

CBC

SOURCE	CO
LINE	880801
FORM	91053
NO. OF EMPLOYEES	2
NON RE EMPLOYEES	2

# Broadcast Journalists Television

88 / 91

0808103

T E L E V I S I O N

AGREEMENT

Between

THE CANADIAN BROADCASTING CORPORATION

and

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

(Expires May 31, 1991)

MAY 29 1991

# I N D E X

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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. Employees for whom minimum salaries and working conditions are governed by this Agreement are represented by the ACTRA Guild of Broadcast Journalists.
- (b) This Collective Agreement is the successor to the CBC/ACTRA Television Writers and Television 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
  - Researcher
  - Host
- (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. Employees engaged under this Agreement will be made aware of the Corporation's Journalistic Policy and have access to it.

## 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. However, 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.

## 1.6

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 ACTRA on a monthly basis.

1.7

Upon the written request from the National Executive Director of the ACTRA Guild of Broadcast Journalists Or his/her designate, 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 BASIC HOURLY RATE

Basic hourly rate means four times the weekly fee divided by one hundred and sixty (160) hours.

2.3 BROADCAST

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

2.4 CONTINUITY

Material written to link program elements.

2.5 CONTRACT FEE

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

2.6 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.



2.7 HOST

The services provided may include the collecting or supplying of material for a 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 the linking of program segments.

2.8 INFORMATION PROGRAMS

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

2.9 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.

2.10 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.

2.11 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.

2.12        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.

2.13        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 and the organizing of film/tape.

2.14        SPORTSCASTER

The services provided may include play-by-play announcing, reporting, providing program ideas, lining up guests, interviewing, preparing material for broadcast or production, organizing tape, and specialized announcing or commenting about sports.

2.15        TIME AND ONE-HALF

Time-and-one-half means pay calculated on the basis of one-and-one-half times the basic hourly rate.

2.16        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 film/tape, continuity, preparation of material for production, interviewing on or off-air and commentary.

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.

(g) NEW EMPLOYEES

The Corporation, locally, shall inform the ACTRA steward of the names of all new employees hired in the bargaining unit within seven (7) days of this new employee's engagement by the Corporation.

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 National Executive Director of the ACTRA Guild of Broadcast Journalists 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, the employee's ACTRA membership number, the amount of his/her gross monthly earnings (not including the payment in lieu of staff benefits), and the amounts deducted from each employee. The cheque shall be made payable to ACTRA.
- (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.

The parties agree that once in each of the first, third and fourth quarters, a national grievance meeting shall take place. The dates for these meetings shall be the first available business day in the quarter, as agreed by the parties.

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

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).

9.2 HOST

Hosts shall be contracted to one specific non-network program, or to a program produced and telecast exclusively on NEWSWORLD. However, when production patterns require, hosts may be contracted to work on not more than two (2) daily magazine programs. The individual contract(s) shall specify the program(s). The services required from among those in Article 10.5 must be stipulated in the employee's contract.

9.3

The provisions of this Article 9 are intended to recognize that assignment to a particular program provides continuity to the program. At the same time, conditions may arise requiring a change in assignment which could be beneficial to either party. Accordingly, a contract's assignment clause may be renegotiated by the parties without rewriting the entire contract.

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

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 film/tape.

#### 10.3 SPORTSCASTER

The services provided may include play-by-play announcing, reporting, providing program ideas, lining up guests, interviewing, preparing material for broadcast or production, organizing tape, and specialized announcing or commenting about sports.

Subject to Article 12.5 (d), a Sportscaster may also be engaged as a CO-Host.

#### 10.4 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 film/ tape, continuity, preparation of material for production, interviewing on or off-air and commentary.

#### 10.5 HOST

The services provided may include the collecting or supplying of material for a 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 the linking of program segments.

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 Article 10.2 or 10.4 must be stipulated in the employee's contract.
- (c) If a Researcher/Programmer is requested or allowed to perform services falling within the provisions of a Writer/Broadcaster, the Researcher/Programmer's contract shall be upgraded to a Writer/Broadcaster for the duration of those duties.
- (d) In the event of sickness, vacation, or unavoidable absence only, the Corporation may hire a replacement for a Writer/Broadcaster at a daily fee of -

Aug 1/88

June 1/90

\$182.15

\$191.10

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 daily fee of -

Aug 1/88

June 1/90

123.50

129.55

If such replacement exceeds three (3) days in any given week, the replacement fee will be the weekly fee.

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

(f) 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 Clause 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.

(g) 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.

(h) 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 RATES OF PAY

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Article 1.2, which states that the rates of pay set out in this Agreement are minimums and that the Corporation and any employee may negotiate rates of pay in excess of these minimums.

For progression through minimum steps, see Article 12.7.

12.2 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 -

<u>Aug 1/88</u>	<u>June 1/90</u>
\$120.90	\$126.80

WEEKLY FEE -

	<u>Aug 1/88</u>	<u>June 1/89</u>	<u>June 1/90</u>
Step 1	\$458.60	\$458.60	\$481.10
Step 2	--	481.55	505.15
Step 3	--	505.60	530.40

12.3 RESEARCHER/PROGRAMMER

MINIMUM WEEKLY FEE

Step 1	\$493.85	\$493.85	\$518.05
Step 2	--	518.55	544.00
Step 3	--	544.50	571.20

(Replacement, Illness, etc., see Article 11.1(d))

12.4 WRITER/BROADCASTER

MINIMUM WEEKLY FEE

Step 1	\$728.55	\$728.55	\$764.25
Step 2	--	765.00	802.50
Step 3	--	803.25	842.65

(Replacement, Illness, etc., see Article 11.1(d))



12.5 SPORTSCASTER

- (a) A Sportscaster's contract shall be for one (1) continuous year of work and shall stipulate the nature of the work required, including the type and frequency of programs. The following minimum fee shall apply:

	<u>Aug 1/88</u>	<u>June 1/89</u>	<u>June 1/90</u>
Step 1	\$37,885.00	\$37,885.00	\$39,741.40
Step 2	--	39,779.25	41,728.45
Step 3	--	41,768.20	43,814.85

- (b) In the event of sickness, vacation or unavoidable absence only, the Corporation may hire a replacement for a Sportscaster at a daily fee of -

<u>Aug 1/88</u>	<u>June 1/90</u>
\$182.15	\$191.10

If such replacement exceeds three (3) days in any given week, the replacement fee will be the following per week -

\$728.55	\$764.25
----------	----------

- (c) CONTRACTS OF LESS THAN ONE (1) YEAR

In the event of special circumstances other than (b) above, the Corporation may request the contracting of a Sportscaster for the duration of available work. Prior to contracting, ACTRA may grant or reject such request, but ACTRA's consent shall not be unreasonably withheld. The minimum fee for such work shall be the annual fee pro-rated for the duration of available work.

- (d) SPORTSCASTER CO-HOST

Where a sportscaster is delivering the sports news as part of a more general news and information program, such as the current supper hour shows, the sportscaster may co-host the balance of such news and information program, upon payment of not less than twenty-five percent (25%) of the applicable minimum sportscaster's rate pro-rated on a weekly basis.

12.6 HOST

Thirty percent (30%) above the applicable Writer/Broadcaster minimum fee.

LENGTH OF CONTRACT

The host's initial contract shall be for not less than the length of the program season. The first thirteen (13) weeks of the initial contract shall be considered a trial period of the services provided by the host and at the end of this period, the contract may be terminated without cause but upon four (4) weeks notice, or pay in lieu of notice.

Except as modified by this Article, the provisions of Article 14 shall apply to hosts.

RELIEF HOSTS

In the event of sickness, vacation or unavoidable absence only, the Corporation may hire a replacement for a host at a daily fee of -

Aug 1/88

June 1/90

\$ 236.80

\$ 248.40

If such replacement exceeds three (3) days in any given week, the replacement fee will be the applicable weekly fee.

12.7 PROGRESSION

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties, subject to Article 1.2 which states that the rates of pay set out in this Agreement are minimums and that the Corporation and any employee may negotiate rates of pay in excess of these minimums.

- (b) Effective June 1, 1989, employees shall be placed on the step in the range of the category in which he/she is employed as determined by the years of service in the job category. An employee with less than one (1) year of service shall be paid at least the minimum fee. An employee with one (1) year or more of service shall be paid no less than Step 2 of the salary range. An employee with two (2) years or more shall be paid no less than Step 3 of the salary range. (Article 14.6 outlines continuity of service.)
- (c) Progression through the range of the job category shall occur automatically upon the employee's annual anniversary date of initial contracting to the job category provided there is no break in service. If there has been a break in service, then progression to Step 2 or 3 shall occur automatically upon the date the employee's cumulative service reaches one or two years as the case may be.
- (d) An employee who progresses to a new higher classification shall be placed on the step in the new salary range which is the closest to five percent (5%) above his/her current contracted salary.

#### 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 CBC/ACTRA Television Writers Agreement.

ARTICLE 14

CONTRACT SECURITY

14.1 (a) INITIAL CONTRACT

Except as otherwise noted, (12.2 Researcher and 12.5 Sportscaster) an employee's initial contract shall be for not less than thirteen (13) weeks.

14.1 (b) 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) with daily information programming, 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 that category is available on that program at the time of contracting, the employee shall be offered a contract for the entire duration of that available work. However, in no event shall a contract be for less than thirteen (13) weeks.

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

(i) A contract of between thirteen (13) weeks and fifty-two (52) weeks may be terminated by either party upon thirty (30) days' notice.

(ii) 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.

(iii) 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.

(iv) 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.

EXTENSION

A contract may be extended only by mutual agreement in writing between the parties and all provisions of the Agreement will apply to such extension. Negotiations for the renewal of a contract shall commence no later than fifteen (15) days before the end of the 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, or major portion thereof. 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 the 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 the 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 14.4 the following additional lump, sum payment:

-- After one (1) year of completed continuous service, one (1) week's pay for each six (6) months of continuous service, or major portion thereof. 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.
- (d) An employee employed year-after-year for a programming season with a minimum of thirty-nine (39) weeks is deemed to be on continuous service for the purposes of this article. However, the duration of continuous service shall be equal to the aggregate total of the length of the various contracts.

14.7 WORK IN ANOTHER JURISDICTION

When the Corporation requests an employee engaged under this Agreement to work in another jurisdiction, his/her contract shall be suspended. The individual's salary for the duration of the assignment shall be either the existing salary or the salary required by the new category of work, whichever is greater.

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.

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.

16.2.1 BASIC HOURLY RATE

Basic hourly rate means four times the weekly fee divided by one hundred and sixty (160) hours.

16.2.2 TIME AND ONE-HALF

Time-and-one-half means pay calculated on the basis of one-and-one-half times the basic hourly rate.

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, Canada 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 CALL IN PAY

An employee who is called into work on a day of rest or outside normal working hours for a period of time not contiguous with normal working hours shall be compensated **for** a minimum of four (4) hours at time-and-one-half.

16.7 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.

16.8 TIME CARDS

Once each week, employees shall submit their report of time worked on the prescribed form (Appendix " ") to the appropriate supervisor. A copy of the report shall be initialled by the supervisor and forwarded to ACTRA by the employee. A lieu day, day of vacation, or a statutory holiday shall be noted on the employee's time card in the calculation of the work week.

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.

An employee with eight (8) years or more of continuous service shall be entitled to a minimum of four (4) weeks vacation per contracted year, which shall be earned on a monthly pro-rated 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.

This Corporation policy is appended to the Agreement as Appendix "E" for information purposes only and the Corporation retains the right to modify or change the policy.

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.

20.1.1

This Corporation policy is appended to the Agreement as Appendix "E" for information purposes only and the Corporation retains the right to modify or change the 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.

20.2.1

The local transportation policy shall be provided to the local steward for quick reference. The Corporation retains the right to modify or change the policy.

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. ACTRA shall provide insured benefits such as life insurance, dental care, and extended health benefits.

21.2        RETIREMENT PLAN

- (i) 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, and the ACTRA Fraternal Benefits Society shall establish a Retirement Savings Plan in the employee's name.
- (ii) 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.

21.3        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.

21.4

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.

21.5

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 affiliation 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.

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, filmed/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 visual 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 PENALTY

In the event that ACTRA notifies the Corporation in writing that a payment of 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.

In the event of dispute over the payment, this article shall not apply to that portion of the payment in dispute.

It is agreed that ACTRA may, from time to time, request a joint committee at the location concerned. Such a committee will include senior CSC 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 August 1, 1988 and shall remain in full force and effect ~~until~~ May 31, 1991.

31.2 RETROACTIVITY

All contract employees engaged under this agreement between the period August 1, 1988 and May 31, 1989 shall receive a lump sum payment equal to 3.5% of the minimum basic fee.

Effective on date of implementation and retroactive to June 1, 1989, all contract employees engaged under this Agreement will be placed in the appropriate step depending on length of service.

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

---

GERARD VEILLEUX  
PRESIDENT

---

STEPHEN COTSMAN  
Vice-president, Finance

---

RENE BERGEVIN  
Acting Vice-president, Human Resources

---

JEAN RICHER  
Director  
Corporate Industrial & Talent Relations

---

BOB LANGILL  
Senior Corporate Talent Relations Officer

---

MARY DEPOE  
Corporate Talent Relations Officer

---

ENID MILLS  
Manager, Program Administration  
TV Current Affairs



---

CAROL GELETTE  
Business Manager  
Radio Drama/Features

---

WILL BOHM  
Representative  
TV Network Entertainment Programming

---

MICHAEL SNOOK  
Director of Radio, Regina

---

BARBARA TRUEMAN  
Location Manager, Charlottetown

---

ARNOLD JOHNSTON  
Assistant Director, Systems Operations

THE ALLIANCE OF CANADIAN CINEMA, TELEVISION  
AND RADIO ARTISTS

---

SEAN MULCAHY  
ACTING NATIONAL PRESIDENT

---

GARRY NEIL  
General Secretary

---

CHRISTINE JACOBS  
National Executive Director  
Guild of Broadcast Journalists

---

JANET TORGE  
Vice-President/Chairperson  
Guild of Broadcast Journalists

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APPENDIX "A"

CONTRACT FORM - CONTRACT EMPLOYEE

APPENDIX "B"

LETTER OF INTENT

RESEARCH

The parties to these Agreements agree that the function of Research is now clarified in the Collective Agreements covering writers and broadcast journalists in both Radio and Television.

Those persons presently under contract and outside of ACTRA's jurisdiction will not be required to join ACTRA. Articles **A105** and **A 32** of the Writers Radio and Television Agreements and Articles 1.6 and 21 of the Broadcast Journalists Agreements 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 these Agreements will only apply to those researchers engaged on ACTRA contracts.

Should there be an interruption of service or a person newly engaged under these Agreements, it shall be a condition of engagement that the terms of the Agreements will apply.

---

Garry Neil  
General Secretary  
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 broadcast journalists in terms of the Agreements, the Corporation agrees to engage performers, writers and broadcast journalists 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.

---

Garry Neil  
General Secretary  
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 TOTAL HOURS WORKED	2 TOTAL HOURS WORKED	3 TOTAL HOURS WORKED	4 TOTAL HOURS WORKED	5 TOTAL HOURS WORKED	6 TOTAL HOURS WORKED	7 TOTAL HOURS WORKED	8 TOTAL HOURS WORKED	TOTAL HOURS WORKED	APPROVE/ SUPV. INITIALS	SUPERVISORS USE ONLY					
											WORK ON SUN DAY OFF	WORK ON TUE DAY OFF	WORK ON THU HOLIDAY	TIME OFF IN LEU	O F HRS	
WEEK 1																
DATES																
WEEK 2																
DATES																
WEEK 3																
DATES																
WEEK 4																
DATES																
TIME OFF IN LIEU OF PAYMENT MUST BE AUTHORIZED BY THE SUPERVISOR PRIOR TO ANY TIME TAKEN OFF BY THE EMPLOYEE										NO. OF DAYS APPLIED FOR		DATES TO BE TAKEN		AUTHORIZED SUPV. INITIALS		
WORK ON 6TH AND 7TH DAY - NOT PART OF WEEKLY AVERAGING																
I CERTIFY THAT ALL STATEMENTS ON THIS CARD ARE TRUE.																

100-14476 (11-83)

EMPLOYEE'S SIGNATURE  
(ONLY AFTER COMPLETE 4 WEEKS)

DATE

APPROVED SUPERVISOR'S SIGNATURE

DATE

**APPLICATION FOR LEAVE**

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	SUPV. INITIALS
ANNUAL	VERIFIED						
ANNUAL	SICK/STD						

UPON REQUEST AN EMPLOYEE MAY BE REQUIRED TO PRODUCE  
A DOCTOR'S CERTIFICATE IN THE CASE OF ILLNESS

APPENDIX "E"

HUMAN RESOURCES POLICIES

- 4.13 "Maternity, Paternity and Child Care Leave
- 5.1 "Travel - Canada"

**HUMAN RESOURCES POLICY NO. 4.13**

Amended: May 4, 1988

Effective: July 1, 1986  
or as otherwise set out in collective agreements.

**MATERNITY, PATERNITY AND CHILD CARE LEAVE**

**POLICY**

Upon the birth or legal adoption of a child, employees will be granted leave of absence in accordance with the provisions of this policy and related articles in collective agreements.

**DEFINITIONS**

**Maternity Leave**

Maternity Leave is an entitlement to a leave of absence of **up** to seventeen (17) weeks by a female employee **for** the purpose of giving birth and providing care for a child.

**Adoption Leave**

Adoption Leave is an entitlement to a leave of absence of up to seventeen (17) weeks by an employee to provide care for an adopted child. To be eligible for Adoption Leave the employee must **also** be entitled to U.I.C. benefits.

**Child Care Leave**

Child Care Leave is an entitlement to a leave of absence without pay of up to twenty-four (**24**) weeks for child care purposes. This leave of absence may be taken by either parent or may be divided between them. This is additional to Maternity or Adoption Leave.

**Paternity Leave**

Male employees with one (1) or more years of service may be granted three (3) days of paternity leave with pay at the time of birth or adoption of a child. Employees who are eligible for SUB Plan benefits are not eligible for paternity leave.



## Salary

Salary is the employee's basic salary without any additional remuneration. However, for contract or temporary employees who receive a supplement in lieu of benefits the contract amount will be added for this purpose.

## APPLICATION

### A Maternity Leave

To be eligible for maternity leave, a female employee must have completed six (6) months of continuous service. Maternity Leave may be commenced no earlier than eleven (11) weeks prior to the estimated date of confinement and must end not later than seventeen (17) weeks following the actual day of her confinement.

1. A female employee with twelve (12) months of continuous service who qualifies for Unemployment Insurance benefits will receive:
  - a) two (2) weeks of payments from the Supplemental Unemployment Benefits plan equivalent to ninety-three percent (93%) of salary, plus
  - b) up to fifteen (15) weeks of payments from the Supplemental Unemployment Benefits plan of an amount which reflects the difference between normal U.I. benefits and seventy-five percent (75%) of the employee's weekly salary.
2. A female employee with twelve (12) months of continuous service who does not qualify for Unemployment Insurance benefits, will receive:
  - i) two (2) weeks at full pay, plus
  - ii) up to fifteen (15) weeks without pay.
3. A female employee with more than six (6) but less than twelve (12) months of continuous service will receive up to seventeen (17) weeks without pay.

**B. Adoption Leave**

To be eligible for adoption leave, an employee must have completed six (6) months of continuous service and be eligible for U.I. benefits.

1. An employee with twelve (12) months Of continuous service as of the date the employee commences leave will receive:
  - a) two (2) weeks of payments from the Supplemental Unemployment Benefits plan equivalent to ninety-three percent (93%) of salary, plus
  - b) up to fifteen (15) weeks of payments from the S.U.B. Plan of an amount which reflects the difference between normal U.I. benefits and seventy-five percent (75%) of the employee's weekly salary.
2. An employee with more than six (6) but less than twelve (12) consecutive months of service as of the date the employee commences leave will receive up to seventeen (17) weeks without pay.

**C. Child Care Leave**

where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing, as the employee elects,

- a) in the case of a female employee,
  - (i) on the expiration of any leave of absence from employment taken by her under section A. Maternity Leave, or B. Adoption Leave,
  - (ii) on the day the child is born, or
  - (iii) on the day the child comes into her actual care and custody, and
- b) in the case of a male employee,
  - (i) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under section A. Maternity Leave, or B. Adoption Leave,

- (ii) on the expiration of any leave of absence from employment taken in respect of the child by a female employee (of another employer) who is entitled to such leave on account of her pregnancy or adoption under the laws of a province.
- (iii) on the day the child is born, or
- (iv) on the day the child comes into his actual care and custody.

**D. Absence Without Pay**

Employees are entitled to a maximum of fifty-two (52) weeks of absence from work under this policy. The total of seventeen (17) weeks of Maternity or Adoption Leave plus up to twenty-four (24) weeks of Child Care Leave plus a further period of absence without pay must not exceed an aggregate of fifty-two (52) weeks.

**E Benefits**

Employees proceeding on leave under this policy must choose which of the following benefits he/she wishes to maintain throughout the entire period of absence.

**1. Supplemental Unemployment Benefits Plan (SUB Plan)**

Since the Corporation's Supplemental Unemployment Benefits plan is dependent on the employee's receiving U.I. benefits, the fifteen (15) weeks of SUB payments cannot start until U.I. benefits start. The two (2) weeks of SUB payments at ninety-three percent (93%) will be paid for the two (2) weeks immediately preceding these fifteen (15) weeks.

If the employee receives earnings from other sources which reduce U.I. benefits below the normal weekly level, the CBC will not increase its SUB plan payment to cover the decreased amount of U.I. benefits. If the employee received earnings from other sources which, when added to U.I. benefits and SUB plan payments, would exceed ninety-five percent (95%) of salary, the SUB plan payments will be reduced accordingly.

Note: Unemployment Insurance maternity benefits cannot be applied for until ten (10) weeks before the expected birth week and there is a 2-week waiting period.

2. Sick Leave or Short Term Disability

When an employee is absent prior to the commencement of maternity leave, due to a medical condition related to pregnancy, she may apply for Sick Leave or Short Term Disability in the normal manner. However, pregnancy per se does not qualify for Sick Leave or STD.

3. Pension Plan

For those with one (1) year of service who qualify for U.I. benefits, the first four (4) months of maternity leave or adoption leave will count as pensionable service under provisions of the Corporation's Pension Plan, but no contributions to the Plan will be required.

For those taking maternity leave with one (1) year of service who do not qualify for U.I. benefits, normal pension contributions from the employee will be required for the first two (2) weeks with pay but will not be required for the following fifteen (15) weeks.

The first four-month period counts as pensionable service only if the employee returns to work immediately following Maternity or Adoption Leave and other absences permitted under this policy, and resumes pensionable service (i.e., receives salary for fifteen (15) calendar days in a calendar month and therefore resumes contributing under the pension plan).

Regular employees with more than six (6) but less than twelve (12) months of service may choose to continue pensionable service if they maintain their share of contributions during Maternity or Adoption and Child Care Leave.

Employees proceeding on Child Care Leave may choose to continue pensionable service if they maintain their share of contributions during this period.

Employees who continue on Absence Without Pay beyond Maternity or Adoption and Child Care Leave will be eligible for pensionable service for this extended period up to the maximum aggregate period of fifty-two (52) weeks provided the employee pays both employer and employee shares.

4. Basic Group Life Insurance

The Corporation will maintain the basic group life insurance coverage for all periods of Maternity, Adoption and Child Care Leave. During the period of Absence Without Pay, the employee may elect to maintain coverage by paying the required premium.

5. Optional Group Life Insurance

The employee may arrange to pay the costs of coverage for up to twelve (12) months while on absences which are covered by this policy. Should contributions not be made, this benefit may lapse.

6. Voluntary Accident Plan

The employee may pay premiums to maintain coverage during absences which are covered by this policy. Should contributions not be made, this benefit may lapse.

7. Basic Provincial **Hospital/Medical** Coverage

The Corporation will continue to maintain coverage during periods of Maternity, Adoption Leave and Child Care Leave. In those provinces where premiums are paid, the employee may arrange to pay the rates applicable to maintain coverage during the period of Absence Without Pay.

8. **Supplementary Health Care**

Coverage will be maintained by the Corporation during Maternity, Adoption and Child Care Leave. During the period of Absence Without Pay, the employee may elect to maintain coverage by paying the required premium.

9. Long Term Disability

The employee may pay premiums to maintain coverage during all periods of absence covered by this policy. Should contributions not be made, this benefit may lapse.

10. Dental Plan

Corporation paid dental plans will be maintained during periods of Maternity, Paternity and Child Care Leave. Where an employee paid plan is in effect the employee may arrange to pay the rates applicable to maintain coverage.

F. Applying for leave under this policy

Notifications of intention to take leave are to be submitted in writing a minimum of four (4) weeks prior to the starting date. This notification must also indicate the length of leave intended to be taken. Furthermore, any changes in length of leave also require four (4) weeks written notice.

When applying for Child Care Leave, the employee is required to indicate in writing the amount of Child Care Leave (if any) to be taken by the employee's spouse. The total must not exceed twenty-four (24) weeks.

G. Return to work

Within the fifty-two (52) week period, employees may return to work as soon as they are able provided they are capable of performing their regular jobs. The Corporation requires a minimum of two (2) weeks' notice of return to work. When the date of the employee's return to work coincides with a holiday, the employee will be paid for the holiday.

When returning to duty at the conclusion of leave of absence, the employee will be reinstated in his or her former position or, if that is not possible, to a comparable position with the same wages and benefits and in the same location.

**H. Separation when not returning to work**

If the employee without reasonable excuse fails to return at the conclusion of the period for which leave of absence was applied for and granted, and no extension of the leave of absence is authorized, she or he shall be separated from staff on the last day of authorized absence.

**I. Implications of leave under this policy**

The following conditions are applicable:

**1. Seniority**

Continuity of service for the purposes of seniority shall be considered unbroken upon return to work following leave authorized under this policy.

**2. Annual Leave**

Annual leave credits will accumulate for the first four (4) months of Maternity Leave, or Adoption Leave provided that, at the end of the authorized leave of absence, the employee returns to active work for ten (10) working days within a calendar month. Annual leave credits may not be used for this ten (10) day qualifying period.

**3. Severance Pay**

The first four (4) months of Maternity or Adoption Leave will count as service for severance pay purposes provided they count as pensionable service (see para E.3 above).

**J. Temporary Employees**

Temporary employees with full time continuous service shall be entitled to leave in accordance with this policy. Granting of leave under this policy shall not have the effect of extending the temporary employment beyond its scheduled termination date. It should be noted that many of the benefits outlined in E may not apply to temporary employees.

**K. Contract Employees**

Contract employees with full time continuous service shall be entitled to Leave in accordance with this policy. Granting of leave shall have the effect of suspending the contract for the duration of the absence. Upon return to work the contract would still be in force, so as to continue for a total duration of worked time as provided for in the contract. It should be noted that many of the benefits outlined in E may not apply to contract employees.

**L. Both parents employed by CBC**

Where both parents are employed by the Corporation a maximum of fifty-two (52) weeks absence between both employees will be permitted under this policy.



## **HUMAN RESOURCES POLICY NO. 5.1**

Effective: 1 October 1980

### **TRAVEL - CANADA**

#### **POLICY**

Employees who are authorized to travel on Corporation business will be provided with transportation and accommodation plus allowances to cover cost of meals and other expenses incurred.

#### **DEFINITIONS**

TRAVEL shall mean any authorized trip extending beyond the local area where the employee is based.

LOCAL/METROPOLITAN AREA shall normally include the metropolitan area, city or municipal limits, adjacent municipal areas and adjacent places such as airports, sports arenas, etc. The limits for each local area shall be as recommended by the head of the area concerned and approved by the appropriate vice-president and shall be published in the area concerned.

#### **APPLICATION**

##### **1. Authorization for Travel and Travel Allowances**

The employee, to obtain authorization for travel in Canada, must prepare and sign Request for Advance, CBC 466, Part 1, and submit it to his/her immediate supervisor.

The immediate supervisor shall review the request, confirm the necessity of the trip, and have the appropriate authorizing officer approve the advance.

The authorization to approve travel advances and claims must be in accordance with the "Delegation of Signing Authority" system outlined in the Functional Corporate Policies manual.

Certain officers may, by specific delegation, be authorized to approve their own advances. Any such request for travel advance will not be honoured if the individual has any travel claims outstanding for more than 30 days from the conclusion of any previous trip.

## 2. Transportation and Accommodation

Employees are to travel by common carrier where possible, provided that the mode of transportation chosen is most advantageous to the conduct of Corporation business. Travel is to be by the shortest direct route, and advantage should be taken of return ticket rates and special fares. Additional expenses incurred for personal reasons such as personal stopovers will not be allowed.

Whenever possible employees are entitled to single room accommodation. When available at the location concerned, a single room with shower and/or bath facilities will be provided.

### a) Air Travel

Employees travelling by air will be provided with transportation at the economy rate. First class accommodation will be provided only where economy class is not available at a time suitable for purpose of the assignment.

Any employee using first class air travel must provide an acceptable written explanation to the authorizing officer when submitting his/her travel claim.

### b) Travel by Train

Transportation may be arranged as follows:

- (i) To provide actual expenses for "all-inclusive" plans (transportation, sleeping accommodation, and meals). The Corporation will pay the full price of the plan, and the employee may claim actual expenditures relating to portage and gratuities; or
- (ii) Where "all-inclusive" plans are not available, the Corporation will provide first class fare, club car, roomette or bedroom, with per diem applying for duration of the trip. Where first Class is not available, coach class will be provided. For one day trips where no sleeping accommodation is required, actual expenses will be allowed.

c) Travel by Bus

The Corporation will provide standard fare for transportation, with per diem allowance applying for the duration of the trip. For one day trips actual expenses will be allowed.

d) Travel by Boat

The Corporation will provide transportation, sleeping accommodation and meals where these are included in the fare, and the employee may claim other actual expenditures for portage and gratuities. If the fare includes transportation only, then the regular per diem allowance will apply for the duration of the trip. For one day trips actual expenses will be allowed.

e) Use of Private Automobile

Where it is to the Corporation's advantage, public transportation facilities shall be used. However, an employee may elect, with the prior approval of his/her supervisor, to use a private automobile on Corporation business under conditions outlined below:

An employee shall not use a private automobile for Corporation business unless he/she first provides satisfactory proof that the automobile is properly insured for public liability and property damage. In authorizing the use of a private automobile the Corporation is assuming no liability to indemnify the user for any personal loss or injury which might be sustained as a result of such use and it remains the sole responsibility of the employee to provide adequate protection against risk of personal liability and property damage.

f) Use of Rented Vehicles

The use of rented vehicles may be authorized where, in the opinion of the authorizing officer, this method of travel is economical and practical and in the best interest of the Corporation. Compact sized cars or, if necessary, medium sized cars shall be used. Full sized cars shall only be rented when the number of passengers to be carried or the bulk or weight of goods to be transported warrants the use of a larger vehicle. An explanation of why vehicle rental is necessary is to be provided on the travel claim.

**NOTE:**

Rented vehicles are insured by their owners for public liability, property damage, and collision damage. The Corporation is self-insuring for the deductible portion, and therefore additional payment is not normally to be made to a car rental company to cover the deductible amount of collision insurance. Claims for this deductible coverage will not be authorized, except for such insurance covering trips outside Canada or to isolated locations in the Northern Service.

**3. Travel Arrangements**

Whenever feasible, the Travel Section will arrange for transportation and accommodation, including purchasing tickets, and making reservations from a list of CBC-approved hotels. In circumstances where an employee makes his/her own arrangements, the claim for hotel expenses will be limited to rates charged at the location, when booked by the Travel Section, and the expense claim must be authorized by the department head prior to reimbursement.

**NOTE :**

Special rates at many hotels do not apply when credit cards are used. Additional hotel costs incurred due to use of a credit card will not be accepted.

All exceptions must be explained in writing and be authorized by the department head.

**4. Travel Credit Cards**

Travel credit cards may be issued to certain employees who may be required by the nature of their job to travel on very short notice. Issuance of all travel credit cards must be authorized by the appropriate vice-president or delegate.

**5. Travel Advances**

Advances and reservations will be issued by the Travel Section upon receipt of an authorized CBC 466, Part 1.

Advances required away from home base may be obtained, provided that the reasons are clearly stated on CBC 466, Part 1, when requesting the additional advance and that proper authorization is obtained at the location at which the employee is visiting.

## 6. Cancellations

The employee shall be responsible for the cancellation of reservations, including hotel, club car, or sleeper accommodation, in sufficient time to enable the Corporation to arrange a refund-credit. The employee shall be accountable for charges incurred by failure to cancel reservations. All advances must be refunded and tickets returned to the travel section immediately upon cancellation of a trip.

## 7. Security of Cash

Employees are held responsible for all monies advanced to them by the Corporation and in their own interest should take precautions for safekeeping.

## 8. Allowances

Claims for travel expenses will be allowed for the following items, subject to the limitations contained in other sections of this policy.

### a) Per diem

To meet the cost of meals, laundry, valet services, gratuities and personal expenses, the per diem allowance set out in Appendix A shall apply for all employees except for:

- (i) One day trips where no overnight accommodation is required, employees may claim meal rates as outlined in Appendix A. These meal rates include the cost of the meal gratuity. Claims above these amounts may be allowed if substantiated by receipts and explained in writing on the travel claim.
- (ii) All-inclusive arrangements when accommodation and meals are provided at no cost to the employee. During the period covered by such arrangements, a per diem will apply that is the amount allowed for incidentals in the regular per diem set out in Appendix A.
- (iii) Employees travelling to or between far Northern locations (i.e. locations at or above the 55th parallel but including Goose Bay) may claim either
  - the regular per diem plus an additional \$3.00 or
  - actual expenses, supported by original receipts.

b) Transportation

- (i) Cost of transportation to destination and return as supported by ticket stubs where provided.
- (ii) Cost of taxis (with explanation), airport bus or airport limousine service between residence or hotel, and station or airport, at point of departure, destination and return.

NOTE: The airport bus is to be used whenever economically possible. When taxis or limousines are used rather than the airport bus or other normal airport ground transportation, an explanation is required. Allowance for taxi directly to station or airport is not to exceed the combined cost of taxi to pick-up point, and airport limousine or bus service. This may be exceeded where local conditions warrant exception.

An original receipt is required for each taxi fare in excess of \$10.00 or an explanation why no receipt is available. Subject to local practices, receipts for lesser amounts may be required at some locations.

When a taxi is shared with other CBC employees and the entire cost is paid by one person, that person may be required to provide the names of the other employees.

Where an employee elects to use his/her own automobile between residence and station or airport, he/she may claim mileage/kilometre allowance as set out in Appendix A and parking, the amount allowed not to exceed the combined cost of taxi and limousine service.

- (iii) Cost of bus and/or subway fares.
- (iv) Cost of taxis with explanation, when the use of such taxis is justified in the opinion of the authorizing officer. (An original receipt is required for each taxi fare in excess of \$10.00 or an explanation why no receipt is available. Subject to local practices, receipts for lesser amounts may be required at some locations.)

(v) The cost of car rentals for local transportation at destination when such rental is justified in the opinion of the authorizing officer (see 2f).

(vi) Cost of extra assistance in handling equipment.

c) Accommodation

Cost of hotel, or approved alternate accommodation supported by receipt.

d) Other Allowable Expenses

Cost of telegrams and telephone calls required for Corporation business, subject to the approval of the authorizing officer. Long distance calls must be fully explained and employees are liable for the cost of calls that are established as not having been required for Corporation business.

Reimbursement for cost, supported by receipt, of first five minutes of phone calls to employee's home, limited to two such claims per week for trips exceeding five days, or one such claim for trips of two to five days.

Cost of traveller's cheques when supported by receipts.

Cost of excess baggage supported by receipt.

e) Mileage/Kilometre Allowances

(i) Rate A

Where it is to the Corporation's advantage or where public transportation is not available or not practical, an employee who is authorized to use his/her private automobile shall be allowed a rate per mile/kilometre computed on total distance, as well as toll charges, ferry rates, and parking while on Corporation business. An explanation may be required on the travel claim to explain why other modes of transportation are not practical.

Current mileage/kilometre rates are set out in Appendix A.

- (ii) Rate B  
(At request of employee)

Where public transportation is available and practical, but an employee requests and receives permission to use his/her automobile for travel, he/she may claim the mileage/kilometre rates specified in Appendix A computed on total mileage/kilometre as well as toll charges, ferry rates and parking.

When two or more employees are travelling in the same private automobile, the owner is the only person eligible to claim the applicable allowances.

The allowances provided above will be considered to include all costs incidental to the use of the automobile.

- (iii) All mileage/kilometres claimed in excess of the location to location distance must be explained in writing.

**f) Special Provisions**

The provisions contained in 8e) do not apply to those employees whose conditions of employment with the Corporation include special terms relating to the use of their automobiles while on Corporation business.

**9. Expense Claims**

All expenses claimed shall be itemized on CBC 466, Part 2, and supported by original receipts as specified in other sections of this policy.

NOTE: Photostat copies of receipts are not acceptable.

The allowances outlined in 8 above are intended to cover the full range of expenses incurred while travelling on Corporation business. Expenditures such as travel insurance, purchase of personal equipment, etc., are at the option of the employee and may not be claimed as expenses under the travel regulations.



Any and all deviations from provisions of this policy must be explained in writing on the relevant travel claim. This applies particularly to:

- Use of first class air travel.
- Use of rented automobile.
- Use of private automobile when claiming the higher rate.
- Claims for meals in excess of the approved rates.
- Claims for hotels not included in the CBC list of approved hotels.
- Claims for hotel rates in excess of those shown in the CBC list of approved hotels.

#### 10. Authorization of Expense Claims

Before signing Statement of Expense, CBC 466, Part 2, the authorizing officer is to ensure that expenses claimed were warranted and were fair and just in all respects and that the regulations contained in this instruction were adhered to.

#### 11. Settlement of Accounts - Time Limit

- a) All employees shall account for advances by completing CBC 466, Part 2, and refund any money due to the Corporation, within ten working days of completion of each trip. Employees who travel frequently may be permitted to clear their accounts on a monthly basis.
- b) Advances which are outstanding for a period in excess of 30 days from completion of the trip shall be deducted from the employee's salary if no acceptable explanation is provided.
- c) Unless other arrangements have been made, travel accounts shall be settled before proceeding on vacation or extended absences.

#### 12. Time Computation for *Purpose* of Per diem Allowances

The elapsed time during a travel period shall be determined as follows:

- a) For travel by train, plane, boat or bus, per diem will begin one hour before the scheduled time of departure of the carrier, and will end one hour after the actual arrival of the carrier at the conclusion of the trip.

- b) For travel by private automobile where public transportation is not available or practical, the period between the time of departure from the employee's base or residence, whichever is later, and the time of return to the base or residence, whichever is earlier. Where public transportation is available, and the employee receives permission to use his/her automobile, the period of time for which per diem is allowed will be determined as in a) above for the public transportation that would otherwise have been used.
- c) Claims for period of continuous travel through various time zones, or involving changes in locale or mode of transportation, shall be based on the actual time spent travelling.

#### **13. Entertainment of other Employees**

Employees shall not entertain other employees at Corporation expense, except as follows:

Vice-presidents; Assistant Vice-presidents; General Counsel; Assistant General Counsel; Regional Directors: Director of R.C.I.; and Director Ottawa Area shall be allowed to entertain other CBC employees and recover the cost from the Corporation for working lunches and/or dinners when such meals are an integral part of a meeting or conference. Staff entertainment below this level must have prior approval from the above-noted officers.

#### **14. Secondment and Training**

At the discretion of local management reduced per diem rates may be set for employees on secondment or assigned for training purposes. Such rates are to be determined by local conditions but may not exceed the normal travel per diem.

#### **15. Extended Periods in Travel Status**

Where an employee is required to spend periods in excess of two months in travel status at one location, appropriate arrangements may be made by the Corporation for suitable self-contained accommodation obtainable at weekly or monthly rates. When this type of semi-permanent accommodation is occupied, a reduced rate may be set by the Corporation.

**16. Regional, Local Instructions**

Regional or local instructions or regulations must not conflict with this policy. Copies of all regional or local instructions must be approved by the Director, Corporate Human Resources and organization Development.

**17. Employees on Contract**

All employees hired on a contract basis for whom Unemployment Insurance deductions apply are required to comply with this travel policy. Wording to this effect must be incorporated in each individual contract. For employees covered by collective agreement, the terms of the agreement apply.

**18. Travel Accident Insurance**

Employees are automatically covered by accident insurance in the amount of \$25,000 while travelling on CBC business anywhere in the world.

**REFERENCES**

Policy 5.2 - Travel Outside Canada

Policy 5.9 - Travel Allowances - Management Employees

Issued 1 July 1984

**HUMAN RESOURCES POLICY NO. 5.1**

**APPENDIX A**

**1. Travel Allowance**  
(Effective April 1, 1989)

To meet the cost of meals and incidental expenses such as laundry, valet services, gratuities and other personal expenses, a per diem allowance is provided as follows:

- a) Canada - (except Northern Locations) **\$40.00**  
(\$2.60 per hour for part days to a maximum of \$40.00). This is the sum of \$7.00 for breakfast, \$9.00 for lunch, \$17.50 for dinner and \$6.50 for incidentals.
- b) Canada - (Northern Locations) **\$46.00** (\$3.00 per hour for part days to a maximum of \$46.00). This is the sum of \$8.50 for breakfast, \$10.50 for lunch, \$20.50 for dinner and \$6.50 for incidentals. (See 8.(a) (iii)).
- c) U.S.A. - **\$42.00** in U.S. currency (\$2.65 per hour for part days to a maximum of \$42.00).
- d) Other Countries - Consult your Human Resources office.
- e) One Day Trips

Employees travelling on one day trips cannot claim per diem, but are permitted to claim for individual meals incurred up to the amounts quoted above which include meal gratuity. Claims above these amounts may be allowed if, substantiated by receipts and explained in writing. Reasonable incidental expense may also be allowed if itemized and receipted wherever possible.

**2. Mileage/Kilometre Allowance**  
(Effective May 1, 1988)

a) Rate A

Ontario, **29.5** cents per kilometre (47.0 cents per mile).

New Brunswick, Nova Scotia, P.E.I. and British Columbia 29.0 cents per kilometre (46.5 cents per mile).

Manitoba, Saskatchewan and Alberta, 27.5 cents per kilometre (44.5 cents per mile).

Yukon and N.W.T. 35.0 cents per kilometre (56.5 cents per mile).

Quebec, 30.0 cents per kilometre (48.0 cents per mile).

Newfoundland, 30.5 cents per kilometre (49.0 cents per mile).

- b) Rate B  
(at request of employee)

Rate of 10 cents per kilometre (16 cents per mile) at all locations.

3. Upgraded Air Travel  
(Effective March 2, 1988)

First Class and Executive Class air travel may be used by CBC employees only when Economy Class is not available at a time suitable for purposes of the assignment.

Each instance of First Class or Executive Class air travel requires the authorization of the Vice-president or the Executive Director of the component. This directive applies regardless of time, distance or duration of travel.

4. Private Accommodation  
(Effective April 1, 1989)

An allowance of \$14.00 per night will be paid to an employee who stays at a private residence in place of commercial accommodation (See 8.(c)).