quotidienne.

- b) Lorsqu'un employé précède sa famille à destination, il lui est accordé une indemnité régulière de déplacement plus les frais d'hébergement approuvés par l'agent des ressources humaines de la nouvelle succursale jusqu'à ce que la nouvelle habitation soit prête à occuper, sous réserve que ce régime ne doit pas durer plus de trois mois. Aucune prolongation n'est accordée à moins qu'elle ne soit approuvée par la direction divisionnaire ou nationale.

Lorsque l'employé est séparé de sa famille, la Société paie les frais de transport d'une visite chez lui une fois toutes les trois fins de semaine, jusqu'à ce que la famille rejoigne l'employé dans la nouvelle ville.

Des indemnités quotidiennes de déplacement et d'hébergement peuvent être accordées aux personnes à charge se rendant dans la nouvelle ville, jusqu'à ce que la nouvelle résidence soit prête à les recevoir, mais pendant au plus 15 jours.

8. Indemnisation des faux frais

Les employés dont les effets mobiliers doivent être démenagés ont droit à un montant égal à un mois de salaire de base au nouveau taux en vigueur au moment où la mutation devient effective. Cette indemnité couvre divers frais : retouches, frais d'installation, nouveaux permis, costumes scolaires et tout ce qui n'est pas couvert par les indemnités de transport, de démenagement des effets mobiliers, de déplacement, d'hébergement temporaire et frais d'opérations immobilières.

9. Règlement des notes de frais

La Société prend à sa charge les frais admissibles engagés par l'employé, sur présentation de pièces justificatives dûment

HUMAN RESOURCES POLICY NO. 5.6

these expenses are in conformity with approved policy. The Corporation **expects** the **employee** to **finalize** the relocation within a maximum **period of three** months from the date that the employee and dependents, if any, are relocated in their **new** residence.

10. Allowances for travel expenses

Allowances for transportation, accommodation and per diem to cover meals, **gratuities** and incidental expenses **are** based on the provisions of Travel - Canada.

REFERENCES

- Policy 5.1 - Travel - Canada
- Policy 5.2 - Travel Outside Canada
- policy 5.7 - Relocation Expenses - Foreign Postings
- Policy 5.10 - Interest-Free Loans on Relocation

- - POLITIQUE DES RESSOURCES - 97 - HUMAINES NO 5.6 -

quittancées et pourvu que les frais soient conformes à la politique approuvée. L'employé doit présenter les notes frais relatives à son rétablissement dans les trois mois qui suivent la date où lui-même et les personnes à sa charge, s'il en est, sont installés dans leur nouvelle habitation.

10. Indemnités de déplacement

Les indemnités de transport et d'hébergement et l'indemnité quotidienne couvrant les repas, pourboires et faux frais se fondent sur les dispositions de la politique intitulée "Déplacements au Canada".

RÉFÉRENCES

- Politique 5.1 - Déplacements au Canada
- Politique 5.2 - Déplacements à l'étranger
- Politique 5.7 - Frais de rétablissement - Missions A l'étranger
- Politique 5.10 - Prêt sans intérêt lors d'un rétablissement

Appendix 'A'

Annexe A

HOME DISPOSAL PLAN

Employees who are relocated at the request of the Corporation will be entitled to assistance under the Home Disposal Plan, subject to the conditions for eligibility. The Plan is designed to help such employees relocate with minimum disruption and to establish them and their family in the new environment as quickly and smoothly as possible.

Conditions

1. The Home Disposal Plan when authorized is applicable only to employees who own single family, residential dwellings, or rural property of 10 acres or less. The Plan does not apply to income producing property nor to any property appraised at more than \$225,000 (higher than \$225,000 if city is indexed above Toronto).
2. The Plan is limited to the sale of homes in Canada.
3. The Plan applies only to relocations involving individual employees; it is not applicable when groups of employees are involved, unless the Corporation specifically determines that it is in the best interests to apply the Plan, in whole or in part, to such group relocations.
4. After relocation is approved, to remain eligible for the Home Disposal Plan, employees must not have listed their home with any real estate agency or have made any attempts to sell their home privately.
5. Any eligible employee who decides not to participate in the Plan may then claim only for other relocation expenses as authorized by Corporate policy. Any claim for extra compensation due to inability to dispose of a home will not be considered.
6. The employee may choose one of the relocation companies who are authorized to act as agents of the Corporation. Names of these companies are available from the local Human Resources department. Employees must adhere to the requirements established by the selected company and once selected no change in the relocation company is permitted.
7. Questions concerning eligibility of employees for the Home Disposal Plan, and for Interpretations of the Plan, are to be referred to

**SERVICE DE VENTE DE
L'HABITATION**

Les employés qui sont réétablis à la demande de la Société ont droit de recourir au service de vente de l'habitation, s'ils remplissent les conditions d'admissibilité. Le service a pour but d'aider l'employé à changer de résidence sans trop de soucis et à s'installer, lui et sa famille, dans un nouveau milieu aussi rapidement et aussi aisément que possible.

Conditions

1. Le service de vente de l'habitation, lorsqu'il est autorisé, ne s'applique qu'aux employés qui sont propriétaires d'une habitation unifamiliale qu'ils occupent ou d'une propriété rurale de 10 acres ou moins. Il ne vaut pas pour les propriétés à revenus ni pour une propriété dont la valeur dépasse les 225 000 \$ - ou plus de 225 000 \$ si l'indice immobilier de la ville en question est supérieur à celui de Toronto).
2. Le service se limite à la vente de l'habitation au Canada.
3. Le service ne s'applique qu'au rétablissement d'un seul employé et non aux réétablissements de groupes, à moins que la Société ne juge qu'il y a de son intérêt d'y avoir recours pour la totalité ou une partie des employés visés.
4. Une fois le rétablissement approuvé, les employés qui veulent rester admissibles au service de vente de l'habitation ne doivent pas avoir inscrit leur habitation à une agence immobilière ni avoir essayé de vendre leur propriété eux-mêmes.
5. L'employé admissible qui décide de ne pas s'adresser au service ne peut dès lors demander d'autres indemnités que celles des frais de rétablissement autorisés par la Société. Toute demande d'indemnité spéciale du fait que l'habitation n'a pu être vendue sera rejetée.
6. L'employé peut choisir l'une des compagnies de rétablissement qui sont autorisées à agir comme agents de la Société. Il peut demander le nom de ces compagnies au service des ressources humaines de l'endroit. L'employé doit se conformer aux exigences fixées par la compagnie choisie et le choix d'une compagnie de rétablissement est irréversible.
7. Les questions ayant trait à l'admissibilité des employés au service de vente de l'habitation ou à l'interprétation du service doivent être

the Manager, Working Conditions, Head Office. The Corporation reserves the right to deny the use of the Home Disposal Plan to any employee where it deems that such use would be detrimental to the best interest of the Corporation.

Responsibility

Responsibility for administering the Home Disposal Plan and for approving all expenditures rests with the Vice-president, Human Resources and Administration or his/her delegate. Usually, this delegation resides with the Manager, Working Conditions, at Head Office.

Procedures

1. When an employee's eligibility for the Home Disposal Plan is approved in accordance with Corporate policy, the Human Resources department at the employee's current location will provide sufficient guidance to the employee to permit selection of a relocation company as quickly as possible. Above all, the employees must be advised immediately that, if they list their home for sale or attempt to sell privately, they will forfeit eligibility for the Home Disposal Plan.
2. The Manager, Working Conditions at Head Office is to be notified of the name of the selected relocation company and the name, address and telephone number of the employee.
3. The Manager, Working Conditions will initiate contact with the relocation company. Under normal circumstances all subsequent contacts between the employee, the relocation company and Manager, Working Conditions.
4. Details of the Home Disposal Plan, including the procedure to be followed between the employee and the relocation company, will be provided in person and confirmed in writing by the relocation company. Part of this process will include written confirmation by the employee to the relocation company that the details of the Plan have been fully explained.
5. The relocation company bills the Corporation directly for its contracted services.
6. The Corporation reserves the right to suspend the Home Disposal Plan at any time or to refuse to grant the Plan in any specific instance.

Indicates e change.
Issued 1 July 1983.

soumises au chef des régimes de travail au siège social. La Société se réserve le droit de refuser à tout employé de recourir à ce service, si elle juge que cette démarche peut nuire à ses intérêts propres.

Responsabilité

La responsabilité de l'administration du service de vente de l'habitation et de l'approbation des dépenses relève du vice-président aux ressources humaines et à l'administration ou de son délégué, c'est-à-dire, ordinairement, le chef des régimes de travail, au siège social.

Procédures

1. Quand l'admissibilité d'un employé au service de vente de l'habitation est approuvée conformément à la politique de la Société, le service des ressources humaines de la succursale cédante de l'employé lui fournit les renseignements nécessaires qui lui permettront de choisir une compagnie de rétablissement le plus rapidement possible. Par-dessus tout, l'employé doit être averti sans tarder que s'il inscrit son habitation à une agence ou essaie de la vendre lui-même, il est inadmissible au service de vente de l'habitation.
2. Le chef des régimes de travail au siège social doit être informé du nom de la compagnie de rétablissement choisie ainsi que du nom, de l'adresse et du numéro de téléphone de l'employé.
3. Le chef des régimes de travail amorce les démarches auprès de la compagnie de rétablissement. Normalement, tous les autres contacts se font entre l'employé, la compagnie de rétablissement et le chef des régimes de travail.
4. Les renseignements sur le service de vente de l'habitation et sur les arrangements entre l'employé et la compagnie de rétablissement sont communiqués personnellement et confirmés par écrit par la compagnie de rétablissement. L'employé doit confirmer par écrit à la compagnie de rétablissement que les détails du service ont été pleinement expliqués.
5. La compagnie de rétablissement facture la Société directement pour ses services contractuels.
6. La Société se réserve le droit d'abroger le service de vente de l'habitation à tout moment ou d'en refuser l'application dans n'importe quel cas particulier.

Indique un changement.
Publié le 1er juillet 1983.

Effective: 21 May 1981

En vigueur le 21 mai 1981

INTEREST-FREE LOANS ON RELOCATION

POLICY

When the Corporation requires an employee to relocate to an area where the cost of housing of comparable standard is significantly higher than at the employee's present location, assistance may be provided in the form of an interest-free loan for a limited period of time if the employee wishes to purchase a house.

APPLICATION

As a homeowner at the old location, the employee is eligible for an interest-free loan if he/she is eligible for full relocation expenses as determined by the policy on Relocation Expenses, (Policy 5.6 Section 1).

When eligibility for an interest-free loan has been determined and authorized, the following conditions will apply:

1. The employee must purchase a home at the new location. This purchase may be deferred or delayed up to one year from the date of transfer if agreed to in writing by the Corporation.
2. The Corporation will determine, on the basis of suitable indices and/or a comparative appraisal, whether housing at the new location is more expensive than at the old. If this differential is less than 10%, no interest-free loan will apply.
3. For homeowners who intend to buy at the new location, a fair market value for the employee's present home will be established in the manner described in the Home Disposal Plan (Appendix "A", Policy 5.6).
4. Loans up to \$50,000 may be granted. The actual amount of the loan may depend on various factors such as the market value of the present home, the purchase price of the new home, the housing cost differential between the two locations, and interest rates at the time of application for the loan. The specific formula used for this purpose is available through local Human Resources.

PRÊT SANS INTÉRÊT LORS DUN RÉÉTABLISSEMENT

POLITIQUE

Lorsque la Société exige d'un employé qu'il déménage dans une localité où les coûts d'une habitation comparable sont sensiblement plus élevés que dans la localité où il habite actuellement, elle peut lui offrir, pour une période de temps limitée, un prêt sans intérêt pour l'achat d'une maison.

APPLICATION

A titre de propriétaire dans l'ancienne localité, l'employé est admissible à un prêt sans intérêt à condition qu'il ait droit à la pleine indemnisation de ses frais de rétablissement selon la politique sur les frais de rétablissement (RH 5.6 article 1).

L'admissibilité de l'employé et les modalités du prêt sans intérêt sont déterminées par les critères et conditions qui suivent :

1. L'employé doit faire l'achat d'un domicile dans la nouvelle localité. Cet achat peut être différé ou retardé d'un an, de la date de mutation, si la Société y convient par écrit.
2. La Société déterminera, sur la base d'indices sérieux et/ou d'une évaluation comparative, si les habitations dans la nouvelle localité sont plus coûteuses que dans l'ancienne. Si la différence est inférieure à 10%, le prêt sans intérêt ne peut être consenti.
3. Une valeur commerciale équitable sera établie pour l'habitation actuelle de l'employé selon la méthode décrite par les services de vente de l'habitation (annexe "A", politique 5.6).
4. On accordera des prêts jusqu'à 50 000 \$. Le montant effectif du prêt peut dépendre de divers facteurs comme la valeur commerciale du domicile actuel, le prix d'achat de la nouvelle maison, la différence des coûts d'habitation entre les deux localités, et les taux d'intérêt au moment de la demande de prêt. Pour connaître la formule exacte, il faut s'adresser aux Ressources humaines locales.



5. The Corporation **will require** that the loan be secured in the form of a mortgage **and/or** other instrument of indebtedness.
6. The loan becomes due and payable:
 - a) at the end of five years. or
 - b) at the date of termination of employment, or
 - c) upon the sale or rental of the homewhichever occurs earliest.
7. The Corporation **reserves** the right to suspend this policy at any time or to **refuse** a loan in any specific instance.
8. Responsibility for administering Interest-Free Loans on Relocation and for approving all expenditures rests with the **Vice-President**, Human Resources and Administration or his/her delegate. Usually, this delegation resides with **the** Manager, Working Conditions, at Head Office.

REFERENCE

Policy 5.6 - Relocation expenses

**Indicates a change
Issued 1 November 1983**

5. La **Société exige** que le prêt soit garanti **par** une **hypothèque** et/ou toute autre forme d'obligation financière.
6. Le prêt échoit et devient remboursable :
 - a) au bout de cinq ans, ou
 - b) A la date de cessation de service de l'employé, ou
 - c) à la vente ou à la location à un tiers de l'habitation,selon la première occurrence.
7. La **Société se réserve** le droit de suspendre l'application de cette politique à tout moment ou de refuser un prêt dans n'importe quel cas.
8. La responsabilité de l'administration des prêts sans intérêt lors d'un rétablissement et de l'approbation des dépenses relève du **vice-président** aux ressources humaines et à l'administration ou de son **délégué**, c'est-à-dire, ordinairement, le **chef** des régimes de travail, au siège social.

RÉFÉRENCE

Politique 5.6 - Frais de rétablissement

**Indique un changement
Publié le 1^{er} novembre 1983**

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WAGE CARD FOR AGREEMENT NO. 0396802

JURISDICTION

FED x	AGREEM. EFFEC. DATE: 851128	SETTLEMENT DATE: 870617
PROV	AGREEM. EXP. DATE: 881122	WAGE EFFECTIVE DATE: 851127
PSSRA	NO. OF EMPLOYEES: 545	WAGE REOPENER DATE:
		STAGE OF SETTLEMENT: PCB
		DUR. OF NEGOTIATION: 21

SIC: 543

COMPANY: Canadian Broadcasting Corp.

UNION: The Newspaper Guild - Canadian Region

LOCATION: Canada-Wide, Multiple

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

> previous base rate does not exist any more GROUP 1

>
>

9,172.85

OCCUP.: editorial assistant (6mois)

HOURS WORKED: 1950.00

PREV. NEG. BASE RATE: 8.863 + COLA FOLD-IN AMT: (0.000) = 8.863

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
851128	9.129	3.00	861128	9.312	2.00	871128	9.682	4.00

WAGE INCREASES:

> 3%,2%,4% ATB

>

LUMP SUM PAMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

>
>

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE:

>
>

TRIGGER: >

CAP: >

COMP. PER.:

>
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FOLD-IN DTS: >

OTHER:

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>
>

03968

Canadian Broadcasting Corporation, Canada-wide - The Newspaper Guild - Canadian Region, Local 213 (545 employees): A 36-month renewal agreement effective from November 28, 1985, to November 28, 1988, settled in June at the post conciliation bargaining stage. Duration of negotiations - 21 months.

Effective	<u>Nov. 28/85</u>	<u>Nov. 24/86</u>	<u>Nov. 23/87</u>
General Increases	3%	2%	4%
<u>Annual Rates</u>			
Group 1	\$15 379-\$16 810 (\$14 931-\$16 320)	\$15 687-\$17 146	\$16 314-\$17 832
Group 5 (includes Production Editor)	\$26 706-\$37 374 (\$25 928-\$36 285)	✓ \$27 240-\$38 121	✓ \$28 330-\$39 646 ✓
Group 10 (includes Senior Program Editor)	\$45 369-\$49 718 (\$44 048-\$48 270)	\$46 276-\$50 712	\$48 127-\$52 740 ✓

Hours of Work: 37 1/2 per week (unchanged).

Paid Holidays: 11 (unchanged).

Paid Vacation: 3 weeks after 1 year, 4 after 8 and 5 after 20 (unchanged).

|||