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BROADCAST JOURNALISTS RESEARCHERS

and

RADIO

SUN 23 1988

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AGREEMENT

Between

THE CANADIAN BROADCASTING CORPORATION

and

THE ALLIANCE OF CANADIAN CINEMA, TELEVISION
AND RADIO ARTISTS
(GUILD OF BROADCAST JOURNALISTS AND RESEARCHERS)

(Expires July 31, 1987)

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ARTICLE 1

RECOGNITION AND APPLICATION

1.1

- (a) The Corporation recognizes the Alliance of Canadian Cinema, Television and Radio Artists as the exclusive collective bargaining agent for employees engaged on contract by the Corporation under this Agreement in connection with the preparation and production of all its English language programs or programs destined for an English speaking audience.
- (b) This Collective Agreement is the successor to the CBC/ACTRA Radio Writers and Radio Performers Agreements for the people contracted in the job categories in this Agreement who have been determined to be employees **for** the purpose **of** Revenue Canada, the Unemployment Insurance Commission, and/or the Canada Pension or Quebec Pension Plan. It is agreed that the application of the terms and conditions **of** this Agreement shall be restricted to these job categories -
 - Writer/Broadcaster
 - Researcher/Programmer
 - Sportscaster
 - Traffic Commentator
 - Researcher
- (c) The Corporation undertakes to inform ACTRA in writing when the Corporation intends to create **a** new category under this Agreement. The Corporation shall not implement such new category without the agreement **of** ACTRA.

1.2

APPLICATION

This Agreement sets forth minimum rates and working conditions. However, nothing in this Agreement shall be deemed to prevent the employee from obtaining more favourable rates or conditions than those provided herein. An employee engaged at rates or on terms or conditions in excess of or more favourable than the minimums provided herein shall continue to have the benefit and protection of all the provisions **of** this Agreement.

1.3

Persons engaged under this Agreement agree as a standard condition of employment to abide by Corporation policies affecting programming.

1.4

While this Agreement shall apply to all employees as defined herein, nothing in this Agreement shall be considered as preventing the Corporation from freely obtaining the services of employees who may not be members of ACTRA, provided that all the rates, terms and conditions of this Agreement shall apply to such non-members.

1.5

This Agreement does not include a person employed by the Corporation and represented by another Bargaining Agent whose duties and functions include those of employees under this Agreement.

1.6

The Corporation agrees to protect the jurisdiction of ACTRA under this Agreement by not extending the jurisdiction of any other union, association or collective bargaining agent to include jurisdiction over employees covered by this Agreement.

1.7

In the case of any employee who is a non-member of ACTRA, the Corporation agrees to deduct five (5%) of the employee's gross fees, and the Corporation agrees to remit these sums to the Association on a monthly basis.

1.8

Upon the written request from the General Secretary of ACTRA, the Corporation will verify any individual case to confirm in writing that the employee is being treated in accordance with the terms and conditions of the Collective Agreement.

ARTICLE 2
DEFINITIONS

2.1 AGENT

A person authorized by an employee to represent the employee and act on the employee's behalf.

2.2 BROADCAST

A broadcast means the transmission of a program, either live or by means of a recording.

2.3 CONTINUITY

Material written to link program elements.

2.4 CONTRACT FEE

The fee specified in a contract executed between the Corporation and an employee.

2.5 DOCUMENTARY PROGRAM

Means an information program that is not designed to be purely entertainment, and which may include dramatized or variety portions, but must include a major proportion of non-dramatized or non-variety material.

2.6 INFORMATION PROGRAMS

Programs dealing with current affairs, arts, music, sports, including commentary, documentary (but not drama-documentary) and magazine programs (as defined herein).

2.7 MAGAZINE PROGRAM

A program composed of segments such as, but not limited to, talk items, commentaries, interviews, poetry items, drama items, musical segments, panel discussions, documentaries, with all such segments integrated by a host and/or identifying device.

2.8 MINIMUM BASIC FEE

This Agreement sets forth minimum rates and working conditions. However, nothing in this Agreement shall be deemed to prevent the employee from obtaining more favourable rates or conditions than those provided herein. An employee engaged at rates or on terms or conditions in excess of or more favourable than the minima provided herein shall continue to have the benefit and protection of all the provisions of this Agreement.

2.9 PRODUCER

The individual or individuals designated by the Corporation to be responsible for the artistic/editorial direction of the program and the co-ordination of the work of the other personnel involved in the program.

2.10 PROGRAM

A program is a produced entity for broadcast, either live or by means of a recording by any means whatsoever, for presentation over facilities of the Corporation or its affiliated stations.

2.11 RESEARCHER

The services provided may include the collecting and supplying of material for information programs, providing ideas for programs, suggesting guests, lining up guests or interviewees, pre-interview discussion, selection of music/effects, preparing background notes and questions for on-air personnel.

2.12 RESEARCHER/PROGRAMMER

The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel, the organizing of tape, and pursuant to Article 11.1 (d), the writing of Intro's and Extro's.

2.13 SPORTSCASTER

The services provided may include play-by-play descriptions of a sporting event or reporting or announcing what has transpired, is transpiring or is to transpire in the sporting field, or specialized announcing or commenting on sports.

2.14 TRAFFIC COMMENTATOR

The services provided may include compiling information on traffic conditions in a city and surrounding area by electronic means such as telephone, two-way radio, and radio station monitors; finding and maintaining outside sources for up-to-date details about road conditions including daily road and highway construction changes; compiling arrival and departure information about transportation systems, and broadcasting this information.

2.15 WRITER/BROADCASTER

The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel, the organizing of tape, continuity, preparation of material for production, interviewing on or off-air, commentary, and pursuant to Article 11.1 (c) or (j), may perform as a Co-Host.

ARTICLE 3

MANAGEMENT RIGHTS

MANAGEMENT RIGHTS: It is recognized that the Management of the Corporation, the control of its properties and the maintenance of order of its premises are solely the responsibility of Management.

Other rights retained by the Management of the Corporation and hereby recognized, prominent among which but by no means wholly inclusive are: the right to determine and effect its own methods and scope of operations; to determine the number of employees required to carry out its operations; to select, employ and direct them; the right to decide the number and locations of production centres; to establish policies and standards governing its operations and in accordance with the provisions of this agreement only: the right of assignment; the right to demote, discipline and terminate contracts for Proper Cause, and to renew or not renew contracts.

In exercising the Corporation's rights under this Article, the Corporation will abide by the provisions of this Agreement. Nothing in this Article shall override specific provisions elsewhere in this Agreement.

ARTICLE 4

ACTRA SECURITY

4.1 RECOGNITION AND RIGHTS OF STEWARDS

- (a) The Corporation agrees that ACTRA has the right to select stewards to represent employees.
- (b) ACTRA shall provide the Corporation with a list of the names and locations of employment of employees designated as stewards; and the Corporation shall not be required to recognize these individuals in a stewarding capacity until it has been so informed.

(c) RECOGNITION OF RIGHTS OF STEWARDS

A steward shall be given every reasonable co-operation by the Corporation to perform his/her duties, but ACTRA agrees that a steward shall not leave his/her regular duties to attend to any business between the parties nor to deal with a grievance without the consent of his/her immediate supervisor or a management designate. If the duties outlined in (e) below are performed by a steward who works outside the premises where such duties are required, the steward will seek permission from the Corporation to enter Corporation premises.

(d) ACCESS TO STUDIO

An accredited representative of ACTRA shall be admitted at any reasonable time to the place where an employee's program is in production, provided the permission of the producer is secured.

- (e) The duties of the steward shall include:
- 1) investigation of complaints of an urgent nature;
 - 2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - 3) attending meetings at the request of the Corporation; and
 - 4) such other duties as may be agreed by the parties.
- (f) At ACTRA's discretion, the duties of a steward may be assumed by an ACTRA branch representative.

4.2 DUES CHECK-OFF

- (a) The Corporation shall, as a condition of employment, deduct from the salary of each employee in the bargaining unit who is a member of ACTRA the amount of the regular dues payable to ACTRA.
- (b) Deductions shall be made from each payroll cheque.
- (c) All deductions shall be remitted to the General Secretary of ACTRA not later than the fifteenth (15th) day of the month following the month in which the deductions were made, accompanied by a list of the names and work categories of the employees from whose salaries these deductions have been made and the amounts deducted from each employee.

- (d) Before the Corporation *is* obligated to deduct any amount under (a) above, ACTRA will advise the Corporation in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice from the General Secretary of ACTRA. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) ACTRA dues deducted shall be itemized on employees' T4 slips.

4.3 RELEASE FOR ACTRA BUSINESS

- (a) In the event that ACTRA requests Employees to attend CBC/ACTRA grievance meetings, special meetings or negotiations, such persons may be released without loss of pay. Permission for such release shall not be unreasonably withheld.
- (b) In the event that an employee becomes an elected official of ACTRA, he/she may be granted leave of absence without pay to attend ACTRA meetings. Permission for such release shall not be unreasonably withheld.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1

The Corporation agrees that employees exercising their rights under the provisions of this Article do so without prejudice to their relationship with the Corporation or its representatives.

5.2

A complaint of a minor nature may be discussed and settled at the time of its occurrence between the representative of ACTRA and the representative of the Corporation. In the event that a satisfactory resolution of this minor complaint is arrived at, no further steps need be taken.

5.3 LOCAL LEVEL

A grievance which arises out of, or in connection with the application or interpretation of this Agreement must be submitted in writing to the Officer-in-Charge of Talent Relations at the location or the representative of ACTRA at the location, as the case may be. The written grievance shall be delivered to the appropriate officer of the other party within thirty (30) calendar days of the occurrence giving rise to the grievance.

A written reply to the grievance shall be made within seven (7) calendar days of its receipt. A reply deemed unsatisfactory may be referred by the dissatisfied party to a Local Grievance Meeting within four (4) days of receipt of the reply. Minutes of such meetings shall be kept and read and signed by both parties at the close thereof. Where the local settlement of a grievance calls for payment or remedial action, instructions shall be given to make payment or take the required action as soon as the Minutes recording the grievance and settlement are signed.

No local settlement, however, shall have the weight of precedent until it has been reviewed and ratified by the parties at a National Grievance Meeting.

At Local Grievance Meetings, matters of common concern may be discussed and recorded in the Minutes of the meeting.

5.4 NATIONAL LEVEL

In the event that the parties **fail to** arrive at an acceptable solution during the **course** of the Local Level procedure, the grievance shall be referred to the National Level by giving written notice to that effect **to** the Senior Corporate Talent Relations Officer, or to the General Secretary of ACTRA, as the case may be, within seven (7) calendar days of the Local Meeting.

The Committee at the National Level will consist of any **person(s)** designated by each party to represent the Corporation and ACTRA respectively **for** the purpose. The National Grievance Meeting **will** be held within thirty **(30) days** of receipt of such **notice**. Minutes of such meeting shall **be kept**, read and signed by both parties at the close thereof.

At National Grievance Meetings, matters of common concern may be discussed and recorded in the Minutes of the meeting.

5.5 EXTENSION OF TIME LIMITS

The time limits of either the Local or National Level may be extended by mutual agreement between the parties.

ARTICLE 6

ARBITRATION

6.1 REFERRAL TO ARBITRATION

In the event that the grievance is not settled at the National Level, either party may, within fourteen (14) days, take its grievance to arbitration upon notice by registered mail to the Senior Corporate Talent Relations Officer, or to the General Secretary of ACTRA, as the case may be.

6.2 ARBITRATOR

Grievances shall be submitted to arbitration to a mutually agreeable arbitrator.

6.3 THE ARBITRATOR'S AUTHORITY

The arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be **final** and binding upon the parties and upon any employee under this agreement who is affected by **it**. Such decision must be implemented forthwith after its receipt unless some other time **for** its implementation is provided in the award. There shall be no appeal from the award.--The arbitrator shall not have the power to change, modify, extend **or** revise the provisions of this Agreement, or to award costs **or** damages against either party.

6.4

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

ARTICLE 7

NO STRIKE. WORK STOPPAGE OR LOCKOUT

7.1

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, ACTRA will not cause, nor permit its members to cause, nor will any member of ACTRA take part in a slowdown or strike of any of the Corporation's operations during the term of this agreement. The Corporation will not cause, engage in, or permit a lockout of any of its operations during the term of the Agreement.

7.2

No employee covered by this Agreement shall be required to carry out duties for the Corporation that would normally be undertaken by employees in other bargaining units who are engaged in a lawful strike.

ARTICLE 8

CONTRACTS

8.1

The Corporation agrees that employee contracts will be executed prior to the commencement of employment, and no employee shall be required to commence employment without the protection of a signed contract to which both parties have agreed to all terms and conditions.

8.2

Contracts shall be in the forms agreed on between the Corporation and ACTRA, as Contained in Appendix "A" of the Agreement.

8.3 COPIES OF CONTRACTS

A copy of each contract between the Corporation and an employee covered by this Agreement shall be supplied by the Corporation to the local ACTRA office. All contracts are strictly confidential between the Corporation, the employee, and the officers of ACTRA, and information contained in these contracts ~~is~~ not to be released to any person, firm, or corporation in any way.

8.4

To facilitate the operation of the ACTRA Fraternal Benefit Society Insurance Plan established for members of the ACTRA Guild of Broadcast Journalists and Researchers, contracts shall be forwarded by the local ACTRA Office immediately upon their receipt to the National Office of the Guild.

8.5 THIRD PARTY AGREEMENTS

The Corporation may provide "Third Party Agreements" to any employee to facilitate payment of initiation fees from fees payable to the employee by the Corporation.

8.6 ASSIGNMENT OF FEES

All payments shall be made directly to the Employee unless written authorization has been received by the Corporation from such Employee authorizing payment to another party. Payment will also be made to another party in the event of a court order.

ARTICLE 9

ASSIGNMENT

9.1

- (a) Regional and Local Daily Information Programming: **Writer/Broadcasters** and **Researcher/Programmers** may be contracted to daily information programming at the CBC location at which they are engaged. The individual contract shall specify that the employee is assigned to "**daily** information programming" and state the location of the assignment. All work undertaken for other program areas, stations, or locations in the CBC shall be the subject of a separate contract with the exception of INFOTAPE.

- (b) In all circumstances except those noted in (a) above, **Writer/Broadcasters** and **Researcher/Programmers** shall be contracted to one (1) specific program. However, **Writer/Broadcasters** and **Researcher/Programmers** may, when production patterns require, be contracted to work on not more than two (2) daily magazine programs. The individual contract shall specify the **program(s)**.

ARTICLE 10

CATEGORIES OF EMPLOYMENT

10.1 RESEARCHER

The services provided may include the collecting and supplying of material for information programs, providing ideas for programs, suggesting guests, lining up guests or interviewees, **pre-interview** discussion, selection of **music/effects**, preparing background notes and questions for **on-air** personnel.

10.2 RESEARCHER/PROGRAMMER

- (a) The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of **music/effects**, **pre-interview** discussion, preparing background notes and questions for **on-air** personnel, and the organizing of tape.
- (b) Subject to Article 11.1 (d), a **Researcher/Programmer** may also be required or permitted to write "intro's" and "extro's".

10.3 SPORTSCASTER

The services provided may include play-by-play descriptions of a sporting event or reporting or announcing what has transpired, is transpiring or is to transpire in the sporting field, or specialized announcing or commenting on sports.

10.4 TRAFFIC COMMENTATOR

The services provided may include compiling information on traffic conditions in a city and surrounding area by electronic means such as telephone, two-way radio, and radio station monitors; broadcasting this information; finding and maintaining outside sources for up-to-date details about road conditions including daily road and highway construction changes; and compiling arrival and departure information about transportation systems.

10.5

WRITER/BROADCASTER

- (a) The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel, the organizing of tape, continuity, preparation of material for production, interviewing on or off-air and commentary.
- (b) Subject to Article 11.1 (c), a Writer/Broadcaster may also act as a Co-Host.

ARTICLE 11

CONDITIONS OF EMPLOYMENT

RESEARCHER/PROGRAMMER AND WRITER/BROADCASTER

11.1

The contract of an employee engaged as a Researcher/Programmer or Writer/Broadcaster shall be subject to the following conditions:

- (a) The contract shall be *for* not less than thirteen (13) consecutive weeks.
- (b) In all cases, the services required from among those included in Articles 10.2 or 10.5 must be stipulated in the employee's contract.
- (c) While the services of a Writer/Broadcaster may include interviewing and the introduction of program segments with which the Writer/Broadcaster has been closely involved, it is agreed that the Writer/Broadcaster shall not be required or permitted to act as a co-host under the provisions of this Article unless the Writer/Broadcaster and the Corporation negotiate an overscale fee of not less than twenty-five percent (25%) above the minimum basic fee for a Writer/Broadcaster.

(d) In the event that the Corporation and an employee agree that the employee, contracted as a researcher/programmer, is required or permitted to perform the additional functions of writing intro's and extro's for on-air use, the researcher/programmer shall receive an additional \$40.00 per week. This fee shall be negotiated at the time of contracting between the parties or at such time as the duties of the researcher/programmer include the writing of intro's and extro's, in which case the researcher/programmer's contract shall be upgraded by the additional \$40 weekly fee for the remainder of the contract's term. These additional functions for the researcher/programmer, if agreed to at the time of hiring or when the contract is upgraded, shall not constitute "services falling within the provisions of a writer/broadcaster", as noted in Article 11.1 (e) below.

(e) Notwithstanding Clause 11.1 (d) above, if a Researcher/Programmer is requested or permitted to perform services falling within the provisions of a Writer/Broadcaster, the Researcher/Programmer shall be paid an additional \$35.00 (THIRTY-FIVE DOLLARS) per day for the first three (3) days in any week. Upon upgrade on the fourth (4th) day, the weekly rate for Writer/Broadcaster will be applicable.

However, if the Researcher/Programmer is expected or allowed to perform these duties on more than thirteen (13) occasions in any twenty-six (26) week period, his/her contract shall be upgraded to that of a writer/broadcaster from the fourteenth (14th) occasion to the end of the contract.

- (f) In the event of sickness, vacation, or unavoidable absence only, the Corporation may hire a replacement for a Writer/Broadcaster at a fee of \$140.60 (ONE HUNDRED AND FORTY DOLLARS AND SIXTY CENTS) daily. If such replacement exceeds three (3) days in any given week, the replacement fee will be the weekly fee.

In the event of sickness, vacation, or unavoidable absence only, the Corporation may hire a replacement for a Researcher/Programmer at a fee of \$113.65 (ONE HUNDRED AND THIRTEEN DOLLARS AND SIXTY FIVE CENTS) daily. If such replacement exceeds three (3) days in any given week, the replacement fee will be the weekly fee.

- (g) All contracts under this Article shall be executed on the appropriate contract form, included in the Agreement as Appendix "A".

(h) SPECIAL .PROJECTS

(i) The Corporation may employ Writer/Broadcasters and/or Researchers/Programmers on a special project basis to cover elections and conventions. Persons employed on this basis may be employed for a period less than the thirteen (13) week minimum set out in Article 11.1 (a) above. Contracts undertaken under this Clause shall set out the duration of employment, which shall be no less than the total period of time between the starting date of employment and the election or convention.

(ii) In the event that the Corporation requests the contracting of a Writer/Broadcaster and/or Researcher/Programmer for a period of time less than the 13-week minimum as the result of a special project other than an election or convention, and the functions sought are not covered by the provisions of any other CBC/ACTRA agreement, ACTRA National Office at its sole discretion may grant a waiver of the requirements of this Agreement.

(i) PART-TIME EMPLOYMENT

The Corporation may also request the contracting of a Writer/Broadcaster and/or Researcher/Programmer on a part-time basis. ACTRA National Office retains sole discretion to grant or reject such requests from the Corporation, and to negotiate conditions relating to the contracting of a part-time employee on a case-by-case basis.

(j) PERFORMING

If a Researcher/Programmer or Writer/Broadcaster performs any performing service (including that of host or co-host) other than that included in the services included in the category concerned, the Researcher/Programmer or Writer/Broadcaster shall be paid an appropriate performing fee in addition to the fees stipulated below.

ARTICLE 12

MINIMUM BASIC FEES

12.1 RESEARCHER

The fee for Researcher shall be negotiated between the Corporation and the employee, taking into account the length of time estimated for completion of the research. The fee shall not be less than:

Daily rate	\$ 111.25
Weekly rate	422.00

12.2	<u>RESEARCHER/PROGRAMMER</u>	<u>MINIMUM WEEKLY FEE</u>
		\$454.45

(Writing intro's and extro's - See Article 11(d))
(Replacement, Illness, etc. - See Article 11(f))

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12.5 TRAFFIC COMMENTATORS

- (a) Where the Corporation engages a Traffic Commentator to appear on one (1) program per day, the weekly fee shall be: **\$364.00**

This fee shall include four (4) hours' work time per day.

- (b) Where the Corporation engages a Traffic Commentator to appear on more than one (1) program per day, the minimum weekly fee shall be: **\$609.00**

This fee shall include six (6) hours' work time per day.

- (c) Any additional work hours shall be paid at the rate of: **\$19.15.**

- (d) In the event of sickness, vacation or unavoidable absence only, the Corporation may hire a replacement **for** a Traffic Commentator who appears on one (1) program per day at a fee **of** \$91.00 (NINETY-ONE DOLLARS) per day or if two (2) programs per day, at a fee of \$152.25 (ONE HUNDRED AND FIFTY-TWO DOLLARS AND TWENTY-FIVE CENTS). If such replacement exceeds three (3) days in any given week, the replacement fee will be the minimum weekly fee.

ARTICLE 13

13.1 PAYMENT IN LIEU OF STAFF BENEFITS

The minimum fees to be paid to employees shall be those specified in Article 12 for the category of work involved. In addition to such fees, an employee shall receive an additional five and one-half percent (5-1/2%) of the contracted fee in lieu of staff benefits. This amount not to exceed \$3,500.00 in each Contractual Year.

13.2 FURTHER USE

Further use payments will not apply to employees engaged under this Agreement.

13.3 ADDITIONAL WRITING

Should any employee be requested to write variety or dramatic material (i.e. sketches, special lyrics), other than normal bridging and continuity, a separate writer contract shall be issued in terms of the applicable rates and condition of the ACTRA-CBC Radio Writers Agreement.

ARTICLE 14

CONTRACT SECURITY

14.1 LENGTH OF CONTRACT

When the Corporation intends to renew the contract of an employee who has been engaged on a continuing basis for fifty-two (52) weeks in the same category with the same program, or pursuant to Article 9 (Assignment), such an employee shall be offered a contract of one (1) year in his/her category. Where less than one (1) year of work in the same category is available on the same program(s) at the time of contracting, the employee shall be offered a contract for the entire duration of the available work. However, in no event shall the contract be for less than thirteen (13) weeks nor shall the Corporation be obligated to offer a contract for more than one (1) year.

Temporary assignments outside of this Agreement shall not constitute a break in continuous employment for the purposes of this Article.

14.2 TERMINATION OF CONTRACT

- (a) A contract may be terminated only for Proper Cause.
- (b) NOTICE: A contract of between thirteen (13) weeks and fifty-two (52) weeks may be terminated by either party upon thirty (30) **days'** notice. When a Contract Employee has been engaged on a continuing basis in excess of a year, the contract may be terminated by either party upon sixty (60) **days'** notice. When a Contract Employee has been engaged on a continuing basis and has completed three (3) **years'** service, contracts may be terminated by either party upon ninety (90) days' notice. A contract **for** thirteen (13) weeks **or** less shall be non-cancellable, as shall be the first thirteen (13) weeks of a longer contract, or the first thirteen (13) weeks of any renewal or extension of a contract. When the Corporation terminates a contract, in addition to the above notice, the following additional lump sum payments will apply -
- After one (1) year of completed continuous service, one (1) **week's** pay for each six (6) months of continuous service, such payment will be based on the current contracted fee.
- (c) DISCIPLINARY TERMINATION: In the case of termination for disciplinary reasons, the employee shall receive two (2) weeks notice or pay in lieu of notice **for** contracts of between three (3) and six (6) months duration and four (4) weeks notice or pay in lieu of notice for contracts between six (6) months and one (1) year.

14.3 RENEWAL AND NON-RENEWAL OF CONTRACTS

The Corporation reserves the right to renew or not renew contracts under the terms of this Agreement.

14.4 NOTICE OF RENEWAL/NON-RENEWAL -

The Corporation shall inform in writing an employee on a contract of twenty-five (25) weeks or less whether or not it intends to re-engage four (4) weeks prior to expiry of the contract. In the case of a contract of twenty-six (26) weeks or more, such notice shall **be** given during the period between eight (8) and four (4) weeks prior to expiry of the contract. If such notice is not received in the requisite period, and the contract is not renewed, the employee shall receive four (4) weeks' additional compensation at the contracted rate in lieu of notice.

14.5 NON-RENEWAL

- (a) When the Corporation does not renew an employee's contract and the employee is not continuing employment elsewhere in the Corporation;

OR

- (b) When the Corporation does not renew an employee's contract and the employee is continuing employment outside of this Agreement with no break in service and the employee does not meet the lump sum payment criteria under his/her new employment arrangement,

the employee shall receive, in addition to notice provided in Article 14.4 the following additional lump sum payment:

-- After one (1) year of completed continuous service, one (1) weeks pay for each six (6) months of continuous service. This payment will be based on the current contracted fee.

14.6 CONTINUITY OF SERVICE

- (a) Continuity of service within the bargaining unit will not be considered to have been interrupted in the event that a contract is or was suspended by an employee's reassignment, by mutual agreement, to another bargaining unit.
- (b) If a contract is suspended by an employee's assignment to another bargaining unit, the contract will be resumed upon the employee's return so that the contract's entire term is completed, unless the employee and the Corporation otherwise mutually agree.
- (c) In the event that an employee has continued service elsewhere in the Corporation and returns to this bargaining unit without any interruption of service then, for the purpose of this Agreement, service will be deemed to have been continuous.

ARTICLE 15

DISCIPLINE

15.1

When the Corporation issues an expression of dissatisfaction concerning an employee's work or conduct which could warrant a disciplinary measure, the employee may request a meeting with his/her immediate supervisor regarding such expression of dissatisfaction. It is understood that the employee will be given a reasonable period of time to seek and obtain the services of an ACTRA representative to attend the meeting as an advisor. However, the unavailability of an advisor will not delay the meeting for more than five (5) working days from the date of such request.

15.2

Expressions of dissatisfaction may be placed on the employee's status and pay file and the employee shall be given a copy of such expression of dissatisfaction.

15.3

When an expression of dissatisfaction is found to be unjustified, all documents referring to it shall be removed from the employee's record and destroyed.

15.4

The Corporation shall exercise its right to discipline in accordance with its disciplinary policy, but all actions taken may be subject to the grievance procedure.

15.5

In the case of suspension or termination of a contract, the Corporation shall provide written notice setting forth the reason(s) for the action taken. A copy of this notice shall be sent to the local ACTRA office within ten (10) working days.

15.6

The Corporation agrees not to introduce as evidence in any hearing any document referring to written complaints or accusations which may be detrimental to the employee or letters of discipline if the document or letter was not given to the employee at the time it was filed or the accusation was made.

ARTICLE 16

WORKING CONDITIONS

16.1 SELF ASSIGNING HOURS

These provisions are intended to recognize the self-assigning nature of employees within the assignments given. Employees working under these provisions undertake to arrange their hours of work in order to complete assignments consistent with economy of operation and quality of work. Once each week, employees shall submit their report of time worked on the prescribed form (Appendix D) to the appropriate supervisor. A copy of the report shall be initialled by the supervisor and forwarded to ACTRA by the employee.

16.2 OVERTIME

If, in any consecutive four (4) week period, the total time worked exceeds one hundred and sixty (160) hours, employees shall be accorded pay at the rate of time and one-half, pro rata of the contracted rate on an hourly basis for each hour worked, **or** the equivalent time off in lieu of payment, calculated on the same basis. Prior authorization for any work beyond 160 hours must be received from the appropriate supervisor in order to claim pay or the equivalent time off in lieu of payment.

16.3 NORMAL WORK WEEK

Persons engaged under these provisions on a weekly basis are available for assignment on up to five (5) out of seven (7) days per week. In the event that the employee **is** required to work on a sixth (6th) **or** seventh (7th) consecutive day, the employee's time on such days shall be calculated at time and one-half, or equivalent time off in lieu.

16.4 STATUTORY HOLIDAYS

- (a) For the purpose of this section **of** the Agreement, holidays are as follows: New Year's Day, Good Friday, Easter Monday, the date proclaimed as the Reigning Monarch's birthday, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, in the Province **of** Quebec St. Jean Baptiste Day, any Corporation declared holiday, plus any day duly proclaimed by federal, provincial **or** municipal authorities as a public holiday in the area in which the place of employment is located.
- (b) Should an employee be required by the Corporation to **work** on any of these statutory holidays, the employee shall be accorded one and one-half days' pay, pro-rated, or equivalent time off by mutual agreement.
- (c) It is agreed that payments made hereunder are in addition to the regular daily or weekly fee.

16.5

- (a) Whenever one of these statutory holidays falls on a non-working day for the employee, the employee is entitled to and shall be granted a holiday, with pay on the working day immediately preceding or following the statutory or general holiday or receive one and one-half days pay or time off if required to work on such day.
- (b) It is agreed that payments made under this clause are in addition to the regular daily or weekly fee calculated on the same basis as the premium payment, if required to work on such day.

16.6 TIME OFF IN LIEU

In all cases, time off is calculated on the same basis as the premium payment. The employee shall have the option of selecting time off or premium payment in lieu of overtime worked. Where time off is chosen, it shall be scheduled at a mutually convenient time.

ARTICLE 17

SICK LEAVE

Employees shall be entitled to ten (10) days of sick leave per year and, in the event of longer illness, the Corporation's Special Short Term Disability Plan will apply.

ARTICLE 18

ANNUAL VACATION

For a contract of one (1) year in duration or longer, the employee shall be entitled to a minimum of three (3) weeks' vacation per contracted year, which shall be earned on a monthly pro-rated basis.

In the case of a contract of shorter duration, the employee shall be paid not less than four percent (4%) based on the contracted fee or given equivalent time off on a pro rated annual basis.

ARTICLE 19

MATERNITY/PATERNITY AND CHILD CARE LEAVE

The Corporation policy shall apply to employees who have completed one (1) year of continuous service.

The period of absence as provided in the policy may interrupt an existing contract and when the employee returns to work, the contract will be resumed for the balance of the work time as provided in the original contract.

The employee is entitled to supplementary UIC payments and for the first four (4) months of leave, Insurance and Retirement contributions as outlined in Article 21. If the contract is terminated in the middle of the period of absence, such supplementary payments would continue in accordance with the CBC Human Resources Policy and the employee would also be entitled to the period of leave without pay.

If the assignment for which the employee has been contracted does not exist upon return to work, the employee would be assigned to other tasks for the remaining period of the time provided for by the contract.

ARTICLE 20

TRAVEL

20.1 CORPORATION POLICY

When an employee is required to travel on Corporation business, the employee shall be entitled to expenses based on the prevailing CBC Policy.

20.2 LOCAL TRANSPORTATION

In the event that an Employee is required to use local transportation in the course of an assignment, the Corporation's policy on local transportation shall apply.

20.3

An Employee's contract fee shall be exclusive of all travel and travel-related expenses.

20.4 TRANSFER AND REMOVAL EXPENSES

When the Corporation requires an employee to move permanently from one CBC location to another CBC location, transfer and removal expenses shall be negotiated between the employee and the Corporation.

ARTICLE 21

INSURANCE AND RETIREMENT PLAN CONTRIBUTION

21.1 INSURANCE

For Insurance purposes, the Corporation shall contribute an amount equal to three percent (3%) of the **gross** fees of each employee who **is** a member of ACTRA. Insurance payments will not be paid on behalf of deceased persons.

21.2 RETIREMENT PLAN

For Retirement Benefits, the Corporation shall contribute an amount equal to five percent (5%) of the gross fees of each employee who is a member of ACTRA.

21.3

The Corporation shall, for retirement purposes, deduct from all employees, members and non-members an amount equal to two percent (2%) of the **gross** fees earned by each employee.

21.4 NON-MEMBERS

The Corporation shall pay to the ACTRA Fraternal Benefit Society an amount equal to eight percent (8%) of the **gross** fees of each employee who is not a member of ACTRA **for** disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society.

21.5

All deductions, contributions and payments required under this Article shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to the Head Office of the Society. Such payments shall be payable monthly, on or before the fifteenth (15th) of the month following the earning of such fees.

21.6

For the purposes of this Article, "employee's gross fees" means fees for services and time provided to the Corporation, but exclusive of money paid to an employee by the Corporation for expenses such as per diem allowance or travel receipts as agreed upon.

ARTICLE 22

HARASSMENT IN THE WORK PLACE

The Corporation and ACTRA agree that Broadcast Journalists must be able to perform their functions free of harassment without the fear of reprisal.

The Parties will establish a Joint Committee to review the Management Policy on this matter for the express purpose of discussing its application to Broadcast Journalists.

ARTICLE 23

NON-DISCRIMINATION

The Corporation shall not discriminate in the course of Corporation business on the grounds of race, nationality, colour, sex, age, physical handicap (provided such handicap does not prevent the carrying out of key bona fide occupational requirements), sexual orientation, or religious or political affiliations or activity, provided that such political affiliation or activity is not contrary to the by-laws and policies of the Corporation.

ARTICLE 24

STATUS AND PAY FILES

24.1 PERSONNEL FILE

A Status and Pay file will be opened for each Employee and will be retained in the location of employment. A duplicate of this file will be retained in a central location. Each Employee shall have access to his/her file upon reasonable notice. Requests for access to the Employee's file shall be through the appropriate manager.

24.2

Implementation of this Status and Pay file system shall commence six (6) months from the date of signing of this Agreement.

24.3

The Corporation will not be obligated to include any documentation dated prior to the ratification of this Agreement. These documents may be supplied by the employee.

ARTICLE 25

PERFORMANCE APPRAISALS

25.1

To provide an employee with information about progress in his/her work, and to allow for direct discussion of problems, strengths, failings, or areas of potential improvement, the appropriate supervisor shall review with the employee his/her performance at least once during a contract of between twenty-six (26) weeks and one (1) year in duration.

25.2

The appraisal shall be in writing and shall not become a part of any status and pay file nor will it be included in any disciplinary process. The individual may add written comments and shall sign and date the appraisal. The individual shall receive a copy of the entire appraisal.

ARTICLE 26

EDITORIAL MODIFICATIONS

26.1

In the case of scripted or taped material prepared by a Writer/Broadcaster or Sportscaster, the Writer/Broadcaster or Sportscaster shall be consulted with regard to major changes, modifications, additions or deletions affecting meaning **or** intent, unless the employee is not available. It is further agreed that where possible, the Writer/Broadcaster or Sportscaster shall be asked to do the modification work.. However the Corporation reserves the right to make changes to the material necessitated by production, editorial or legal requirements.

26.2

The Writer/Broadcaster or Sportscaster may indicate elective cuts for timing purposes.

ARTICLE 27

WARRANTY AND INDEMNITY

27.1

Every individual employee's contract shall be deemed to include a provision **for** the indemnification **of** the Corporation against any and all damages, costs and expenses, including legal fees, and for the relief **of** the Corporation from all liability in connection with any successful claim or action respecting infringement of copyright of a third party in the use of the literary material supplied by the employee, save where the provisions of Article 27.4 hereof apply, and save where the employee's contract contains a provision excluding any express or implied warranty **of** originality of the literary material.

27.2

Notwithstanding anything to the contrary herein contained, the employee shall, in no event:

- a) be required by contract to waive the right to defend the employee against the claim by the Corporation for costs, damages, or losses arising out of settlements not consented to by the employee;
- b) be required to warrant or indemnify with respect to any claim that the employee's material invaded the privacy of any person, unless the employee knowingly used the name or personality of such person, or should have known, in the exercise of reasonable prudence that such person would or might claim that such person's personality was used in such material;
- c) be required to warrant or indemnify with respect to any material other than that furnished by the employee;
- d) be required, except in the case of a breach by the employee of any express or implied warranty of originality as referred to in Article 27.1 to indemnify to an amount that exceeds the employee's original contract fee if the employee has complied with the conditions in Article 27.3 a), b) and c).

27.3

Subject to Article 27.1 the Corporation shall indemnify the employee against any and all damages, costs and expenses, including legal fees, arising out of any claim, action or suit brought against the employee arising from the use by the Corporation *of* the literary material supplied by the contract employee, on condition that:

- a) the employee has complied with any reasonable request made by the Corporation, following the submission *of* the literary material under the contract, **for** such information as the Corporation may reasonably require in order to make an informed decision *of* the legal liability involved in utilizing the literary material;
- b) the employee co-operates with the Corporation in the preparation by the Corporation of any defence prepared and made in any action brought against the Corporation resulting from the use by the Corporation of the literary material, and;
- c) the employee co-operates with the Corporation in providing such documentation and information, upon which the literary material **is** based as may be requested by the Corporation in the course of any action referred to in sub-paragraph b) hereof.

27.4

The Corporation shall indemnify the employee against any and all damages, costs and expenses, **including** legal fees, and shall relieve the contract employee *of* all liability in connection with any claim or action respecting material supplied to the employee by the Corporation for incorporation in the employee's work.

27.5

The Corporation and the employee, upon presentation of any claim to either of them or the institution of any action naming either or both of them as defendants, shall, if such claim or action relates to matters covered by a warranty or indemnity either herein or in any individual contract between the Corporation and the employee, promptly notify the other of the presentation of any such claim or the institution of any such action, giving the other party full details thereof. However, the pendency of any such claim or action shall not relieve the Corporation of its obligation to pay the employee any monies due the employee with respect to material contributed by the employee.

27.6

When an employee is required by the Corporation to attend examinations for discovery, hearings or court action, the employee will be entitled to the provisions outlined in Article 20.1.

ARTICLE 28

CREDITS

28.1

On each program for which an employee furnishes material, the Corporation shall give audio credit, except where the employee prefers otherwise.

28.2 On information programs, short items shall be individually credited in an appropriate manner.

Major items shall be credited as follows:

- a) "Created By ..." where the employee has developed an original idea and the series or program is produced by the Corporation or contracted by another employee.
- b) "Written By ..." where the program is written by the employee.

- c) "Prepared By ..." where the program is prepared by the employee.
- d) . "Research By ..." where there is major research on a program.
- e) Where an employee performs more than one (1) **of** the above functions, the credits shall be combined.

Persons contracted on magazine programs shall be credited at least weekly.

28.3

Where the exigencies of time make credit herein provided impractical, failure to give such credit shall not be considered a breach of this Agreement.

28.4

The producer will not share in writing credits with respect to modifications that the producer may have made in the script.

ARTICLE 29

POLITICAL ACTIVITIES

It is understood that the Corporation is required to enact policies governing the status of persons who declare their candidacy for public office in federal, provincial or municipal elections and who are employed by the Corporation.

ARTICLE 30

GENERAL PROVISIONS

30.1 LATE PAYMENT INTEREST

In the event that ACTRA notifies the Corporation in writing that a payment of original fees is late, and ~~if~~ such payment is not made within seven (7) days following receipt of such notice, the employee concerned will be paid an additional two percent (2%) per month **from** date of notice. The parties to this Agreement agree that **late** payments are not an acceptable practice, and the Corporation agrees that every effort will be made to correct the situation where **it** continually occurs.

It is agreed that ACTRA may, from time to time, request ~~a~~ joint committee at the location concerned. Such a committee will include senior CBC officers in authority. **Such** matters, **if** not resolved, may be referred to a national joint committee.

30.2 STEWARDING FEE

In recognition of ACTRA's responsibility in administering the Agreement, the Corporation shall share in the costs of such stewarding by contributing one-third of one percent ($1/3$ of ~~1%~~) of the total gross fees paid under ACTRA's jurisdiction. Such payment shall be made monthly, on or before the fifteenth (15th) of the month following payment of such fees and shall be forwarded to the National Office of ACTRA.

30.3 LIST OF ACTRA MEMBERS

ACTRA shall provide each major location with a coast-to-coast list of those members in good standing with their social insurance numbers where possible once each year.

30.4 SEVERABILITY OF PROVISIONS

If any provisions of this Agreement shall, during the term hereof be held void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

ARTICLE 31

DURATION, TERMINATION AND RENEWAL

31.1

This Agreement shall become effective on October 20, 1986 and shall remain in full force and effect until July 31, 1987.

31.2 RETROACTIVITY

Employees shall be considered to be covered by the earlier ACTRA Agreements for Performers and Writers for the period up to the date of ratification. All such employees shall receive a lump sum payment equal to three percent (3%) of the minimum basic fee in effect May 31, 1985 for all ACTRA contracts issued for work in the period June 1, 1985 and date of ratification.

31.3

In the event that, prior to the expiry 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 ninety days (90) prior to the expiry date of this Agreement.

31.4

Notwithstanding Clause 31.3 above, if the parties should fail to execute a new Agreement sixty days (60) in advance of the expiry date of this Agreement, extension of the existing Agreement shall be a matter of mutual decision between the parties.

CANADIAN BROADCASTING CORPORATION

PIERRE JUNEAU
PRESIDENT

STEPHEN COTSMAN
Vice-president, Finance

PIERRE RACICOT
Interim Vice-president, Human Resources

BOB LANGILL
Senior Corporate Talent Relations Officer

ROBERT BLACKWOOD
Deputy Head, Radio Drama and Features

NICOLE BELANGER
Deputy Head, Radio Current Affairs

RICK FIELD
Manager of TV Production Planning
English Television

MICHAEL SNOOK
Director of Radio, Regina

**THE ALLIANCE OF CANADIAN CINEMA, TELEVISION
AND RADIO ARTISTS**

GINO MARROCCO
NATIONAL PRESIDENT

GARRY NEIL
General Secretary

ALLAN KRASNICK
National Executive Director
Guild of Broadcast Journalists
and Researchers

DAVID MOWBRAY
Chairperson
Guild of Broadcast Journalists
and Researchers

APPENDIX "A"

CONTRACT FORM - CONTRACT EMPLOYEE

APPENDIX "B"
LETTER OF INTENT
RESEARCH

The **parties** to this Agreement agree that the function of Research is now clarified in the Collective Agreement covering contract employees in both Radio and Television.

Those persons presently under contract and outside of ACTRA's jurisdiction will not be required to join ACTRA, and Articles A105 or A11 will not apply while their present contract is in effect nor to any renewal as long as there is no interruption of service.

It is further agreed that the negotiated settlement under the terms of this Agreement will only apply to those researchers engaged on ACTRA contracts.

Should there be an interruption of service or a person newly engaged under this Agreement, it shall be a condition of engagement that the terms of Clauses A105 and A11 will apply.

Allan Krasnick
National Executive Director
Guild of Broadcast Journalists
and Researchers
A.C.T.R.A.

R.P. Langill
Senior Corporate
Talent Relations Officer

APPENDIX "C"

LETTER OF INTENT

APPLICATION of AGREEMENTS

In view of the Corporation's recognition of ACTRA as the sole bargaining agent for performers, writers and contract employees in terms of Clauses of the Agreements, the Corporation agrees to engage performers, writers and contract employees in ACTRA's jurisdiction throughout Canada under the terms and conditions of the relevant Agreement and to apply the terms of the Agreements generally in all centres and locations. ACTRA agrees to make the necessary arrangements to administer the terms of the Agreements in all centres and locations, to issue work permits in terms of the Agreements, and generally to provide the necessary administrative structure to ensure the proper application of the Agreements.

Allan Krasnick
National Executive Director
Guild of Broadcast Journalists
and Researchers
A.C.T.R.A.

R. P. Langill
Senior Corporate
Talent Relations Officer

APPENDIX "D"

ACTRA EMPLOYEE TIME CARD

(PRIOR AUTHORIZATION FOR OVERTIME IS REQUIRED)
SEE REVERSE FOR FURTHER LEAVE
APPLICATIONS AND REMARKS SECTION

NAME _____

DEPARTMENT / SERVICE _____

S.I.N. _____

DAY	1	2	3	4	5	6	7	TOTAL HOURS WORKED	#PROVED SUPV. INITIALS	SUPERVISORS USE ONLY			TIME OFF IN LIEU	O.T. HRS
	TOTAL HOURS WORKED	TOTAL HOURS WORKED	TOTAL HOURS WORKED	TOTAL HOURS WORKED	TOTAL HOURS WORKED	TOTAL HOURS WORKED	WORK ON 6TH DAY OFF			WORK ON 7TH DAY OFF	WORK ON STAT HOLIDAY			
K 1														
DATES														
K 2														
DATES														
K 3														
DATES														
K 4														
DATES														

TIME OFF IN LIEU OF PAYMENT MUST BE AUTHORIZED BY THE SUPERVISOR
OR TO ANY TIME TAKEN OFF BY THE EMPLOYEE.

ARTICLE G.1 SECTION G.102)

WORK ON 6TH AND 7TH DAY - NOT PART OF WEEKLY AVERAGING

CERTIFY THAT ALL STATEMENTS ON THIS CARD ARE TRUE.

NO. OF DAYS APPLIED FOR	DATE(S) TO BE TAKEN	AUTHORIZED SUPV. INITIALS

INSTRUCTIONS COMPLETE THIS APPLICATION FOR ALL SICK, STD AND ANNUAL

TYPE OF LEAVE	IF SICK, STATE NATURE OF ILLNESS	FROM	TO	NO OF DAYS	EMPLOYEE INITIALS	SUPERV INITIALS
ANNUAL SICK/STD <input type="checkbox"/>						
ANNUAL SICK/STD <input type="checkbox"/>						

REQUESTING EMPLOYEE MAY BE REQUIRED TO PRODUCE
PHYSICIAN'S CERTIFICATE IN THE CASE OF ILLNESS