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No. OF EMPLOYEES	1,445		
NOMBRE D'EMPLOYÉS	JF		

## COLLECTIVE AGREEMENT

between

CANADIAN BROADCASTING CORPORATION  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES

***CANADIAN BROADCAST EMPLOYEES UNION***

(OFFICE AND PROFESSIONAL UNIT)

May 6, 1991 - May 3, 1992

103, 104 pages  
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**THIS AGREEMENT**

**signed this 7th day of February, 1992**

between

**CANADIAN BROADCASTING CORPORATION**

**hereinafter referred to as**

**"the Corporation",**

**Party of the first part,**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CANADIAN BROADCAST EMPLOYEES UNION**

**(OFFICE AND PROFESSIONAL UNIT)**

**hereinafter referred to as**

**"the Union",**

**Party of the second part.**

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## PURPOSE OF AGREEMENT

The purpose of this Collective Agreement is to promote harmonious relations ~~between~~ the Corporation ~~and~~ its employees represented by the Union, to establish and maintain fair and equitable rates of pay and working conditions for all, and to set up procedures for the settlement of disputes and grievances which may arise ~~between~~ the parties.

## ARTICLE 1

### DEFINITIONS

For the purpose of this Collective Agreement, the following **terms** shall have the meaning **as** specified hereafter:

#### 1.1

Employee - This **term** shall mean any **person** employed in a job classification or performing a function included within the bargaining unit. **See** Article 14 and 80.

#### 1.2

Probationary employee - A probationary employee is one who is on probation for a period of **three** (3) months or six (6) months or nine (9) months **from** the date of his/her employment. **See** Articles 14.2 and 15.6.

#### 1.3

Relief employee - Relief employees are those hired to meet a variety of relief, emergency or short-term operating requirements, and may **be** employed for full or part days and/or full or part work weeks. **See** Article 14.4.

#### 1.4

Temporary employee - A temporary employee is one hired for a specific purpose and for a limited time. **See** Article 14.3.

#### 1.4.1

A Commentator/Interviewer employee - means the employee hired under a contract of fixed duration, in accordance with Article 80 of this Collective Agreement.

#### 1.5

Continuing employee (full-time) - A continuing employee is one who **has** completed the required probationary period, **and** is employed in a classification **within** the bargaining unit. See Article 14.1.

#### 1.6

Classification - Classification means a job title listed in the Certificate(s) referred to in Article 4.1, and shall also include any job created in **future** which the parties by mutual consent decide to include within the bargaining unit. See Article 4.

#### 1.7

Workweek - The work week shall consist of thirty-six and onequarter (36 1/4) hours of work. See Article 20.

#### 1.8

Overtime - This term means scheduled and/or assigned time worked beyond seven and onequarter (7 1/4) hours in a tour of duty. See Article 30.

#### 1.9

Tour of duty - A tour of duty or tour shall mean the scheduled and/or assigned time worked by **an** employee during a day, not including time worked **as** call-back. See Article 21.

#### 1.10

Turn-around period (shift employees) - A turn-around period is the **period** of at least twelve (12) hours between the end of one tour **of** duty and the **commencement** of the next tour of duty. **See** Articles 25 and 68.

#### 1.11

Night shift - Night **shift** means all work performed between midnight **and** 0700 hours. **See** Articles 27 **and** 71.

1.12

Corporation seniority - Corporation seniority shall commence on the date of hiring by the Corporation and shall be equal to the length of continuous service. See Article 32.1.

1.13

Unit seniority - shall be measured by the length of continuous service within both the CUPE (O&P) and the CUPE (PROD) bargaining units under their Collective Agreements and it shall relate to promotions and temporary upgradings. See Article 32.1.1.

1.14

Call-back - Call-back is those hours credited to an employee who, after completing a tour of duty and leaving his/her work area, is called back to perform work between tours of duty. See Articles 26 and 67.

1.15

Local Area - Means the metropolitan area including its transmitter point(s) where the Corporation has broadcasting facilities and/or offices such as Vancouver, Winnipeg, Toronto, Halifax, etc.. Employees assigned outside these geographic limits shall be deemed to belong to the local area from which they are assigned. The definition of a local area will be communicated to the Local Union and will not be changed without prior discussion with the Local Union.

1.16

Premises or Place of Employment - Shall mean the Corporation's broadcasting facilities and/or offices, within a local area where employees regularly work or may be assigned.

These facilities will be communicated to the Local Union and will not be changed without prior discussion with the Local Union. Any premises or place of employment will meet all standards and commitments embodied in this Collective Agreement and the Canada Labour Code, and will be established for periods of not less than seven (7) months. Where local circumstances warrant, the seven (7)

month limit may be reduced by mutual agreement, which will not be unreasonably withheld.

1.17

**Remote Assignment** - A remote assignment is **an** assignment within a local area, **as** defined in Article 1.15, associated with the production of a program, or segment of a program, outside the Corporation's premises or place of employment, **as** defined in Article 1.16.

1.18

**Out-of-Town Assignment** - This is an assignment outside the local area.

1.19

**Grievance** - A grievance is a written complaint concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

1.20

**Calendar year** - Defined **as** the **period** of **January** 1 to December 31 of **each** year.

1.21

**Parties** - The parties referred **to** in the Collective Agreement are the **Canadian** Broadcast Employees **Union** of the **Canadian Union** of Public Employees and the Canadian Broadcasting Corporation at the National Level.

1.22

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



## ARTICLE 2

### OFFICIAL TEXT

#### 2.1

Both the English and French texts of this Collective Agreement shall be considered official ~~texts~~, having equal force and either may be quoted or relied upon by either party. However, when a grievance is filed in one of the official languages, the text in that language will be the official text.

#### 2.2

All official interpretations of the articles of the Collective Agreement shall be by joint agreement and shall be signed by both parties and shall contain working examples where necessary.

## ARTICLE 3

### GENDER

#### 3.1

Wherever in the wording of this Collective Agreement the masculine gender is used, it shall be understood ~~to~~ include the feminine gender.

## ARTICLE 4

### UNION RECOGNITION

#### 4.1

The Corporation recognizes the ~~Canadian~~ Broadcast Employees Union of the Canadian Union of Public Employees ~~as~~ the exclusive bargaining agent for all persons employed in the Unit defined by the ~~Canada~~ Labour Relations Board in its Certificates issued on June 25, 1953 and amended on August 30, 1972, January 19, 1976, November 28, 1980, and May 18, 1982, ~~as well as~~ for all persons employed within the classifications set forth in Article 15, and any person employed in a job or classification created in future which the

parties by mutual consent decide to include within the bargaining unit.

The Corporation undertakes to notify the Union, in writing, before creating and implementing a new position, or new classification.

#### 4.1.1

The parties recognize that they may negotiate working conditions for Ottawa Area and ~~Head~~ Office which would only be applicable to them.

#### 4.1.2

Notwithstanding Article 4.1, the CBC and CUPE recognize the **Canadian Broadcast Employees Union of CUPE** as the bargaining agent for the purpose of negotiation, administration and implementation of this Collective Agreement.

#### 4.2

The parties may, by mutual consent, exclude from the bargaining unit any person employed in a classification within the unit. In no case shall the Corporation make such exclusion effective prior to the date the Corporation advises the Union in writing that it intends to exclude an employee. It is further agreed that the Corporation will inform the Union of the specific functions of any reclassification resulting in the abolition or regrouping of a position in the bargaining unit.

#### 4.3

**On** request, the ~~Local~~ Officer-in-Charge of Industrial Relations will arrange a meeting ~~between~~ the Local Union, the employee and ~~an~~ appropriate representative(s) of Management to **discuss** the exclusion. Wherever possible, such meeting shall take place prior to the exclusion.

#### 4.4

Where mutual consent to ~~an~~ exclusion is not reached at the Local Level, the matter will be placed on the agenda of the next National Position Evaluation **Committee** for resolution.

## 4.5

Where mutual consent to an inclusion or exclusion is not reached, such failure shall not become a subject of grievance under this Collective Agreement, but may be referred by either party to the Canada Labour Relations Board.

## ARTICLE 5

### UNION SECURITY AND DUES CHECK-OFF

#### 5.1

The Corporation agrees to deduct from each employee, the current dues, or **an** amount certified to the Corporation by the Union, of his/her **total** remuneration including amounts paid by individual contracts for performance or prominence and the buy-out of overtime and scheduling provisions and by commissions.

##### 5.1.1

In the case of an employee newly hired by the Corporation, deductions shall **begin as** of the date of hiring.

##### 5.1.2

In the **case** of an employee **transferred** into the bargaining unit from another position **within** the Corporation, deductions shall begin effective the date of the transfer.

#### 5.2

The said deductions shall be remitted by the Corporation to the Union by cheque, and **addressed** to the nominee of the National Secretary-Treasurer of the **Union no** later than seven **(7)** calendar days following the **end** of each bi-weekly pay period. **Dues** deducted from supplementary payments made during the calendar month will be remitted **no** later than the 15th of the following month. Deductions from employees governed by Article 80 and relief employees **during** the calendar month shall be remitted to the **nominee** of the National-Secretary Treasurer of the **Union no** later than the 15th of the following month.

### 5.3

The Corporation will, no later than the 15th of the following month and for the pay periods referred to in Article 5.2, forward to the **Union** a statement showing the names of all those in respect of whom deductions have been made and the respective amounts deducted. The statement will be arranged by locations and alphabetically by name with subtotals by location. Each record will include, affiliation, location, first name, last name, employee number, amount of dues and date deducted. Amounts deducted for salary and overtime will be coded separately. A similar statement showing the cumulative totals for each employee who **was in** the bargaining unit during the preceding calendar year shall be forwarded to the **Union** no later than six (6) weeks from the last pay **period** in the calendar year.

### 5.4

The Corporation will supply to the **Union** monthly **two (2)** copies of the Employee Record Computer Listing for the bargaining unit.

#### 5.4.1

In addition to the information supplied in 5.4 above, the Corporation will identify to the **Union** all positions in the bargaining unit which are designated **as** having a bilingual requirement.

### 5.5

Total union dues deducted for the calendar year shall be added to the employee's T4 or TP4 slip by the Corporation.

### 5.6

Where the parties agree to waive the overtime and scheduling provisions of the Collective Agreement and an employee enters into a contract for the buy-out of such provisions a copy of that contract between the employee and the Corporation shall be given to the **Local Union** at the time of signing that contract.

## ARTICLE 6

### UNION ACCESS TO PREMISES

#### **6.1**

The Corporation will, **upon** reasonable notification, permit free access to its premises by the accredited **Union** representatives to enable them to observe whether the provisions of this Collective Agreement are **being** complied with. If the visit involves entry into restricted areas, arrangements are to be made at the time when notification is given.

#### **6.2**

Any solicitation for **membership**, Union meetings, elections or Union business conducted on the Corporation's premises during **working** hours or at any other time shall be done only with the consent of the Corporation.

#### **6.3**

The Corporation will permit the **use** of bulletin boards on its premises for the posting of Union announcements regarding meetings, elections, negotiations **and** the internal affairs of the Union provided notices are authorized for posting by the Local Officer responsible for Industrial Relations or the appointed delegate.

#### **6.3.1**

At each location the Corporation shall provide **Union** bulletin boards in suitable places **on** its premises for the posting of Union announcements regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the **Union**. The Union will not post material considered damaging to **Union/Management** relationships.

#### **6.4**

At the time of the ratification vote of CBC/CBEU of CUPE Collective Agreement, operational requirements permitting, the Corporation shall allow a period not exceeding one **(1)** hour to be taken during work hours to enable employees to vote.

## 6.5

In order to vote in Local Union elections, operational requirements permitting, the Corporation will release an employee without pay for a period not exceeding one (1) hour. It is understood that the employee will **make** up the time of the absence without pay at the beginning and/or **end** of the shift involved without the payment of any penalties or premiums caused by the resultant overall length in the work day.

## ARTICLE 7

### REPRESENTATION

#### 7.1

The Union will notify the appropriate Industrial Relations Representatives, of the names of its national, local officers and stewards. Similarly, the Local Union will advise the Local Officer-in-Charge of Industrial Relations of the names of its local officers **and** stewards. In dealings with the Corporation, no employee shall act on behalf of the Union, nationally or locally, until such notification is given.

#### 7.2

The Union shall have the right, at any time, to have the assistance of representatives of the **Canadian Broadcast Employees Union of the Canadian Union of Public Employees** when meeting or negotiating with the Corporation.

#### 7.3

The Corporation will notify the Union nationally and locally of the names of its Officers responsible for Industrial Relations or the appointed delegate.

#### 7.4

The Corporation, locally, will provide the Local Union with a list of all new permanent employees hired in the bargaining unit during each **month** by the end of the month following.

## ARTICLE 8

### OUTSIDE ACTIVITIES

#### 8.1

Employees shall be free to engage in activities outside the hours of work provided:

- a) that such activities are not in direct competition with the services of the Corporation;
- b) that without permission, no employee may exploit his/her connection with the Corporation in the course of such activities;
- c) that such activity does not adversely affect his/her work for the Corporation;
- d) Announcers, Announcer-Producers and Commentators, Agriculture and Resources must obtain prior authorization before engaging in outside activities.

## ARTICLE 9

### NO DISCRIMINATION

#### 9.1

The Corporation will not discriminate against an employee for anything said, written or done legally in the furtherance of the aims or policies of the Union, or in exercising the rights accorded him/her by law and/or the provisions of this Collective Agreement.

#### 9.2

Employees shall enjoy equal rights under this ~~Collective~~ Agreement in accordance with the Canadian ~~Human~~ Rights Act, CBC policies, and Corporation by-laws.

### 9.3

The Corporation recognizes the right of employees to work in an environment free from all form of personal or sexual harassment, and the Corporation, will undertake disciplinary measures as required. Such disciplinary action when taken against a member of this bargaining unit shall be subject to the provisions of this Collective Agreement.

## ARTICLE 10

### NO-STRIKES OR LOCK-OUTS

#### 10.1

The **Union** will not **cause**, or authorize its members to **cause**, nor will any member of the Union take part in, any strike either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, **total** or partial of any of the Corporation's operations anywhere in **Canada** during the term of this Collective Agreement. The Corporation will not cause, engage in or permit a lock-out at any of its locations in Canada.

#### 10.2

Employees will not be required to perform or assist in any work under the usual jurisdiction of any other union which is on strike against the Corporation and is recognized **as a** bargaining agent for Corporation employees.

#### 10.3

The Corporation will not assign or transfer employees to any **radio** or TV station, transmitter, studio or property where a legal strike or lock-out of any persons whose functions correspond to those covered by this Collective Agreement, is in progress, or to originate a program or programs especially for such station.



## ARTICLE 11

### JURISDICTION

#### 11.1

Employees other than **announcers** (*see* Article **57**) **as** defined in Article 4 of this Collective Agreement shall continue to perform all those job functions previously within the jurisdiction of such positions **as** outlined in Article 4 of this Collective Agreement but not those job functions performed by confidential and supervisory employees excluded from the bargaining unit. Notwithstanding the above, the Corporation may continue to **use** employees in the bargaining unit to replace or assist confidential **and** supervisory employees in time of an unusually heavy workload, or because of leave of absence accorded to such employees.

#### 11.1.1

It is agreed that employees represented by either the **Canadian Broadcast Employees Union** of the **Canadian Union of Public Employees** or the **Conseil des sections locales du Syndicat canadien de la fonction publique** can be assigned to perform the job functions provided in Article 11.1.

#### 11.2

The Corporation shall not assign to persons outside the bargaining unit duties exclusively performed by members of the bargaining unit.

#### 11.2.1

It is further agreed that the Corporation may maintain such existing practices **as existed** at the effective **date** of this Collective Agreement insofar **as** this does not result in the downgrading or lay-off of an employee at the Corporation location involved. **An** "existing practice" is the **use** of personnel from outside the bargaining unit to perform duties **also** performed by members of the bargaining unit.

#### 11.2.2

In the event that the Union challenges an existing practice, the **onus** of proof will be on the Corporation.

### 11.3

Should a grievance be filed alleging a violation of this Article, the normal grievance procedure may, by request of either party, be waived and the dispute processed to immediate arbitration in accordance with Article 56. Where there is a violation of this Article, the Arbitrator may reinstate a laid-off employee or return an employee to his/her former classification in the case of downgrading. In either case, an employee will be reinstated with pay and with any other benefit under this Collective Agreement which may have been lost.

### 11.4

In order to ensure uniform application of this Article, it is agreed by the parties that all disputes arising from this Article will be dealt with at the National Level. This shall not be deemed to preclude the filing and normal processing of a grievance at the Local Level.

## ARTICLE 12

### MANAGEMENT RIGHTS

#### 12.1

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.

#### 12.2

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 staff required to carry out its operations; to select, hire, and direct them, to decide the number and locations of plants; to establish policies and standards governing its operations; to dismiss employees for proper cause; transfer, promote, retire, to downgrade or lay-off employees due to lack of work.

### 12.3

The rights referred to in Article 12.2 above shall be exercised subject to the provisions of this Collective Agreement.

## ARTICLE 13

### POSITION EVALUATION

#### 13.1

It is the right of the Corporation to establish the duties of any position and, in doing so, it is the responsibility of the Corporation to reflect accurately the function(s), duties, relationships and the basic qualifications for the position in a Position Specification.

#### 13.1.2

Positions **are** to be individually described, classified and remunerated in accordance with the provisions of Articles 13 and 15 and the evaluation procedures contained in the Position Evaluation Plan (specialized and clerical categories) contained in the Position Evaluation Manual which in itself is an integral part of this Collective Agreement.

#### 13.1.3

The position title shall reflect, **as far as possible**, the functions of that position. In the cases of positions which require professional, vocational or other formal training or its equivalent, the title usually accorded **as** a result of such training should be used.

#### 13.1.4

Employees will be given a copy of their Classification Profile and Position Specification at the time of hiring or transfer by the Corporation, or at any other time, within five (5) working days of receipt by Human Resources of a written request. The Position Specification will contain the rating and total points.

#### 13.2

Where the Corporation or the supervisor changes the duties of **an** individual position in a manner which necessitates a change in the

description, evaluation or classification of the position, the employee and the **Union** will be provided with copies of the revised Position Specification, along with the evaluation rating for the position.

#### 13.2.1

The effective date of such change will be the date **on** which the duties were commenced **as** reflected in a written notice from the supervisor to the employee.

#### 13.3

The supervisor, the incumbent employee, or the **Union** may request the evaluation review of a position at any time provided that the changes in function, duties or relationships supporting the request are clearly provided in writing. Such reviews will be undertaken in accordance with the procedures detailed **as** part of the Position Evaluation **Manual** and, upon completion, the employee, supervisor and **Union** will be advised of the result in writing.

#### 13.3.1

The effective **date** of any change resulting from such a request, will be at least the **date** the written request for review is received by Human Resources or **as** otherwise determined through the supporting detail.

#### 13.4

Once the Corporation has advised the employee and/or the **Union** as to the results of changes in, or reviews of, the duties, description or evaluation rating of a position and where the employee disagrees with the results, these results may be challenged in accordance with the procedures detailed in the Position Evaluation Manual. In **so** doing, the reasons for the challenge must be detailed in writing on **the** prescribed form included within the Position Evaluation Manual. (See Appendix Item L.1.5 of the Position **Evaluation Manual**).

#### 13.4.1

Any changes arising from such challenges will be effective the date the challenge, with reasons, was filed in writing. The employee, supervisor and **Union** will be advised, in writing, by Human Resources of the results of such challenge.

### 13.5

Where individual positions are reclassified upwards, salary revision will be in accordance with the promotion policy outlined in this Collective Agreement, in addition to any anniversary date increase due to the employee within three (3) months of the effective date of the reclassification. Retroactivity will be equivalent to the effective dates established under Articles 13.2.1, 13.3.1 or 13.4.1.

#### 13.5.1

If, through **no** fault of the employee, a position is changed to the extent that it is downgraded, there shall be **no** wage reduction. The salary horizon of the employee shall be frozen at the figure corresponding to the top of his/her former salary scale under the salary schedule in effect at the time of downgrading. The employee will, however, continue to receive all increases applicable until he/she reaches the frozen horizon. These provisions will remain in effect until such time **as** his/her new salary scale again embraces his/her frozen horizon or he/she is moved to a higher **salary** level which equals or surpasses his/her frozen horizon.

#### 13.5.2

In the event of the implementation of any major restructuring of the salary scales, or classification structure(s), the salary of **an** employee will only be adjusted to a step in the new salary which is at least equal to the former salary of the employee. However, in such cases, the employee's anniversary date shall remain unchanged.

#### 13.5.3

The parties agree that no ~~employee shall~~ suffer any decrease in his/her **earnings**, or **be red-circled as a** result of a replacement or termination of, or changes in, the existing evaluation plan and/or its procedures. The parties further agree to ~~seek~~ a solution enabling such employees to be integrated into the revised structure(s) **as soon as possible**.

### 13.6

The parties agree to maintain National Position Evaluation Committees which will continue to meet jointly in accordance with the following procedures.

### 13.6.1

Each Committee will be comprised of not more than four **(4)** members **as** named by the respective parties. The parties-agree that there may be ad hoc attendance by the other interested parties.

### 13.6.2

The Committees will function in accordance with their mandate **as** established and reflected in the Position Evaluation Manual and will meet at least every second month for not more than five (5) working days **unless** otherwise mutually agreed.

### 13.6.3

Upon request from the Union, the Corporation shall release without loss of pay or benefits, four **(4)** representatives for the purpose of attending joint sessions of the National Position Evaluation Committee; these representatives shall also be released on leave without pay to participate in meetings of their own Evaluation Committee. Requests for leave for such purpose(s) must be directed to and received by Corporate Industrial Relations at least ten (10) working days in advance unless such time limit is waived by mutual agreement. The Corporation agrees to make every effort to release the named representatives, but when this is impractical for operational reasons, the Union will name alternative representatives or a new mutually agreed date **shall** be set for such meeting.

### 13.7

Each party will designate one officer to be responsible for classification and evaluation matters, procedures and communications at the Local Level.

### 13.7.1

The parties **also** agree to maintain Local Position Evaluation Committees of not more than three (3) members each that will meet jointly **as** required to review evaluation matters in accordance with the procedures detailed in the Position Evaluation Manual. The parties agree that there may be **ad** hoc attendance by other interested parties.

### 13.7.2

Membership of the Committee should include representatives knowledgeable of the local operations and should, to the greatest extent possible, represent line management, employee categories involved in the locations, Human Resources and the Union.

### 13.7.3

Under normal circumstances, neither the employee nor the immediate supervisor should be in attendance for discussion of any review where they are personally concerned or affected.

### 13.7.4

Upon request from the Union, operational circumstances permitting, the Corporation shall release without loss of pay or benefits, up to three (3) representatives named by the Union for the purpose of attending meetings of the Local Position Evaluation **Committees** as they meet jointly.

**These** representatives shall also be released without pay to participate in meetings of their own Position Evaluation Committee, operational circumstances permitting. Such requests must be made in writing to the local Management officer responsible for Industrial Relations at least ten (10) working days in advance of such meetings unless otherwise mutually agreed.

The Corporation agrees to make every effort to release such representatives, but where this is not possible for operational reasons, the Union will name alternative representatives, or another mutually agreeable date shall be set for such meeting.

### 13.8

Employees may seek the assistance of the Union at any time in the preparation, submission **and** review of documentation or information related to the classification and evaluation of their position.

### 13.8.1

The Corporation will permit access, upon reasonable notification, to its premises to Union Analysts in order for them to carry out their reviews and analyses. They will be given reasonable access to

employees during working hours on the job without loss of pay or benefits to such employees.

### 13.9

Evaluation problems and disputes will be resolved outside the grievance procedure. When matters are not **so** resolved, the Union will file a grievance at the Second Step and the matter will be referred to arbitration without further discussion **as** provided under the Grievance Procedure.

### 13.10

In regard to the foregoing provisions of this Article and the procedures contained in the Position Evaluation Manual:

- a) all time limits are exclusive of Saturdays, Sundays, and holidays **as** specified within this Collective Agreement;
- b) all time limits may be modified or waived by mutual consent;
- c) any clerical error, or error in **reckoning**, in the preparation, drawing up or application of the documentation, evaluation rating or remuneration, shall be corrected in accordance with the provisions and intent of this Collective Agreement;
- d) the **use** of the word 'Union' means the Union at both the National and Local Levels unless otherwise specified;
- e) the Corporation agrees to provide at least six (6) copies of all documentation and information forwarded to the Union at the National level;
- f) the Union at the National and Local Level have the right to request and receive information and/or documentation relating to the description, evaluation and classification of position(s) at any time. Such a request must be made in writing stating the reasons for the request and the information and the documentation will be provided within twenty (20) working days following receipt of such request;



- g) requests at the Local Level will relate only to the positions within the immediate location.

## ARTICLE 14

### EMPLOYEE CATEGORIES

#### 14.1

All employees covered by this Collective Agreement shall be considered full-time employees of the basic establishment except as specifically provided by this Article and in Article 80.

#### 14.2

A probationary employee is one who is on probation as follows: Employees in those classifications designated with a "P" in Article 15.4 shall be on a probationary period of three (3) months from the ~~date~~ of his/her employment. This three (3) month period ~~may~~ be extended by a further three (3) months. For those employees in those classifications designated with a "PP" in Article 15.4, the probationary period will be six (6) months from the date of his/her employment. This six (6) month period may be extended by a further three (3) months. The Corporation will provide to the Local Union advice in writing of an extension of a probationary period. ~~This~~ advice shall be provided on or as near as possible to the date of ~~notice~~ to the employee.

##### 14.2.1

Notwithstanding the above, Agriculture and Resources Commentators and ~~Announcers~~ shall be on a probationary period of six (6) months from the date of their employment.

At its discretion the Corporation may extend the probationary period up to a ~~total~~ of twelve (12) months.

##### 14.2.2

Notwithstanding the above, if a *temporary* position becomes permanent and the temporary employee who ~~has been~~ filling it is the successful candidate following a competition in accordance with the

provisions of Articles 17 and 18, his/her probationary period shall be reduced by the time already spent filling the position as a temporary employee.

#### 14.2.3

It shall be the practice of the Corporation to inform employees of their confirmation to the Basic Establishment. **An** employee shall be considered to have completed his/her probationary period and to be confirmed as an employee on the Basic Establishment **unless** he/she is otherwise notified in writing prior to the end of the first three (3) months or six (6) months, as applicable, of employment. Where **an** employee has **been** notified in writing that his/her probationary period **has been** extended to a **total** of six (6) months or nine (9) months or twelve (12) months as applicable, he/she shall be considered to be confirmed at the end of the probationary period so extended unless he/she is otherwise notified in writing in advance of the end of the extended period. The Corporation will provide to the Local **Union** advice **in** writing of an extension of a probationary **period**. Such advice shall be provided on or as near as possible to the date of notice to the employee.

#### 14.2.4

**During** the probationary period, the Corporation may release the employee at any time. Where the employee is **to** be released, the Corporation shall give the employee a notice of five (5) working days or pay in lieu of notice. In order to give the employee the benefit of a full probationary period, the notice period may extend the probationary period and the provisions of Article 14.2.3 do not **apply**.

Release under the above provisions, shall not be subject to the grievance procedure, **unless** it occurs by reason of sex, colour, creed, national origin or union activities as defined in Articles 9.1 and 9.2.

#### 14.3

A temporary employee is one hired for a specific purpose and for a limited time. Such employees shall not be engaged for **periods** in excess of twelve (12) months, except that this period may be

exceeded with the Union's consent (such consent shall not be unreasonably withheld) for special projects e.g. Olympic games, major building and engineering projects, consolidations etc., and in cases where the temporary employment is for the purpose of replacement of employees on LTD. The intended duration of employment shall be given to the employee in writing at the time of **hiring**.

He/she shall receive all the benefits of this Collective Agreement, except that the Corporation may terminate his/her employment at any time by giving at least ten (10) working days notice or pay in lieu of notice for those employees engaged for periods in excess of three (3) consecutive months of employment and for employees with less than three (3) consecutive months of service, the period of notice will be at least three (3) working days or pay in lieu of notice. However, when an employee has received notice of the duration of his/her temporary employment his/her termination date will constitute notice, unless the termination date is advanced, then notice or pay in lieu of notice will be given.

#### 14.3.1

Announcers, Announcer-Producers and Sales Representatives may be hired for **periods** exceeding one (1) year by mutual agreement of the parties. Such mutual agreement will not be unreasonably withheld.

#### 14.4

Relief employees are those hired to meet a variety of reliefs, emergencies or short term operating requirements and may be employed for full or part days and/or full or part work weeks. The relief employees may work up to one hundred (100) working days in total accumulation in any calendar year. This accumulation of one hundred (100) days may be made up of full or half days to provide for the accumulation of a maximum of fifty (50) half days in addition to a maximum of seventy-five (75) full days. For the purpose of this calculation, four (4) hours or less shall be considered a half (1/2) day and more than four (4) hours shall be considered as a full day. Notwithstanding the above, relief employees specifically employed to work on Saturdays and Sundays and holidays specified in Article 34, may be employed for a maximum of one hundred and

twenty (120) full working days in a calendar year. These weekend relief employees cannot be hired for other relief or temporary purposes. The Local **Union** may request a review of the relief employees establishment. They shall receive all the benefits of this Collective Agreement except those dependent **on** the length of service, except that entitlement to vacation and holiday pay shall not be less than **as** provided by the ~~Canada~~ Labour Code. For the purpose of this Article, holidays are **as** defined in Article 34.

#### 14.4.1

Relief employees shall be paid **on** the basis of actual time worked in hours, with a minimum credit of four (4) hours per tour of duty and shall normally be paid no later than twelve (12) calendar days following the work week involved. In the event that processing by the Corporation delays payment beyond this **period**, the employee shall receive **on** the 12th calendar day an advance approximating the amount of his/her pay.

#### 14.5

The provisions of Articles 14.3 and 14.4 shall not be used to avoid filling an existing vacancy nor shall they be used to avoid the filling of a newly created position.

#### 14.6

The Local **Union** Office and the national office of the **Union** will be notified **on** a monthly basis in writing of the first name, last name, social insurance number, salary, classification and duration of employment, of relief **and** temporary employees engaged in the Corporation by the location concerned.

#### 14.7

Temporary or relief Announcers must qualify in the same manner **as** Staff Announcers prior to being hired.

## ARTICLE 15

### CLASSIFICATION AND SALARY SCHEDULES

#### 15.1

The Corporation shall reflect the duties, responsibilities and basic qualifications for each classification in a Classification Profile.

#### 15.2

All Classification Profiles are to be incorporated within the Position Evaluation Manual.

##### 15.2.1

The Position Evaluation Manual (Appendix "Q") is, in itself, an integral part of this Collective Agreement. This Manual shall have incorporated within it:

- a) the structure and mandate of the National Position Evaluation committee;
- b) the procedures **and** regulations governing the description, evaluation and classification of individual positions;
- c) the Position Evaluation Plan;
- d) all Classification Profiles;
- e) forms.

#### 15.3

The **Union** accepts those portions of the Classification Profiles relating to function, description of duties, relationships and job requirements **as** being accurate for the purpose of the negotiated classification levels and related salary structures which themselves cannot be further challenged **by** the **Union** during the term of this Collective Agreement.

### 15.3.1

However, it is the right and responsibility of the Corporation **to introduce** new classifications or to amend existing classifications during the term of the Collective Agreement. The Corporation agrees to inform and discuss with the Union such actions and to provide copies of new or revised Classification Profiles which will be processed in accordance with the provisions detailed in the Position Evaluation Manual.

### 15.4

Any dispute resulting from the introduction of new or the modification of existing Classification Profiles, which are not settled, will be referred to arbitration in accordance with the provisions of Article 56, and will be resolved through the application of the Position Evaluation Plan, procedures, policies and regulations to all of the individual positions so affected.

#### 15.4.1

Should **the** classification be judged by **an** arbitrator to be beyond the **scope** of the established Position Evaluation Plan, it is the right of the Union to negotiate salary rates for such classification(s).

#### 15.4.2

Adjustments in **salary** rates will be made retroactive to the **date** the classification **was** created or modified **and/or** the duties assigned.

### 15.5

In the event of any evaluation dispute, it is the Position Specification established and authorized by the Corporation that shall be the document to be used in resolving any dispute **as** it relates to an individual position.

## 15.6 List of Classifications

- P - Probationary period of three (3) months from date of employment.
- PP - Probationary period of six (6) months from date of employment.
- T - Trial ~~period~~ of three (3) months from date of promotion.
- TT - Trial period of six (6) months from date of promotion.

Title	Salary Group		
Advertising Standards Representative . . . . .	7	PP	TT
Advertising Standards Representative . . . . .	8	PP	TT
Announcer . . . . .	I-II-III	PP	TT
Announcer Producer (Northern Service) . . . . .	I-II-III	PP	TT
Announcer-Producer(RCI) . . . . .	7-8-9	PP	TT
Announcer-Producer (Special Events and <b>Sports</b> ) . . . . .	I-II-III	PP	TT
Building Representative . . . . .	7	PP	TT
Building Services Representative . . . . .	6-7	PP	TT
Building Superintendent . . . . .	6	PP	TT
Buyer . . . . .	6	PP	TT
Buyer . . . . .	7	PP	TT
Caretaker . . . . .	3	P	T
Chauffeur . . . . .	4	P	T
Cleaning Control Coordinator (night) . . . . .	4	P	T
Clerk.. . . .	2	P	T
Clerk . . . . .	3	P	T
Clerk . . . . .	4	P	T
Clerk . . . . .	5	P	T
Clerk Accounting . . . . .	4	P	T
Clerk Accounting . . . . .	5	P	T
Clerk, Distribution & Mailroom . . . . .	2	P	T
Clerk, Distribution & Mailroom . . . . .	3	P	T

Title		Salary Group	
Clerk, Distribution & Mailroom	4	P	T
Clerk-in-charge, Distribution & Mailroom	4	P	T
Clerk-in-charge, Distribution & Mailroom	5	P	T
Clerk-in-charge, Distribution & Mailroom	6	PP	T
Clerk Registry	2	P	T
Clerk Registry	3	P	T
Clerk Registry	4	P	T
Clerk Registry	5	P	T
Coder	5	P	T
Commentator, Agriculture <b>and</b> Resources	7-8-9	PP	TT
Commercial Production Assistant	6	PP	TT
Commercial Production Representative	7	PP	TT
Communications Assistant	5	<b>PP</b>	<b>TT</b>
Communications Assistant	6	PP	TT
Communications Officer	7	PP	TT
Communications Officer	8	PP	TT
Computer Operator	4	P	T
Computer Operator	5	P	T
Data Entry Operator	3	P	T
Data Entry Operator	4	P	T
Departmental Assistant	7	PP	T
Dispatcher	6	P	T
Drafting <b>and</b> Layout Clerk	6	PP	T
Drafting Specialist	6	PP	T
Duplicating Clerk	2	P	T
Duplicating Clerk	3	P	T
Duplicating Equipment Operator	3	P	T
Duplicating Equipment Operator	4	P	T
Duplicating Equipment Operator	4-5	P	T
Duplicating Equipment Operator	5	P	T
Engineering Assistant	7	PP	TT
File Examiner	6	PP	T
Film Screening Assistant	7	PP	TT
Film Traffic Officer	7	PP	TT
Film Traffic Officer	8	<b>PP</b>	<b>TT</b>



Title		Salary Group	
Liaison Officer, Agriculture & Resources.. . . . .	9	PP	TT
Library Technician . . . . .	5	PP	T
Library Technician . . . . .	6	PP	T
Music Clerk . . . . .	3-4	P	T
Music Librarian . . . . .	5	PP	T
Music Librarian . . . . .	6	PP	T
Office Junior . . . . .	1	P	T
Photo Typesetter Composer . . . . .	5	PP	T
Production Assistant (Radio) . . . . .	5-6	PP	TT
Production Secretary . . . . .	3-4	P	T
Production Secretary . . . . .	5	P	T
Program Assistant . . . . .	4-5	P	T
Program Research Assistant . . . . .	6-7	PP	TT
Radio Network Traffic Coordinator . . . . .	8	PP	TT
Receptionist.. . . . .	3	P	T
Receptionist. . . . .	3-4	P	T
Receptionist-Switchboard Operator . . . . .	3	P	T
Receptionist-Switchboard Operator . . . . .	3-4	P	T
Record Librarian . . . . .	5	PP	T
Record Librarian . . . . .	6	PP	T
Recorded Music Specialist . . . . .	7	PP	T
Reference Librarian . . . . .	7	PP	TT
Research Assistant. . . . .	6	PP	TT
Research Assistant. . . . .	7	PP	TT
Research Assistant - Analysis . . . . .	7	PP	TT
Research Assistant - Information . . . . .	7	PP	TT
Research Assistant - Surveys . . . . .	6	PP	TT
Sales Promotion Assistant . . . . .	7	PP	TT
Sales Promotion Officer . . . . .	8	PP	TT
Sales Promotion Representative . . . . .	9	PP	TT
Sales Representative . . . . .	7	PP	TT
Sales Representative . . . . .	8	PP	TT
Sales Representative . . . . .	9	PP	TT
Sales Service Representative . . . . .	7	PP	TT

Title		Salary Group	
<b>Sales</b> Service Representative . . . . .	8	PP	TT
Script Editor . . . . .	<b>7-8</b>	PP	TT
Script Officer. . . . .	7-8	PP	TT
secretary . . . . .	3	P	T
secretary . . . . .	4	P	T
Secretary . . . . .	5	P	T
Senior Clerk . . . . .	<b>6</b>	PP	T
Senior Clerk . . . . .	7	PP	T
Senior Clerk Accounting . . . . .	<b>6</b>	PP	T
Senior Clerk Accounting . . . . .	7	PP	T
Senior Computer Operator . . . . .	6	PP	T
Senior Data Control Clerk . . . . .	7	PP	T
Senior Data Entry Operator . . . . .	<b>5</b>	PP	T
Senior Dispatcher . . . . .	<b>7</b>	PP	T
Senior Duplicating Equipment Operator . . . . .	<b>6</b>	PP	T
Senior Music Librarian . . . . .	7	PP	T
Senior Music Programmer . . . . .	7	PP	T
Senior Receptionist-SwitchboardOperator . . . . .	5	PP	T
Senior Record Librarian . . . . .	<b>7</b>	PP	T
Senior Storekeeper . . . . .	<b>7</b>	PP	T
Senior Stores Traffic Clerk . . . . .	7	PP	T
Senior Switchboard Operator . . . . .	4	P	T
Senior Switchboard Operator . . . . .	5	P	T
Station Relations Assistant . . . . .	<b>6-7</b>	PP	TT
Station Relations Representative . . . . .	8	PP	TT
Storekeeper . . . . .	4	P	T
Storekeeper . . . . .	5	PP	T
Storekeeper . . . . .	<b>6</b>	PP	T
Stores Assistant . . . . .	3	P	T
Stores Traffic Clerk . . . . .	<b>6</b>	PP	T
TV Sales Administration Coordinator . . . . .	7	PP	TT
TV Sales Administration Coordinator . . . . .	8	PP	TT
TV Sales Administration Representative . . . . .	7	PP	TT
TV Sales Administration Representative . . . . .	8	PP	TT
Technical Resources Scheduling Coordinator . . . . .	8	PP	TT

Title	Salary Group
Telecommunications Analyst . . . . .	7 PP T
Visual Researcher . . . . .	6-7 PP TT
<b>Word Processing Operator . . . . .</b>	<b>4 P T</b>

15.6.1

**An** employee may be assigned to carry out the functions contained in ~~two~~ job classifications in his/her bargaining unit, and will be compensated at the salary group level of the higher classification. The Local Union will be advised in writing before **any** employee is so assigned. This Article is not intended to cover situations in which Article 19 would apply.

15.7

The following minimum salaries shall be in effect during the term of the Collective Agreement ~~for~~ the purpose of salary ~~for~~ Classifications **as** in 15.6, and nothing herein prevents the Corporation from paying salaries above these scales:

GROUP 1

May <b>6, 1991</b> (Increment <b>\$535</b> )	Annual	Bi-weekly
Hiring Rate	<b>\$16,261</b>	<b>\$623.03</b>
Step 1	<b>16,796</b>	<b>643.50</b>

GROUP 2

May **6, 1991**  
(Increment **\$674**)

Hiring Rate	<b>\$18,240</b>	<b>\$698.85</b>
Step 1	<b>18,914</b>	<b>724.67</b>
Step 2	<b>19,588</b>	<b>750.50</b>

### GROUP 3

May 6, 1991  
(Increment \$737)

	Annual	Bi-weekly
Hiring Rate	\$20,221	\$774.75
Step 1	20,958	802.99
Step 2	21,695	831.23
step 3	22,432	859.46
Step 4	23,169	887.70

### GROUP 4

May 6, 1991  
(Increment \$809)

Hiring Rate	\$21,933	\$840.34
step 1	22,742	871.34
Step 2	23,551	902.34
Step 3	24,360	933.33
Step 4	25,169	964.33
Step 5	25,978	995.33

### GROUP 5

May 6, 1991  
(Increment \$968)

Hiring Rate	\$24,657	\$ 944.71
step 1	25,625	981.80
step 2	26,593	1,018.89
step 3	27,561	1,055.98
step 4	28,529	1,093.07
Step 5	29,497	1,130.15

**GROUP 6**

**May 6, 1991**

(Increment \$1,140)

	<b>Annual</b>	<b>Bi-weekly</b>
Hiring <b>Rate</b>	<b>\$27,033</b>	<b>\$1,035.75</b>
Step 1	<b>28,173</b>	<b>1,079.43</b>
step 2	<b>29,313</b>	<b>1,123.10</b>
step 3	<b>30,453</b>	<b>1,166.78</b>
Step 4	<b>31,593</b>	<b>1,210.46</b>
step 5	<b>32,733</b>	<b>1,254.46</b>
Step 6	<b>33,873</b>	<b>1,297.82</b>

**GROUP 7**

**May 6, 1991**

(Increment \$1,307)

Hiring Rate	<b>\$31,963</b>	<b>\$1,224.64</b>
Step 1	<b>33,270</b>	<b>1,274.71</b>
Step 2	<b>34,577</b>	<b>1,324.79</b>
Step 3	<b>35,884</b>	<b>1,374.87</b>
Step 4	<b>37,191</b>	<b>1,424.94</b>
Step 5	<b>38,498</b>	<b>1,475.02</b>
Step 6	<b>39,805</b>	<b>1,525.10</b>

**GROUP 8**

<b>May 6, 1991 (Increment \$1,542)</b>	<b>Annual</b>	<b>Bi-weekly</b>
<b>Hiring Rate</b>	<b>\$38,869</b>	<b>\$1,412.61</b>
<b>Step 1</b>	<b>38,411</b>	<b>1,471.69</b>
<b>Step 2</b>	<b>39,953</b>	<b>1,530.77</b>
<b>Step 3</b>	<b>41,495</b>	<b>1,589.85</b>
<b>Step 4</b>	<b>43,037</b>	<b>1,648.93</b>
<b>Step 5</b>	<b>44,579</b>	<b>1,708.01</b>
<b>Step 6</b>	<b>46,121</b>	<b>1,767.09</b>

**GROUP 9**

<b>May 6, 1991 (Increment \$1,877)</b>		
<b>Hiring Rate</b>	<b>\$42,653</b>	<b>\$1,634.21</b>
<b>Step 1</b>	<b>44,530</b>	<b>1,706.13</b>
<b>Step 2</b>	<b>46,407</b>	<b>1,778.05</b>
<b>Step 3</b>	<b>48,284</b>	<b>1,849.96</b>
<b>Step 4</b>	<b>50,161</b>	<b>1,921.88</b>
<b>step 5</b>	<b>52,038</b>	<b>1,993.79</b>
<b>Step 6</b>	<b>53,915</b>	<b>2,065.71</b>

## ANNOUNCERS

### GROUP I

**May 6, 1991**

(Increment \$1,307)

	Annual	Bi-weekly
Hiring Rate	<b>\$29,350</b>	<b>\$1,124.52</b>
Step 1	<b>30,657</b>	<b>1,174.60</b>
Step 2	<b>31,964</b>	<b>1,224.67</b>
Step 3	<b>33,271</b>	<b>1,274.75</b>
Step 4	<b>34,578</b>	<b>1,324.83</b>
step 5	<b>35,885</b>	<b>1,374.90</b>
Step 6	<b>37,192</b>	<b>1,424.98</b>
Step 7	<b>38,499</b>	<b>1,475.06</b>
Step 8	<b>39,806</b>	<b>1,525.13</b>

### GROUP II

**May 6, 1991**

(Increment \$1,542)

Hiring Rate	<b>\$36,868</b>	<b>\$1,412.57</b>
step 1	<b>38,410</b>	<b>1,471.65</b>
Step 2	<b>39,952</b>	<b>1,530.73</b>
Step 3	<b>41,494</b>	<b>1,589.81</b>
Step 4	<b>43,036</b>	<b>1,648.89</b>
Step 5	<b>44,578</b>	<b>1,707.97</b>
Step 6	<b>46,120</b>	<b>1,767.05</b>

### GROUP III

May 6, 1991 (Increment \$1,877)	Annual	Bi-weekly
Hiring Rate	\$42,654	\$1,634.25
step 1	44,531	1,706.17
Step 2	46,408	1,778.08
Step 3	48,285	1,850.00
Step 4	50,162	1,921.92
Step 5	52,039	1,993.83
Step 6	53,916	2,065.75

### ARTICLE 16

#### GENERAL SALARY PROVISIONS

##### 16.1

Each employee shall receive the salary as shown in the scales above (Article 15) for the step in the classification occupied by the employee on May 6, 1991. This represents an increase of 3% on May 6, 1991.

##### 16.1.1

**The increase effective May 6, 1991, will be retroactive on basic salary and overtime.**

##### 16.2

The parties recognize the problem existing with red-circled employees, and the Corporation undertakes during the term of the current Collective Agreement to minimize to the utmost the red-circling situation caused by evaluation or operational change. To this end the Corporation undertakes to give first choice in the job to qualified red-circled employees for vacancies at their previous level, **and upon** written request by the Corporation, the **Union** agrees to waive **the** posting requirements of the Collective Agreement where a red-circled employee is to be placed in such a vacancy.



When a red-circled employee's salary remains or becomes frozen on May 6, 1991 and continues to be frozen during the period ending May 3, 1992, he/she shall be paid in a lump sum, on the latter date an amount equal to 3.5% of the rate he/she was receiving on May 5, 1991.

This provision applies only to those employees who become red-circled as a result of evaluation or operational changes, and whose salary becomes Red-Circle-Frozen Salary.

An employee may not be red-circled until notified in writing of the reasons for the red-circling. The reasons, as well as any failure to satisfy the requirements of this Article 16.2, shall be subject to the grievance procedure.

The Corporation's educational policy will apply to such courses as are necessary to enable red-circled employees to make positive contributions in their new functions and to increase the possibility of promotion to at least their original salary group. The Corporation shall advise the Union when any employee becomes redcircled.

### 16.3

Notwithstanding the provisions of Article 16.2, the following red-circled employees will be treated in accordance with the provisions of Article 16.1:

- employees who became redcircled as a result of the application of the Technological Change provisions of Article 33, and
- employees who are eligible for normal retirement before May 3, 1992. Normal retirement shall be deemed to be retirement under the provisions of Article 46.

### 16.4

In those jobs classified in two (2) or more groups and defined by a single classification profile, it is understood that progression from the lower group to the higher group will be automatic and the employee will receive at least one full increment in a higher group.

### 16.5

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

### 16.6

Employees granted leave of absence without pay by reason of pregnancy shall be considered to have unbroken service for purposes of Article 16.5 in the event that they return as provided in Article 42.

### 16.7

Employees will be paid on a bi-weekly basis, with pay day occurring on the second Thursday of each fourteen-day period which begins on Monday and ends on Sunday.

### 16.8

Payment for overtime shall be made on a four-week basis. Overtime cheques will be distributed no later than the nineteenth (19th) calendar day following the end of the four-week overtime pay period, unless such day falls on a holiday, in which case cheques will be distributed on the work day immediately following.

### 16.9

Overtime payments will be accompanied by a statement consisting of at least the following: period for which payment is made, gross rate, hours worked, deductions made therefrom and net amount.

### 16.10

Where justified in the opinion of the Corporation, a contract for an additional amount may be negotiated between a Commentator, Agriculture and Resources and the Corporation for recognized on-air prominence and excellence. Either the Corporation or any individual Commentator, Agriculture and Resources may initiate discussion leading to negotiation of such extra remuneration.

16.11

Employees shall be paid in accordance with Canada Labour Code, Part III, Division II.1, Section 178.

16.12

The Corporation will continue to pay, during the term of this Collective Agreement, a bilingual premium of 7% calculated on total compensation, to the following categories of employees:

- Stenographer
- Stenographer-Secretary
- Secretary
- Clerks groups 2 to 4 inclusive (who type 80% of their time)
- Receptionist
- Receptionist-Switchboard Operator
- Switchboard Operator

where such employees use the second language for at least 10% of their working time and occupy a position with a bilingual requirement.

16.12.1

It is agreed that disagreements between the parties as to whether a position as defined in Article 16.12 has a bilingual requirement or whether an employee meets the bilingual requirements are subject to the grievance procedure.

16.12.2

The benefits provided in Articles 16.11 and 16.11.1 shall continue unchanged unless and until agreement is reached on an alternative method of compensation for the bilingual requirement.

16.13

Northern Allowance

The Corporation agrees to subsidize housing costs for these employees working in the Northern Service to the same extent and in the same manner as accorded by the Federal Public Service to its employees. The Corporation's policy on "Allowances and Expenses - Isolated Locations" is attached as Appendix "S".

## ARTICLE 17

### POSTING OF VACANCIES

#### 17.1

When an existing or newly created position in the bargaining unit needs to be filled on a permanent basis, the vacancy will be posted on bulletin boards for at least seven (7) calendar days prior to the expiry date specified on the posting.

The Corporation agrees to consider for vacancies those employees who **are** out-of-town on assignments or **on** annual leave of longer than five (5) days but have already notified the employment office, in writing, of their interest in such positions.

The reclassification of an occupied position will not be deemed a vacancy under the provisions of this Collective Agreement, and therefore it is not posted.

The posting of positions referred to above is **as** follows:

- a) locally - all positions within a Corporation location;
- b) regionally - (all Corporation locations within a region/area) - all positions in Group 5 and above within the region/area;
- c) nationally - (all Corporation locations in Canada) - all positions across Canada in Group 7 and above and including Announcer and Announcer-Producer positions Group I, II and III.
- d) all double-grouped positions shall be posted in accordance with the provisions of the higher group.

#### 17.1.1

This provision shall not preclude the Corporation from simultaneously or subsequently advertising vacancies elsewhere, provided outside applicants will be considered only after all

applicants from the bargaining units have **been** interviewed and if necessary auditioned.

### 17.2

A notice of vacancy posting shall provide at least the following information: position title, salary grouping, salary range, location, union affiliation, expiry date of posting, where further details concerning the position specification may be obtained, and eligibility of males and females.

### 17.3

A copy of each posting shall be mailed to the designated Officer of the Union in the location(s) involved on or before the date of posting.

### 17.4

A copy of each national posting shall be mailed to the National Headquarters of the Union.

### 17.5

Employees have a right to apply for transfer or promotion to vacant positions within the bargaining unit and receive acknowledgement of such application. **An** employee who applies for such a vacancy in the bargaining unit will be given an interview, in person where possible, of which he/she shall have received reasonable notice (at least one (1) day). From the list of CUPE bargaining unit(s) applicants who meet the basic requirements of the position, a "short list" of the best qualified applicants will be established and these applicants will be further interviewed by a selection board chaired by the hiring supervisor. In arriving at determining the successful applicant, the selection board will apply only the criteria outlined in Articles 18.1 and 18.1.1 of the Collective Agreement. After the position has **been** filled, the name of the successful candidate will be communicated to the other applicants. **On** request, an unsuccessful applicant will be given the reason he/she was not selected, (in writing). No applicant from outside the Corporation will be given a job commitment until all employee applicants have been interviewed.

## 17.6

When vacant positions outside the bargaining unit are to be filled, the Corporation undertakes to post locally **as** follows:

- a) positions in other bargaining units in accordance with the provisions of the appropriate Collective Agreement;
- b) staff producer positions;
- c) confidential positions;
- d) management scale positions up to and including MS-V positions.

Employees have a right to apply for such vacant positions and receive acknowledgement of such application. **An** employee who applies will be interviewed and, if not selected, will be given the name of the successful applicant and upon request, the reason he/she **was** not selected. Failure to be selected for a position outside the CUPE O&P and CUPE Production bargaining **units**, is not subject to the grievance procedure.

## 17.7

When an employee is going to be responsible for all or part of his/her moving costs the employee will be notified at the time of acknowledgement of his/her application.

## 17.8

Applications for positions and replies pertaining thereto will not be placed on employee's status and pay files and will be destroyed.

## ARTICLE 18

### PROMOTION

#### 18.1

In promotions and lateral transfers which could result in career advancement involving Groups 1 to 4 inclusive, **when** employee

applicants for a vacant position **are** qualified - i.e., meeting the education, experience and other requirements detailed in the position description for the position in question - the employee with the most seniority in the bargaining units will be promoted on trial in accordance with Article **18.3**.

Where it is determined that the most senior employee applicant for a vacant position is qualified **as** defined above, interviews referred **to** in Article **17.5** will not be required. No employee applicant whose seniority entitles him to prior consideration shall be denied promotion without an interview.

#### **18.1.1**

In promotions involving Groups 5 to 9 inclusive, the candidate who is best qualified to **perform** the functions of the position in question will be appointed to fill the vacancy. In determining the successful candidate the following factors are considered: seniority, knowledge, training, skill, ability, potential.

#### **18.1.2**

Employees represented by either the **Canadian** Broadcast Employees **Union** of CUPE or the Conseil des sections locales du SCFP who apply for positions in Group 7 and above or Announcers, Announcer-Producers positions will be considered equally.

#### **18.2**

Nothing in **this** Article precludes the selection of candidates from outside the bargaining unit who are chosen in accordance with Articles **18.1** and **18.1.1**.

#### **18.3**

**An** employee promoted to a higher classification shall receive a minimum *salary* increase of at least one (1) full increment in the higher classification and his/her salary **adjusted** to at least the next higher step. Employees promoted to those classifications designated with a "T" in Article **15.4** may be **on** a trial period up to three (3) months from the date of promotion, and **upon** written notification to the employee and the Local Union prior to the expiry of this period, this trial period may be extended for a further three (3) months.

However, employees promoted to those classifications designated with a "TT" in Article 15.6 may be on a trial **period** of up to six (6) months from the date of promotion, and upon written notification to the employee and the Local Union prior to the expiry of this **period**, the trial period may be extended for a further three (3) months.

During the trial period the Corporation may **return** an employee to his/her former grouping and salary at any time, or at the employee's request he/she may be returned to his/her former grouping and salary. If his/her former position is filled he/she may be placed in a position of comparable salary and the provisions of Article 17 will not apply. When alternate placement is involved, the employee's wishes will be considered.

#### **18.4**

Where a grievance is filed on the provisions of this article, confirmation of the chosen candidate shall not take place while the grievance remains unresolved.

### ARTICLE 19

#### EMPC ;

#### **19.1**

**When** a position in the bargaining **unit** is to be filled on a temporary basis, preference will be given to employees from within the department where an employee is available and qualified to **perform** the functions. The provisions of Article 18.1 will equally apply to temporary assignments.

#### **19.1.1**

Employees will be given the opportunity to express their interest in temporary assignments which may become available during the coming fiscal year. The Corporation will post a reminder of this opportunity not later than March 1st. Interested employees will advise their local **Human** Resources office with a copy to their supervisor not later than April 1st. From this information a list of employees and their preferred area(s) of interest will be used as a



source of candidates for temporary assignments of less than twelve (12) weeks.

#### 19.1.2

Where a temporary position within the bargaining unit is **known** to be required for a period of twelve (12) weeks or more the notification shall be placed **on** bulletin boards for five **(5)** working days in the location concerned, unless a qualified employee from within the department has **been** chosen in accordance with Article 19.1.

#### 19.1.3

The selection of candidates under the provisions of Articles 19.1.1 and 19.1.2 shall not be subject to the grievance procedure.

#### 19.1.4

A list of temporary assignments referred to in Article 19.1.2 shall be supplied to the Local Union **on** a monthly basis.

#### 19.1.5

The Corporation will supply a list of temporary upgradings of more than five **(5)** days and temporary promotions of four (4) weeks or more duration to the Local Union at the time of upgrading/promotion. Such notification will include the employee's name and location, the **two** jobs involved, projected dates of upgrading/promotion and the salary treatment involved.

#### 19.2

**An** employee temporarily assigned or promoted to perform the principal job functions of a higher classification within the bargaining unit or Confidential classification, for a period of four (4) hours but **no** longer ~~than~~ a period of four (4) weeks, will be paid **at** a flat rate as follows:

effective February 7, 1992

**Gps. 1 to 3 \$ 7.20 p.d.**

**Gps. 4 to 6 8.75 p.d.**

**Gps. 7 & up 10.30 p.d.**

Such payment is in addition to the employee's basic salary.

#### 19.2.1

Where the temporary assignment spans more than one (1) group, i.e., from Group 2 to 4 or from Group 5 to 7 etc. or ~~from~~ a lower group to ~~an~~ Announcer or Announcer-Producer the employee shall receive a salary increase equivalent to at least one full increment in the higher classification for the period of the assignment or the flat rate ~~as~~ per Article 19.2, whichever is greater.

#### 19.2.2

~~An~~ employee temporarily assigned or promoted to perform the principal job functions of a higher classification within the bargaining unit, for a period exceeding four (4) weeks, will be paid at the appropriate salary in the higher classification (i.e., with a salary increase equivalent to at least one (1) full increment in the higher classification). Overtime worked while in this higher classification shall be calculated at the higher rate in accordance with the overtime provisions ~~of~~ this Collective Agreement.

#### 19.2.3

An employee who is temporarily assigned or promoted to perform the principal job functions of a Confidential position outside the bargaining unit, for a ~~period~~ exceeding four (4) weeks, will be paid at the appropriate rate for the position. When such temporary assignment or promotion is to a higher Confidential classification, the employee shall receive a salary increase equivalent to at least one (1) full increment in the higher classification. ~~An~~ employee shall have the right to refuse such a temporary assignment or promotion and such refusal shall not prejudice his/her employment in any manner whatsoever.

The provisions of the Collective Agreement shall not apply, except:

- a) Overtime worked while in such a higher classification shall be calculated at the higher rate in accordance with the overtime provisions of this Collective Agreement.
- b) **On** completion of the temporary assignment or promotion, the employee will return to his/her former position in the bargaining unit without loss of seniority rights or benefits under the Collective Agreement he/she would have retained had he/she remained in the bargaining unit.
- c) The employee shall retain the same job security provisions during the temporary assignment or promotion as he/she would retain within the bargaining unit.

### 19.3

The provisions of Articles 19.1 and 19.2 shall not be used to avoid filling an existing vacancy.

### 19.4

When an employee is assigned for training for a period up to a maximum of three (3) months, Article 19.2 will not apply. In no case shall this provision be used to avoid filling, for a period in excess of three (3) calendar months, an existing vacancy.

### 19.5

For employees promoted under the provisions of Article 18 to a classification with a higher salary grouping within the bargaining unit, the following shall apply:

- a) the trial period under Article 18.3 will be reduced by the number of working days the employee was temporarily assigned or temporarily promoted to the position during the twelve (12) months immediately preceding the promotion, or;
- b) the trial period under Article 18.3 shall not apply when the employee has been temporarily assigned or temporarily promoted to the position for a period of at least fifty (50) working days during the twelve (12) months immediately preceding the promotion.

### **19.5.1**

**An** employee temporarily assigned to perform the principal job functions of a higher classification in the management scale or producer scale for a period of one (1) full tour of duty or longer but less than four (4) weeks, shall receive a premium of at least ~~ten~~ percent (10%) of basic salary during the whole period of such assignment and shall have none of the benefits under this Collective Agreement impaired, except that the employee shall not be covered by the scheduling and overtime provisions of the Collective Agreement. **An** employee shall have the right to refuse such temporary assignment to a management scale or producer scale position, **and** such refusal shall not prejudice his/her employment in any manner whatsoever.

### **19.5.2**

**An** employee temporarily promoted to perform functions of a higher classification in the management scale or producer scale for a ~~period~~ in excess of four (4) weeks shall receive a minimum of eight percent (8%) or the start ~~rate~~ of the position, whichever is higher, for the whole period of such assignment and the provisions of the Collective Agreement shall not apply.

**On** completion of the assignment the employee will return to his/her former position in the bargaining unit without loss of seniority rights or benefits under the Collective Agreement he/she would have retained had he/she remained in the bargaining unit.

**An** employee shall have the right to refuse such an assignment and such refusal shall not prejudice his/her employment in any manner whatsoever.

### **19.5.3**

The employee shall retain the same job security provisions during the temporary promotion as he/she would retain within the bargaining unit.

## \*ARTICLE 20

### WORK WEEK AND DAYS-OFF

#### **20.1**

The thirty-six and onequarter (**36 1/4**) hour work week shall obtain for all employees and hours of work shall be exclusive of meal **periods**.

#### **20.2**

The work week shall commence at 0001 hours Monday and any tour commencing between this time and **2400** hours the following Sunday shall be credited to that work week for pay purposes. The hours of work shall be exclusive of meal **periods** but inclusive of break **periods**.

#### **20.3**

There shall be two (**2**) consecutive days-off which shall be referred to hereinafter as scheduled days-off; except that days-off may be non-consecutive with the **mutual** consent of the employee and the supervisor.

##### **20.3.1**

The **two (2)** scheduled days-off may be in separate work weeks, e.g., Sunday and Monday. The movement into a Sunday-Monday days-off situation can only be accomplished by the assignment of the two (**2**) days-off as Saturday and Sunday in the week immediately preceding the week in which the days-off are split. The pattern of Sunday-Monday as days-off may then continue but may **only** be exited from by scheduling Monday and Tuesday as days-off in the week following the last week in which the days-off were split. The pattern should be as follows:

	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>
IN	-----					D/O	D/O
	D/O	-----					D/O
D/O	D\O	-----					OUT

**20.4**

The Corporation agrees to use its best efforts to equalize the opportunity for employees within the group to receive as many Saturdays and Sundays off as possible. In any event days-off shall include Saturdays or Sundays or both at least thirteen (13) times a year including days-off scheduled consecutive with or during periods of leave. The provisions of this Article do not apply where it is mutually agreed between the Corporation and the employee to waive this requirement.

**20.5**

The two (2) consecutive days-off may be separated by legal holiday(s) when said holiday(s) is/are scheduled off.

**20.6**

- a) One (1) day-off shall consist of twenty-four (24) hours plus a turn-around period of twelve (12) hours for a total of thirty-six (36) hours;
- b) Two (2) consecutive days-off shall consist of forty-eight (48) hours plus a turn-around period of twelve (12) hours for a total of sixty (60) hours;
- c) Three (3) consecutive days-off shall consist of seventy-two (72) hours plus a turn-around period of twelve (12) hours for a total of eighty-four (84) hours;
- d) Four (4) days-off back-to-back in two (2) consecutive work weeks shall consist of ninety-six (96) hours plus a turn around

**period** of twelve (12) hours for a total of one hundred and eight (108) hours.

20.7

When the day(s)-off given in one (1) work week is/are Sunday, or Saturday and Sunday, the hours included in the day(s)-off and turn-around period may extend beyond 2359 hours on the Sunday of that week.

20.8

If any additional day(s) is/are scheduled off each such day-off shall consist of twenty-four (24) hours only and shall be known as an extra day-off. When an employee works on an extra day-off, such work shall be considered as work performed on a normal work day and shall not be subject to any additional payment.

20.9

There shall be no split tour of duty.

20.10

When the Corporation's operation requires a change in the normal starting time and/or finishing time, or the normal scheduling of days-off, or a change from non-shift to shift status or vice versa for an employee or group of employees, an employee's wishes will be taken into consideration; and where more than one employee capable of performing the work is available, assignment will be in inverse order of Corporation seniority.

**NOTE:**

The provisions of this Article may be modified by mutual agreement of the parties at the Local Level.

## \*ARTICLE 21

### TOUR OF DUTY

#### 21.1

A tour of duty shall mean the authorized and/or approved time worked by an employee during a calendar day (not including time worked as call-back as specified in Article 26.1 and with the exception of relief employees as defined in Article 14.4), with a minimum credit of seven and onequarter (7 1/4) hours (except as provided in Articles 22.1, 30.3 and 35.5), calculated to the end of the last quarter (1/4) hour in which work was performed provided that if it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

#### 21.2

When an employee makes a claim for time credit, the Corporation, prior to processing the claim, agrees to notify and discuss with the employee (if he/she is at his/her regular place of employment) any change in his/her time card, which will result in a reduction in his/her time credit. However, if the employee cannot be reached, he/she will be advised in writing of such reduction and the claim will then be processed.

## \*ARTICLE 22

### REDUCED TOUR OF DUTY

#### 22.1

Any tour of duty that is broken through authorized absence (e.g., special leave, **annual** leave, leave without pay), shall be reduced by one (1) hour for each hour of such absence; sick leave absences shall be treated in accordance with the provisions of Article 38.5. Work performed beyond the tour of duty so reduced shall be paid in accordance with the provisions of Article 30. Authorized absences under the **terms** of the Short Term Disability Plan do not reduce the tour of duty.



**\*ARTICLE 23**

**POSTING OF SCHEDULES - I EES**

**23.1**

For employees **on shift**, the schedule of hours of work shall be posted, or time card issued, no later than 1700 hours Friday, two weeks prior to the week in question. **This** posting shall include the starting time and finishing time for each day of the work week and days-off except that such days-off may be changed by the Corporation until seven (7) days in advance of **0001** hours of the day affected.

**23.1.1**

The Corporation shall give employees who are scheduled for out-of-town assignments **as** much prior notice **as** possible.

**23.1.2**

Consistent with operational requirements, the Corporation will consider the employee's wishes and give its best efforts to equalize the opportunity for employees **within a** group to work specific **shifts**.

**23.2**

Prior to going on authorized leave of five **(5)** working days or more, a **shift** employee shall be given a pre-arranged time to report **back**. **This** time, however, may be re-scheduled, but not earlier than the pre-arranged time without mutual agreement.

**23.3**

When **an** employee completes his/her tour of duty prior to the posting of the schedule on the stipulated day, he/she may ask the scheduling office to inform him/her of his/her days-off for the following week.

**23.4**

It is clearly understood that the provisions of this Article shall only apply to those employees whose tour of duty and days-off are shown on the schedule.

NOTE:

All the provisions of this Article including **23.1** may be modified by mutual agreement of the parties at the Local Level and agreements will not be unreasonably withheld. Prior to implementation such modifications must be approved by the parties at the National level.

\*ARTICLE 24

CHANGE OF SCHEDULE - SHIFT EMPLOYEES

**24.1**

For employees on shift, ~~notice~~ of change of starting time shall be given ~~as soon~~ as possible but at least twelve (12) hours in advance of the new starting time, but not later than **1400** hours of the ~~day~~ prior to the day in question.

**24.2**

If such notice of change is not given, the employee affected shall be credited with all hours originally scheduled plus any additional hours worked.

**24.3**

While it shall be the Corporation's obligation to notify an employee of any change in the starting time made after the schedule is posted, it is understood that such notification shall be considered sufficient if the change is made on the posted schedule prior to the employee's departure from the posting location. It shall be the employee's obligation to check the posted schedule immediately prior to his/her departure from the posting location.

**24.4**

Overtime may be cancelled or reduced at any time prior to the employee commencing to work such overtime hours. Overtime may not be cancelled or reduced after the employee has commenced working such overtime hours.

## **24.5**

There shall be no change of scheduled days-off or days-off referred to in Article **34.3.1** **once** the schedules have **been** posted, without the consent of the employee concerned, except **as** provided in Article **23.1**.

## **24.6**

The provisions of Articles **24.1** and **24.2** shall not apply in the case of call-back, or illness or unexpected special leave of a fellow employee for the first day of replacement, or to an employee who is rescheduled at his/her own request.

NOTE: The provisions of this Article may be modified by mutual agreement of the parties at the Local Level and agreements will not be unreasonably withheld.

## **\*ARTICLE 25**

### **TURN-AROUND PERIOD - SHIFT EMPLOYEES**

## **25.1**

For employees on **shift** a turn-around period is the period of at least twelve **(12)** hours **between** the end of a tour of duty and the beginning of the next tour of duty.

## **25.2**

All assigned **and/or** approved time worked, and any meal **period**, which encroaches on the turn-around period shall be paid for at an additional one-half **(1/2)** the basic hourly rate.

## **25.3**

**No** payment shall be made for encroachment arising from work assigned on the day following sick leave, special leave, annual leave of three (3) days or more, leave with pay for Union activities or absence without pay.

## ARTICLE 26

### CALL-BACK

26.1

Call-back is those hours credited to an employee who, after completing a tour of duty and leaving his/her work area, is called back to perform work between tours of duty. **An** employee called back to work shall be credited **as** of the time of the call with one (1) hour's pay at the basic hourly rate. In addition, for actual working time the employee shall be paid at the time and one-half (1 1/2) rate with a minimum of three (3) hours.

26.2

An employee receiving telephone calls at home from his/her supervisor or a person delegated by his/her supervisor, concerning urgent operational matters, will be compensated by one (1) hour's pay at the basic rate. This Article shall not apply to calls concerning scheduling.

## \*ARTICLE 27

### NIGHT SHIFT DIFFERENTIAL

27.1

All work **performed** between midnight (2400) and 0700 hours shall be compensated for at fifteen percent (15%) of the basic hourly rate. Minimum differential payment under this Article shall be three dollars **and ten cents (\$3.10), effective** February 7, 1992. Night shift differential shall not be deemed overtime or part of the basic pay.

The parties agree to discuss during the life of the Agreement the possibilities of integrating night shift premiums into pensionable salary.

## \*ARTICLE 28

### MEAL PERIODS

#### 28.1

For ~~non-shift~~ employees, a first meal period of not less than thirty (30) minutes or more than sixty (60) minutes shall be scheduled and given during every tour of duty.

#### 28.2

For ~~shift~~ employees a first meal period of not less than thirty (30) minutes or more than sixty (60) minutes shall be given within the span of two (2) to five (5) hours from the **beginning** of the tour. Where possible, employees shall be advised of such meal period not later than 1700 hours of the day prior to the day in question.

#### 28.3

**In** the event of a tour of duty extending for **nine** (9) hours or more exclusive of the first meal period, a second meal period shall be assigned of not less than thirty (30) minutes or more than sixty (60) minutes in duration.

#### 28.4

**When** an employee qualifies for a second meal period hetshe shall be paid nine dollars **and twenty five cents (\$9.25) effective February 7, 1992**, in cash to compensate for the cost of the second meal. Such payment shall, where possible, be made before the employee takesthemealperiod.

#### 28.5

**An** employee assigned overtime shall be credited with all time from his/her normal finishing time to the end of the overtime assignment, less the time taken for a second meal period if assigned.

#### 28.6

**An** employee is not entitled to second meal compensation when hetshe is **on a** remote assignment and **has** a meal provided for him/her or when he/she is **on** an out-of-town assignment and he/she

receives compensation under the provisions of the Corporation's Travel Regulations.

### 28.7

When a tour of duty extends for twelve (12) hours or more and four (4) hours have elapsed **since** the completion of the second meal period, a third meal period of not less than thirty (30) minutes and no more than sixty (60) minutes shall be assigned. When such meal is taken the employee shall be entitled to a meal allowance of four dollars and **sixty five cents (\$4.65) effective February 7, 1992.**

### 28.8

Notwithstanding the other provisions of this Article, by mutual agreement between Local Management and the Local **Union** in a given location, any meal period(s) falling within the period 0600 hours to 1930 hours may **be taken as follows:**

Breakfast: between 0600 and 0900 hours

Lunch: between 1100 and 1430 hours

Supper: between 1630 and 1930 hours.

NOTE: The provisions of this Article may be modified by mutual agreement of the parties at the **Local** Level and agreements will not be unreasonably withheld. Prior to implementation such modifications must be approved by the parties at the National Level.

## \*ARTICLE 29

### BREAK PERIODS

#### 29.1

Employees shall **be** entitled, during a tour of duty, to two (2) break periods which may be taken away from their immediate work area. The first period will be given between the employee's starting time and his/her first meal period; and the second between the end of the first meal period and his/her finishing time.

## **29.2**

The practice of allowing employees to *drink* coffee and other similar beverages at their place of work shall be continued. In this respect, it will be permissible and voluntary for one member of a department or group to leave his/her place of work for the purpose of obtaining these beverages for the other members of the department or group.

## **\*ARTICLE 30**

### **OVERTIME**

#### **30.1**

Overtime shall be paid at one and one-half (**1 1/2**) times the basic hourly rate for all work performed in excess of seven and onequarter (**7 1/4**) hours in a tour of duty. It shall be computed to the end of the last quarter hour in which work is performed.

#### **30.2**

Time and one-half (**1 1/2**) the basic hourly rate shall be paid for all work performed on a scheduled day-off with a minimum credit of seven and onequarter (**7 1/4**) hours.

##### **30.2.1**

**When** an employee works **on both** his/her scheduled days-off in a work week, all work performed **on his/her** second scheduled day-off shall be paid at double time with a minimum credit of seven and onequarter (**7 1/4**) hours.

##### **30.2.2**

When a holiday and both days-off are consecutive and all **are** worked, the holiday will be compensated at two (**2**) times the basic hourly rate with a **minimum** credit of seven **and** onequarter (**7 1/4**) hours.

#### **30.3**

The minimum credit provision of Articles **30.2** and **30.2.1** shall not apply when work is interrupted by an employee having to absent himself/herself due to illness or other personal contingencies, in

which case he/she will be paid the appropriate overtime rate only for those hours of work actually performed.

### 30.4

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

$$\text{Hourly Rate} = \frac{\text{basic annual salary}}{261 \times 7.25}$$

#### 30.4.1

Reference to daily hours in the above formula is only for administrative convenience in determining the hourly rate of pay.

### 30.5

An employee shall be paid for work on days-off, except where, by so indicating on his/her time card, he/she elects to be compensated by paid time off computed at the same premium rate as the work on a day-off. By mutual agreement, the employee may add such time off to annual leave credits or it may be taken at other times. Neither party shall unreasonably withhold agreement.

This leave credit option applies only to the equivalent of full days. Any excess hours worked beyond the normal work day will be paid at the appropriate rate.

Within the fiscal year in which it was earned, an employee has the right to request payment for this leave payable at the rate it was originally earned.

Following the end of the calendar year, the Corporation may "buy back" at the rate originally earned, any days outstanding, that is any days that have not been taken or ear-marked to be taken in conjunction with the following year's annual leave or such other time as mutually agreed to. Such arrangement must be made by January 15 of the following year.

If the "agreed-to" schedule for disposition of remaining time in lieu credits cannot be met or rescheduled by mutual agreement, the



Corporation will pay such credits in the next overtime **period** at the rate originally earned.

While accumulated time off in lieu may, by mutual agreement, be added to an employee's annual leave, it is clearly understood that time **off** in lieu may not interfere with another employee's right to take annual leave, i.e. annual leave **has** clear priority over **an** employee's time off in lieu request.

The parties, recognizing that time off in lieu may be difficult to arrange at times, agree that the intent of this Article is to allow members of the bargaining unit to take their "lieu time" **as** time off instead of being paid. Best efforts must be made to meet this intent **and** schedule such time **off**.

### 30.6

The Corporation agrees to ~~use~~ its best efforts to equalize the opportunity to perform overtime work among the group usually performing such work.

#### 30.6.1

**Upon** reasonable notice, the Local Union **may** review the overtime records **of** employees within the group.

### 30.7

The Corporation recognizes its responsibility **to** advise ~~non-shift~~ employees **as** far in advance of their normal finishing time **as** possible, when they are going to be required **to** work overtime.

## \*ARTICLE 30A

### SSIGNING EMPLOYEES

#### 30A.1

A self-assigning employee is one whose work is **of** such nature that verification **of** actual time worked cannot be given by his/her supervisor. Except **as** provided **for** in Articles **30A.2 and 30A.2.1**, the following provisions of the Collective Agreement do not apply to

self-assigning employees: work week and days-off, tour of duty and reduced tour of duty, idle time, call-back, turn-around **period**, overtime, night shift differential, posting of schedules, change of schedules, meal periods.

Notwithstanding the above, where a self-assigning employee is required **as** part of **an** assignment:

- a) to be at work between the hours of midnight and 0700 hours, the provisions of Article 27 (Night **shift** Differential) will **apply**;
- b) to work through a second meal **period** and when authorized, the second meal allowance **as** provided for under Article 28 (Meal Periods) will apply.

### 30A.2

A self-assigning employee is expected to schedule his/her own working hours in accordance with the requirements of his/her job function. He/she shall be given a daily time credit up to a maximum of one-fifth (1/5) of his/her basic hours per work week **as** detailed in Article 20. For assigned or approved work on a day **off** or holiday the hours worked shall be compensated for **as** provided in Articles 30 and 35.

#### 30A.2.1

Self-assigning employees will take equivalent time off for work performed beyond the normal work week. Operational requirements permitting, such time off will be taken within the four weeks following the week in which it was earned or at any other time by mutual agreement. In any event, such time off must be taken within twelve (12) **months** following the week in which it was earned.

### 30A.3

Employees who are now considered self-assigning shall continue **to** be so classified.

#### 30A.4

It is mutually agreed that certain employees fall into the self-assigning category on a regular basis and that others are self-assigning on a "per occasion" basis while engaged on special projects in excess of one week.

#### 30A.5

Any future change in an employee's status to self-assigning shall only be by mutual agreement between the parties at the Local Level within the definition contained in Article 30A.1.

### ARTICLE 31

#### EXCESSIVE HOURS, WORKING CONDITIONS AND SAFETY

##### 31.1.1 Definitions

**The "Committee"** means a Joint Labour Management Occupational Health & Safety Committee.

##### 31.1.2

A "designated employee" means an employee whose name has **been** submitted by the Unions/Associations and appears on a roster worked out by the Unions/Associations.

##### 31.1.3

A "government inspector" means an inspector, engineer, firefighter, police **officer**, doctor or **other** person inspecting the premises under any federal, provincial, or municipal law, by-law or regulation which governs anything affecting the health and safety of employees.

##### 31.1.4

A "representative" means an employee Health & Safety representative **as** selected under the Occupational Health & Safety Act **as** per **Part** IV of the Canada Labour Code.

##### 31.1.5

A "workplace" means the Corporation's broadcasting facilities and/or offices within a local area where employees regularly work.

### 31.2.1 General Duties

The Corporation shall not repeatedly assign excessive hours of work nor shall there be any imposition of unreasonably fatiguing or onerous duties upon any employee.

### 31.2.2

The Corporation will give immediate and proper attention to the standards of space, air, light, temperature and noise **as** they affect employees and the Corporation will make every effort to correct such situations **as** promptly **as** possible. Working conditions and employee facilities including eating facilities, where provided, will be maintained in a clean and sanitary condition.

### 31.2.3

The Corporation will not permit exposure to any substance in concentrations greater than those recommended in the current year's publication of the American Conference of Governmental Industrial Hygienist Threshold Limit Values (TLV's) or the NIOSH Standards, whichever are the lowest. **This** clause applies only where the TLV prescribes an exposure standard concerning a substance for which there is **no** applicable federal or provincial exposure standard.

### 31.2.4

The Corporation shall not permit any exposure **to** any **known** or suspected carcinogen **as** identified in the current year's publications, **as** per Article 31.2.3.

### 31.2.5

The Corporation will carry on its operation in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended **to** prevent or reduce the risk of employment injury in its operations.

### 31.2.6

The Corporation undertakes not to impose **on** an employee against his/her will an assignment involving disproportional **risks** in relation to the normal requirements of his/her position.

### **31.2.7**

It shall be the duty of any person to ensure his/her own **safety** and the safety of others.

### **31.2.8**

Where a uniform and/or protective clothing is issued by the Corporation to an employee to be worn in the performance of his/her duties, the cost of cleaning, **as** authorized, will be borne by the Corporation. For the purpose of this Article a uniform consists of jackets and/or trousers, jackets and/or skirts and, in the case of chauffeurs, includes hats and winter coats. In any event, the protective clothing shall not be of lesser nature than that supplied to other employees of the Corporation at the location.

### **31.2.9**

The Corporation recognizes that extreme weather conditions or extreme temperatures in corporation premises affect working conditions in such a way that employees should be released prior to their **normal** finishing time, operating requirements permitting.

The circumstances governing the early release of employees by **any** Corporation location will be **as** follows:

- a) **extreme** temperature in building due to failure of heating or cooling systems or extreme temperatures due to the absence of cooling systems,
- b) weather conditions affecting traffic, e.g. severe storms, extreme cold, etc.;
- c) release of employees will be dependent **on** operational requirements.

The Local **Union** should contact the local Officer-in-Charge of Industrial Relations with **any** query regarding the application of this Article.

#### **31.3.1 Access to Information**

The Corporation shall post for all employees **an** up-to-date copy of:

- a) ~~Part II~~ of the Canada Labour Code, **Occupational Safety and Health**
- b) any regulations, by-laws or guidelines governing anything affecting that employee's health and safety;
- c) a copy of the CBC Health & Safety handbook.

### 31.3.2 Government Inspections

The Corporation shall inform the Joint Health & Safety Committee of the details of any visit by a Government Inspector to the Corporation's premises **as soon as** any such details become **known** to the Corporation.

### 31.3.3

The Corporation shall permit a designated employee to accompany the Government Inspector during his/her visit and the said designated employee will report any observations to the Joint Health & Safety committee.

### 31.3.4

The Corporation shall give the Joint Health & Safety **Committee** notice **in** writing of any order given by any Government Inspector, Director, Minister or other officer which affects any aspect of employee health and safety.

### 31.3.5

The Corporation and the Union shall each give the other immediate notice in writing of any appeal from any such order.

### 31.3.6

The Corporation's officer responsible for safety shall give the Joint Health and Safety Committee and the **Local Union** immediate notice in writing of corrective actions the Corporation **has** taken in response to an order by a Government Inspector within the time limits specified in the order.

### 31.4.1 Training

The Corporation shall provide health and safety training sufficient to enable each employee to work with a minimum **risk** at any job to which he/she may be assigned.

### 31.5.1 Labelling Information

Where a substance is labelled under the Federal Transportation of Dangerous **Goods** Act, or a complementary provincial statute, the Corporation shall make available at shipping, receiving and storage **areas**, a copy of the International Coding **Index** and Emergency Response Guide necessary for employees to understand the label and the precautions and responses appropriate to the substance.

### 31.5.2

The Corporation shall **use** its best efforts to ensure that the containers **shall** be labelled to show:

- a) the **common** or generic name; and,
- b) the potential hazard.

### 31.5.3

If in the opinion of the Health & Safety Committee, it is not practical **to** label a container **containing** a substance mentioned in Article 31.5.1 or 31.5.2 the Corporation **need** not label the container.

### 31.5.4

The Corporation shall not require anyone to remove a substance from a properly labelled container **unless** the removal is to a proper substitute container identified **as** per Article 31.5.2 or unless the removal is part of a work process that is customary and safe.

### 31.5.5

Where a label **requires** or **suggests** that **any thing** should be available to handle the substance or **an** emergency involving the substance, the Corporation shall ensure that any such thing shall be readily available to employees working with or near the substance.

### 31.5.6

No employee shall be required or permitted to work with or near a substance mentioned in Article 31.5.1 or 31.5.3 unless the employee **has** had an opportunity to read and become familiarized with the contents of any applicable label or available materials safety data sheet.

### 31.6.1 TESTING, MONITORING **AND** RESEARCH

The Corporation and the Union shall each supply the other with copies of any special research project reports relating to health and safety prepared or received by either of them **as soon as** such reports become available.

### 31.6.2

Neither the **Union** nor the Corporation shall **ask** for nor receive any communication or record containing medical or biological data relating to any employee whose identity is directly or indirectly revealed in communication or record **unless** the employee gives written informed voluntary consent.

### 31.7.1

The Corporation will make available to the Joint Health & Safety Committee and the Health & Safety representatives copies of the following:

- a) accident, disease, and compensation statistics compiled by the Corporation or the applicable accident prevention association;
- b) data sheets, scientific or trade articles on substances, machines, processes or procedures **used** in the workplace and relevant to health and safety;
- c) testing and monitoring results;
- d) **requests** for exemption, relaxation, or deviation from regulatory requirements relating to the health **and** safety of employees represented by the Committee; and,



- e) copies of all communications sent or received concerning the health or safety of employees, but only with the consent of the employee where that individual may be identified.

#### 31.8.1

The Corporation will continue to maintain a health service for the employees.

#### 31.8.2

**Upon** request of the employee, the physician retained by the Corporation will make available to the employee a copy of any report concerning him/her given to CBC Management and will remit to his/her attending physician the results of any medical or biological monitoring on him/her held by the Corporation or the occupational health service.

#### 31.8.3

The contracts between the staff of the occupational health service and the Corporation shall provide that the staff shall not make available to any person other than the employee personally, any communication or record containing medical or biological data relating to any employee whose identity is directly or indirectly revealed in the communication or record unless the employee **has** given written informed voluntary consent or **unless** required by law.

#### 31.9.1 Local Health and Safety Committee

In each workplace, the Corporation will establish, in accordance with the provisions of the Canada Labour Code, a Health and Safety Committee which will have the following powers:

- a) shall receive, consider and **expeditiously dispose** of complaints relating to the safety and health of the employees represented by the Committee;
- b) shall **maintain** records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;

- c) shall cooperate with any occupational health service established to serve the workplace;
- d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- i) shall cooperate with safety officers designated by the Minister of Labour;
- j) may request from the Corporation such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and
- k) shall have full access to all government and employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

In each workplace covered by this Article, membership in the Committee shall be open to all bargaining units as well as Confidential and Management employees in accordance with

procedures established among themselves. However, **no** employee can be represented by more than one **Union**, association or group.

Meetings will be held at least **once** a month. Special meetings required **on an** urgent basis shall be held at a call of either co-chairperson, who should both be present at that meeting. The absence of one of the chairpersons shall not prevent the holding of an emergency meeting.

Subject to any regulations made under Labour **Canada** the Committee will establish procedures for the conduct of its meetings **as** it considers advisable.

Minutes of each Committee meeting shall be distributed to all Committee members and posted **on** all designated bulletin boards.

The Committee shall have **two** co-chairpersons of **equal standing** chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives **on** the Committee. The **Union/Association** whose representative is chosen **as** co-chairperson may nominate another representative of that **Union/Association** to replace him. The managerial representative **may** also be replaced in the same **fashion**. The chair of meetings shall alternate monthly or **as** agreed by the Committee.

The secretary will be appointed by the Committee but need not be a member of the Committee. The secretary's duties will include the keeping of minutes and records and the preparation of agendas.

The Committee shall have the authority to appoint Subcommittees where needed. The sub-committees may include advisors who are not Committee members.

Complaints referred to the local Health and Safety Committee shall be dealt with in accordance with the appropriate sections of the **Canada Labour** Code. In the event that a complaint is not resolved by the local Health and Safety Committee, the **Union** may file a

grievance at the National Level which would be processed in accordance With Article 56 of the Collective Agreement.

## ARTICLE 32

### SENIORITY

#### **32.1**

Corporation seniority shall be deemed to have commenced on the date of hiring by the Corporation and shall be equal to the length of continuous service. It shall relate **to** the order of lay-offs and of re-hiring **and** the choice of vacation **periods**.

##### **32.1.1**

Unit seniority shall be measured by the length of continuous service within both the O & P and Production **units** and it shall relate to promotion and temporary upgradings.

##### **32.1.2**

Employees who work in a relief or **temporary** capacity shall receive upon attaining permanent **status as** full-time employees of the basic establishment, additional credit based on continuous service including half-days.

#### **32.2**

- A. Absence for any of the following reasons shall not interrupt continuity of seniority:
- a) annual leave;
  - b) holidays;
  - c) special leave;
  - d) leave by reason of sickness or accident;
  - e) absence due to an accident at work;
  - f) paid leave;
  - g) unpaid leave for **periods** of less than one month;
  - h) suspensions;

- i) lay-off for periods of up to twelve (12) months provided the employee has completed at least twelve (12) months service;
- j) maternity leave.

**B.** Seniority shall be ~~frozen~~ in the case of absence without pay for a ~~period~~ not exceeding three (3) years.

**C.** **An** employee in a classification which is excluded from the bargaining unit and who returns to his/her old classification or to another position included in the bargaining unit within three (3) months shall retain the seniority acquired in the excluded classification.

### 32.3

Seniority rights shall be lost in the event of resignation by the employee or in the event of dismissal for cause without reinstatement.

### 32.4

**An** employee who has completed his/her probationary period and who is unable to ~~perform~~ his/her normal job functions for reasons of health, will be considered for alternate employment for which he/she is qualified, or for which he/she may be trained, provided such ~~alternate~~ employment is available.

### 32.5

**An** up-to-date seniority list ~~will~~ be sent to the **Union** in January of each year.

## ARTICLE 33

### JOB SECURITY

#### A. Technological Change

##### 33.1

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

##### 33.2

At least one hundred and twenty (120) days prior to the introduction of new or modified equipment and/or associated changes in methods of operation which may result in the retraining and/or relocation of employees, the Corporation shall advise and discuss such changes thoroughly with the Union with a view to avoiding or minimizing its adverse effects. To this end, the parties will determine at this time the appropriate alternatives available for the employees affected through retraining, relocation, and/or reassignment within the bargaining unit.

##### 33.2.1

The posting requirements of the Collective Agreement shall not apply where employees are reassigned and/or relocated as provided in Article 33.2.

##### 33.2.2

It is understood that the provisions of Article 33.2 will not apply to situations which involve the normal reassignment of staff within their present job classification including on-the-job familiarization and/or reorientation.

##### 33.3

Where appropriate, the parties will utilize the services of the Labour Market Services of the Federal Department of Employment and Immigration.

**33.4**

The parties agree to continue the operation of the Technological Change Study Committee, to provide for continuing consultation and cooperation between the parties with respect to the relocation and/or retraining of employees who are displaced as a result of the introduction of new or modified equipment and/or associated changes in methods of operation. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

**33.5**

If an employee refuses an offer to be reassigned, retrained and/or relocated, he/she may be subject to lay-off as provided in Section "C" of Article 33 (33.11 to 33.13 inclusive).

**33.5.1**

Employees being retrained and/or relocated will be subject to a training and/or trial period to be determined by the parties up to a cumulative total of twelve (12) calendar months.

**33.5.2**

If an employee fails due to his/her own wilful misconduct to successfully complete the training and/or trial period referred to in Article 33.5.1 above, he/she may be subject to lay-off as provided in Section "C" of Article 33 (33.11 to 33.13 inclusive).

**B. Staff Reduction**

**33.6.1 a)**

No employee on staff on December 31, 1981 and still an employee as of the date of signing of this Collective Agreement will be laid off or suffer a reduction in salary because of a reduction in staff.

However, if an employee:

- i) refuses to bump another employee in the bargaining unit at his/her location

or

*Handwritten scribbles, possibly initials or numbers.*

- ii) is not successful in bumping another employee in the bargaining unit at his/her location and refuses to transfer to a vacant position in the bargaining unit in his/her location for which he/she possesses the occupational qualifications of the job with reasonable assistance to be provided, when such a vacancy occurs,

the employee will be laid off in accordance with the provisions of Article 33.12.

### 33.6.1 b)

No employee on staff on December 31, 1983 and still an employee as of the date of signing of this Collective Agreement will be laid off or suffer a reduction in salary because of a reduction in staff.

However, if an employee:

- i) refuses to bump another employee in the bargaining unit at his/her location or in any location in the region, as defined by Article 33.11.3

**or**

- ii) is not successful in bumping another employee in the bargaining unit at his/her location or region and refuses to transfer to a vacant position in the bargaining unit in his/her location or region for which he/she possesses the occupational qualifications of the job with reasonable assistance to be provided, when such a vacancy occurs,

the employee will be laid off in accordance with the provisions of Article 33.12.

### 33.6.1 c)

Employees who came on staff after December 31, 1983 and who are laid off shall receive at least four (4) weeks' notice of lay-off or four (4) weeks' equivalent pay in lieu of notice and shall receive lay-off pay in a lump sum equal to one (1) week's pay for each four (4) months of service or major portion thereof with the Corporation.



Additionally, during the notice period, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

33.6.2 a)

Where the Corporation decides it must effect a major reduction in its operations at a location, no employee who ~~was~~ on staff on December 31, 1981 and still on ~~staff as~~ of the date of the signing of the Collective Agreement will be laid off or suffer a reduction in salary.

However, if an employee:

- i) **refuses** to bump another employee by following the procedures mentioned in Article 33.11,

or

- ii) is not successful in bumping another employee in the bargaining unit in his/her location or region and refuses to be transferred to a vacant position within the bargaining unit in his/her location or region, **as** defined in Article 33.11.3, or **as** deemed suitable by the National Joint Employment **Planning** Committee to any other location in the Corporation where a vacant position in the bargaining unit for which he/she possesses the occupational qualifications of the job with reasonable assistance to be provided, when such vacancy occurs,

the employee will be laid-off, in which case, he/she shall receive at least four **(4)** weeks' notice of lay-off or four **(4)** weeks' equivalent pay in lieu of notice and shall receive lay-off pay in a lump sum equal to one (1) week's pay for each three (3) months of service or major portion thereof with the Corporation. Additionally, during the notice period, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

### 33.6.2 b)

It is understood that in offering vacant positions in Article 33.6.2 a) every effort will be made to place such employees in the region in which they work.

### 33.6.2 c)

A major reduction in Corporation operations at a location means a reduction in the number of employees caused by a reduction in service from an existing radio or television station to:

- i) a single program station only,  
and/or
- ii) a local/regional/national news, sports, and information operations only,
- iii) a station closure where no program production exists, or where there is no staff except for maintenance **and** distribution.

Where television and radio stations exist in the **same** location, paragraphs 33.6.2 c) i), and ii), apply for Radio, only when Radio has the majority of employees at that location.

### 33.6.3

**No** later than six (6) weeks (including notice to employees **as** provided in Article 33.12) prior to any reduction of staff resulting from lack of work due to causes other than the introduction of new or modified equipment and/or associated changes in methods of operation, which may bring about the lay-off or separation of employees, the Corporation shall advise and discuss the matter thoroughly with the **Union**. Group notice of quantitative lay-offs will be in accordance with pertinent sections of the Canada Labour Code.

### 33.7

For this **purpose**, the Corporation and the **Union** shall establish a Joint Employment **Planning Committee** at the location(s) involved

as required, to provide for consultation and cooperation between the parties in order to avoid and **minimize** any adverse effects resulting therefrom. Where suitable alternative employment is available for employees displaced by lack of work, such employees designated for reassignment and/or relocation will be given assistance **and/or** training to adjust to the other position. The Corporation agrees to release not more **than** three (3) employees without **loss** of pay or leave credits to attend **these** meetings.

### 33.7.1

The parties agree to establish a National Joint Employment Planning Committee. The purpose of the Committee is to co-ordinate and direct the activities of the local committees and to resolve issues referred to it including the redeployment of employees protected by Article 33.6.2. The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

### 33.8

Where appropriate, the parties will utilize the services of the **Labour Market Services** of the Federal Department of Employment and Immigration.

### 33.9

The posting requirements of the Collective Agreement shall not apply where employees are reassigned **and/or** relocated.

### 33.10

If **an** employee refuses an offer of reassignment, retraining and/or relocation and, if the Joint Employment **Planning** Committee's efforts to find him/her alternate employment are unsuccessful, he/she will be subject to the provisions of Articles 33.11 to 33.13 inclusive.

## C. Bumping and Lay-offs

### 33.11

In the event of lay-off, temporary and relief employees in each location will be released prior to lay-off of any continuing employee provided:

- a) the continuing employee possesses the occupational qualifications of the job **filled** by the temporary employee.
- b) the continuing employee is employed in the same location **as** the temporary employee to be released.

Where temporary employment can be **used** to delay the bumping process or the lay-off of a permanent employee, such permanent employee at his/her option will be transferred to the temporary employment, provided he/she possesses the occupational qualifications, until such time as the employee can again occupy a permanent position or until the temporary employment is no longer required, at which time the employee will exercise his/her rights under the Collective Agreement.

Where employees are to be laid-off, such lay-offs shall proceed in inverse order of Corporation seniority after the following procedure concerning bumping has **been** exhausted.

#### 33.11.1

Bumping shall first be made in order of Corporation seniority at the location involved. However, no employee is to be bumped by **an** employee with more Corporation seniority unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority, with reasonable assistance to be provided.

#### 33.11.2

If the employee is not successful in bumping a less senior employee at the location where he/she is assigned or if he/she is the most junior employee at the location and he/she is subject to lay-off, he/she shall have the right to bump a less senior employee (including probationary employees), **as** provided in Article 33.11 at other locations in the region.

#### 33.11.3

The list of regions for the purpose of this Article shall be: the Newfoundland Region, the Maritimes Region, the Province of Ontario, **the** Province of Manitoba, the Province of Saskatchewan,

the **Alberta** Region, the British Columbia Region and Northern Services.

#### 33.11.4

At any stage of the above procedures, a qualified employee will also be given, in the event of such a lay-off, the opportunity to transfer to another location where a vacancy exists.

#### 33.11.5

An employee being offered relocation as provided in Articles 33.11.2, 33.11.4 and 33.6.2 will be given fourteen (14) calendar days notice of such offer. The employee must then advise the Corporation within this period if he/she will accept the relocation. If he/she elects to relocate, he/she will have up to sixty (60) calendar days from the date of notification of acceptance to report to the new location, unless mutually agreeable alternate arrangements are made between the employee and the Corporation. Failure to report within such time limits will result in the employee's name being removed from the seniority list and he/she will be considered as having resigned from the service of the Corporation with consequent loss of all rights and privileges.

#### 33.11.6

If the employee is unable to bump another employee as provided above, Article 33.12 shall apply except where an employee is personally protected by virtue of Article 33.6.

#### 33.11.7

An employee who has been relocated, has bumped or has been transferred, as provided in Articles 33.11.2, 33.11.4 and 33.11.5 and fails to complete successfully a trial period, the duration of which shall be no longer than three (3) months, may be subject to the provisions of Article 33.12 only after such cases have been referred to the National Joint Employment Planning Committee under the provisions of Article 33.7.

#### 33.12

Except as provided in Articles 33.6.1 a), b) and c) and 33.6.2 a), an employee who has completed his/her probationary period and is

subject to lay-off shall receive at least four **(4)** weeks' notice of lay-off or four **(4)** weeks' equivalent pay in lieu of notice and shall receive lay-off pay in a lump sum equal to one (1) week's pay for each six (6) months of **service** or major portion thereof with the Corporation. Additionally, during the notice **period**, the employee shall receive reasonable time off (Corporation assignments permitting) to be interviewed for positions outside the Corporation.

### 33.13

In the event that an employee is laid-off for a second or subsequent time, the amount of lay-off pay shall be one (1) weeks' **salary** for each six (6) months of service or major portion thereof with the Corporation following return from the previous **period** of lay-off.

## D. Re-Engagement of Employees

### 33.14 Permanent Employees

#### 33.14.1 Notice

**When** permanent work becomes available, the vacancy will be made available to employees of the bargaining unit who possess the occupational requirements of the vacant position, **based** on Corporation seniority, in the following order:

- a) To employees who are personally protected by virtue of Article 33.6 whose position has **been** declared redundant and for whom no **alternate** position has yet **been** found.
- b) To employees who are personally protected by virtue of Article 33.6 and who bumped, were bumped, or **were** redeployed to another position within his/her location, region, or the Corporation.
- c) To other employees who bumped, were **bumped**, or were redeployed to another position within his/her location, region, or the Corporation.

- d) To other employees who chose temporary employment under Article 33.11.
- e) To employees who were laid off.

### 33.14.2 Offer **Goes To**

Reengagement offer goes to above employees with the right to choose by order of Corporation seniority and if qualified and have completed the probationary period.

### 33.14.3 Recall Rights

#### a) Refusal

Should an employee, who was offered a position for which he/she is qualified at his/her location at the same salary level **as** he/she previously had, refuse such an offer, all recall rights are lost.

#### b) Failure **to Answer**

Should a notified employee fail to answer the notice of vacancy within **three** (3) working days of receipt of **notice**, all recall rights **are** lost.

#### c) Failure to Report

Should **a** notified employee who has accepted a job offer fail to report to work within the stipulated time **limits**, all recall rights are lost unless the employee was unavailable for bona fide reasons.

#### d) Rights Maintained

Recall rights will be **maintained** when **the** employee **refuses** a job **offer at** a lower group level than he/she previously held.

e) Refusal at Another Local **Area**

Should a notified employee refuse a position at his/her former salary level in a local **area** other than the one **from** which he/she was laid off, his/her name will be removed from the recall list of the local **area** which **was** declined.

**33.14.4** Re-Engagement

Re-engagement notices are continued to be offered to all employees in Article **33.14 A** above **no** longer than one **(1)** year **from** the date of lay-off (except for employees **on** LTD, STD, Maternity Leave, **Workmen's** Compensation, who start their year **from** the time they come off the respective leave). **These** re-engagement notices shall be administered by the Local Joint Employment Planning committee.

**33.14.5** Notification Process

Recall will be local, regional, **national**, in accordance with the same provisions **as the** Posting of Vacancies, Article **17**:

- a) locally - all positions **within** a Corporation location;
- b) regionally - (all Corporation locations within a **region/area**) - all positions in Group **5** and above **within** the **region/area**;
- c) nationally - (all Corporation locations in **Canada**) - all positions across **Canada** in Groups **7** and above, and including **Announcer** and Announcer-Producer positions Group I, II, and III.

In **cases** of major reductions, recall will be **as** follows:

- employees transferred to locations outside their regions will have recall rights back to their former locations or any location in their former region,



- also, employees transferred to locations outside their regions will have recall rights in their new location or any other location in their new region.

### **33.14.6 No Persons from Outside the Bargaining Unit**

No persons from outside the bargaining unit can be employed in the unit until all employees **as** listed in **(A)** have had the opportunity to exercise their right of reinstatement.

### **33.14.7 Notice of Recall**

Notice of recall within the CBC shall be sent **to** all qualified employees **as** in Article 33.14.1 above.

### **33.14.8 Receipted Mail**

A registered letter or receipted mail must be sent to all employees laid **off** who are qualified. **An** internal letter (signed for by the employee) can be sent to employees still **on** staff. Time limits **start** only from the day after the employee signs that he/she has received the notice.

### **33.14.9 Local Joint Employment Planning Committee Role**

The Local Joint Employment Planning Committee will prepare a list of employees noting their **skills** and qualifications, Corporation seniority and latest address, **and** will keep it updated. The **Local** Committee shall also determine at which location(s) employees would wish to be recalled.

### **33.14.10 Notice of Vacancy**

Local, regional, national notification shall be done by group level **as** per the Posting of Vacancies, Article 17.

### 33.14.11 Seniority

Right of acceptance/refusal shall be given in order of Corporation seniority.

### 33.14.12 Time Limits To Reply

Employees have until the close of business of the third (3rd) working day after the signed receipt of the recall notice (excluding the day of receipt) to advise CBC if they wish to be considered for recall.

### 33.14.13 Time Limits to Report for Work

Employees who accept a recall must report within thirty (30) calendar days from the date of acceptance unless alternate arrangements are agreed mutually by the employee and the employer.

### 33.14.14 Relocation Expenses

Employees accepting employment at another location will be paid relocation expenses as per Article 33.19.2.

### 33.14.15 Union Notification

The Union, at the local and national level, will be copied on all permanent employment offers and confirmation of permanent employment.

### 33.14.16 Salaries

Salary on recall will be on the basis of the step in the salary scale of the job offered which recognizes the employee's unit seniority if the employee has one (1) year or more of Corporation seniority; otherwise, the employee may be recalled at the hiring rate of the job he/she is offered.

Any anomalies will be settled at the National Joint Employment Planning committee.

## 33.15 Temporary Employment

### 33.15.1

#### Planned Temporary Employment (Within Local Area and Region)

Temporary employment that can be planned in accordance with the time frames **as** spelled out in Article **33.14.12** and **33.14.13** **as** seasonal programs, vacation reliefs, maternity leave, or other planned projects, **will** be made available and employees notified **as** per the same conditions and provisions as for permanent positions **as** listed above.

### 33.15.2 Relocation **Costs**

CBC does not pay for relocation costs.

### 33.15.3 Refusal **Does** Not Limit Rights

Refusal for temporary work shall not deprive employees of recall rights for permanent work.

### 33.15.4 Short Notice Temporary Work

Short notice temporary work that cannot be planned in advance, **in** accordance with the time frames **as** in Article **33.14 (L)** and **(M)**, will be offered in the following manner:

#### a) Local List

The Local Joint Employment Planning Committee will establish **a** list of those employees with qualifications who would be interested in temporary work in their **bargaining** unit. **This** list will be **used as** a source of candidates for temporary work (planned and/or short notice).

b) Employees Interested

All employees interested in temporary work will advise their Local Human Resources Office of their area(s) of interest based on qualifications.

c) Employees to Advise Preference

Employees in other locations will be eligible to state preference for temporary work in accordance with the group level which is available through the local, regional, national notice concept, as spelled out above. The Local Human Resources Office will forward their name to the appropriate Human Resources Office for addition to the local list.

d) Employee Notification

Management will contact employees in order of Corporation seniority and qualifications as determined by the Joint Employment Planning Committee's Corporation seniority list. Management will immediately advise of inability to contact or will confirm contact, with the Local Union member of the Committee.

e) Union Notification

The Local **Union** will be copied on all confirmations of employment.

f) Monthly Meetings

At least monthly, the Local Joint Employment Planning Committee will update all lists.

g) No Person from Outside the Bargaining Unit

No person from outside the bargaining unit list shall be placed in such employment until all employees from the bargaining

unit have been given the opportunity to exercise their right to such temporary work.

### **33.16**

Employees who are recalled to work under the provisions of Articles **33.14** and/or **33.15** above to a position in a classification other than the one they occupied at the time of lay-off will be subject to a trial period not to exceed **three (3)** months. Such employees who fail **to** successfully complete this trial period will be returned **to** lay-off **status** only after such cases have **been** referred to the National Joint **Employment** Planning Committee under the provisions of Article **33.7**.

### **33.17**

Employees who were laid-off and whose recall rights have expired and who are subsequently rehired to a position in a classification unrelated to the one they occupied at the time of lay-off will be subject **to** a trial period not to exceed **three (3)** months. Such employees who fail to successfully complete this trial period will be returned to lay-off **status** only after such cases have been referred to the National Joint **Employment** Planning Committee under the provisions of Article **33.7**.

### **33.18** Posting of Vacancies

While the re-engagement process referred **to** in Article **33.14** is in effect, the posting of vacancy provisions of the Collective Agreement will not apply.

## **E. Relocation ~~Expenses~~**

### **33.19**

When **an** employee is transferred in accordance with the provisions of **this** Article, the employee and **his/her** immediate family shall be paid relocation expenses by the Corporation in accordance **with** the provisions of Appendix "K" - Relocation Expenses:

#### **33.19.1**

**100%** of such expenses when Sections "A" and **"B"** of Article **33** are applicable;

33.19.2

50% of the actual cost of transportation for the employee, his/her immediate family and household effects when Sections "C" and "D" of Article 33 are applicable.

It is understood that if an employee is transferred as a result of his/her decision under Article 33.5, to accept lay-off as provided under Section "C" of Article 33, or that if he/she is transferred as a result of his/her refusal to accept an offer of reassignment, retraining and/or relocation, under Article 33.10, he/she will be paid 50% of his/her relocation expenses as provided in 33.19.2.

## ARTICLE 34

### HOLIDAYS

34.1

The following shall be paid holidays:

New Year's Day

**Good** Friday

Easter Monday

The date proclaimed as the Reigning Monarch's Birthday

Quebec National Holiday (in the Province of Quebec only)

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

plus such other holidays duly proclaimed by Federal, Provincial, or Municipal authority as a public holiday.

34.1.1

However, when another day is declared a public holiday by Federal, Provincial or Municipal authority because Christmas Day or New Year's Day, Dominion Day or Remembrance Day fall on a Sunday,

for the purposes of **this** Collective Agreement only the said Sunday or the following day shall count **as** a holiday, but not both.

#### 34.1.2

In an area where December 27th is proclaimed **as** a public holiday **as** detailed above, in addition **to** December 26th, the entitlement to the holiday for the purposes of **this** Collective Agreement shall, at the discretion of the Corporation, be December 25th and 26th, or December 26th and 27th, but not December 25th and December 27th.

#### 34.2

In addition, any other holiday **so** declared by the Corporation **and** granted to other staff **as** a whole either locally or nationally shall also be given to employees covered by this Collective Agreement at the Corporation location(s) affected.

#### 34.2.1

The Corporation will declare the following additional holidays if **no** holidays are declared by either a Municipal, Provincial or Federal authority; when New Year's Day **occurs on** a Tuesday, December 31st will be declared the holiday; when New Year's Day occurs **on** a Thursday, January 2nd will be declared the additional holiday.

#### 34.2.2

Nothing herein contained shall prevent the Corporation from declaring a holiday which may be observed **on** different days at different locations.

#### 34.3

If an employee's scheduled day-off falls **on** a holiday **as** defined in Article 34.1 or 34.2, and he/she does not work **on** that day, he/she shall receive **an** additional day's pay at the time and one-half (1 1/2) rate, except that:

#### 34.3.1

The Corporation may schedule the working day prior, or the working day following the holiday, **as** another day-off and **no**

additional payment shall be required. Work **performed** on such a day-off shall be paid in accordance with Article **30.2.** and **69.1.3.**

#### **34.4**

**An** employee will not be entitled to pay for a holiday if he/she is on unauthorized absence **on** the holiday, or if he/she is not otherwise entitled **to** pay for the work week in which the holiday occurs. However, **no** pay will be deducted for a holiday falling in **a** period of leave without pay for **Union** activities **as** provided for in Article 44.1.

#### **34.5**

For those groups of employees who may be required to work **on** **Christmas** or New Year's, the Corporation, locally, will ascertain before December 1st of each year, the wishes of the employees and will make every effort to take them into account regarding the scheduling of such holidays.

#### **34.6**

**Any period** of time-off allowed by the Corporation:

- a) for employee participation in organized recreational activities;
- b) because of inclement weather (*see* Article 31.2.1), and
- c) for any other reason,

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



\*ARTICLE 35

WORK ON A HOLIDAY

35.1

**An** employee shall be paid time and one-half (1 1/2) the basic hourly **rate** for all work **performed on** holidays specified in Article 34.1 and the basic hourly rate for all work **performed on** holidays specified in Article 34.2, with a minimum credit of seven and onequarter (7 1/4) hours.

35.2

When an employee works **on** a holiday specified in Articles 34.1 and 34.2, which is also **one** of his/her scheduled days-off, he/she shall be compensated in accordance with Article 30.2 and he/she shall receive an additional seven and onequarter (7 1/4) hours pay at the time and one-half rate (1 1/2).

35.3

**An** employee shall be paid for work **on** a holiday, except where, by **so** indicating **on** his/her time card, he/she elects to be compensated by paid time-off computed at the same premium rate **as** the work **on** a holiday. Such time **off** in lieu will be treated in accordance with the procedures outlined in Article 30.5.

35.4

**An** employee whose tour of duty begins the eve of a holiday and continues into the holiday by at least half (1/2) of that tour of duty, shall be paid an **additional** half (1/2) basic **rate** for those hours worked into the holiday, **as** a result of his/her normal tour of duty extending into the holiday. There shall be **no** pyramiding of **this** premium in the case of employees **scheduled** to work **on** the holiday.

35.4.1

- a) Except that when Christmas Day and/or New Year's Day are scheduled off, a tour beginning **on** the eve of Christmas Day and/or New Year's Day the major portion of which falls **on** such holiday, shall be compensated for at one and one-half (1

1/2) times the basic hourly rate with a minimum of seven and one-quarter (7 1/4) hours.

- b) The usual starting times will not be **adjusted** so that a tour begins outside a holiday unless this is warranted by program requirements.

#### 35.4.2

A tour of duty beginning on the holiday and continuing into the day following, shall be considered **as** work performed on the holiday.

#### 35.5

The minimum credit provision of Article 35.1 shall not apply when work is **interrupted** by **an** employee having to absent himself/herself due to illness or other personal contingencies, in which **case** he/she will be paid the appropriate rate **only** for those hours of work actually performed.

#### 35.6

The Corporation will not require **an** employee to work on both Christmas Day and New Year's Day. Every effort will be made to avoid scheduling **an** employee to work **on** other consecutive holidays.

### ARTICLE 36

#### ANNUAL LEAVE

##### 36.1

Effective April 1, 1981, leave with pay for vacations shall be earned at the rate of three (3) weeks per year for those employees with less than eight (8) years of service, and four **(4)** weeks **per** year after eight **(8)** years of service, computed according to the provisions of the Corporation's Leave Plan.

##### 36.1.1

Effective June 29, 1980, leave with pay for vacations shall be earned at the rate of five (5) weeks per year for **those** employees after

twenty **(20)** years of service, computed according to the provisions of the Corporation's Leave Plan.

### **36.1.2**

Effective May **8, 1989**, leave with pay for vacations shall be earned at the rate of six **(6)** weeks per year for those employees after twenty-seven **(27)** years of service, computed according to the provisions of the Corporation's Leave Plan.

### **36.2**

Any legal or declared holiday (Article **34**) falling within the employee's vacation period shall be considered **as** taken. The day of annual leave so displaced shall be added **to** the vacation period if requested by the employee and approved by the Corporation, or reinstated to his/her **annual** leave credits to be taken at a later date.

### **36.3**

If while **on** vacation an employee's annual leave is interrupted for a **period** of five **(5)** consecutive calendar days or more through serious illness or injury which disables him/her, or for a shorter **period** all or part of which involves hospitalization or for death in the immediate family which qualifies for special leave, the period of annual leave **so** displaced shall be charged against the employee's special leave or sick leave credits or STD leave **as** appropriate when medical evidence satisfactory **to** the Corporation is provided.

By mutual agreement between the employee and the Corporation, the annual leave **so** displaced may be added to the end of his/her scheduled leave period or rescheduled to **a** later date.

## ARTICLE 37

### ING NI JAL AVE

### **37.1**

Vacation preference shall be given to employees at each location **on** the basis of Corporation seniority.

### 37.2

Department and/or functional groups at any location shall be considered separately in establishing the vacation schedule.

### 37.3

**On** or prior to March 15<sup>th</sup>, employees shall be notified to advise the Corporation of their vacation preferences. In the event **an** employee fails to make written application prior to April 1<sup>st</sup>, the Corporation shall not be required to give him/her preference over less senior employees who have so applied.

### 37.4

Employees' applications shall be submitted in writing prior to April 1 **and** vacation schedules shall be posted by May 1 of each year.

#### 37.4.1

Where vacation preferences cannot be accommodated **as** requested, alternate **dates** will be discussed **between** the employee and the Corporation prior to the issuance of the vacation schedule.

#### 37.4.2

**An** employee's scheduled annual leave will be confirmed in writing and will not be changed except where such change is required due to unforeseen operational requirements.

### 37.5

Vacation periods shall be assigned **and** taken within the period May 1 to November 30, except **as** provided in Article 37.6.

#### 37.5.1

Employees wishing to take leave in excess of their **annual** vacation entitlement at one time during the period May 1 to November 30, shall submit their applications in writing by January 15 and will be advised by February 1 whether such requested **dates** can be **accommodated**.

### **37.6**

Vacations may be taken outside the period specified in Article **37.5** by mutual agreement between the employee and the Corporation. The Corporation's agreement shall not be unreasonably withheld.

### **37.7**

Subsequent changes requested by the employee to vacation ~~periods so~~ scheduled will be subject to operational requirements determined by the Corporation. All such ~~requests~~ shall be submitted in ~~writing~~.

### **37.8**

~~Upon~~ written request, one (1) year's annual leave entitlement may be carried over to the next fiscal year by mutual agreement between the employee and the Corporation. The Corporation's agreement shall be in writing and shall not be unreasonably withheld.

### **37.9**

Every effort will be ~~made~~ to schedule vacations to begin and end in conjunction with scheduled days-off when a full week or weeks of vacation is/are involved.

### **37.10**

~~On~~ termination of employment, ~~an~~ employee shall be paid for unused annual leave credits.

### **37.11**

The Corporation prepays vacation pay in the following manner:

- a) Prepayment of vacation pay will ~~only~~ apply to a minimum ~~period~~ of two ~~(2)~~ weeks;
- b) ~~An~~ employee requiring prepayment of vacation pay will submit his/her request in writing six ~~(6)~~ weeks prior to proceeding on vacation;
- c) Vacation pay will be treated ~~as~~ an advance of salary and will be computed based ~~on~~ the net daily rate (gross salary less statutory deductions and other deductions authorized by the

employee) at the time the computation is made for the number of days of vacation involved.

## ARTICLE 38

### DISABILITY INCOME PROTECTION PLANS

#### A. OLD PLAN (Sick Leave)

The provisions of Section A apply only to employees who chose to retain benefits under the provisions of Article **38** of the previous Collective Agreement rather than the benefits outlined in Section B (NEW PLAN) and to temporary employees.

#### **38.1**

Leave with pay for illness is granted to employees (~~except those~~ employed on a relief basis) under the conditions ~~set~~ forth in Appendix "B".

#### **38.1.1**

For purposes of computing credits earned, any calendar month in which the employee is entitled to ~~salary~~ for a minimum of ten **(10)** working days shall be taken ~~as~~ a full month of service.

#### **38.2**

When ~~an~~ employee is medically examined in accordance with Section 4 of Appendix "D", the results of that examination will be passed to the employee's personal physician, if the employee ~~so~~ requests in writing.

#### **38.3**

Employees who through illness or injury are incapacitated for duty shall submit, at the first opportunity, ~~an~~ application for sick leave ~~on~~ the appropriate form, in which the employee shall state that because of the nature of the illness or injury he/she was unable to perform his/her duties. However, ~~upon~~ request, ~~an~~ employee may be required ~~to~~ produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties. Failure to

produce this evidence may result in absence without pay for part, or all, of the period of absence. Such medical evidence shall be normally requested prior to the employee's return to duty.

### 38.4

Temporary employees, who during the first four (4) months of service are absent due to illness, may be granted up to five (5) days' sick leave with pay as an advance to be charged against future accumulation of credits.

### 38.5

A deduction shall be made for accumulated sick leave credits of all normal working days absent for sick leave (exclusive of holidays). Authorized sick leave shall be deducted from accumulated credits in the following manner:

- for daily absences under two (2) hours, no deduction;
- for daily absences from two (2) to four (4) hours - half (1/2) a day will be deducted;
- for daily absences over four (4) hours, one (1) full day's credit will be deducted.

### 38.6

Upon request, an employee will be advised the amount of his/her current sick leave credits.

## B. NEW PLAN - Short Term and Long Term Disability Benefits

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

When an employee is medically examined the results of that examination will be passed to the employee's personal physician, if the employee so requests in writing.

Employees who through illness or **injury** are incapacitated for duty shall submit, at the first opportunity, an application for sick leave on the appropriate form, in which the employee shall state that because of the nature of the illness or injury he/she was unable to perform his/her duties. However, upon request, an employee may be required to produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties. Failure to produce **this** evidence may result in absence without pay for part, or all, of the period of absence. Such medical evidence shall be normally requested prior to the employee's **return** to duty.

Upon request, an employee will be advised of the status of STD benefits available to **him/her**.

## DISABILITY INCOME SECURITY

### 38.7

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

#### 38.7.1

##### **Short** Term Disability

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

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

- ~~three~~ (3) months but less than one (1) **year** - ~~two~~ (2) **weeks** full **salary** plus ~~fifteen~~ (15) **weeks** at **66 2/3%** **salary**
- one (1) **year** but less ~~than two~~ (2) **years** - ~~four~~ (4) **weeks** full **salary** plus ~~thirteen~~ (13) **weeks** at **66 2/3%** **salary**
- two (2) **years** but less ~~than three~~ (3) **years** - ~~six~~ (6) **weeks** full **salary** plus eleven (11) **weeks** at **66 2/3%** **salary**



- three (3) years but less than four (4) years - eight (8) weeks full salary plus nine (9) weeks at **66 2/3 % salary**
- four (4) years but less than five (5) years - ten (10) weeks full salary plus seven (7) weeks at **66 2/3 % salary**
- five (5) years but less than six (6) years - twelve (12) weeks full salary plus five (5) weeks at **66 2/3 % salary**
- six (6) years but less than seven (7) years - fourteen (14) weeks full salary plus three (3) weeks at **66 2/3 % salary**
- seven (7) years or more - seventeen (17) weeks full salary

### 38.7.2

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

## 38.8

### Long Term Disability

**An** employee who is disabled, **as** defined in the Long Term Disability Plan for a period in excess of eighty-five (85) cumulative working days within a six month **period** for the same illness will, **on** the eighty-sixth (86th) day of such disability (unless they elect option 38.9.4), **become** eligible to receive disability income protection payments **equal** to sixty percent (60%) of their basic salary (subject to a cost-of-living adjustment of up to a maximum of four percent (4%) annually) until recovery, retirement or death. Long Term Disability claims may be subject to review for acceptance.

### 38.8.1

#### Partial Disability

**An** employee who is disabled to the extent that he/she cannot perform duties that regularly **take 60%** of his/her time **to** complete or cannot perform certain essential **tasks** for a **period** in excess of

eighty-five cumulative days in a six (6) month period will, **on** the eighty-sixth (86th) day of such disability (**unless** they elect option **38.9.4**) **become** eligible to receive disability income protection payments calculated **as** 60% of that portion of basic salary not received **as** a result of **being** absent due to disability or illness in addition **to** the salary received from the Corporation for **that** portion that the employee is actively at work.

### 38.8.2

**An** employee who has **been** receiving Long Term Disability benefits for a period of at least three (3) months and who is declared capable of returning to active employment with the Corporation in a position other than **his/her** former position must return to work if the position designated by the Corporation is found to be acceptable to the Human Resources department, the pertinent medical authorities, and the bargaining unit. If the employee fails **to** return to work, Long Term Benefits will be terminated.

### 38.8.3

**An** employee receiving Long Term Disability benefit for a partial disability will for the duration of the disability, continue to contribute to all employee benefit plans. The contribution rate for benefit plan (other than the LTD and the Pension Plan) will be based **on** the annualized basic salary for the employee's position. LTD premiums and contribution to the Pension Plan will be based on the **actual** salary received by the employee while on partial disability.

### 38.8.4

The Corporation will notify the local and national **Union** where **an** employee has made a claim or **may** qualify under **38.8** for **LTD**.

### 38.8.5

The Corporation will notify **the** local and national **Union** of the rejection or possible delay in the **acceptance** of **an** employee **onto** Long Term Disability.

### 38.8.6

**An** employee who recovers from a disability, but cannot **perform** his/her former job, is **guaranteed** employment within the Corporation

### **38.12.1**

#### **Rehabilitation and Reintegration**

The Corporation will initiate a meeting under **38.12** when it is known that an employee is returning to work and has a work restriction or disability that may impact on the performance of their position.

### **38.12.2**

No discussion of an employee's medical information will take place without their written informed voluntary consent.

### **38.12.3**

The Corporation will make every effort to return an employee to their former position.

### **38.12.4**

The Corporation will make reasonable accommodation in providing technical aids, devices or modification of the work environment for employees with work restrictions or disabilities, when such assistance will allow employees to perform their former position. The definition of reasonable accommodation shall be the same as defined under the Federal Human Rights Legislation.

### **38.12.5**

When an employee has not recovered from their work restriction or disability, and is placed in a position other than their former position as a means of rehabilitation, placement will take into account the employee's skills, experience, educational and vocational background.

### **38.12.6**

When an employee is in a rehabilitative position as stipulated in **38.12.5** and recovers at any time within the first two (2) years after being declared disabled to a point where he/she is capable of performing their former position with reasonable accommodation being provided under Article **38.12.4**, they will be entitled to return to this or an equivalent position for which he/she is qualified, as soon as one becomes available.

### **38.12.7**

**An** employee in a rehabilitative position shall not have his/her salary frozen while he/she qualifies under the long term disability plan (ie. qualification period plus two **(2)** years).

## ARTICLE 39

### ACCIDENT ON DUTY

#### **39.1**

For employees who **are** absent **as** a result of **an** accident while on duty, the Corporation will grant additional pay over and above that which is allowed by the Worker's Compensation Board in order to maintain the employee on full salary for a **period** of time determined by Management.

#### **39.1.1**

In order to maintain **salary** payments, the employee will be placed on leave of absence with pay, and the Worker's Compensation Board will be advised against issuing compensation **salary payments** during the period that such leave is granted. The leave will not be charged against any of the employee's leave credits.

Claims not accepted by the Worker's Compensation Board will not be classified for leave purposes **as** an accident on duty, and will be automatically processed **as** sick leave, STD/LTD, or absence without **pay**.

#### **39.1.2**

Before reporting for duty following a **compensatable injury**, **an** employee **may** be required to produce evidence of good health, showing that he/she **has** recovered and is able **to** resume his/her normal duties. **Upon** receipt of **this** evidence, the Officer-in-Charge of **Human Resources** will authorize the employee **to return** to duty.

## ARTICLE 40

### SPECIAL LEAVE

#### 40.1

Special leave is designed **to** assist **an** employee in coping with domestic contingencies or unforeseen emergencies that affect the employee or the employee's immediate family. Special leave may be granted for such domestic contingencies **as** illness in the immediate family, births (adoption), moving **and** for unforeseen emergencies such **as** bereavement in the immediate family and additionally, for marriage of **an** employee, **and** for divorce of **an** employee **on** the day of **court** appearance, if required **and** the like. Such special leave will not be unreasonably withheld. **When** denied, the reason for withholding shall be given in writing.

#### 40.2

For purposes of computing credits **earned**, any calendar month in which the employee is entitled to **salary** for a minimum of **ten** (10) working days shall be taken **as** a full month of **service**.

## ARTICLE 41

### LEAVE - COURT DUTY

#### 41.1

An employee required to serve **as** a juror shall receive **an** amount from the Corporation equivalent to the difference **between** basic salary and **any** remuneration received **from** the Crown for **jury** duty.

#### 41.2

**An** employee subpoenaed **as a witness** shall receive his/her regular **salary** for that **period**. Payment is subject to production of satisfactory evidence of attendance.

## ARTICLE 42

### MATERNITY, LEGAL ADOPTION AND PATERNITY LEAVE

By memorandum dated February 7, 1991, the parties have agreed to amend this article to reflect the changes in the legislation with regards to Parental Leave.

#### MATERNITY LEAVE

##### 42.1

Employees with one (1) or more years of continuing service will be granted leave of absence during pregnancy and post-natal recovery.

##### 42.1.1

- a) An employee eligible for unemployment insurance benefits will receive a supplementary unemployment benefit equivalent to 93% of her basic weekly salary for the first two (2) weeks of leave and a supplementary unemployment benefit equivalent to the difference between unemployment insurance benefits and 75% of her weekly salary for a period of up to fifteen (15) additional weeks.
- b) an employee will be granted, on request, an additional thirty-five (35) weeks' leave of absence without pay.
- c) where special circumstances exist, an employee may be granted additional leave without pay under article 43.1.

##### 42.2

An employee not eligible for unemployment insurance benefits will receive two (2) weeks of paid leave, and additional leave without pay will be granted, on request, for a maximum of fifty (50) weeks.

##### 42.3

When an employee is absent prior to the commencement of maternity leave, due to medical conditions related to pregnancy, she may apply for Sick Leave or Short Term Disability Leave in the

**normal** manner. However, pregnancy per **se** does not qualify for Sick Leave.

#### **42.4**

##### Insurance Plans

- a) The Corporation will maintain the employee's basic life insurance coverage for the first four **(4) months**. However, the employee will be responsible for paying the premiums for the rest of her maternity leave. **An** employee who chooses to maintain the optional and/or basic group life insurance, optional accident insurance, supplementary health care and long term disability plans during her absence may ask to have the appropriate deductions **made** from the supplementary benefit paid to her, up to the amount **of** that allowance, for the first seventeen **(17)** weeks of her leave.
- b) When **an** employee is not eligible for unemployment **insurance** benefits for the duration of the additional absence without pay **and also** in the event that the supplementary benefit is not sufficient to cover the deductions for maintenance of the benefit plans, the necessary premiums must be prepaid.

#### **42.5**

##### Implications of Maternity Leave

#### **42.5.1**

##### Pension Plan:

- a) Where an employee is eligible for unemployment insurance benefits, the first four **(4)** months of maternity leave will count **as** pensionable service under the provisions of the **Corporation's** Pension Plan, but the employee will **not** be required to make contributions with respect to **this** period.
- b) Where an employee is not eligible for unemployment insurance benefits the **usual** deductions will be made for the first two (2) weeks of absence with pay and the next **fifteen (15)** weeks will

count **as** pensionable service, and the employee will not be required to make contributions with respect to that **period**.

- c) For the periods of leave mentioned in a) and b) above to count **as** pensionable service, **an** employee must return to work at the conclusion of the **period** for which leave of absence is authorized, and leave which extends beyond these **periods** of leave will not count **as** pensionable service.

#### **42.5.2**

seniority:

Continuity of service for purposes of seniority will be considered unbroken upon return to work in accordance with the period for which leave **of** absence is authorized.

#### **42.5.3**

**Annual** Leave Credits:

An employee will accumulate annual leave credits during the first seventeen (**17**) weeks of maternity leave **as** if she were at work, provided she returns to work at the end of the authorized leave of absence.

#### **42.5.4**

Severance Pay:

The first four (**4**) months of maternity leave shall count **as** service for the purpose of calculating Severance Pay, provided the employee returns to work at the end of the authorized leave of absence.

#### **42.6**

Applying for Maternity Leave:

- a) Requests for maternity leave are to be **submitted** in writing accompanied by **a** medical certificate, at least four (**4**) weeks before starting date. Leave of absence may commence at any time up to the anticipated date of birth, and an employee can remain at work beyond the 30<sup>th</sup> week of pregnancy on



presentation of certification by a doctor that she is able to continue in the performance of her regular duties. The Corporation reserves the right to have such employee examined by a doctor of its own choice.

- b) When it is informed, the Corporation agrees to advise the employees concerned, if in the opinion of the CBC's medical director **an** infectious disease has broken out among the staff which might cause a threat to the life of the pregnant woman or the fetus.

#### **42.7**

##### **Return to Work:**

- a) **An** employee may return to work at any time following the date of birth, providing she is capable of performing her regular job, upon two **(2)** weeks' notice to the Corporation.
- b) Should she be unable to return to work owing to complications or illness, an employee will receive the benefits provided in Article 38.
- c) If **an** employee fails to return to work at the conclusion of the leave of absence that was requested and **granted**, she will be separated from staff on the last date **of** her authorized absence without pay.
- d) **Upon** return to duty at the conclusion of the leave of absence, the employee will be reinstated in her former position or if that is not possible, to a position of equivalent salary group.

#### **LEGAL ADOPTION**

##### **42.8**

- a) The conditions mentioned in paragraph 42.2 will apply for the legal adoption of a child, since the employees are not eligible for unemployment insurance benefits.

- b) The provisions of the preceding paragraph do not apply in the case of the legal adoption of a spouse's child.

## PATERNITY LEAVE

### 42.9

Male employees with one (1) or more years of continuous service will be granted three (3) days' paternity leave with pay for the birth or adoption of a child. An employee who receives benefits under Article 42.8 above is not eligible for benefits under Article 42.9.

### 42.10

Where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted 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. In cases where both parents are employed by the Corporation, this Child Care Leave will not exceed twenty-four (24) weeks and may be divided between them. Child Care Leave is also available to adoptive parents.

Female employees are entitled to a maximum of fifty-two (52) weeks of absence from work for Maternity and Child Care purposes. The total of seventeen (17) weeks of Maternity 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.

## ARTICLE 43

### AUTHORIZED AND UNAUTHORIZED ABSENCE

#### 43.1

An employee may be granted absence without pay for good and sufficient cause, subject to operational requirements. Such requests shall be in writing.

#### 43.2

If the absence is authorized without pay, salary deductions will be made from the employee's earnings, for such absence, at the basic rate of pay.

#### 43.3

If the absence is unauthorized, disciplinary action may be taken at the discretion of the Corporation, but such action may be subject to the grievance procedure.

### ARTICLE 44

#### RELEASE FROM DUTY FOR UNION ACTIVITIES

##### NOTE:

Local: refers to the parties at the location concerned.

2nd Step: refers to the parties at the National level.

#### 44.1

Leave without pay shall be granted for a reasonable period to any employee duly authorized to represent employees in order to attend executive committee meetings, Labour conventions, conferences and courses and other union activities. A request for such leave shall be received in writing or telegram by the appropriate Industrial Relations representative at least ten (10) working days in advance, unless such time limit is mutually waived by the parties. The Corporation reserves the right to limit the number of employees granted such leave in order to meet its operational requirements.

#### 44.2

In the event that an employee desires to obtain leave of absence without pay for a period not exceeding three (3) years for the purpose of accepting a position with CUPE, such leave shall be granted by the Corporation on receipt by the Director, Corporate Industrial and Talent Relations Service, of a written request from the employee and the Union. Any additional yearly periods may be granted by the Corporation on receipt of a written request from the employee and the Union.

#### 44.2.1

Upon terminating his/her position with the **Union**, the employee shall be entitled to resume employment with the Corporation under the same classification, with salary adjustments to which he/she would have been entitled at the time he/she started his/her leave of absence. If such classification has disappeared, the employee shall be entitled to resume his/her employment with the Corporation in the **salary** group of the classification he/she occupied when temporarily leaving the employ of the Corporation. It is understood that such absence without pay will, in no way, affect his/her Corporation seniority. **During** the employee's absence and subject to the limitations imposed by the plans, the employee may continue to participate in the pension, group life and medicallhospital plans.

#### 44.2.2

In the event that **an** employee desires to obtain leave of absence without pay for a **period** not exceeding one (1) year for the purpose of **accepting** a position to represent the Local **Union**, such leave shall be granted by the Corporation on receipt by the appropriate Industrial Relations representative, of a written request from the employee and the Local **Union** President. Any additional yearly period may be granted by the Corporation on receipt of a written request from the employee and the **Local** Union President.

#### 44.2.3

It is understood that such leave of absence shall not extend the employment period of a **temporary** or Commentator/Interviewer employee.

#### 44.3

Upon request by the Union the Corporation agrees to release, without loss of pay or leave credit, **Union** representatives to attend grievance or negotiation meetings. It is understood that the Corporation will not be required to release more than six (6) employees for the purpose of negotiations and three (3) employees for local grievance meetings and four (4) employees for Second **Step** grievance meetings. **A** request for release for Second Step grievance and negotiation meetings shall be submitted to the appropriate Industrial Relations representative seven (7) working days in advance

of the first day of such meeting. A request for release for local grievance meetings shall be submitted at the time the meeting is arranged.

#### 44.4

The Corporation will endeavour when requested, to assign employees who are members of the **Local** Union Executive at each location in such a way that their **tour** of duty does not fall within a specified **four(4)** hour period, one day each month. The period and day for each location shall be provided by the Union locally.

#### 44.5

When an employee attends a Second Step grievance or negotiation meeting on a day or days off, he/she shall be granted an extra day or days off, or be paid at his/her option.

#### 44.5.1

When an employee is released with pay to attend a meeting with the Corporation on a day or days off, he/she shall be granted **an** extra part or full day or days off or be paid a his/her option.

#### 44.6

**An** employee on the payroll in any given month who is **on** authorized release from duty for **Union** activities will be considered to have completed a calendar month of service for leave purposes.

#### 44.7

The Corporation will maintain the salary of **an** employee who is granted leave without pay in accordance with Article 44.1 provided that such leave does not exceed three (3) continuous **months**. To recover these employee expenses **from** the Union, the Corporation will deduct, from the remittance of the Union dues to the National Office of the Union, the gross salary for the period of such leave. The provisions of Appendix "B" concerning leave entitlement will continue to apply in this situation.

A statement of account showing the date(s) and the name(s) of the employee(s) who were on such leave will accompany the remittance of the Union dues cheque from which this recovery is made.

## ARTICLE 45

### SEVERANCE PAY

#### 45.1

**Upon** separation from staff, resulting from voluntary resignation, retirement or death, employees in the bargaining unit shall receive severance pay in a lump sum (except **as** provided for in Article **45.3**) equivalent to:

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

#### 45.2

Employees in the bargaining unit with more than three (3) but less than **ten** (10) years of service who are separated due to serious and protracted illness, or employees who retire and do not qualify for the Corporation pension plan, shall receive severance pay at the rate of one (1) *week's salary* for each completed nine (9) months of **service** but not to **exceed** a maximum of thirteen (13) weeks **salary**.

#### 45.3

**On** retiring from staff at or before normal retirement age, or **on** separation due to illness, an employee **may** elect to receive a Retiring Allowance equivalent to the Severance Pay provided for in Article 45.1. Such allowance will be paid in the same manner **as** regular salary and will be subject to deductions for the Corporation's staff benefit plans, where applicable. The **period** during which a retiring allowance is paid is called Retiring Leave and will count **as** service for the purpose of the CBC Pension Plan. Retiring Leave cannot extend beyond the **normal** retirement date, **as** defined in the CBC Pension Plan. Any balance remaining at that time will be paid in a lump **sum**.

## ARTICLE 46

### RETIREMENT

#### 46.1

Retirement is based on age and shall take place in all categories of employment on the last working day of the month in which the employee reaches age sixty-five (65). Retirement is also based on the 85 Formula. Notwithstanding the above, employees may be employed beyond the retirement age of sixty-five (65) subject to the Corporation's Retirement Regulations effective May 15, 1978, and attached as Appendix "K".

#### 46.2

The Corporation will make it possible for retiring employees, at their request, to continue coverage under the CBC's Group Medical and Surgical Plans where the provisions of the applicable plans provide for continued protection for retired employees.

## ARTICLE 47

### EMPLOYEE BENEFITS

#### 47.1

Hospital/Medical Coverage -

The Corporation will reimburse:

- a) 100% of the provincial Medical/Hospital premiums paid through payroll deductions in those provinces where the premium represents the cost of Medical/Hospital coverage;
- b) In the remaining provinces, the Corporation will pay 50% of the provincial per capita cost of Medical/Hospital coverage;
- c) Additionally, the Corporation will reimburse 100% of the premiums paid through payroll deductions for the prevailing

extended medical and supplementary hospital plans available to employees;

- d) i) Additionally, the Corporation will reimburse one hundred percent (100%) of the premiums which are deducted through payroll for the Supplementary Health Care Plan - Quebec Blue Cross which was in effect prior to January 1st, 1983.
- ii) Effective August 1st, 1989, the Corporation will reimburse one hundred percent (100%) of the premiums paid through payroll deduction for the prevailing extended medical and supplementary hospital plans available to employees.

#### 47.2 Dental Plan

Effective July 6, 1987, a Corporation paid Dental Plan acceptable to the **Union** will be introduced for all full-time continuing employees in the bargaining unit. It is understood that the cost to the Corporation of this Plan will not exceed the equivalent of one percent (1%) of ~~the~~ salary base of the bargaining **units as** of July 5th, 1987.

The one percent (1%) of *salary* base already used by the parties to establish, **on** July 5, 1987, the **funds** available for the Dental Plan will be increased by three percent (3%). It is also agreed that this base will be further increased by scale adjustments negotiated by the parties for the period July 4, 1988 to May 5, 1991.

#### OLD PLAN

#### 47.3

The provisions of this Article apply only to full-time employees who chose to **retain** benefits under the provisions of Section A, Article 38 rather than the benefits outlined in Section B, Article 38. For eligible employees the present premium rate for the CBC Group Life **Insurance** Plan is \$0.26 bi-weekly for **\$1,000** coverage, and the Corporation at present contributes \$2.99 bi-weekly for employees with single status and \$5.98 for employees with married status.



Should the premium increase, the Corporation will **maintain** the same ratio of contributions to premium rate.

#### **47.3.1**

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

#### **47.3.2**

A fully paid-up Life Insurance policy in accordance with the schedule of paid-up insurance under the old Group Life Insurance Plan will be automatically provided by the Corporation at no cost to all employees at normal retirement age. Employees who retire early (before age **65**) can, at their option, continue to be insured, at the rate of one times (1x) basic salary **with** full cost to be borne by the employee. Alternatively, and if eligible, the employee may elect to receive a full paid-up policy of **\$4,000**.

#### **47.3.3**

Travel Accident Insurance

Accidental Death or Dismemberment Insurance in the amount of **\$25,000** will be automatically provided by the Corporation at no cost for each employee travelling on Corporation business. Employees assigned to "war risk" areas will automatically be covered for an additional **\$175,000**.

### **NEW PLAN**

#### **47.4**

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

#### **47.5**

Effective April 1st, 1977, the Corporation will provide at **no** cost to each eligible employee "all-risk" Life Insurance in the amount of **\$25,000** or two times (2x) the employee's basic annual *salary*

(whichever is greater). Optional insurance coverage (at group rate cost) will be available to each eligible employee. An employee may elect to participate in any of the optional portion of the new Group Life Insurance programs as described in and under the conditions of the Plan.

#### **47.6**

The following plans are optional and employees may elect to participate: In addition to the basic "all-risk" Life Insurance provided by the Corporation in Article **47.5**, the employee may purchase an extra one (1x), two (2x) or three (3x) times basic annual salary at group rates. **Medical** evidence of insurability will be required for all the above except for the extra one (1x) times option.

#### **47.7**

An employee may elect to participate in Dependant(s) Life Insurance in the amount of \$5,000 for a spouse and \$1,000 for each child. Common-law relationships will be recognized after one (1) year of co-habitation and the single parent qualifies. The premium per family will remain at a flat rate regardless of the number of dependents. Proof of medical insurability will not be required if the employee enrolls within:

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

#### **47.8**

As an additional option, up to \$50,000 in Reducing Term Insurance may be made available to each eligible employee at group rates upon evidence of **medical** insurability. The rate remains fixed at the age-rate upon enrolment.

47.9

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

47.10

A fully paid-up Life Insurance policy in accordance with the schedule of paid-up insurance under the old Group Life Insurance will be automatically provided by the **Corporation** at **no** cost to all eligible employees at normal retirement age. Employees who retire early (before age **65**) will continue to be insured at no cost by the Corporation's basic life insurance of \$25,000 or two times (2x) basic salary, whichever is the greater until **normal** retirement age.

47.11

Travel Accident Insurance

Accidental Death or Dismemberment Insurance in the amount of \$25,000 will be automatically provided by the Corporation at **no** cost for each employee travelling **on** Corporation business. Employees assigned to "war risk" **areas** will automatically be covered for an **additional** \$175,000.

47.12

Consultative Committee **on** Staff Benefits -

There shall be a Consultative Committee **on** Staff Benefits whose terms of reference shall be **as** set **out** in Appendix "L" which shall form a **part** of this Collective Agreement.

47.13

It is further understood that the CCSB Committee is not empowered to **amend** or change any of the provisions of the Collective agreement except by **mutual** consent of the parties.

## ARTICLE 48

### TRANSFER - EMPLOYEE CONSENT

#### **48.1**

An employee shall not be transferred by the Corporation on a permanent basis from one location to another (e.g., Toronto to Winnipeg) without his/her consent, unless his/her position is abolished.

#### **48.2**

A transfer for the purpose of Articles **48** and **49** is the moving of an employee, his/her dependents, furniture and effects from one Corporation location to another, and shall not limit the Corporation's right to assign an employee to work away from his/her normal location when the conditions of Article **52** apply.

#### **48.3**

When the Corporation proposes to transfer an employee temporarily, he/she shall have the right to discuss with the Corporation, the conditions governing such transfer, and if agreement is reached, such conditions shall be confirmed to the employee in writing. The Local Union will receive copies of all such correspondence only with the employee's agreement.

## ARTICLE 49

### RELOCATION EXPENSES

#### **49.1**

When the Corporation gives notice of a transfer, the employee shall be paid relocation expenses in accordance with the provisions of the Corporation's regulations attached hereto as Appendix "J".

## ARTICLE 50

### EXPENSES

#### 50.1

When travelling on Corporation business employees shall be reimbursed for all expenses as incurred and as authorized by the Corporation's current Travel Regulations dealing with Travel Canada and Travel Outside Canada hereto attached as Appendices "G" and "H".

#### 50.2

If an employee is assigned by the Corporation to work in more than one (1) place in the same local area on the same day, the Corporation shall furnish transportation as laid down in the Corporation's Local Transportation Regulations attached hereto as Appendix "I".

## ARTICLE 51

### TRAVELLING - USE OF AUTOMOBILES

#### 51.1

It is expressly agreed that the use of an employee's car in executing the business of the Corporation is not compulsory, and he/she may at his/her discretion decline to use it. However, if he/she uses his/her car with the consent of the Corporation for this purpose, the provisions of the Corporation's Travel Canada regulations and/or Local Transportation regulations, attached hereto as Appendices "G" and "I", shall apply. At the employee's request such consent will be given in writing.

#### 51.1.1

An employee authorized to use his/her automobile will receive mileage allowance in accordance with the Corporation policy on Local Transportation when his/her automobile is used on Corporation business.

Effective March 1, 1992:

- In Ontario and Newfoundland - **32.5** cents per kilometre (**20.5** cents per mile).
- In New Brunswick, Nova Scotia, Prince Edward Island - **31.0** cents per kilometre (**19** cents per mile).
- In British Columbia - **31.5** cents per kilometre, (**20** cents per mile).
- In Manitoba, Saskatchewan, and Alberta - **29.5** cents per kilometre, (18 cents per mile).
- In the Yukon and the Northwest Territories - **37.5** cents per kilometre (**37** cents per mile).
- In Quebec - **32.0** cents per kilometre (**20** cents per mile).

#### 51.2

It shall be the Corporation's responsibility to adequately insure and protect an employee who is involved in the operation or transportation of a vehicle which is used on or for a program, and which does not meet the government's licensing standards in the area in which it is **being** operated or transported.

#### 51.3

Where an employee is authorized to supply a car, the Corporation will consider a special mileage allowance.

#### 51.4

Sales Representatives authorized to **use** their cars on Corporation business will be compensated in accordance with the provisions of Article 51.4.1. It is the responsibility of each **Sales** Representative **so** authorized to **ensure** that he/she has adequate business insurance coverage with a minimum of one hundred thousand (\$100,000.00) dollars.

#### **51.4.1 NEW PLAN**

Sales Representatives who are authorized to use their cars on Corporation business shall provide an automobile which meets the following minimum conditions:

- 1) Any style or class.
- 2) Purchased or leased.
- 3) Shall be operated for not more than sixty (60) months from date of manufacture.

When authorization has been given to a Sales Representative to use his/her car on Corporation business, such authorization will remain valid so long as the employee remains a Sales Representative.

- 1) For Sales Representatives meeting the above requirements, the Corporation will, effective on the last day of the month in which the signing of this Collective Agreement **occurs**, pay a monthly car allowance of two hundred and seventy **three** dollars (**\$273.00**) to cover all costs of operating the personal automobile on Corporation business. **This** monthly car allowance will be paid at the end of the month to which it applies.
- 2) Notwithstanding the above, **Sales** Representatives who were employed **as** such on **May 8, 1989** at their option may continue to elect coverage under the existing Car Allowance Plan **as** follows. Such election must be made within thirty (**30**) days of the signing of this Collective Agreement.

#### **51.4.2 OLD PLAN**

Sales Representatives who **are** authorized to use their cars on Corporation business shall provide an automobile which meets the following minimum conditions:

- 1) Any style or class.
- 2) Purchased or leased.

- 3) Shall be operated for not more than sixty (60) months from date of manufacture.

When authorization has **been** given to a **Sales** Representative to use his/her car on Corporation business, such authorization will remain valid so long **as** the employee remains a Sales Representative.

For Sales Representatives meeting the above requirements, the Corporation will:

- 1) Effective May 6, 1991, pay a weekly car allowance of **\$53.00** to cover all costs except **gas**, oil, lubrication and **parking on** calls, which will be reimbursed on **an** actual expense basis for mileage/kilometres driven on Corporation business.
- 2) provide a credit card to those who request it and pay the business portion of gas, oil and lubrication expenses. For those preferring to **use** their personal credit card, the CBC agrees to reimburse them for the business portion of their gas, oil and lubrication expenses.
- 3) Provide parking.

A CBC form will be completed by the Sales Representative **on** a weekly basis, but **need** only be submitted for processing at the end of the month with his/her credit card statements and other receipts.

The weekly car allowance will be paid at the end of the month to which it applies, and shall not be reduced. The portion of gas and oil expenditures chargeable to the Sales Representative for personal mileage/kilometres under the CBC credit card shall be recovered by the Corporation separately.

All Sales Representatives shall account under this provision and submit such accounts with any money due the Corporation within five **(5)** **working** days of notification from the accounting **office** that such monies **are** due.



It is understood that the portion of the CBC form relating to mileage/kilometres will be limited to showing opening and closing odometer readings for the week. Mileage/kilometres driven from residence to place of business and return up to a maximum of twenty-five **(25)** miles (forty **(40)** kilometres) per day may be included **as** business mileage/kilometres. The Sales Representative's declaration of his/her personal mileage/kilometres is based on the honour system.

Sales Representatives who do not comply with the minimum conditions **as** required will receive two dollars **(\$2.00)** per diem minimum mileage/kilometres allowance or twenty cents (20) per mile (or **12.5** cents per kilometre) travelled, whichever is greater, when authorized to use their automobiles on Corporation business in addition to toll charges and ferry rates and parking charges.

## ARTICLE 52

### TRAVELLING - TIME CREDITS

#### **52.1**

For pay purposes, employees shall be credited with all time spent in travelling on Corporation assignment except **as** provided in Article **52.3**. Such time will be computed **as** follows:

- a) in the **case** of air travel, time credits shall commence from the time of departure of the airline limousine, or, one **(1)** hour before the departure of the common carrier, whichever is greater and one **(1)** hour following, or, the **actual** time of arrival of the airline limousine, whichever is greater.
- b) when travel is by automobile, and
  - (i) when the employee travels directly from his/her home to the assignment, from the assigned hour of departure from his/her home until he/she **reaches** his/her destination, and from the assigned hour of departure from the destination until he/she reaches his/her home;

- (ii) when the employee reports to his/her place of employment before proceeding to travel, from the time he/she leaves his/her place of employment until he/she reaches his/her destination.

## 52.2

When an employee is required to work on a remote assignment, as defined in Article 1.17, he/she will be credited with all time spent in transit between the Corporation's premises to which he/she is scheduled to report and the remote assignment and return.

## 52.3

Common Carrier is defined as a means of transportation which is available to the general public on the purchase of a ticket for same. Regular commercial air-lines converted to "charter" shall be considered as a common carrier. Government and military conveyances which provide comparable transportation accommodation shall also be considered as a common carrier. All time consumed when travelling on Corporation assignment shall be considered as time worked except only as provided in the following:

- a) Train travel between 2200 hours and 0800 hours when a berth is provided and the employee is not required to leave the train before 0400 hours;
- b) Boat travel between 2200 hours and 0800 hours when proper sleeping accommodation is provided and the employee is not required to disembark before 0400 hours.

## 52.4

An employee required to travel by common carrier on a day-off or a holiday shall receive credit for each hour from the time of departure of the common carrier up to midnight (2400 hours) or until the time of arrival whichever is greater, but in any event, not to exceed the minimum daily time credit. If work is also performed on such day(s), the hours of travel shall be added to the hours actually worked and the total shall be paid for at the appropriate overtime rate as per Articles 30 and 69. Such time credit for this day will be computed separately from the work week.

## 52.5

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

## ARTICLE 53

### TRANSPORTATION

#### 53.1

In accordance with past practice and/or where local circumstances warrant, employees required to leave work after completing a late night shift will be provided with transportation to their current place of residence. In any event such transportation will be provided where a shift ends at or after midnight (2400 hours).

It is agreed that any modification to existing practices will be discussed and resolved in the local joint committee process as provided for in Article 55.5.1.

## ARTICLE 54

### DISCIPLINARY MEASURES

#### 54.1

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

##### 54.1.1

There will be full discussion between an employee and the employee's immediate supervisor regarding any expression of dissatisfaction concerning an employee's work or conduct which may be detrimental to the employee's advancement or standing with the

Corporation. It is understood that the employee will be given a reasonable period of time to **seek** and obtain the services of a CUPE representative to attend the meeting **as** an advisor.

However, the unavailability of an advisor of his/her choice will not delay the meeting for more than five (5) working days from the date of notification of the meeting to the employee.

#### 54.1.2

Following such discussion, when it is considered necessary, any action that may be taken shall be communicated to the employee with pertinent details within twenty (20) working days of the discussion, where possible. Should this not be possible, the employee and the Local **Union** will be notified in writing of the **reasons** for the delay. **No** disciplinary action shall be taken until the procedures outlined in Article 54.1.1 have been followed.

#### 54.2

If this procedure is not followed, such expressions of dissatisfaction shall not become part of his/her record to be used against him/her at any time.

#### 54.3

The employee's reply, if received within twenty (20) working days after he/she has **been** given the notice referred to in Article 54.1 above, shall become part of his/her record along with particulars of the work **performance**.

#### 54.4

This Article shall be applicable **to** any complaint or accusation which may be detrimental to his/her advancement or standing **in** the Corporation, when it relates directly to his/her work or conduct within or relating to the Corporation.

#### 54.5

The **time** limits specified in Articles 54.1.2 and 54.3 are exclusive of **absences** and out-of-town assignments.

#### 54.6

With respect to the discipline of an employee involving a letter of reprimand or suspension, the Corporation agrees to undertake a review of the performance of the employee, **as** follows:

- a) at the end of three (3) months for letters of reprimand;
- b) at the end of six (6) months for suspension.

As a result of this review where it **has been** established that the employee has taken the **necessary measures** to improve his/her performance since the incident, the Corporation will communicate to the employee in writing **in** that connection With a copy provided for his/her status and pay file.

#### 54.7

All documents referring to any disciplinary action **shall** be removed from the employee's status **and** pay file two (2) years after the date of the infraction and be returned to the employee.

#### 54.8

Where **an** expression of dissatisfaction is found to be unjustified, all documents referring to such **expression/disciplinary** action shall be removed from the employee's record and destroyed.

#### 54.9

**Upon** request, an employee may review his/her status and pay file twice a year, in the presence of his/her supervisor. In the event of an investigation of a grievance involving discipline or promotion, an employee may review his/her status and pay file in the presence of his/her supervisor and his/her **Union** representative.

#### 54.10

During a disciplinary investigation, **an** employee may, if he/she so desires, be accompanied by a **Union** advisor of his/her choice. However, the unavailability of **an** advisor of his/her choice will not delay the meeting for more than five (5) working days from the date of notification of the meeting to the employee.

#### **54.11**

Dismissal of an employee shall only be for just and sufficient cause and it is agreed that dismissal may be subject to the grievance procedure. An employee dismissed for just and sufficient cause shall be entitled to four (4) weeks' pay in lieu of notice.

#### **54.12**

The Corporation shall notify the **Union** in writing at the National Level, with a copy to the **Union** locally, of the dismissal or suspension of any employee within the bargaining unit. The Corporation will provide the **Union** with a copy of the letter of dismissal or suspension as well as a list of previous disciplinary actions.

#### **54.13**

Grievances relating to disciplinary measures shall have priority over other grievances and the **Union** may refer a grievance concerning a dismissal directly to arbitration after the local meeting has taken place.

#### **54.14**

In all disciplinary cases which are **recognized as** such by the Arbitrator, the burden of proof falls upon the Corporation.

### ARTICLE 55

#### JOINT COMMITTEES

##### Local Joint Committees

#### **55.1**

Local Joint Committees will be set up for the purpose of resolving matters of mutual concern not covered by the provisions of the Collective Agreement, or misunderstanding, or problems arising from the application of the Collective Agreement. A Joint Committee will be composed of at least **two (2)** representatives appointed by each party.

## 55.2

The terms of reference of a Joint Committee will be determined and defined before its institution and will include a schedule of meetings.

## 55.3

**Upon** request from the **Union**, the Corporation will release, without loss of pay or leave credits, up to three **(3)** additional employees for the purpose of attending Joint Committee meetings.

## 55.4

Local Joint Committee decisions will only apply in the location concerned.

## 55.5

At the Local Level, among the **areas** of mutual concern that will be explored by a Joint Committee are those of health, welfare, safety, industry development and **working** environment of the employees. This committee will also deal with major Corporation projects which may have **serious** adverse effects on employees.

### 55.5.1

The Local Joint Committee will establish the local criteria under which the Corporation's policy of providing transportation to employees, leaving or coming to work **during** periods when lack of transportation or personal safety is a consideration. There will be **no** change in the established Local practice unless by mutual agreement.

### 55.5.2

The Local Joint Committee will establish the local modifications to the provisions of those articles in the Collective Agreement which **can** be **so** modified. Prior to implementation such modification must be approved by the parties.

### 55.5.3

The Local Joint Committee will establish the terms of reference for the assignment of safety, protective and work clothes. There will be **no** reduction in the established Local practice, **unless** by mutual agreement.

## Joint Committees

### National Joint Committee

#### **55.6**

A National Joint Committee will be set up for the **purpose** of resolving matters of mutual concern not covered by the provisions of the Collective Agreement or misunderstandings or problems arising from the application of the Collective Agreement. This Joint Committee will be composed of at least two **(2)** representatives appointed by each party.

#### **55.6.1**

**This** Committee will meet **at** least quarterly to monitor regularly the work of the other committees and to vet other issues to ensure speedy resolutions.

#### **55.6.2**

The National Joint Committee will deal with all matters involving the administration of **this** Collective Agreement except for matters dealt with by committees otherwise provided for in this Collective Agreement. **This** committee will **also** deal with major Corporation projects which may have **serious** adverse effects **on** employees. In addition, **the** Committee will **explore the possibility of using whatever outside CBC funding that may become available for the training or retraining of employees.**

#### **55.6.3**

It is understood that the National Joint Committee shall, **as** required, establish individual **sub-committees** to deal with specific issues.

#### **55.6.4**

**Upon** request from the Union, the Corporation will release, without loss of pay or leave credits, up to four **(4)** employees for the purpose of attending National Joint Committee **meetings**.



Special National Joint Committee

**55.7**

The parties agree to establish a Special National Joint Committee chaired by a delegate of the Executive Vice-President and to include senior representatives of TV, Radio and Regional Broadcasting.

The purpose of this Committee is to meet quarterly or as required to discuss major issues and other areas of major concern such as:

1. ~~Use~~ of outside resources
2. CO-productions
3. Corporate Business Plan
4. Change in technology.

The Committee will not provide interpretations of the Collective Agreement, nor will its function replace the normal grievance procedure.

The Committee will include ~~three~~ (3) representatives of the Council Executive Committee involved in ~~this~~ Committee without loss of pay or leave credits.

ARTICLE 56

GRIEVANCE PROCEDURE

Local: refers to the parties at the Location concerned.

2nd Step: refers to the ~~parties~~ at the National level.

Definition:

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

## Purpose

### 56.1

It is the spirit and intent of **this** Collective Agreement to adjust, **as** quickly **as** possible, grievances arising from the application of this Collective Agreement.

## Personal Submission of Grievance

### 56.2

The parties recognize that any employee may present his/her personal grievance at any time. Any such grievance may be subject to consideration and adjustment **as** provided in the following articles **on** grievance procedure.

### 56.3

Any employee or representative of a group of employees believing that a valid complaint exists **has** the right to discuss the complaint with his/her immediate Supervisor and with a **Union** Representative present, in an attempt **to** reach a settlement. Any such complaint not satisfactorily settled in this manner within three (3) days may be submitted in writing **as** described in Article 56.4.

## First Step - Local Level

### 56.4

**When** a grievance arises at the Local Level, the employee(s) and/or the **Union** Representative shall submit it in writing to the Local Officer-in-Charge of Industrial Relations **on** the prescribed form (Appendix "A") within thirty (30) days of the employee **becoming** aware of the incident. **This** time limit is exclusive of absences and out-of-town assignments.

### 56.5

At each Corporation location, meetings shall be held to consider all grievances. The **agenda** for such meetings shall be exchanged at least **two (2) days** prior to the meeting. At such meetings, which may be attended by the grievor(s), the **Union** Local Grievance Committee and any **persons** designated by **the** Corporation for this

purpose, the parties will endeavour to settle all outstanding grievances on a mutually satisfactory basis, and without delay. The Union may invite any reasonable number of employees and/or representatives to attend Local grievance meetings, provided that the Corporation shall not be required to release from duty, with pay, more than three (3) employees to represent the Union.

#### 56.6

If no local settlement is reached, the parties locally may agree that the grievance be held pending, or either may refer it to the Second Step. The minutes of such meetings shall be kept, **read** and signed by both parties at the close thereof.

#### 56.7

The settlement of a grievance at the Local Level will not become ~~final~~ until the settlement is approved by both the Union and the Corporate Industrial Relations representative of the Corporation at the Second Step.

#### 56.8

Upon request by either party the local grievance meeting will be held within ten **(10)** days **unless** another mutually agreeable deadline is established. If a meeting is not held within ten **(10)** days or **within** the mutually agreed deadline, either party may, **upon** notice by appropriately receipted mail received by the other not later than ~~thirty~~ **(30)** days after expiration of the time limit or of the mutually agreed deadline **as** appropriate, refer the grievance to the appropriate Second Step.

#### Second ~~Step~~ - National Level

#### 56.9

In the event that a grievance has **been** held pending but is not recorded **as** settled within fifteen (15) days after the submission thereof, either the grievor or the **Union Grievance Committee** or the Corporation representative may, by appropriately receipted mail **addressed** to the office of the Corporate Industrial Relations representative of the Corporation or to the office of the Union, **as** appropriate, mailed not later than thirty **(30)** days after the last local

meeting at which the grievance was discussed, require that it be placed **on** the agenda of a meeting **between** the **Union** and the Corporation at the Second Step.

Meetings between the Union and the Committee authorized by the Corporation to deal with grievances at the Second Step will be scheduled a maximum of four **(4)** days of the second week of each month (i.e., Tuesday through Friday) to be divided **between** the two bargaining **units** as necessary, except during the months of July and August.

At the request of either party, a meeting will also be held during July or August **on** a date or **dates** established by mutual agreement. The monthly meetings may be modified by mutual consent of the parties and may also be held at other times **as** mutually agreed by the parties.

#### **56.10**

The agenda for Second Step grievance meetings shall be exchanged ten (10) days in advance of the first day of such meetings.

Disciplinary grievances may be added to the agenda up to five **(5)** **days** in advance of the first day of such meeting. Every effort shall be **made** to settle the grievance at one meeting, but the parties may agree that the grievance be held pending until the next meeting if it **appears** to be necessary to obtain **further** information or for other major considerations.

Minutes of such meetings shall be kept, read and signed by both **parties** at the close thereof.

#### **Third Step - Request for Arbitration**

#### **56.11**

In the event that a grievance is recorded **as** not settled at the Second **Step** grievance meeting and fourteen **(14)** days have elapsed since **that** meeting, either party **may**, upon notice by appropriately receipted mail, mailed to the other not later than thirty **(30)**days

after the said Second Step meeting, refer the grievance to final and binding arbitration.

#### **56.11.1**

Within 10 (~~ten~~) days of the receipt by the other party of a notice referring the grievance to arbitration, one of the following Arbitrators -

Mr. Stephen **Kelleher**

Mr. Michel Picher

**Ms. Pamela Picher**

Mr. Ian **G. Thorne**

Mr. Martin Freedman

will be approached to **hear** the grievance. These Arbitrators shall serve in **turn** according to their availability. For those grievances lodged under the French version of this Collective Agreement, Mr. R. Barakett, Q.C., will be approached to hear the grievance.

**The parties agree to appoint two (2) additional Arbitrators within sixty (60) days of the signing of this Memorandum of Agreement, one of whom will be a woman.**

#### **56.12**

Within ~~ten~~ (**10**) days of the grievance being referred to arbitration, both parties shall communicate to the Arbitrator named herein with a joint statement, or *separate* statements by the Corporation and the **Union** describing the facts of the grievance and the issue to be decided by the Arbitrator. A hearing shall be held at a time and place to be determined by the Arbitrator **so** that the parties may have an opportunity to present further evidence and to make **necessary** representations.

#### **56.13**

**In arriving** at a decision the Arbitrator shall be limited to the consideration of the dispute or question outlined in the statement or statements referred to herein and shall render a decision according to the **terms** and provisions of this Collective Agreement. The Arbitrator shall give detailed written reasons within **thirty (30)** days

from the date of hearing for his/her decision which shall be final and binding on all parties.

#### Arbitration Award

##### **56.14**

The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement or to award costs or damages against either party, but he/she shall have the power to direct, if he/she **thinks** proper, that any employee who has **been** wrongfully suspended, discharged or otherwise disciplined shall be reinstated with pay, in whole or in part, and with any other benefit under this Collective Agreement which may have **been** lost, or the Arbitrator may direct that a discharged employee be reinstated without pay.

#### Arbitration Costs

##### **56.15**

The Corporation and the Union shall defray the expenses of the Arbitrator equally except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

#### **General** Grievances

##### **56.16**

If either of the parties consider that this Collective Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be discussed at the Second Step and/or Local Level Meeting, whether or not an individual grievance is involved. However, if such matters are **discussed** at the Local Level, they may be referred to the Second Step for settlement. If not satisfactorily settled at the Second Step, either party may refer the matter to arbitration **as** provided in the preceding sections.

##### **56.17**

**Any** time limit mentioned in the above Articles dealing with the grievance procedure and arbitration shall exclude Saturdays,

Sundays, and statutory holidays, and may be extended by mutual consent in writing. For the purposes of this article, statutory holidays shall be interpreted to include any holidays recognized in this Collective Agreement (Articles 34.1 and 34.2).

## ARTICLE 57

### DEFINITIONS

#### 57.1

A staff announcer is a person employed by the Corporation to communicate what **has** transpired, is transpiring or is to transpire, to deliver a non-commercial message or news, to interview a person or persons who may or may not be performers, to act **as** master of ceremonies, to give commentary, to **narrate on** or off-camera, to moderate a program or program series, and to deliver commercial messages within station break periods **and/or** spot carrier programs. However, a staff announcer who participates in a television production **as** an actor, singer, dancer, puppeteer, cartoonist, specialty or variety act or who delivers a commercial message **within** the span of a **sponsored** program may be required to be qualified and work under the terms and conditions of another Agreement.

#### 57.1.2

At the request of the Announcers and the **Union at** the Local Level, **an** Announcer-Counsellor may be selected by the Announcers to represent the announcers' professional concerns and viewpoint to local Management:

## ARTICLE 58

### JURISDICTION

#### 58.1

All jurisdiction granted hereby shall apply equally in radio and television broadcasting.

### 58.1.1

The Corporation maintains a staff of Announcers to provide a basic service in the voicing of material which reflects the character and **standards** of the CBC and the **nature** of the program service. The Corporation will continue to assign to staff Announcers duties which require these fundamental voicing and reading skills, **as** set forth in the position specification **as** of the date of execution of **this** Collective Agreement.

## 58.2

The following shall be performed exclusively by announcers:

### 58.2.1

Reading of all newscasts and news **flashes** prepared by the News Service.

### 58.2.2

Reading of voice reports for insertion in newscast and voice-over-film portions of such newscasts, except where the material is of an eye-witness or specialist nature or involves **a** continuing assignment to a **feature** story or beat.

### 58.2.3

All local and network identification cues, station sign-on, sign-off, time signals, and **all** commercial announcements.

### 58.2.4

Promotional announcements, live or recorded, for the Corporation, its programs or program series, except that performers appearing **on** programs or program series carried by the CBC, or program personnel with expert knowledge pertaining to a specific program or program series, may also be used for public relations or promotional **purposes**.

## 58.3

The Corporation fully values the staff announcers' contribution to programs. Staff announcers share participation in program performance, writing and production. **Staff** announcers will be encouraged to negotiate secondment to programs or program



departments where a specialist and expanded role will serve program **needs**. This is a recognized Corporation attitude and the practice will be encouraged in the fields of public affairs, features, music, news, p i a l events **and sports**, variety and drama, by way of example, not limitation. To facilitate **this** aim the Corporation will, subject to the findings of the Announcers' National Joint Committee, extend to all regions, practices established in the network production centres, and both parties will encourage the practice of negotiating contracts in lieu of overtime provisions.

It is **recognized** that the concept of a program may require special individual qualities of knowledge, experience, personality and prestige perhaps unavailable from staff announcers.

### **58.3.1**

In addition, the Corporation retains a staff of supervisory and other specialists in the **areas** of news, special events and sports who may be given preference in assignments of such nature. However, the Corporation intends to preserve the right of announcers to contribute in these **areas**.

### **58.3.2**

Subject to the limitations specified in Article **58.3.1** the Corporation guarantees to announcers the right of equal opportunity to compete, based **on** talent and ability. **To** this end, the Corporation undertakes not **to** increase the jurisdiction of any other party in a form or manner which would effectively reduce the **area** of assignment of such work to announcers. The **areas** affected by **this** undertaking include (and **this** is not an exclusive list):

- a) (in news programs) eye-witness or specialist voice reports or interviews, introduction and sign-off announcements, introduction and linking of diverse subject matter;
- b) **sports** (play-by-play, colour, or news summaries). Announcers presently reading **sports** news summaries will not be removed from such assignments **as** a result of the implementation of this Article. The corporation **will** undertake to encourage

interested announcers in **sports** broadcasting and will provide auditions for this purpose;

- c) special events and sports;
- d) interviews;
- e) hosting or master of ceremonies;
- f) narration of documentary or dramatic programs;
- g) reading **short** stories, **poetry** and talks scripts.

#### **58.4**

The provisions of Articles **58.1**, **58.2** and **58.3** may not apply in the following cases:

##### **58.4.1**

When an advertising agency **or** sponsor is paying for the performance of announce functions and requests the services of a person outside the bargaining **unit**;

##### **58.4.2**

Where the originator of a program is **himself/herself** a performer and reserves, **as a condition of** sale, the right to perform announce functions **on** the program;

##### **58.4.3**

Where a person outside the bargaining unit is included **as part** of a package program owned and sold by a third party;

##### **58.4.4**

Where a third party **owns** the **broadcast** rights to an event **or** at a location **from** which a program is to originate and **reserves** the right to perform announce functions **on** the program;

##### **58.4.5**

**Where on** a program of opinion the voicing of **material** would be detrimental to the Corporation's interest.

## **58.5**

Announcer-Operators and Technician-Announcers shall not be excluded from performing any of the duties of an announcer at the location where such positions are established. In locations where **no** Announcer-Operators or Technician-Announcers are employed the **Staff** Announcers or Announcer-Producers shall have exclusive jurisdiction, **as** set out in Article **58.2**.

## **58.6**

### Pre-recording

During the term of **this** Collective Agreement the Corporation agrees to limit the **use** of pre-recording **as** follows:

### **58.6.1**

Pre-recorded network cues, station identification, time signals, spot flash announcements, promotional announcements and other program material generally done from the booth may have unlimited use;

### **58.6.2**

Program material and network cues recorded **as** part of a program may be used whenever the particular program is aired;

### **58.6.3**

Subject to the provisions of Articles **61.1** and **62**, commercial spot announcements may have repeated use during a time span of four **(4)** days including the day of recording;

### **58.6.4**

In locations where the **normal** functions do not justify the **use** of a full-time employee or employees, the use of prerecorded announcements shall be unlimited until such time **as** operations warrant the hiring of an employee or employees. The **Union** or the Corporation may **open** discussions **on** this matter when either considers it **necessary**;

### **58.6.5**

The Corporation shall not, **as** a direct result of this standard of operation, lay-off or release employees presently classified **as** staff

announcers who are part of the basic establishment as of the effective **date** of the Collective Agreement.

### **58.7**

The parties recognize that the provisions of this Article apply **equally** to those employees represented by the Broadcast Council of the Canadian **Union** of Public Employees or the Conseil des sections locales du Syndicat canadien de la fonction publique and that Announcers and Announcer-Producers represented by either bargaining agent may be **assigned** to **perform** any of the duties of **an** Announcer or Announcer-Producer of the other bargaining agent.

## **ARTICLE 59**

### **AUDITIONS**

#### **59.1**

In order to ensure the continued use of staff announcers in the areas specified in Article 58.3, the Corporation shall give notice of and shall provide an opportunity for Announcers to audition, either by **an** interview in **person**, **on** microphone or **on** camera **as** follows:

##### **59.1.1**

In each program area, program **series**, and in **other** individual programs except:

- a) where a **staff** announcer has already **been** chosen for the assignment;
- b) where it is planned to engage a **person** outside the bargaining unit who **has** qualifications (e.g., professional, legal or medical) not **possessed** by **an** announcer **on** staff;
- c) where emergency circumstances require immediate replacement or casting.

### 59.1.2

**On** all commercials for which a specific announcer has not **been** requested by the **sponsor** or agency.

### 59.1.3

Every audition notice shall be posted for at least four **(4)** days in a prominent, central location and a copy of each audition shall be sent at the time of posting to the Local Union.

### 59.1.4

The Corporation **will** provide a **four-part form** whereby announcers may make application for audition. (One copy for the Producer, one for the appropriate program supervisor and two copies for the announcer, one of which may be forwarded to the **Local** Union at the announcer's discretion.

### 59.2

All announcers who audition will be notified by the Corporation either personally or by posting of the name of the successful candidate. If not selected, the announcer may request and will be granted **an** interview with his/her supervisor to discuss the reasons why he/she was not selected.

### 59.3

In the administration of the audition policy, the Corporation recognizes its responsibilities to provide work opportunities for its **staff** announcers in the areas concerned.

## ARTICLE 60

### ADMINISTRATIVE SERVICES

#### 60.1

When **an** advertising agency or sponsor **requests** announcer services the Corporation shall submit a list of available announcers. Announcers shall be considered unavailable if they are already engaged in conflicting commercials or if they are scheduled at a

conflicting time on **an** assignment considered by the Corporation of such importance **that** they cannot be replaced by another announcer.

### **60.2**

**At** the request of the agency or sponsor, the Corporation shall provide an audition **recording** or the facilities to record such auditions for the selective review of **the** advertising agency or sponsor. Notice of such audition shall be posted for the information of the available announcers. No time credits will be allowed for time spent on such auditions outside of the basic eight (8) hour tour of duty.

### **60.3**

When the services of an announcer to deliver a commercial message **are** to be negotiated or renewed with the Corporation by **an** advertising agency or sponsor, the announcer concerned shall be consulted regarding **his/her** fee. Whenever possible the announcer shall be a participant in the negotiations.

## **ARTICLE 61**

### **COMMERCIAL FEES**

#### **61.1**

If the services of a specific announcer are **requested** by **an** agency or sponsor and if **he/she** **has** been made available by the Corporation, in accordance with the provisions of Articles **60.1** and **60.3**, **he/she** shall perform the announce duties on the programs and shall receive not less than the **minimum** applicable local commercial rate established for freelance announcers or artists.

#### **61.2**

The Corporation shall pay the gross fees **to** the announcer for commercial **messages** & delivered on radio or television **programs**.

## ARTICLE 62

### COMMERCIALS

#### **62.1**

If the services of a specific announcer **are** not requested by an agency or sponsor, a staff announcer may be assigned to deliver commercial spot announcements either live, or pre-recorded in accordance with Article **58.6.3**, provided that **in** every case the announcer shall have the right of refusal if it involves an on-camera appearance or is in conflict with other commercial commitments. However, in **no** case shall such commercial announcements be refused by all available announcers at the location.

## ARTICLE 63

### WORK WEEK AND DAYS OFF

#### **63.1**

The five **(5)** day, forty (40) hour week shall obtain, and for pay purposes shall commence at 0001 hours Monday. Two **(2)** consecutive days-off per week free of **sustaining** assignments shall be scheduled unless otherwise requested by an announcer for **an** occasional specific purpose **and/or** for an extended period in view of availability for **a** program series.

#### **63.2**

A day-off shall consist of twenty-four **(24)** hours plus the turn-around period. The second day-off shall be consecutive with the first, and shall consist of at least twenty-four **(24)** hours, except **as** provided in Article **63.1**.

#### **63.2.1**

The two **(2)** scheduled days-off may be in **separate** work weeks, e.g., Sunday and Monday. The movement into a Sunday-Monday days-off situation can only be accomplished by the assignment of the two **(2)** days-off **as** Saturday and Sunday in the week immediately preceding the week in which the days-off are split.

The pattern of Sunday-Monday as days-off may then continue but may only be exited from by scheduling Monday and Tuesday as days-off in the week following the last week in which the days-off were split. The pattern should be as follows:

M T W T F S S  
IN-----D/O D/O  
  
D/O-----D/O  
  
D/O D/O-----OUT

### 63.3

The Corporation agrees to use its best efforts to equalize the opportunity for employees within the group to receive as many Saturdays and Sundays off as possible. In any event days off shall include Saturdays and Sundays or both at least thirteen (13) times a year including days-off scheduled consecutive with or during periods of leave. The provisions of this Article do not apply where it is mutually agreed between the Corporation and the employee to waive this requirement.

### 63.4

Two consecutive days-off may be separated by a legal holiday(s) when said holiday(s) is/are scheduled off.

### NOTE:

The provisions of this Article may be modified by mutual agreement of the parties at the Local Level.

## ARTICLE 64

### TOUR OF DUTY

#### 64.1

For administrative purposes an announcer's tour of duty shall include all time scheduled between the beginning of the first sustaining assignment and the end of the last sustaining assignment with a



minimum credit of eight (8) hours, except that idle time will be treated in accordance with Article **65**.

#### **64.2**

Sustaining assignments shall be deemed to include ~~announce~~ duties performed ~~on~~ sponsored programs or announcements for which ~~no~~ additional compensation is paid to the announcer, however, for pay purposes time worked on a program for which a commercial fee or ~~performance~~ fee is paid shall not be considered ~~as~~ time worked.

#### **64.3**

The first assignment of a tour of duty, or, following a period of idle time, shall begin a minimum of ~~thirty (30)~~ minutes prior to the actual time of broadcast or recording, and a minimum of ~~fifteen (15)~~ minutes prior to booth duty, or otherwise at the assigned starting time.

#### **64.4**

Time credits shall be given for pre-and-post program preparation, planning, make-up application and removal, or production in accordance with the requirements of the program when such work is assigned or approved.

### ARTICLE 65

#### IDLE TIME

#### **65.1**

Where idle time is scheduled between ~~sustaining~~ assignments ~~during~~ a tour of duty, such idle time up to three (3) hours, or half ~~(112)~~ the idle time, whichever is greater, shall be added to the hours of work. Each period of idle time between sustaining assignments will be treated separately.

## ARTICLE 66

### REDUCED TOUR OF DUTY

66.1

**Any** tour of duty that is broken through authorized absence (e.g. special leave, annual leave, leave without pay), shall be reduced by one (1) hour for each hour **of** such absence; sick leave absences shall be treated in accordance with the provisions of Article 38.5. Work **performed** beyond the tour of duty **so** reduced shall be paid in accordance with the provisions of Article 69.

Authorized absences under the **terms** of the Short Term Disability Plan do not reduce the tour of duty.

## ARTICLE 67

### CALLBACK

67.1

**Call-back** is those hours credited to an employee who, after completing a tour of duty and leaving his/her work area, is called back to **perform** work **between** tours of duty.

**An** employee called back to work shall be credited **as** of the time of the call with one (1) hour's pay at the basic hourly rate. In addition, for actual working time the employee shall be paid at the time and one-half (1 1/2) **rate** with a minimum of three (3) hours.

67.2

**An** employee receiving telephone calls at home from his/her supervisor or a **person** delegated by his/her supervisor, concerning urgent operational matters, will be compensated by one (1) hour's pay at the basic rate. **This** Article shall not apply to calls concerning scheduling.

## ARTICLE 68

### TURN-AROUND I

68.1

A **turn-around period** is the period of at least twelve (12) hours **between** the end of a tour of duty and the beginning of the next tour of duty.

68.2

All work which encroaches on the **turn-around period** shall be paid for at an additional one-half (1/2) the basic hourly rate computed separately from the work week except as provided in Article 68.3 below.

No payment shall be made for encroachment arising from work assigned **on** the day following sick leave, special leave, **annual** leave of three (3) days or more, leave with pay for **Union** activities or absence without pay.

## ARTICLE 69

### OVERTIME

69.1

One and one-half (1 1/2) times the basic hourly rate shall be paid for:

69.1.1

All work performed beyond eight (8) hours in a **tour** of duty;

69.1.2

Work **performed on** holidays specified in Article 34.1 with a minimum credit of eight (8) hours;

69.1.3

Work **performed on** a scheduled day-off with a minimum credit of eight (8) hours;

#### 69.1.4

When an employee works on both his/her scheduled days-off in a work week, all work performed on his/her second scheduled day-off shall be paid at double time with a minimum credit of eight (8) hours;

#### 69.1.5

An employee shall be paid for work on days-off, except where, by so indicating on his/her time card, he/she elects to be compensated by paid time off computed at the same premium rate as the work on a day-off. In the event the employee is unable to take time off within a twelve (12) month period immediately following the date it was earned, he/she will be paid for time off not taken at the rate it was originally earned;

#### 69.1.6

A tour of duty beginning on the holiday and continuing into the day following, shall be considered as work performed on the holiday;

#### 69.1.7

The Corporation will not require an employee to work on both Christmas Day and New Year's Day. Every effort will be made to avoid scheduling an employee to work on other consecutive holidays.

#### 69.2

The basic hourly rate shall apply for sustaining work performed on a Corporation declared holiday as specified in Article 34.2 with a minimum credit of eight (8) hours.

#### 69.3

Work performed on paid holidays detailed in 34.1 may be paid for in accordance with Article 69.1.2 or at the election of the announcer, made on his/her time record, in time off at the rate of one and one-half (1 1/2) hours off for each hour worked, with a minimum credit of one and one-half (1 1/2) days (twelve (12) hours). The employee has the right to add such time off to his/her annual leave credits. It may be taken at other times by mutual agreement between the employee and the Corporation. Neither party shall unreasonably withhold consent.

#### 69.4

Work performed **on** such holidays detailed in Article 34.2 may be paid for in accordance with Article 69.2 or at the election of the announcer, made **on his/her** time record, in time off at the rate of one (1) hour off, for each hour worked with a minimum credit of one (1) day (eight (8) hours). The employee has the right to add such **time off** to his/her annual leave credits. It may be taken at other times by mutual agreement between the employee and the Corporation. Neither party shall unreasonably withhold consent.

#### 69.5

An employee whose tour of duty **begins** the eve of a holiday and continues into the holidays by at least half (1/2) of that tour of duty, shall be paid an additional half (1/2) basic rate for those hours worked into the holiday, **as** a result of his/her normal tour of duty extending into the holiday. There shall be **no** pyramiding of this premium in the *case* of employees scheduled to work **on** the holiday.

#### 69.5.1

- a) Except that when Christmas Day and/or New Year's Day are scheduled **off**, a tour beginning **on** the eve of Christmas Day and/or New Year's Day the major portion of which falls **on** such holiday, shall be compensated for at one and one-half (1 1/2) times the basic hourly rate with a minimum of eight (8) hours.
- b) The usual starting times will not be **adjusted so** that a tour begins outside a holiday **unless this is warranted** by program requirements.

#### 69.6

The minimum credit provisions of Articles 69.1.2, 69.1.3, 69.2, 69.3 and 69.4 shall not apply when work is interrupted by an employee having to absent himself/herself due to illness or other **personal** contingencies, in which case he/she will be paid the appropriate overtime rate only for those hours of work actually **performed**.

69.7

Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty), will be compensated at one-half (1/2) the basic rate, in addition to any other premiums under this Collective Agreement. This premium payment will not be made if the employee is advised of such unscheduled overtime within the first hour of reporting to work.

ARTICLE 70

BASIC HOURLY RATE - DETERMINATION OF

70.1

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

Hourly Rate: 
$$\frac{\text{Basic Annual Salary}}{261 \times 8}$$

70.1.1

Reference to daily hours in the above formula is only for administrative convenience in determining the hourly rate of pay.

ARTICLE 71

NIGHT SHIFT DIFFERENTIAL

71.1

All work performed between midnight (2400 hours) and 0700 hours, shall be compensated for at fifteen percent (15%) of the basic salary with a minimum of two dollars (\$2.00) in addition to the basic salary.

## ARTICLE 72

### POSTING OF SCHEDULES

#### 72.1

The schedule of working hours for any day shall be posted seven (7) days in advance of 0001 hours of that day.

#### 72.2

The Corporation shall give announcers who are scheduled for out-of-town assignments as much prior notice as possible.

#### 72.3

Consistent with operational requirements, the Corporation will consider the employee's wishes and give its best efforts to **equalize** the opportunity for announcers within a group to work specific **shifts**.

#### **NOTE:**

The provisions of this Article may be modified by mutual agreement of the parties at the Local Level and agreements will not be unreasonably withheld. Prior to implementation such modifications must be approved by the parties at the National Level.

## ARTICLE 73

### CHANGE OF DAY-OFF

#### 73.1

If notice of change of day-off is not given by the Corporation forty-eight (48) hours in advance of 0001 hours of the day involved, one-half (1/2) the basic rate computed separately from the work **week**, shall be paid for work done (as defined in Article 64) on the originally scheduled day-off with a **minimum** credit of eight (8) hours.

**73.2**

There shall be no change of scheduled day-off or days-off once the schedules have **been** posted, without the consent of the employee concerned.

**ARTICLE 74**

**CHANGE OF SCHEDULE**

**74.1**

Notice of change of starting time shall be given at least twelve (12) hours in advance of the new starting time but not later than 1400 hours of the day prior to the day in question. It shall be the Corporation's obligation to notify an announcer of any change in the starting time made after the schedule is posted. However, it shall be the announcer's obligation to check his/her schedule immediately prior to his/her departure from the posting location.

**74.2**

If such notice of change is not given, the employee affected shall be credited with all hours originally scheduled plus any additional hours worked.

**74.3**

Overtime may be cancelled or reduced at any time prior to the employee commencing to work such overtime hours. Overtime may not be cancelled or reduced after the employee has commenced working such overtime hours.

**ARTICLE 75**

**WAIVER - NOTICE OF CHANGE**

**75.1**

The provisions of Articles 73 and 74 shall not apply in the case of:



75.1.1

Call-back (as provided in Article 67).

75.1.2

Illness or unexpected special leave of a fellow employee for the first day of replacement;

75.1.3

Unexpected commercial assignments for which a commercial fee is paid;

75.1.4

An employee who is rescheduled at his/her own request.

## ARTICLE 76

### ANNOUNCERS IN SPECIALIZED FIELDS

76.1

In locations where announcers are assigned exclusively as Announcer-Producers (Special Events and Sports), they will be considered self-assigning.

76.1.1

Self-assigning employees will be given equivalent time off for work performed beyond the normal work week. Operational requirements permitting, such time off will be allowed within the four weeks following the week in which it was earned or at any other time by mutual agreement.

76.2

Where it is considered desirable to second an announcer to a program area for the greater portion of his/her time and to waive the scheduling and overtime provisions of Articles 63, 64, 65, 67, 68, 69, 71, 72, 73 and 74, the Corporation and the Union will mutually agree prior to placing the individual in the specialized field where such a waiver is involved.

76.3

For assigned or approved work **on** a day-off or a holiday, the hours worked shall be compensated for **as** provided in Article 69.

## ARTICLE 77

### GENERAL SALARY PROVISIONS

77.1

Announcers and Announcer-Producers (Special Events and **Sports**) shall be paid a **minimum** basic **annual salary** within the range of Announcer and Announcer-Producer (Special Events and **Sports**) Group I, II or III.

77.2

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

77.2.1

For all employees who had April 1 **as** their anniversary date in their present group under the provisions of a previous Collective Agreement, the month of April is deemed to be the anniversary **month** for purposes of Article 77.2.

Such anniversary month shall change when the employee is appointed to another salary group where **the** provisions of Article 77.2 will apply.

77.2.2

For all **announcers** newly hired or **transferred** into the bargaining unit after the effective date of this Collective Agreement, progression within the salary group shall be automatic and shall occur on the first day of the first two-week pay period in the month in which the announcer's **annual** anniversary **date** of appointment to the salary group occurs.

### 77.3

Where ~~justified~~ in the opinion of the Corporation, a contract for an additional amount may be negotiated between an announcer and the Corporation for **recognized** prominence and excellence. Either the Corporation or any individual announcer may initiate discussion leading to negotiation of such extra remuneration.

### 77.4

A contract may also be negotiated between the announcer and the Corporation which will be in lieu of all or any of the scheduling and overtime provisions of this Collective Agreement:

Work Week and Days-Off, ~~Tour~~ of Duty, Idle Time, Call-Back, Turn-Around Period, Overtime, Night ~~Shift~~ Differential, Posting of Schedules, Change of Day-Off, Change of Schedule.

**A** copy of that contract shall be given to the Local **Union** at the time of signing that contract.

#### 77.4.1

Either the Corporation or any individual announcer may initiate discussion leading to negotiation of such extra remuneration. The announcer may, if ~~he~~/she desires, call on the **Union** to assist in such negotiations.

## ARTICLE 78

### ANNOUNCER-PRODUCER (SPECIAL EVENTS & SPORTS)

#### 78.1

Outside Broadcast Producer positions which existed prior to January **3, 1964** will remain outside the bargaining unit but those created or filled since that date will be included within the bargaining unit **as** self-assigning Announcer-Producers (Special Events & ~~sports~~).

ARTICLE 79

ANNOUNCERS' JOINT COMMITTEE

79.1

A National Announcers' Joint Committee will be established to meet quarterly in a central location to deal with issues of mutual concern.

79.2

Four (4) employees will be released, with pay, to attend the above-mentioned meetings.

ANNOUNCERS

GROUP I

May 6, 1991

(Increment \$1,307)

	Annual	Bi-weekly
Hiring Rate	\$29,350	\$1,124.52
Step 1	30,657	1,174.60
Step 2	31,964	1,224.67
Step 3	33,271	1,274.75
Step 4	34,578	1,324.83
Step 5	35,885	1,374.90
Step 6	37,192	1,424.98
Step 7	38,499	1,475.06
Step 8	39,806	1,525.13

## GROUP II

May 6, 1991

(Increment \$1,542)

Hiring Rate	\$36,868	\$1,412.57
step 1	38,410	1,471.65
Step 2	39,952	1,530.73
Step 3	41,494	1,589.81
Step 4	43,036	1,648.89
Step 5	44,578	1,707.97
Step 6	46,120	1,767.05

## GROUP III

May 6, 1991

(Increment \$1,877)

	Annual	Bi-weekly
Hiring Rate	\$42,654	\$1,634.25
Step 1	44,531	1,706.17
Step 2	46,408	1,778.08
Step 3	48,285	1,850.00
Step 4	50,162	1,921.92
Step 5	52,039	1,993.83
Step 6	53,916	2,065.75

ARTICLE 80  
PROVISIONS APPLICABLE TO  
COMMENTATOR/INTERVIEWER EMPLOYEES

### 80.1 APPLICATION OF ARTICLE

This Article applies to all employees hired under a contract of fixed duration to **perform**, in French language programming, the function of Host, Commentator, Sports Commentator, Interviewer, Reader, Narrator, Panellist, Meteorologist (Commentator), the duties of

which are not performed as part of News, Current Affairs or a Public Affairs Broadcast.

## 80.2 FUNCTIONS PERFORMED

These employees perform one or more of the following functions:

- (a) **As a Commentator/Interviewer;**  
to do, by his/her remarks or his/her comments, the interpretation, evaluation or analysis of a given subject of which he assumes the preparation and/or to interview another person on this other person's life, projects, knowledge or opinions and assumes the preparation of the interviews. This includes the functions of Reader, Narrator, Panellist, Meteorologist (Commentator) and **Sports** Commentator.
- (b) **As a Commentator/Interviewer-Host;**  
to conduct, animate, present, or bridge the various parts of a program and interview the participants; to assume or participate in the research and participate in the preparation of the program. This includes the functions of Reader, Narrator, Panellist, Meteorologist (Commentator) **and** Sports Commentator.
- (c) **As a Commentator/Interviewer - Meteorology;**  
to include any participation in a meteorological broadcast (weathercast), including the updating comments on the atmospheric conditions and/or the repeat of comments on the weather forecast.

## 80.3 EXCLUSIONS

The following persons shall not be deemed to be Commentator/Interviewer employees for the purposes of this Collective Agreement:

- a) any employee of the Corporation whose profession or status makes him/her a programming specialist **and** who **as** such takes

part in a program in accordance with the practices that existed at the date of the signing of the Collective Agreement.

- b) any person who because of his/her profession or status takes part in a program as a Lecturer, Commentator, Panellist, Demonstrator or Public Services Information Officer.
- c) a political figure taking part in a program on government affairs;
- d) the person who is the subject of the news event and is interviewed as such;
- e) the person who is interviewed as a guest or is a guest in a panel.

#### **80.4 ARTICLES NOT APPLICABLE**

The provisions of this Collective Agreement shall apply to Commentator/Interviewer employees with the exception of the following Articles 8, 11, 13, 14, 15, 16, 17, 18, 19 to 30A, 32 to 38, 40, 41, 42, 43, 45 to 49, 52, 53, 54 and 57 to 79.

The provisions of the appendices do not apply to Commentator/Interviewer employees unless specified otherwise in the appendix itself or in another Article of this Collective Agreement.

#### **80.5 CONSIDERATION OF APPLICANTS**

Notwithstanding the above, in the application of Article 17.1.1 it is understood that Commentator/Interviewer employees will be considered only after all other applicants from the CUPE bargaining units have been interviewed and if necessary auditioned and that outside applicants will be considered only after all Commentator/Interviewer employees who have applied have been interviewed and if necessary auditioned.

## EMPLOYMENT CONTRACT

### 80.6 EMPLOYED UNDER A CONTRACT

A Commentator/Interviewer employee is employed under a contract with the Corporation. The employee may be assisted by the Union during the negotiation of his/her contract if he/she **so** wishes.

### 80.7 SIGNED CONTRACT

The contract shall be executed before the first day **of** work **and** no employee shall be required to work without a signed contract to which both the Corporation and the employee have agreed to all terms and conditions.

### 80.8 CONSULTATION **WITH** UNION

The Corporation agrees to consult with the Union on the form to be used for contracts.

### 80.9 COPIES **FORWARDED** TO UNION

- a) The Corporation shall forward to the Union at the National Level, upon signing, a copy of the contract, including all appendices and amendments, for the employee it hires under the terms of this Article.
- b) The Corporation shall also forward to the Union at the National Level, before the **end** of February of the following **year**, a list of dates of service and **amounts** paid during the calendar **year** to each employee hired under the terms of this Article.

### 80.10 INFORMATION CONTAINED

The contract shall contain the following information:

- a) the name, address, telephone number, location, and employee **number** of the employee;
- b) the duration of the contract;
- c) the nature of the **work** to be **performed** by the employee;



- d) media;
- e) service or programming department;
- f) title of the program or program series;
- g) production requirements;
- h) remuneration;
- i) all other monetary provisions;
- j) all other information agreed **upon** by the Corporation and the Union.

#### **80.11 MINIMUM TERMS**

**This** Collective Agreement **sets** forth minimum terms and conditions of employment. The Corporation and the employee therefore may agree **on** more favourable terms and conditions or on terms and conditions not provided for in this Collective Agreement. However, such improved terms and conditions do not supersede the minimum rights and obligations under **this** Collective Agreement.

#### **80.12 TERMS AND CONDITIONS**

All terms and conditions agreed **upon** that are more favourable or in addition to those provided for in this Collective Agreement shall be **stipulated** in **the** contract.

#### **80.13 AVAILABILITY**

The employees will be available in accordance with the conditions set out in their individual contracts.

#### **80.14 CALCULATION OF THE VALUE OF THE WORK TO BE PERFORMED**

Remuneration for the work to be performed is calculated, considering the particular nature of the work required by the

Corporation and is subject to **an** agreement of the employee **and** the Corporation. In every case, the contract must provide for this consideration. The contract may be modified by mutual consent if major changes occur to the original intent of the contract.

#### 80.15 EFFECTIVE DATE

A contract takes effect **on** the date it is signed or on the date agreed to by the Corporation **and** the employee and stipulated in the contract.

#### 80.16 TYPES OF CONTRACTS

- a) A contract may be on a per occasion basis or for a term of 13 to 52 weeks.
- b) The Corporation may also negotiate contracts for less than 13 weeks, for replacements, short **term** assignment to a specific program, short **term** excessive workload or **to** extend an existing contract.
- c) Contracts, other than **on** a per occasion basis, shall be **drawn** up for a Program Department (e.g. cultural, social, family, musical, **sports**, etc.) or for one or several **programs**.
- d) Contracts on a per occasion basis shall be **drawn** up for one program or a series of a program.
- e) In contracts, other than on a per occasion basis, engagement for both Radio and Television may be covered in the same contract.

#### 80.17 BASIC RATES

##### 80.17.1 Commentator/Interviewer and **Commentator/Interviewer-Host**

The Commentator/Interviewer and Commentator/Interviewer-Host is subject to rates and **terms** determined by the contract, whatever the length of the program, and in accordance with the following basic **rates**:

a) Basic Rate - RADIO OR **TELEVISION** (per week)

1. Commentator/Interviewer

**May 6, 1991 \$795**

2. **Commentator/Interviewer-Host**

**May 6, 1991 \$884**

b) Replacements or extension of contracts of less than a week are paid **on** a prorated basis of the weekly rate, per half days.

c) In the case of a contract on a per occasion basis, the basic rate shall be a prorated amount of the weekly basic rate determined **on** a half day basis.

#### 80.17.2 Commentator/Interviewer - Meteorology

a) The payment for participation in a meteorological broadcast within the same day includes the updating comments **on** atmospheric conditions and/or the repeat of a commentary on the weather forecast, without extra remuneration.

b) Meteorological Broadcasts (Weathercasts) **are** paid **as** follows:

	Radio and off-camera (T.V.)		On-Camera	
	Daily	Weekly	Daily	Weekly
<b>May 6, 1991</b>	<b>\$46.57</b>	<b>\$232.86</b>	<b>\$93.14</b>	<b>\$465.68</b>

#### 80.17.3 RETROACTIVITY

Existing contracts **as** of the date of signing of this Collective Agreement will be adjusted retroactively insofar **as** the total negotiated remuneration is below the new basic rate, and only up to the new basic rate.

Contracts that have **been** in force between June 28, 1985 and the date of signing of this Collective Agreement will be adjusted retroactively only insofar **as** the total negotiated remuneration is below the new basic rate, and only up to the new basic rate,

provided that the employee was still employed by the Corporation on the date of signing of the Collective Agreement.

#### 80.17.4 PRIOR CONTRACTS

The contracts entered into prior to the date of signing of this Collective Agreement are not modified by this Collective Agreement, with the exception **that** the remuneration shall be adjusted **as** provided for herein above and the other working conditions provided for in this article shall now apply.

#### 80.18 RIGHTS

Remuneration is all inclusive and includes all broadcast rights for use in all programs.

#### LEAVE AND BENEFITS

#### 80.19 HOLIDAYS

A.

- 1) The following shall be paid holidays :

New Year's Day

Good Friday

Easter Monday

The date proclaimed **as** the Reigning Monarch 's Birthday

Quebec National Holiday (in the Province of Quebec only)

Canada Day

**Labour** Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

**as well as** any other day officially proclaimed **as** a legal holiday by the Federal, Provincial or Municipal authorities in the **area** in which the place of employment is located. **When** a holiday is proclaimed by these authorities due to the fact that one of the holidays mentioned above falls **on a** Saturday or a Sunday, it is agreed for the purposes **of** this Collective Agreement that the

Saturday and/or Sunday or proclaimed holiday shall be deemed to be a holiday but not both.

If December 27 is proclaimed a holiday instead of December 26, one of the two **(2)** days, at the discretion of the Corporation shall count **as** a holiday for the purposes of this Collective Agreement but not both. The Corporation shall advise employees two (2) weeks in advance of which days it recognizes **as** holidays.

- 2) In addition, any other holiday **so** declared by the Corporation shall be **granted** to employees covered by this Article.
- 3) In addition, if Federal, Provincial, or Municipal authorities do not proclaim them **as** holidays, the Corporation will declare the following **as** holidays.

If New **Year's** Day falls on Tuesday, the 31st of December.

If New **Year's** Day falls on Thursday, the 2nd of January.

B. Employees shall not be entitled to holiday pay:

- 1) If they **refuse** to report for work on a holiday after they have **been** called,
- 2) If they were not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

C. When an employee works on a holiday listed in Article 80.19 A 1), at the Corporation's request, he/she will be paid an amount additional and equivalent to 3/10 of his/her weekly remuneration or according to the equivalent conditions agreed to between the Corporation and the employee.

When **an** employee works on a holiday listed in Article 80.19 A 2) and 3) at the Corporation's request, he/she will be paid an amount additional and equivalent to 2/10 of his/her weekly

remuneration or according to the equivalent conditions agreed to between the Corporation and the employee.

#### 80.20 ANNUAL LEAVE

The Commentator/Interviewer employee hired for a continuous period of forty (40) weeks or more, earns an annual leave credit of one day and a quarter (1 1/4) per calendar month where he/she is entitled to his/her remuneration for a least ~~ten~~ (10) working days. This annual leave must be taken after agreement with the Corporation about the period of absence.

**By mutual agreement of the Commentator/Interviewer and the Supervisor, annual leave may be scheduled and taken at any time during the term of the individual contract of employment.**

For contracts of lesser duration and for contracts on a per occasion basis, the Corporation shall pay a holiday compensation which is no less than 4%.

**This** compensation is paid in accordance with the existing practices at the effective date of the Collective Agreement.

#### 80.21 SICK LEAVE

Employees shall earn sick leave credits at the rate of one and a quarter (1 1/4) days per month of continuous service up to a maximum of ten (10) days. These sick leave credits are not payable and are lost if the service is interrupted, except when the interruption is for authorized leave of absence.

In addition H.R. Policy 4.10, "Special Short Term Disability Income Protection Plan (SSTD)", applies to employees governed by this Article.

#### 80.22 SPECIAL LEAVE

The Corporation's "Special Leave or Absence" (H.R. Policy 4.4) applies to employees governed by this Article.

### **80.23 PARENTAL LEAVE**

Notwithstanding Article **80.3**, Commentator/Interviewer employees hired **on** a weekly basis are entitled to parental leave in accordance with Article **42** of the present Collective Agreement.

Leave granted under this **article** 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 in the contract.

### **80.24 LEAVE - GENERAL**

No leave provided for in this Article will result in extending the term of a contract except for Parental Leave.

### **80.25 DAYS-OFF''**

**While Commentator/Interviewers must be available any day of the week in order to complete program assignments, they shall nonetheless be entitled to an average of two (2) days-off a week. It is recognized that these should be consecutive where possible and that every effort will be made to schedule these days-off as close as possible to the work week in question.**

### **80.26 OTHER BENEFITS**

The Commentator/Interviewer employee shall receive a supplement of 12.5% of his/her remuneration, up to a maximum of **\$7,000** per **annum**, in lieu of staff benefits. This supplement will be reduced proportionally in the event that benefit plans applicable to Commentator/Interviewer employees are introduced.

### **80.27 TERMINATION OF CONTRACTS**

A.

- 1) The contract may be terminated by either party, without penalty, within the eleven days preceding the first day of work set out in the contract.
- 2) The contract may be terminated by mutual consent between the parties, at any time during its term.

3) During the **term** of the contract, either party, **in** the case of a force majeure (eg. circumstances or events **beyond** the control of either contracting party), may **terminate** the contract by **giving notice to the other party, as follows:**

- **two (2)** weeks for a contract of **three (3)** to **six (6)** months duration;

- **four (4)** weeks for a contract of **six (6)** months to **one (1)** year duration;

- **failing this, the corporation shall pay an amount equal to the remuneration that the employee would have been entitled to receive for the period of the notice as prescribed by the above.**

However, when the Corporation terminates, (for a **reason** other than disciplinary) the contract of an employee with more than one (1) year of continuous service, it shall give him/her notice of **four (4)** weeks or, **failing this, the Corporation shall pay an amount equal to the remuneration that the employee would have been entitled to receive for the period of the notice as prescribed by the above.** In addition the Corporation shall pay the employee in a lump sum **equal to one (1) week of basic rate remuneration for every six (6) months or major portion of six (6) months of continuous service.**

## **B. CONTINUOUS SERVICE**

The Commentator/Interview employees employed year after year for a programming **season** with minimum of 39 weeks is deemed **to be on continuous service for the purposes of the Collective Agreement.** However, the duration of continuous service shall be equal to the aggregate total of the length of the various contracts.

### **80.28 NON-RENEWAL OF CONTRACTS**

After one (1) year of continuous service, the Corporation shall inform the employee of its intent **not to renew the contract by giving him/her four (4) weeks notice or, failing this, to pay him/her the remuneration corresponding to the notice.** In addition the Corporation shall pay the employee in a lump sum payment **an**



amount equal to one (1) week of basic rate remuneration per six (6) months or major portion of six (6) months period of continuous service.

The Commentator/Interviewer employee shall give the Corporation four (4) weeks notice if he/she does not intend to renew his/her contract. Notwithstanding any other provisions of this Collective Agreement, the contractual parties do not have to give any reasons for such non-renewal.

## 80.29 DISCIPLINARY MEASURES

Employees must be advised in writing of any complaint or accusation within twenty-one (21) calendar days following the date of which the Corporation becomes aware of the facts. Failing this the document in which it is expressed shall not become part of his/her record or give rise to a disciplinary action. The Local Union shall be informed that such a notice has been sent to an employee. The employee will be allowed to explain his/her version of the facts on the complaint or accusation at an interview before the Corporation communicates its decision. If he/she so desires, the employee may be accompanied by a Union representative at the interview. The employee may put in his/her file his/her written version of the facts. The Corporation shall inform the Local Union of the nature of its decision.

When the Corporation terminates a contract for disciplinary reasons, it shall give the employee a notice of:

- two (2) weeks for a contract of a duration of three (3) to six (6) months
- four (4) weeks for a contract of a duration of six (6) months to one (1) year
- failing this, the corporation shall pay an amount equal to the remuneration that the employee would have been entitled to receive for the period of the notice as prescribed by the above.

No employee shall be subject to a disciplinary measure without just and sufficient cause. Any disciplinary measure may be subject to the grievance procedure or referred to arbitration as per Article 54.13 and 54.14. During the arbitration the burden of proof rests with the Corporation.

Any complaint or accusation which is found to be unjustified must be withdrawn from the employee's file. Any disciplinary measure shall be withdrawn from the employee's file after two (2) years.

## ARTICLE 81

### TRAINING

#### 81.1

Employees are encouraged to identify their specific interests in career development to their Supervisor or Human Resources Officer. Selection of employees for training is based on operational needs and personal career development priorities as expressed by employees above. Details concerning current courses shall be provided on request by the local Human Resources Department or Location Manager, as applicable.

#### 81.1.1

The parties recognize that the provision of training under this Article is subject to funds being made available by the Corporation for the purpose of training.

#### 81.2

In addition, the Corporation shall periodically post on bulletin boards those training courses which are open to general participation by employees and for which employees may apply, showing the following information:

- Type of Course
- Date and location
- Prerequisite, if any
- Location where applications should be sent

### **81.2.1**

The employee will be advised **as** to why **he/she** was not selected to participate in a training course for which **he/she** specifically applied.

### **81.3**

In accordance with its educational policy the Corporation will, at its expense, send employees to courses when it is in the Corporation's interest or when it is a job requirement in order to encourage employees to develop and improve their job performance.

### **81.4**

Furthermore, the Corporation may grant leave without pay or **may** pay part or all of the registration and tuition **fees** of a course which **has** been approved by the Corporation and which the employee wishes to take providing such course relates to the type of work done by the employee.

### **81.5**

Recognizing the mutual benefits derived from training, while employees are attending a course they shall be paid at their regular salary rate. Where training occurs on an employee's scheduled day or **days-off**, **the** employee shall be given time off in lieu on the basis of a day-off for a day-off and all overtime and **penalty** provisions of the Collective Agreement will be waived.

### **81.6**

The Corporation agrees to pay the cost of tuition and books for second language (French or English) instruction for employees when required by operational and job requirements and subject to the acceptance of the employee by the applicable language school.

### **81.7**

When assigned training responsibilities a training premium will be paid in addition to **his/her** normal pay and other premiums.

These training responsibilities will include any or all of the following.

- the development and/or presentation of formal training programs
- theoretical and/or practical instruction
- evaluation of trainees complete with recommendations with respect to training objectives, programs and results.

Effective April 1, 1989 a premium of nineteen dollars and fifty cents (\$19.50) per day will apply for daily training assignments.

## ARTICLE 82

### X I AGREEMENT

#### 82.1

The parties hereto agree that this Collective Agreement is conclusive and that any matter not herein specifically dealt with shall not be subject to grievance or negotiations prior to the expiration of this Collective Agreement unless mutually agreed.

## ARTICLE 83

### TERM OF AGREEMENT AND RENEWAL

#### 83.1

Except as specifically provided the provisions of this Collective Agreement will take effect on May 6, 1991 and shall continue in effect until May 3, 1992.

#### 83.2

In the event that prior to the expiration date of this Collective Agreement either party desires to negotiate a new Collective Agreement, notice in writing by appropriately receipted mail shall be

given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of **this** Collective Agreement. If such notice is given by either party and no new Collective Agreement is reached, all the provisions of this Collective Agreement shall continue **to** be observed by both parties until ninety (90) days after the expiry date of this Collective Agreement or until seven (7) days after the report of the Conciliation Board is received by the Minister of Labour, or until advice **has been** received from the Minister of Labour, **as** set forth in Section 89, sub-section 1(d) of the Canada Labour Code.

### **83.3**

**Upon** receipt **of** notice from either party of a desire to negotiate a new Collective Agreement **as** provided in Article 82.2 above, a meeting shall be held between the parties **within** twenty (20) days for the purpose of negotiations, and further meetings shall be held **as** frequently **as** possible until settlement is reached or until either party notifies the Minister of Labour under Section 71 of the Canada Labour Code.

### **83.4**

If neither party gives notice of termination nor of a desire to negotiate a new Collective Agreement, this Collective Agreement shall be automatically renewed for a further **period** of one (1) year and from year to year thereafter.

## ARTICLE 84

### CONCLUSION

#### **84.1**

The parties to this Collective Agreement declare that it contains responsibilities and obligations for each party and that in signing the Collective Agreement the parties are bound during the Collective Agreement term to do everything they are required to do by the Collective Agreement **and** refrain from doing anything they are not permitted to do by the Collective Agreement. The parties **further** understand and declare that in case any provisions of this Collective

Agreement are now or hereafter inconsistent with any statute of Canada, or any Order-in-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

#### **84.2**

The provisions of the Appendices to this Collective Agreement form **an** integral part **of** the Collective Agreement except that in the case of conflict between one text and another, the provisions of the Collective Agreement shall prevail.

IN **WITNESS WHEREOF** the parties hereto have caused **this** Collective Agreement to be executed by their duly authorized representatives this **7th** day of **February 1992**.

CANADIAN BROADCASTING CORPORATION

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G rard Veilleux  
President

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Marie-P. Poulin  
Vice-president  
**Human** Resources

---

Stephen Cotsman  
Vice-president  
Finance

---

Jean-Guy Lessard  
Senior Corporate  
Industrial Relations  
Officer, Ottawa

---

Robert W. Service  
Manager, TV Operations  
English Television Network  
Toronto

---

Don Grant  
Director, Accounting Operations  
Finance and Administration

---

Enid Mills  
Manager, Administration and  
Finance  
English **Radio** Network  
Toronto

---

Mina Grossman  
Director of French Services  
Windsor

---

Jean Richer  
Director, Corporation Industrial  
**and** Talent Relations  
Ottawa

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(OFFICE AND PROFESSIONAL)**

---

**Bruce May  
President**

---

**Glenn Gray  
National Executive Committee  
Negotiations Chairperson**

---

**Pauline Lachaine  
Secretary-Treasurer  
Member of Negotiating  
Committee, Zone B**

---

**Alex Waterson  
Member of Negotiating Committee  
Zone C**

---

**Daunine Rachert  
Member of Negotiating  
Committee, Zone A**

---

**Kenneth Hopper  
Chief Negotiator**

---

**Gordon Johnson  
Director**

***Rick Leeder  
In Memoriam***



# APPENDIX "A"

## Grievance Form

# Grievance/Grief

(To be completed at location where grievance is lodged)  
(À remplir au lieu du dépôt du grief)

Location and Grievance No. / Lieu et n° du grief

Agreement involved / Convention visée

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

GRIEVANCE / EXPOSÉ DU GRIEF:

Grievor's Supervisor:

Chef de service du plaignant:

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

By whom? / Par qui?

SIGNATURES

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

Local meeting no. / N° de la réunion locale	Date
Action / Suite	
Second step / Deuxième étape	Date
Action / Suite	
Type of grievance / Nature du grief	

Grievor / Le plaignant

Representative / Le délégué

Date

CBC 334 BIL (2/84)

CORPORATE INDUSTRIAL AND TALENT RELATIONS SERVICE (OTTAWA)  
SERVICE NATIONAL DES RELATIONS INDUSTRIELLES ET DES RELATIONS AVEC LES ARTISTES (OTTAWA)

## APPENDIX "B"

### HUMAN RESOURCES POLICY NO. 4.1

Effective: 22 February 1979

#### ATTENDANCE AND ABSENCE

##### POLICY

The Corporation expects its employees to be present and at work on the days and during the hours prescribed. An employee may, however, be authorized to be late or absent from work and may be compensated either totally or partially for this period of absence in accordance with corporate policy.

The leave plan in force within the Corporation provides for the welfare of its employees by recognizing the need for employees to obtain rest from their work , and is a safeguard for earnings during illness or when coping with personal problems or obligations or unforeseen emergencies affecting the employee's immediate family.

##### APPLICATION

Where the terms of the collective agreements or individual contracts vary from these policies, the terms of the collective agreements or the individual contracts shall prevail.

##### 1. Attendance Control

The control of employee's attendance and the verification of time cards and leave applications is the direct responsibility of the immediate supervisor. Employees are required to submit all requests for leave to their supervisor for his/her recommendation or authorization and, except in the case of unforeseen emergencies or illness, may not proceed on leave until approval has been given.

Each application for leave becomes a part of the employee's attendance record, which is reviewed from time to time in the assessment of the employee's ability to meet the job requirements. Supervisors are to remind staff of the importance of maintaining a good attendance record.

Reasons for any absence from duty, including lateness, are to be reported to and checked by the supervisor who:

- authorizes time credits;
- confirms that hours worked have **been** devoted to CBC business;
- approves or recommends applications for leave;
- verifies that reasons for absence or lateness are acceptable **within** CBC policy;
- initiates action for pay adjustments **and/or** disciplinary measures **as** appropriate in accordance with provisions of the Corporation's policies and the collective agreements.

Applications may be subject to investigation where leave is requested **too** frequently or where there is reason to doubt the validity of an application. Leave obtained fraudulently will be considered **as** sufficient grounds for dismissal of an employee from the Corporation (**see** Policy 7.1, Discipline).

The forms to be used in applying for leave and the authorization required depend on the category of leave requested and the time and attendance reporting procedures applicable in the area.

## 2. Maintenance and Review of Attendance Records

Assistance is provided to supervisors by the **Human Resources office** which

- **maintains** leave and attendance records;

- provides a periodical review of the attendance record of each employee and of groups of employees, of sections, or of departments (these statistics may vary depending on local conditions or the level of supervision, e.g. they may compare department to department, region to region, union to **union**, etc. or may point out significant patterns);
- gives guidance in correcting **any** absenteeism (e.g. recurring absences in conjunction with days-off or holidays; recurring absences for the same or similar reasons; or a series of absences for unrelated reasons).

### **3. Excessive Lateness or Absence**

Whenever the number or frequency of **an** employee's lateness and/or absences appears excessive, the Human Resources office will advise the supervisor in writing to interview the employee to express concern about the employee's attendance and to try to determine the cause of the absenteeism.

After interviewing the employee, the supervisor should:

- (a) if it **seems** the employee's health is impaired, **ask** the employee to undergo a medical examination. When results of the medical examination are **known**, the supervisor should again interview the employee.
  - (i) if the results reveal **no** medical problem, the supervisor should urge the employee **to** improve attendance, failing which corrective measures could be applied. The conclusions of the interview should be agreed to in writing and signed jointly by the supervisor and employee.
  - (ii) if results reveal a medical cause for the employee's erratic attendance, the supervisor should consult the Human Resources **office** to find an appropriate solution.

- (b) if the problem has **been** identified and a jointly acceptable solution arrived at, advise the **Human** Resources office.
- (c) if the absenteeism is found to be **caused** by job dissatisfaction or disinterest, consult the **Human** Resources office about reassignment, relocation, etc.

#### **4. Unauthorized Absence**

When **an** employee fails to report for duty at the time scheduled, without obtaining permission, or without having **an** acceptable reason for absence, such absence will be considered **as** unauthorized.

In deciding whether lateness is excused or **unexcused**, the supervisor should be guided by the same criteria that apply to the authorization of absence for special leave or short term disability.

The principle of "no work - no pay" applies to unexcused lateness or unauthorized absence for which a pay adjustment will automatically be made, apart from any disciplinary action which may be taken.

#### **REFERENCES**

Policies **4.2** to **4.14**

#### **HUMAN RESOURCES POLICY NO. 4.2**

Effective: 1 July **1980**

#### **ANNUAL LEAVE**

#### **POLICY**

The purpose of **annual** leave is to ensure that each employee obtains a rest **from** work; therefore, it is considered desirable that each employee takes his/her entitlement of **annual** leave at one time. The

allocation of annual leave is **to** be made in such a **manner as** to ensure that neither undue strain nor disruption of the service will occur.

Normally, all annual leave is to be taken within the fiscal year following that in which it is earned. When operational requirements do not make this possible, annual leave may be carried forward to the next fiscal year, subject to the certification of the supervisor and authority of the area head.

## APPLICATION

### 1. Annual Leave Credits

For purposes of computing credits earned, any calendar month in which the employee is entitled to salary for a minimum of **ten** working days shall be taken **as** a full month of service. No credits will accumulate during periods of absence without pay, retiring leave, or long **term** disability.

The amount of annual leave granted to employees is based **on** the total years of service (not necessarily consecutive) **as specified:**

- a) in the applicable collective agreements for employees in bargaining **units**.
- b) in corporate instructions for those employees not covered by provisions of collective agreements.

### 2. Scheduling of Annual Leave

**An** employee should submit **his/her** request for **annual** leave in sufficient time to allow the supervisor to prepare a vacation schedule and to plan the work within the department.

**Annual** leave shall be granted on the basis of operational **requirements within the department, seniority within the**

Corporation, the employee's choice of time, and in accordance with the collective agreements where applicable.

Under the Canada Labour Code, the employee is entitled to take **annual** leave within **ten** months after the end of the fiscal year in which it was earned, i.e. January 31st for all CBC employees. Postponement beyond this date must be by mutual written agreement between the Corporation and the employee with a copy forwarded to the Department of Labour by the officer in charge of **Human** Resources.

When an employee has been authorized to carry forward his/her **annual** leave, all such leave should be taken **as soon as** it can conveniently be scheduled.

### 3. Employees on LTD

Employees on **Long** Term Disability are entitled to be paid for previously accumulated leave credits no later than ten months following the end of the fiscal year in which they are earned. This entitlement may be postponed only by mutual agreement of the employee and the Corporation and the agreement must be documented and filed with the Department of Labour.

### 4. Unexpected Annual Leave on Separation

**On** separation from **staff**, employees will receive:

- a) a cash payment at the basic salary rate for unused **annual** leave credits accumulated to the date of separation;

or

- b) an amount adjusted to the equivalent of 4% (or 6% for those with six or more consecutive years of service) of wages **as** defined by the Canada **Labour** Code, for the

period for which earned vacation has not been taken or compensated,

whichever is greater.

## HUMAN RESOURCES POLICY NO. 4.4

Effective: 1 July 1980

### SPECIAL LEAVE OR ABSENCE

#### POLICY

The Corporation ~~expects~~ its employees to be present and at work on the days and during the hours prescribed. However, the Corporation recognizes that there are occasions when ~~an~~ employee may be late or absent due to circumstances not directly attributable to the employee.

The Corporation also recognizes that there are occasions when employees must be absent from work because of difficulties or obligations that arise out of their dual role ~~as~~ CBC employees and ~~as~~ members of a family group. To this end the Corporation at its discretion may grant leave or time off with pay for all or part of such absence in order to allow the employee to deal with the situation.

In addition, the Corporation will grant sufficient time off with pay for citizenship obligations such ~~as~~ for voting, jury duty or when subpoenaed ~~as~~ a witness.

#### RESPONSIBILITIES

The supervisor must review carefully the circumstances for which special leave or absence is requested and, when recommending, must submit the application to the **Human** Resources Officer for authorization. When in doubt, the supervisor is urged to consult with the Human Resources Officer. In cases of emergency, the supervisor may give the employee permission to be absent; however



the application for special leave to cover the absence is subject to subsequent approval.

## APPLICATION

It is particularly important that managers review each case on its own merits, taking into account special circumstances and previous history when deciding on the legitimacy of the request or the amount of time off to be granted.

### 1. Bereavement

When a member of an employee's immediate family dies, the employee is entitled to bereavement leave for up to three days immediately following the day of the death. If any of the three days coincides with a normal working day, he/she is entitled to a normal day's pay for such days. The intent is to provide employees with three days off without loss of income. Travel time in addition to the three days may also be allowed depending on circumstances.

"Immediate family" means the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law of the employee and includes any relative permanently residing in the employee's household or with whom the employee resides.

### 2. Family Illnesses or Other Family Emergencies

For illness in the immediate family where suitable care has to be arranged, sufficient time off may be allowed for the employee to arrange such care. Each case must be examined on its own merits taking into account previous history, nature or seriousness of illness, availability of other assistance, etc.

For situations where an employee's presence is required to deal with other emergencies involving his/her family, time off may be granted. Each case is to be examined on its own merits, taking into account previous history and nature or seriousness of the emergency.

**3. Employee's Marriage/Divorce**

For **an** employee's marriage, five days with pay may be granted. For **an** employee's divorce, one day with pay may be granted if court attendance is required.

**4. Moving**

When an employee moves from one residence to another, the employee may be granted one day with pay.

**5. Maternity/Paternity**

(See H.R. Policy 4.13 - Maternity **and** Paternity Leave).

Note: Refer to Article 42

**6. Extreme Weather Conditions**

Employees are expected **to** make every effort to get to work under difficult weather or road conditions. Authorized lateness or absence with pay may be granted depending upon individual circumstances. When absence or lateness is widespread due to weather conditions, senior local management will decide on validity **and** amount of time to be granted with pay. Normally, leave with pay will not be granted if the public transportation system is operating.

**7. Transportation System Interruption**

Lateness due to **an** interruption in the local public transportation system may be authorized depending on individual circumstances. Employees are expected to make alternative arrangements to get to work. Leave will not be granted for this purpose.

## 8. Emergency Situations

Absence due to emergencies such as accidents or mechanical failures may be authorized at the discretion of management. The supervisor is expected to examine the employee's history of similar previous requests before authorizing the absence. Each case is to be examined on its own merits.

## 9. voting

Absence from duty shall be granted at the convenience of local management within the intent of applicable legislation to ensure that each employee **has** the opportunity to exercise his/her franchise in federal, provincial or municipal elections for which he/she is a qualified elector. Absence shall be granted only for that period of time which has to be added to the employee's off-duty time to comply with legislation. In exceptional circumstances, where the distance an employee must travel to vote requires it, a reasonable **amount** of additional time may be granted.

## 10. Court Attendance

When an employee is not personally involved in a court action, but **has been** either subpoenaed to appear as a witness in connection with any litigious matter or called for **jury** duty, he/she will be granted special leave. Special leave is not applicable when an employee is a litigant **and** must appear in court **on** this account. In such **case**, the employee may apply for **annual** leave or absence without pay.

## HUMAN RESOURCES POLICY NO. 4.7

Effective: 1 April 1977

### SICK LEAVE

#### POLICY

Sick Leave may be **granted** by Management to provide protection for an employee from loss of earnings when incapacitated for duty by illness or **injury**. The employee may apply for sick leave with pay against accumulated credits during **periods** of absence from duty due to illness or injury.

#### BACKGROUND

Eligibility for sick leave benefits

1. Employees who were on staff prior to April 1, 1977
  - a) who opted to remain under the provisions of the "old benefit plans" including sick leave.
  - b) who opted to join the new benefits plans package effective April 1, 1977 and had unused sick leave credits **as of** March 31, 1977 which are held in reserve for future **use** if **needed**, to supplement benefits available under STD and LTD plans.
2. Temporary employees who under their conditions of employment **earn** sick leave credits.

#### APPLICATION

In all cases of illness or injury, it shall be the employee's responsibility to **see** that his/her supervisor is notified **as soon as** possible. **When** requested, an employee will produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to perform his/her duties.

## 1. Sick Leave Credits

Sick leave credits are cumulative monthly. For purposes of computing credits earned, any calendar month in which the employee is entitled to *salary* for a minimum of 10 working days shall be taken **as** full month of service.

## 2. Advance of Credits

New employees, who during the first four months of service are absent due to illness or injury, may be granted up to five days sick leave with pay **as an** advance to be charged against future accumulation of credits.

## 3. Applying for Sick Leave

Employees who through illness or injury are incapacitated for duty shall submit, at the first opportunity, an application for sick leave **on** the appropriate form, in which the employee shall **state** that because of the nature of the illness or injury **he/she** was unable to **perform** his/her duties. However, upon request, **an** employee may be required to produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to **perform** his/her duties. Failure to produce this evidence may result in absence without pay for part, or all, of the **period** of absence. When sufficient credits are not available, the employee may be granted absence without pay (**see** Policy **4.12**).

## 4. Return to Duty

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

Before reporting for duty, **an** employee who **has been** absent because of **serious** illness or injury, or because of a contagious disease, must produce evidence of good health, satisfactory to the Corporation, showing that **he/she** has recovered and is able to resume normal duties. **Upon** receipt of such evidence, the

officer in charge of human resources will authorize the employee to return to duty.

#### 5. Medical Examination

The Corporation may require an employee to undergo, at any time, a medical examination by a medical doctor of its choice, and at its expense. This may be required when it is necessary to establish the state of health of an employee, or **as** a safeguard for other members of staff, or to determine the cause of excessive absenteeism.

**An** employee may request in writing that the results of such medical examination be given to the employee's personal physician.

#### 6. Resignation

When **an** employee has resigned, no sick leave may be granted to extend the employee's service beyond the effective date of resignation.

### REFERENCES

- Policy 4.6 - Disability Income Protection Plans
- Policy 4.8 - STD ~~Income~~ Protection Plans
- Policy 4.9 - LTD Income Protection Plans

**TABLE OF LEAVE CREDITS**  
**CUPE**  
**ANNUAL LEAVE CREDITS**

Vacation Earned for  
 Current Fiscal Year  
 (Stated in days)

<b><u>Completed</u> <u>Months of</u> <u>Service</u> <u>During</u> <u>Preceding</u></b>	<b>Less than 8 yrs <u>of Service</u></b>	<b>From 8 to 15 yrs <u>of Service</u></b>	<b>20 years of Service <u>or More</u></b>
1	1-1/4	1-2/3	2-1/12
2	2-1/2	3-1/3	4-1/16
3	3-3/4	5	6-1/4
4	5	6-2/3	8-1/3
5	6-1/4	8-1/3	10-5/12
6	7-1/2	10	12-1/2
7	8-3/4	11-2/3	14-7/12
8	10	13-1/3	16-2/3
9	11-1/4	15	18-3/4
10	12-1/2	16-2/3	20-5/6
11	13-3/4	18-1/3	22-11/12
12	15	20	25

**Whenever possible, Annual Leave is to be assigned during the period May 1 to November 30.**

**Applications for Annual Leave Credits must be submitted prior to April 1.**

**SICK LEAVE CREDITS      SPECIAL LEAVE CREDITS**

<b>Completed Months of Service</b>	<b>Earned Sick Leave Credits</b>	<b>Completed Months of Service</b>	<b>Earned Sick Leave Credits</b>
<b>(Months)</b>	<b>(Days)</b>	<b>(Months)</b>	<b>(Days)</b>
<b>1</b>	<b>1-1/4</b>	<b>1</b>	<b>1</b>
<b>2</b>	<b>2-1/2</b>	<b>2</b>	<b>2</b>
<b>3</b>	<b>3-3/4</b>	<b>3</b>	<b>3</b>
<b>4</b>	<b>5</b>	<b>4</b>	<b>4</b>
<b>5</b>	<b>6-1/4</b>	<b>5</b>	<b>5</b>
<b>6</b>	<b>7-1/2</b>	<b>6</b>	<b>6</b>
<b>7</b>	<b>8-3/4</b>	<b>7</b>	<b>7</b>
<b>8</b>	<b>10</b>	<b>8</b>	<b>8</b>
<b>9</b>	<b>11-1/4</b>	<b>9</b>	<b>9</b>
<b>10</b>	<b>12-1/2</b>	<b>10</b>	<b>10</b>
<b>11</b>	<b>13-3/4</b>	<b>11</b>	<b>11</b>
<b>12</b>	<b>15</b>	<b>12</b>	<b>12</b>
<b>13</b>	<b>Cumulative</b>	<b>13</b>	<b>to a max.</b>
<b>etc.</b>		<b>etc.</b>	<b>of 30 days</b>



## HUMAN RESOURCES POLICY NO. 4.11

Effective: 1 December 1967

### ABSENCE RESULTING FROM AN ACCIDENT WHILE ON DUTY

#### POLICY

This policy shall be governed by the provisions of the Government Employees' Compensation Act. For employees who are absent as a result of an accident while on duty, Management, at its discretion, may grant additional pay over and above that which is allowed by the Worker's Compensation Board **in** order to **maintain** the employee **on** full salary for a period of time determined by Management.

#### APPLICATION

##### 1. Pay and Leave Credits

In order to **maintain** salary payments, the employee will be placed **on** leave of absence with pay, and the Worker's Compensation Board will be advised against issuing compensation salary payments during the **period** that such leave is granted. The leave will not be charged against any of the employee's leave credits.

Claims not accepted by the Worker's Compensation Board will not be classified for leave purposes **as** an accident on duty, and will be automatically processed **as** sick leave or absence without **pay**.

**When** the Worker's Compensation board delays in reporting on the employee's claim, Management may at its discretion place the employee on sick leave, pending such report, in order to **maintain** the employee on full salary. **On** receipt of this report, sick leave credits will be rectified.

## 2. Return to Duty Following an Accident

Before reporting for duty following serious injury, an employee must produce evidence of good health, showing that he/she has recovered and is able to resume normal duties. Upon receipt of this evidence, the officer in charge of human resources will authorize the employee to return to duty.

### REFERENCE

Policy 7.6 - Safety and Accident Prevention

### HUMAN RESOURCES POLICY NO. 4.12

Effective: 1 February 1981

### AUTHORIZED ABSENCE WITHOUT PAY

#### POLICY

The Corporation will accommodate an employee's request for absence without pay to the extent that operational requirements can be maintained. Generally it is expected that the Corporation will incur no additional cost in accommodating such a request; however, if there will be an additional cost, a clear benefit to the Corporation must be demonstrated. Official requests for absence without pay for union activities will be dealt with in accordance with the provisions of the applicable collective agreement.

#### APPLICATION

1. Absence without pay will be granted, consistent with the policy statement above, in the following circumstances:
  - a) To provide a full three weeks' vacation where this has not been earned or to extend earned vacation by an equivalent amount.

- b) To retain **an** employee **on** the establishment where sick leave credits have **been** exhausted (applicable only to employees who did not opt for STD/LTD or whose applications for LTD have **been** refused).
- c) To pursue activities which could **enhance** the employee's present or potential value to the Corporation.

## 2. Implications of Absence Without Pay for the Corporation

The following points should be carefully considered by managers and supervisors in reviewing employee applications for absence without pay.

- a) In granting authorized absence without pay, the Corporation is committing itself to the re-employment of the individual at the expiry of the specified term, unless specifically otherwise agreed in writing by the employee either prior to or during the period of such absence.
- b) For absence without pay of sixteen weeks or less, the employee will be **guaranteed** the same job **on** return; for absence without pay exceeding sixteen weeks it may **only** be possible to guarantee re-employment in **an** equivalent position. **This** particular condition should be confirmed in writing **to** the employee prior to departure **on** absence without pay.
- c) Employees on absence without pay may be replaced temporarily by reallocation of work, temporary upgrading or promotion, or the hiring of **temporary**, casual or contract **staff**, or **non-staff** resources, provided this is consistent with the terms of any applicable collective agreements. The period of temporary upgrading or promotion, or hiring of replacements may not exceed the end of the period of authorized absence.
- d) Temporarily **hired**, upgraded, or promoted employees may not be confirmed in the position vacated by the employee on

absence without pay unless the position is posted and alternative employment or separation ensured for the absent employee.

### **3. Implications of Absence Without Pay for the Employee**

When **an** employee has made a request for absence without pay which conforms with the conditions above, the manager or supervisor should ensure that the employee is aware of the following implications:

- a) Salary and Corporation subsidies for health plans are stopped and accordingly **so** are payroll deductions. However, many of the benefit plans and insurances can be maintained if the employee arranges to pay the premiums to cover the **period** of absence without pay. It is the employee's responsibility to ensure that such premium payments to the Corporation are received prior to the due date. Failure to do so may result in loss of coverage.
  - i) Basic group life insurance will continue in force up to four months. After that, the employee must pay the premiums to cover the **period** of absence without pay **to a** maximum of eight additional months.
  - ii) For optional group life insurance, dependents' insurance, reducing **term** insurance, voluntary accidental death and dismemberment insurance, long **term** disability (LTD) income protection, **an** employee going on absence without pay may arrange to pay the premiums for a maximum **period** of **12** months. Such payment is **an** employee option, and coverage in these plans will cease 31 days after receipt of the **final** premium.
  - iii) Short **term** disability (STD) income protection ceases to apply, although LTD may be maintained **as** outlined in **(ii)**.

- iv) For basic provincial hospital/medical coverage in those provinces where premiums are paid, the employee may arrange to pay to the Corporation the rates applicable to maintain coverage during the **period** of absence.
- v) For supplementary health care, employees may arrange to pay to the Corporation the rates applicable to maintain coverage.
- b) Participation in the pension plan is suspended if the employee receives **salary** for less than 15 days in a calendar month. There may, however, be **an** exception to this rule for absences deemed by the President to be in the public interest.
- c) Leave credits will accumulate only for **any** calendar month in which the employee receives pay for a minimum of ten **working days**.

Employees should be advised to consult with their Human Resources department for detailed explanations of the applicable items.

#### 4. Authorization

After consulting with **Human** Resources, the department head can authorize absence without pay if he/she is in a position to **guarantee** re-employment on return. If he/she is not in a position to offer this guarantee, the request must be submitted for authorization to the higher level which can give this **guarantee**.

Every request for absence without pay for a **period** exceeding one year must be authorized by the vice-president of the component concerned.

## REFERENCES

Policy 1.3 - Staff on Assignment Outside the Corporation

Policy 7.7 - Political Activity

## HUMAN RESOURCES POLICY NO. 4.14

Effective: 1 April 1968

### RETENTION OF LEAVE PRIVILEGES BY FORMER CIVIL SERVANTS

#### POLICY

The accumulation of leave credits by former public service employees who join the Corporation shall relate to their service with the Corporation. Credits accumulated while working in the Public Service may not be transferred.

**Those** former civil servants who had leave credits transferred at the time of their employment by the Corporation under provisions of previous legislation will retain the benefit of such credits.

APPENDIX "C"

HUMAN RESOURCES POLICY NO. 4.5

Effective: 15 May 1978

HOLIDAYS

POLICY

The Corporation recognizes the public holidays proclaimed by federal, provincial and municipal authorities, and subject to operational requirements, will grant time **off** with pay for such holidays. Employees required to work, or with regular days off scheduled **on** a holiday, will be compensated either with time off and/or overtime pay. Other holidays may be declared, either locally or corporately **as** applicable in recognition of certain dates observed by custom or practice.

APPLICATION

The holidays which the Corporation recognizes are **as** follows:

1. General Holidays which apply to employees at all locations in Canada **are**:

New <b>Year's</b> Day	<b>Labour</b> Day
<b>Good</b> Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

2. Local Holidays which are proclaimed **as** public holidays by provincial or municipal authority **and** are **observed** in the area in which the place of employment is located.

- a) In **Alberta**, British Columbia, Manitoba, Ontario and Saskatchewan - first Monday in August.

- b) In Quebec - St. John the Baptist Day.
- c) In the Maritimes - Municipal holidays.

**3. Corporation declared holidays** - Dates established by the Corporation **as** holidays either nationally or locally, although there is no legal requirement to observe holidays on these dates.

a) At all locations

- January 2nd, when January 1st **occurs** on a Thursday.
- December 31st, when January 1st occurs on a Tuesday.

b) Local holidays (Newfoundland) recognized by the Corporation although there is no legal requirement for such observance.

**4. Holidays falling on Saturday or Sunday** - When New Year's Day, Canada Day, Remembrance Day, Christmas or **Boxing** Day fall on a Saturday or a Sunday the date officially established for the holiday will be observed **as** the holiday for all employees.

**Those** employees who regularly have Saturday and Sunday **as** days **off** will be given **an** alternate day **off** either **on** the working day preceding or the working day following the holiday.

**5. Holidays occurring during Annual Leave** - Employees on vacation will not be charged for a day of annual leave credits for any holiday occurring **during** a period of vacation.

**6. Entitlement to pay for holiday** - Eligibility **for** holiday pay **may** be determined by provisions of the **Canada Labour** Code - Part III, articles in collective agreements, and Corporation policies on leave. The status of the employee, **and** the type of holiday are also factors which affect **the** entitlement to pay for a holiday.



## APPENDIX "D"

### HUMAN RESOURCES POLICY NO. 4.6

Effective: 15 May 1978

#### DISABILITY INCOME PROTECTION PLANS

##### POLICY

To provide protection for **an** employee from loss of earnings when incapacitated for duty due to illness or injury, the Corporation has established plans to maintain full or partial salary in accordance with conditions of the plans that are applicable **to** the employee.

##### APPLICATION

###### 1. Eligibility

The following plans for which various categories of employees may be eligible **are** listed below:

- Sick Leave
- Short Term Disability (STD)
- Long Term Disability (LTD)
- Special ~~short~~ Term Disability (SSTD)
- **Injury** leave for accidents on duty which are compensable under provisions of Government Employees' Compensation Act.

The conditions of each of these plans are outlined in the corresponding policy instruction. The eligibility of **an** employee for **benefits** under any of these plans is dependent **on** the conditions of employment and **any** optional choices that may have **been** available to the employee regarding coverage by these plans. (~~See~~ Section A).

## 2. Reporting Absence

**In** all cases of illness or injury, it shall be the employee's responsibility to **see** that his/her supervisor is notified **as soon as** possible. When requested, an employee will produce satisfactory evidence (submitted by a medical practitioner) of his/her inability to **perform** his/her duties.

## 3. Return to Duty

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

Before reporting for duty, **an** employee who has been absent because of **serious** illness or injury, or because of a contagious disease, must produce evidence of good health, satisfactory to the Corporation, showing that he/she has recovered and is able **to** resume his/her **normal** duties. **Upon** receipt of such evidence, the officer in charge of human resources will authorize the employee to return to duty.

## 4. Medical Examination,

The Corporation may require **an** employee to undergo, at any time, a medical examination by a medical doctor of its choice, and at its expense. This may be required when it is necessary to establish the state of health of an employee, or **as** a safeguard for other members of staff, or to determine the cause of excessive absenteeism.

**An** employee may request in writing that the results of such medical examination be given to the employee's personal physician.

**ELIGIBILITY FOR DISABILITY  
INCOME PROTECTION PLANS**

<b><u>Employee Category</u></b>	<b><u>Sick Leave</u></b>	<b><u>Special Short Term Disability</u></b>	<b><u>Short Term and Long Term Disability</u></b>
<b>Individual contract (Performers payroll with U.I. deductions)</b>	<b>N/A</b>	<b>After 13 <del>weeks</del> of continuous employment</b>	<b>N/A</b>
<b>Casual</b>	<b>N/A</b>	<b>After 13 weeks of continuous employment</b>	<b>N/A</b>
<b>Temporary</b>	<b>Based on earned credits</b>	<b>After 13 <del>weeks</del> of continuous employment</b>	<b>N/A</b>

<u>Employee Category</u>	<u>Sick Leave</u>	<u>Short Term Disability</u>	<u>Long Term Disability</u>
Regular			
1. On Staff before April 1/77			
and			
a) opted to remain on sick leave plan	Based on <b>earned</b> credits	N/A	N/A
b) opted for new plan	Unused credits as of Mar. 31/77 are banked	Benefits for 85 days paid at full basic salary or 2/3 pay depending on length of service in accordance with schedule given in plan	After 85 days of disability, non-taxable benefits equivalent to 60% of basic pay
2. Joining staff on or after April 1, 1977 (new plan)	N/A	(as above)	(as above)

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## APPENDIX "E"

### HUMAN RESOURCES POLICY NO. 4.8

Effective: 1 April 1977

#### SHORT TERM DISABILITY INCOME PROTECTION PLAN

#### POLICY

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Short Term Disability Income Protection (STD) benefits may be granted by Management to protect an employee **against loss of** basic **salary** when incapacitated by illness or injury (other than work-oriented, compensable illness or injury) which requires the employee to be absent from duty.

#### APPLICATION

##### 1. Employees on Staff Before April 1, 1977

STD benefits are available to all eligible regular, full time employees on staff prior to April 1, 1977, who chose to participate in the new Group Life Insurance and Disability Income Protection benefit plans. Employees who did not choose to participate in these new benefit plans continue to be governed by the **terms** and conditions of the existing Corporation Sick Leave policy 4.7.

##### 2. Employees Hired **On Or After** April 1, 1977

STD benefits are applicable automatically **as** a condition of employment to all regular full time employees hired on or after April 1, 1977. Temporary, casual, part time and exclusive services contract employees are not eligible for STD benefits but are governed by the **terms and** conditions of employment **as** applicable to each of the above categories of employee.

### 3. Notification

In cases of illness or injury, employees must notify their supervisors in accordance with departmental or location procedures and their collective agreements **as** applicable. **Upon** request, employees will produce satisfactory evidence (submitted by a medical practitioner) of their inability to perform their duties. Such evidence will normally be requested before the employee's **return** to work. Failure on the employee's part to produce the required evidence may result in absence without pay for all of the **period** of absence.

### 4. Benefits

STD Benefits are available **to** all eligible employees on the **basis** of length of service with the Corporation and in accordance with the following schedule.

<u>Service</u>	<u>At 100 % Basic Salary</u>	<u>At 66 2/3 % Basic Salary</u>
3 months to 1 yr.	10 working days	75 working days
1 year <b>to</b> 2 yrs.	20 working days	65 working days
2 years to 3 yrs.	30 working days	55 working days
3 years to 4 yrs.	40 working days	45 working days
4 years to 5 yrs.	50 working days	35 working days
5 years to 6 yrs.	60 working days	25 working days
6 years <b>to</b> 7 yrs.	70 working days	15 working days
7 years or more	85 working days	---

#### **NOTE:**

For employees who have a basic salary rate less than the maximum level of insured **earnings**, overtime and other earnings during the last 20 weeks of insurable employment will be used in determining the amount of benefits payable when the 66 2/3 % rate under the STD plan **becomes** applicable to such employees.

Benefits will increase **as** the employee's service with the Corporation increases, and such increase in these benefits will take place automatically **on** the employee's anniversary date of hiring to a regular full time position with the Corporation.

New employees who are absent from work due to illness or injury during the first three months of service with the corporation may be granted up to five (5) days of **100% STD** benefits.

## 5. Reinstatement

Since these benefits are non-cumulative, an employee's STD benefits will be automatically reinstated in full **on** the employee's return to work for one full tour of duty following an absence due to illness or injury.

In the event of recurrence of the **same** illness or **as** a direct result of the same injury, **an** employee who is again absent from work within a thirty (30)calendar day **period** following the original absence, will continue to utilize STD benefits for the **number** of days still remaining following the first absence.

## 6. Medical Examination

The Corporation may require an employee to undergo, at any time, a medical examination by a medical doctor of its choice, and at Corporation expense. **This** may be required when it is necessary to establish the state of health of **an** employee, or **as** a safeguard for other employees, or to determine the cause of excessive absenteeism. Should **an** employee be required to undergo a medical examination under such circumstances, the employee may request that the results of such medical examination be given to the employee's **personal** physician.

Employees who have **been** absent due to **serious** illness or contagious disease must produce satisfactory evidence of **good** health and of their ability to resume their normal duties.

## 7. Resignation

When an employee resigns from the Corporation, STD benefits will not be utilized to extend the employee's service beyond the effective date of resignation, nor will they be utilized to permit the employee's absence from work for any reason other than illness or injury prior to the effective date of resignation. Cash payment in lieu of STD benefits will not be granted.

## 8. Responsibilities

Supervisors are responsible for monitoring and controlling the use by employees of STD benefits. They will notify the local **Human** Resources department when an employee **has** been absent five consecutive days or more, and will ensure that the required forms are completed and submitted **as soon as** possible.

The **Human** Resources department shall interpret this policy, provide **data** and assistance where **an** when necessary and **maintain** records of STD benefits available **to** each employee.

### HUMAN RESOURCES POLICY NO. 4.10

Effective: 15 May 1978

#### SPECIAL **SHORT** TERM DISABILITY INCOME PROTECTION PLAN

#### POLICY

The CBC Special **short** Term Disability Income Protection Plan (SSTD) provides wage loss protection when incapacitated by illness or injury to those categories **of** employees who are required to pay Unemployment Insurance premiums but **who**, under the conditions of their employment, are not eligible for participation in the short term and long term disability plans available to regular full time employees.



## DEFINITIONS

In this policy:

**TERM EMPLOYEE** refers to the following categories of employees who may be eligible for benefits under the SSTD plan:

- a) Temporary
- b) Casual
- c) Persons **on** individual engagement contract **on** Performers Payroll.

**INSURABLE EARNINGS** refer to earnings on which Unemployment Insurance premiums are paid.

## APPLICATION

### 1. Eligibility

The term employee must have insured **earnings from** employment with the Corporation for at least 13 continuous weeks and would then become eligible **on the** first of the month following completion of the 13 weeks of continuous employment.

### 2. Requirement of Recent Employment

The term employee is required to have insurable **earnings** from employment with the Corporation during the calendar week of disability **or** during the **two** calendar weeks immediately preceding the week in which the disability occurs.

### 3. Determination of Benefits

Benefits under the plan are payable for a **period** of 15 weeks subject to a waiting **period** of 14 calendar days. **This** means that benefits are payable **on** the 15th **day of** continuous disability, or upon expiration of accumulated sick leave credits where applicable, whichever is the later.

Where the **term** employee **has 20** or more weeks of insured earnings from the Corporation in the last 52 calendar weeks, the amount of benefit payable will be **66 2/3%** of the employee's average insurable earnings from the Corporation during the most recent 20 weeks.

Where the **term** employee has less than 20 weeks of such insured earnings in the last 52 calendar weeks, the amount of benefit payable **will be 66 2/3%** of the employee's total insured earnings divided by the number of weeks of insured earnings in the last 52 calendar weeks.

#### **4. Reinstatement of Full Benefits**

##### a) New Disability

The term employee must have 4 weeks of insured earnings from employment with the Corporation since the termination of the last short term disability income claim.

##### b) Recurrence of the Same Disability

For a recurrence of the same illness or disability, the employee must have 13 weeks of insured earnings from employment with the Corporation during the most recent 52 calendar weeks and since the termination of the last covered disability.

#### **5. Benefit Limitations**

Benefits under the plan are not payable in the following situations:

- a) When the term employee is not under the care of a licensed physician or doctor.
- b) When the disability is a result of an occupational illness or injury covered by Worker's **Compensation** Board or **Canada** or Quebec Pension Plan Disability benefits.

- c) When the disability results from intentionally self-inflicted injuries or disease.
- d) When disability results from service in any naval, **military** or air force.
- e) When disability results from riots, wars or wilful participation in disorderly conduct.
- f) When disability results from **injury** or **disease** sustained while committing a criminal offence.
- g) When disability results from **an** employee engaging in **an** occupation or employment for wage or profit other than with the Corporation.
- h) Benefits will not be payable to **persons** who are on strike or who have **been** locked out.
- i) Benefits will only be paid to the date employment is scheduled to terminate, provided that the disability commenced after the employee was notified of the **termination** date.

## APPENDIX "F"

### HUMAN RESOURCES POLICY NO. 4.9

Effective: 1 April 1977

#### LONG TERM DISABILITY INCOME : AN

### POLICY

The CBC Long Term Disability Income Protection Plan (LTD Plan) provides income protection to all eligible employees who become disabled as defined in the Plan and are unable to continue to perform the duties of their regular occupation.

### APPLICATION

#### 1. Eligibility

Participation in the LTD Plan is a condition of employment for all employees hired to regular, full time employment with the Corporation on and after April 1, 1977. Staff employed on exclusive services contracts or on a casual, temporary, part time, or relief basis are not eligible to participate in this Plan.

#### 2. Benefits

LTD Plan benefits will be paid to a disabled employee commencing on the 86th consecutive working day of the disability and will continue until the earlier of the employee's recovery of good health, retirement at normal retirement age (65 years), or death.

The benefit payable from the LTD Plan will be an amount equal to 60% of the disabled employee's basic salary at the date of commencement of the disability (maximum \$2,700.00 per month), less any amounts the employee may be entitled to receive from the Canada/Quebec Pension Plan, the CBC

Pension Plan, the Government Employees Compensation Order (Worker's Compensation) or any other Group or Association LTD Plan to which an employee may belong by reason of membership in a specific trade or profession.

The amount of LTD Plan benefits being received by an employee will be increased annually, on the first day of January, based on the amount of cost of living increase indicated by the Canadian Consumer Price Index, but in no case shall this increase exceed 4% of the LTD benefit being received by an employee.

**3.** Premiums

**Employees enrolled** in the LTD Plan will pay the full premium ~~costs of the Plan as~~ determined from time to time, and any **LTD benefits** received by an employee from this Plan will be non-taxable income in accordance with Department of National Revenue regulations.

**4.** Premium Waiver

Employees receiving LTD benefits will be exempt from paying those premiums normally required for any optional insurance plan(s) in which the employee may be participating at the date of disability, **as well as** employee contributions to the CBC Pension Plan, for the period the employee continues to receive LTD benefits.

All such insurance protection will continue in force **and** the employee will continue to accumulate pensionable service while in receipt of LTD benefits.

**5.** Rehabilitation Program

Employees qualifying for and receiving benefits under the LTD Plan will, where medically feasible and **as soon as** circumstances permit, be required to engage in an appropriate program of rehabilitation **as** approved by the Plan

underwriter(s), and such program will continue until the employee is able to return to work on a full time basis, or until benefits under the LTD Plan cease to be payable as defined in the Plan.

## 6. Employment Guarantee

**An** employee receiving LTD benefits who recovers from the disability and is able to return to work, but is unable to perform the duties of his/her former position, is guaranteed employment within the Corporation in a position which is compatible with the employee's training, skill, education and experience. No employee will be obliged to accept a position which does not take these factors into account or one which is not suitable to the employee's physical or mental condition.

The salary **an** employee will receive **upon** return to work under the above circumstances will be at least equal to the salary the employee was receiving at the date of commencement of the disability and, if such salary is above the salary scale for the position, it will be frozen **until** the salary scale **of** the new position equals the salary **being** received by the employee.

## 7. Sick Leave Credits

Effective April 1, 1977, all sick leave credits accumulated to March 31, 1977, by employees on staff prior **to** April 1, 1977, who elected to participate in the LTD Plan will be "frozen". Such credits will be banked for each employee and may be utilized under the following circumstances:

- a) **An** employee with less than seven years of service **may use** accumulated sick leave credits to maintain 100% salary under the provisions of Short Term Disability Income Protection (STD) Plan.

- b) **An** employee with seven or more years of service may use accumulated sick leave credits **after** the expiry of the STD benefits and prior to receiving LTD benefits.
- c) **An** employee who is actively at work, may withdraw from participation in the LTD Plan and discontinue payment of LTD premiums, when the employee's age plus accumulated sick leave **and/or** STD benefits **are** sufficient to guarantee disability income protection to the date **on** which **he/she** will retire and begin **to** receive a pension under the CBC Pension Plan.

**An** employee planning to take early retirement who wants to withdraw from the LTD **Plan** under this provision must make written application to do **so**. Such an application, once accepted by the Corporation, is irrevocable.

- d) **An** employee who is disabled, is receiving LTD benefits, and attains an age where **his/her** accumulated sick leave credits are sufficient **to** guarantee disability income protection to **normal** retirement date, may withdraw from the LTD Plan and elect to proceed **on** sick leave. The *salary* to be paid to **an** employee under these circumstances will be the current *salary* then in effect for the classification of the position (or an equivalent position) which the disabled employee occupied at the date of **becoming** disabled.

## **8.** Withdrawal from LTD Participation

In addition to the provisions of 7 c) and d) above, an employee who is at least 60 years of age may also withdraw from participation in the LTD Plan **and** discontinue payment of LTD premiums, **on** the date **on** which **he/she** accumulates full pension rights under the CBC pension plan (i.e. 35 years of pensionable service).

## 9. Salary

When an employee **begins** to receive LTD benefits, the salary being received **on** the date LTD benefits **begin** will be **frozen**. The employee will not receive any further salary adjustments except for changes in salary scales negotiated with an effective date prior to the date the employee began receiving LTD benefits.

The Manager of Employee Benefits will be advised by Corporate Manpower Data Services should any employee **in** receipt of LTD benefits be entitled to such a **salary** adjustment.

## REFERENCES

Policy 4.6 - Disability Income Protection Plans  
Policy 4.7 - Sick Leave  
Policy 4.8 - STD



## APPENDIX "G"

### 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 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 **use** 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. An allowance of \$10.00 per night will be paid to an employee who stays at a private residence.

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 **condition** 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

## HUMAN RESOURCES POLICY NO. 5.1

### APPENDIX A

#### 1. Travel Allowances - Canada

(Effective **1** May **1987**)

a) To meet the cost of meals and incidental expenses such as laundry, valet services, gratuities, and other personal expenses, a **per diem** allowance of **\$38.00** (\$2.50 per hour for part days to a maximum of **\$38.00**) applies. **This** per diem is the sum of **\$6.50** for breakfast, **\$8.50** for lunch, **\$16.50** for dinner and **\$6.50** for incidentals.

b) Actual Expenses

Employees travelling on one day trips cannot claim per diem, but are permitted to claim for individual meals 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 expenses **may also** be allowed if itemized **and** receipted wherever possible.

#### 2. Mileage/Kilometre Allowance

(Effective **1** May **1987**)

a) Rate A

In Ontario, New Brunswick, Nova Scotia, P.E.I. and British Columbia, **27** cents per kilometre, (**43 cents** per mile);

In Manitoba, Saskatchewan and **Alberta**, **24.5** cents per kilometre, (**39.5** cents per mile);

In the **Yukon** and N.W.T., **33.5 cents** per kilometre, (**54** cents per mile);

In Quebec, **28 cents** per kilometre, (**44.5 cents** per mile);

In Newfoundland, **28.5** cents per kilometre, (45.5 cents per mile);

- b) Rate B  
(at request of employee)

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

or as **specified** in the collective agreements for employees in **the** corresponding bargaining units.

**3.** Travel Allowance - U.S.A.  
(Effective **1** May **1987**)

A per diem of **\$40.00** in U.S. currency (**\$2.60** per hour for **part** days **to** a maximum of \$40.00) applies.

## APPENDIX "H"

### HUMAN RESOURCES POLICY NO. 5.2

Effective: 1 October 1980

#### TRAVEL OUTSIDE CANADA

##### POLICY

The Corporation will provide allowances for all reasonable expenses incurred by persons authorized to travel on Corporation business outside Canada.

##### DEFINITIONS

TRAVEL OUTSIDE CANADA shall **mean:**

Travel from Canada to any other country or foreign territory.

Travel, beyond their immediate area of operations, by CBC employees based outside Canada.

Travel from one foreign country to another that is authorized by and is the financial liability of the Corporation.

##### APPLICATION

The conditions provided under Application of the Travel Canada Policy (5.1) are also applicable to Travel Outside Canada with the exception of the following sections:

- Authorization for Travel and Travel Allowances
- Travel Arrangements
- Allowances



## 1. Per diem allowances

When travelling outside **Canada**, employees may claim the cost of accommodation plus a per diem to meet the cost of meals, normal laundry and valet services, gratuities and other personal expenses as follows:

- a) the per diem for travel to U.S.A. is set out in Policy 5.1, **Appendix "A"**.
- b) For travel in countries other than the U.S.A., the employee may choose:
  - i) a per diem of **\$28.00** (Canadian) (**\$1.80** per hour to a maximum of **\$28.00**); or
  - ii) a per diem based on a list of rates published by corporate **Human Resources** and available at all local **Human Resources** offices;or
  - iii) if the rate quoted in ii) is deemed to be inadequate by the employee's supervisor, upon submission of appropriate documentation (receipts, menus, explanations, etc), a revised per diem rate may be authorized by corporate Human Resources if recommended by the senior **Human Resources** Officer of the component.

## 2. Authorization

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**.

### 3. Co-ordination

The officer authorizing the travel outside **Canada** shall ensure that, to the best of his/her knowledge, there has been appropriate consultation and coordination with other areas of the Corporation to avoid **unnecessary** duplication of travel.

### 4. Travel Advance

The travel advance will be issued:

- by the Travel Section, upon receipt of an authorized CBC 466, Part 1.
- by the officer in charge of a foreign office upon receipt of appropriate authorization.

### 5. Cost of Exchange for Foreign Currencies

Employees will be reimbursed for the cost of exchange for obtaining foreign currencies when supported by receipts. Foreign currency should be obtained at Canadian banks whenever possible.

### 6. Travel Accident Insurance

Employees are covered by insurance which the Corporation obtains to provide for the following conditions:

- a) Travelling assignments on CBC business anywhere in the world with coverage for \$25,000 insurance.
- b) For assignments requiring an employee to travel on Corporation business within a "war risk area" as defined by the underwriters, the amount of insurance coverage is increased to \$200,000.

No allowances may be claimed for the cost of any **premiums** for insurance obtained individually by the employee.

**REFERENCE**

**Policy 5.1 - Travel - Canada**

**Issued 1 July 1984**

## APPENDIX "I"

### HUMAN RESOURCES POLICY NO. 5.3

Effective: 22 February 1979

#### LOCAL TRANSPORTATION

##### POLICY

When an employee requires transportation on **Corporation** business, or to work at more than one place in the same local/metropolitan area on the same day, the CBC will pay for the transportation or grant an allowance.

##### DEFINITION

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. Types of Transportation

Consistent with economy and the efficient conduct of CBC business, employees, when authorized, should use: public transportation, CBC **owned** or rented vehicles, or taxi-cabs in that order of preference.

Reimbursement is by Petty Cash voucher (CBC 13 Bill). If the amount exceeds petty cash limits, Request for Advance (CBC 466) should be used. Receipts must be provided for all **taxi** fares above \$10.00. In many locations, CBC has implemented a **taxi** voucher system, but this should be **used** only by locally-based employees.

Allowable expenses are:

- fares **on** public transit systems
- taxis, if no taxi voucher system is in effect
- cost of extra assistance in handling equipment.

## 2. Private Automobile

Employees may use their **own** automobiles only when the automobile is properly insured against public liability and property damage, and prior authorization has **been** obtained from the supervisor.

**HOWEVER**, the **CBC** assumes **no** liability for any personal loss or injury which might result from such use. It remains the sole responsibility of the employee to provide **adequate** protection.

Reimbursement is at the rate specified in Appendix A of the Travel - **Canada** policy (5.1) or **two** dollars per day (whichever is the greater) for each day the automobile is used on **CBC** business, plus **parking**, toll and ferry charges.

At **northern** locations, the rate is **also as** specified **in** Appendix "A" except that the minimum is three dollars per **day**.

Special provisions apply to film cameramen, transmitter technicians and **Sales** department employees involved in direct selling. For details, please **see** the relevant terms of employment for these employees.

## 3. Chauffeur's Licence

When the Corporation requests an employee **to** obtain or renew **a** provincial licence to operate trucks or other vehicles, the **costs** will be reimbursed by the **Corporation**.

The Corporation will pay these costs only for those employees who are requested by the Corporation to maintain such licenses to drive CBC vehicles on a regular or occasional basis.

**4. Local Transportation - Between Work and Home**

Although the Corporation considers it the employee's responsibility to get to and from work at his/her own expense, it recognizes that in unusual circumstances and in accordance with local practice a supervisor may authorize taxi service or a mileage/kilometre allowance from the workplace to that employee's home or return.

Supervisors should ensure that such authorization does not become routine and that it is used only for unusual situations.

Depending on local conditions, management may set further limitations or restrictions on the use of taxis or mileagekilometre allowances for this purpose.

Issued 15 May 1981.

## APPENDIX "J"

### HUMAN RESOURCES POLICY NO. 5.6

Effective: 1 May 1988

#### RELOCATION EXPENSES

##### POLICY

The Corporation will reimburse employees for certain expenses related to a move. It is the intent of the Corporation to relocate employees **as** quickly and efficiently **as** possible with a minimum of disruption in their lives; and to avoid prolonged separation **between** employees and their families. Extravagant expenses however, will not be underwritten nor will payments be made which will result in financial gain to the employee.

NOTE: Expenses resulting from misinterpretation or mistakes will not be a basis for reimbursement.

##### DEFINITIONS

Employer Requested Moves • are moves which are specifically requested by the Corporation and include the relocation of regular employees which result from the normal staffing and selection process.

Responsibility Centre Manager (RCM) • RCM refers to the person in line authority who is authorized to commit the funds **necessary** to pay for relocating the employee in accordance with the items outlined in CBC 210.

Temporary Accommodation • this term applies to the period during which furniture is being packed, shipped, and unpacked at the new location. It includes accommodation, if any, required during the time it takes to ship the furniture to the new location.

Interim Accommodation • Interim Accommodation is the period of accommodation required when the new accommodation cannot be occupied for reasons beyond the control of the employee. If after arrival of the furniture, the employee still cannot occupy his/her home for a valid reason, this type of accommodation may be authorized. (See para 10.)

## APPLICATION

### 1. Eligibility

#### a) Employer Requested Moves

The RCM may allow full relocation expenses and allowances as provided for in this policy or may negotiate less than full expenses by identifying them on form CBC 210. This estimate must be approved by the RCM requesting the move. If less than full relocation expenses are to apply the approved estimate must indicate the items allowed and/or the items specifically disallowed.

Minimum expenses to be allowed in employer requested moves are as follows:

- i) Furniture moving expenses including cost of moving one vehicle.
- ii) Cost of transportation and travel accommodation for employee and dependants as outlined in paragraph 8.
- iii) Cost of temporary accommodation for the employee and dependants as outlined in paragraph 9.

Any further provisions of the policy to apply must also be identified in advance in writing to the Relocation Coordinator at Head Office.



b) Non-Staff Employees on Establishment

This policy also applies to non-staff individuals **hired** on contract who occupy positions on the Corporation's establishment.

- c) . Other Non-Staff Employees  
. New Appointee Relocations  
. Employee Requested Relocations

Normally no relocation assistance is provided for employee requested relocations, for new appointees, nor for non-staff individuals other than those referred to in b) above. In some special cases however, some relocation expenses may be negotiated during the selection phase of a staffing action. The employee is to be advised in advance in writing of the specific provisions of this policy which will apply (with a copy to the Relocation Coordinator at Head Office).

d) **Non-Staff** Individuals in Freelance relationship

Non-staff individuals in a freelance relationship are not **permitted** any relocation assistance.

e) Foreign Postings or Isolated Locations

For transfers outside Canada or to Isolated Locations all allowances may not apply because of the costs involved. Depending on circumstances, relocation expenses to apply may be negotiated. The employee is **to** be advised in advance in writing with a copy to the Relocation Coordinator at **Head** Office of precisely what expenses will be allowed.

2. Responsibilities

- a) The RCM is responsible for:

- i) selecting the successful candidate for the position to be filled.
  - ii) approving the Estimate of Relocation Expenses (CBC 210) which commits the funds to be expended to effect the move. It should be noted that the RCM cannot approve or commit **funds** for relocation expenditures which exceed dollar limits covered by this policy nor may he/she approve items which are not provided for in this policy.
- b) Local Human Resources at Departure Location - The local Manager of Human **Resources** is responsible for:
- i) assisting the employee in developing the Estimate of Relocation **Expenses** (CBC **210**) in **accordance** with the wishes of the RCM.
  - ii) initially counselling the employee with respect **to** the Corporation's Relocation Policy. A booklet is available **from** local **Human Resources** explaining the Corporation's relocation program.
  - iii) obtaining the information **necessary** for the Relocation Coordinator at **Head Office** to initiate the relocation assistance plans such **as Home Disposal Plan**.
  - iv) requesting **an** estimate of mover's costs from the Relocation Coordinator at **Head Office**.
  - v) consulting the Relocation Coordinator for all interpretations of **this** Policy.
- c) Local Human Resources at New Location
- Local Human Resources at the new location is responsible for reviewing the final settlement of the

relocation claim to ensure that expenses claimed have ~~been~~ in accordance with Policy and Estimate CBC 210.

- d) Relocation Coordinator - The Relocation Coordinator at Head is responsible for:
- i) administering the Home Disposal Plan including all related CBC contact with the employee and the Relocation Company.
  - ii) administering relocation assistance plans such as the ~~Interest~~ Free Loan Policy.
  - iii) interpreting the Relocation Expenses Policy.
  - iv) assigning a moving company in accordance with section 6.
  - v) arranging for all movers including the ordering of estimates and approving invoices for payment. ~~No~~ movers' invoices for relocating employees will be paid without approval of the Relocation Coordinator.

### 3. Residence Sale at Point of ~~Departure~~

Homeowners, when authorized, may choose to sell their single family home either directly through a realtor or through the Corporation's Home Disposal Plan.

a) Selling Through The Home Disposal Plan

If selling through the Home Disposal Plan, the employee must abide by the conditions outlined in Appendix "A". ~~This~~ plan is not available to employees with revenue producing property, rural property exceeding ~~two~~ acres, mobile homes, ~~summer~~ cottages, Co-op Housing, unregistered condominiums, nor property exceeding \$275,000. Homeowners who have attempted to sell their

home privately or directly through a realtor will not be eligible for the Home Disposal Plan. If the employee owns more than one house, assistance will be provided for the principal residence only.

**b) Selling Directly Through A Realtor**

If selling directly through a realtor the employee may claim the cost of real estate commission and legal fees.

**c) Mortgage Discharge Penalties**

The Corporation will pay mortgage discharge penalties up to a maximum of three months mortgage interest.

**d) Financial Arrangements**

The Corporation will not be responsible for costs related to interim financing, bridge financing, temporary loans or other financial arrangements in connection with the sale of the property.

**e) Rental of Former Residence**

Homeowners who decide to rent their former residence may claim cost of legal fees and advertising to obtain a tenant. When the employee and dependants are occupying a permanent residence at the new location and the former residence remains vacant prior to renting, the operating costs of the former residence for up to three months will be allowed (e.g. taxes, insurance, mortgage payments, utilities, etc.)

**f) Breaking Lease**

Employees renting their present residence may claim costs of breaking a lease up to a maximum of three months' rent.

#### 4. House Hunting Trip

Although a house hunting trip **may** be provided, it should not be looked upon **as** an entitlement. It should **only** be permitted if it is cost effective. Fewer than the maximum of five **days** **may** be required if the employee is familiar with the new location.

##### a) Transportation

Transportation, accommodation, and per diem allowances for a period of five **days** plus a maximum of two **days** travel time is permitted for an employee or spouse or both to search for accommodation at the new location.

##### b) House Hunting Services

**House** hunting assistance is available at **many** CBC locations when searching for either rental or real estate accommodations. The Relocation Coordinator at **Head** Office should be consulted prior to the **House** Hunting Trip.

##### c) Local Transportation At New Location during House Hunting Trip

**Local** Transportation assistance is provided while house hunting **as** follows:

- i) Cost of a Category "A" (sub-compact) car rental at CBC rates (See Car Rental Director), or
- ii) Mileage rate "B" (See Travel Regulations H.R. Policy 5.1, Appendix "A") for use of a private vehicle, or
- iii) Public Transportation (excluding taxis).

d) Child Care Expenses

An employee may be assisted financially with child care costs incurred during a house hunting trip provided that the dependants, other than the spouse, residing in the house **are** all under 16 **years** of age.

The following costs may be reimbursed:

- i) Five dollars per day for each day the children are left in the care of an adult friend or relative who does not normally reside with the family, or
- ii) Up **to** a daily maximum of **\$35.00** per day to either:
  - . a commercial organization providing child care services upon presentation of a receipt on or accompanied by, a statement made on the company's letterhead; or
  - . an individual who provides child care services to a number of clients on a regular basis, upon presentation of a receipt bearing the individual's **SIN** number, and the dates when the services were provided. The individual providing the service or the employee must certify that the individual who provided the service also provides such services on a regular basis to a number of clients.

5. Obtaining Residence at New Location

a) Residence Purchase

Legal fees charged in connection with buying a residence may be claimed including **tax** on transfer of title to property. The Corporation will not pay for additional items such **as** a mortgage finders fee, structural inspection fee or for surveying the property. The corporation however, will pay for a mortgage appraisal

up to a maximum of \$200.00. The cost of high ratio mortgage insurance will also be reimbursed but only if a high ratio mortgage was in place in the previous house.

b) Rental of New Residence

Rental agents **fee** or advertising **costs** up to a total of \$500.00 may be claimed.

6. Mover's Services

The Corporation has **an** arrangement with several major moving companies who provide services in accordance with **an** agreed tariff. These companies cannot accept initial phone calls from employees. All requests for estimates or **services** must be channelled through the Relocation Coordinator at **Head** Office.

a) The Corporation will pay for packing, moving and unpacking of **personal** household effects including the following items **and/or** services.

. Servicing of appliances (disconnecting, bracing, bolting etc for shipment and for normal installation that does not require alterations).

. Disassembling and assembling waterbeds, pool tables **and** grandfather clocks.

. Pets up to a maximum of \$200.00 all inclusive including boarding fees. The Corporation will not however, pay for shipping live fish or **non** domestic animals such **as** horses.

. **Plants** may be **shipped** in the moving **van** but will be at the employee's **risk**.

. Items of special value such **as** antiques, paintings, collections, **furs**, musical instruments etc. may be

shipped but will be at the employee's risk. Special insurance will be the employee's responsibility.

- b) The Corporation will not pay for the costs involved nor for moving items in the following list. These are items specifically provided for by the allowance for miscellaneous expenses (paragraph 11).

- . Special services such as TV Dish or antenna connection or disconnection.

- . House cleaning at either end. If the employee vacates a house which requires cleaning, the Corporation will arrange for cleaning with the cost being deducted from the one month's allowance.

- . Rug installation.

- . Disassembling or assembling equipment such as above ground pools, garden sheds, picnic table, lawn furniture, play equipment, gym equipment, work bench, radio towers, etc.

- . **Cost** of additional wiring, plumbing or venting of appliances.

- . Shipping frozen food, firewood, patio blocks, or building materials such as lumber, bricks, cement.

- . Shipping explosives and other flammable items such as paint, solvents, bleaches, aerosol cans, ammunition, propane tanks etc.

- . Shipping heavy or massive items such as airplanes, solaria, boats, outboard motors, trailers, large movers or farm equipment (see 6.c).

- . Shipment of antique cars or cars that are not operable.



- . Unusual crating requirements for antiques, paintings, furniture, collections, musical instruments, electronic equipment etc.
- . Special insurance for antiques and other items of value covered by the basic insurance coverage.
- . Extra pickup and delivery of household effects except with prior approval of the Relocation Coordinator.
- . Charges for **gaining** access to stored items.
- . Cleaning, fumigating or moth proofing.
- . **Altering** locks.
- . **Tuning** of pianos or other instruments.

The Corporation reserves the right to exclude or disallow from shipment articles of **unusual** size or weight and/or which are not considered to be household furnishings, or which require special handling, preparation or transport.

c) Personal Automobiles

The Corporation will pay the cost of moving two automobiles or the cost of driving them to the new location. If only one car is being moved the company will pay for moving a second vehicle such as a boat, trailer, snowmobile etc. up to the cost of moving a second car. Highway vehicles are to be driven, not shipped if the distance is **less** than 800 kilometres. Automobiles will not be shipped if they **are** not operational. The Corporation reserves the right to limit shipping costs to the **book** value of the automobile.

d) Temporary Storage

The employee is expected to coordinate his/her vacancy date at the old location with the date of occupancy at the new location in such a way that temporary storage of furniture is not required. The high cost of handling for storage purposes should therefore be avoided.

Temporary storage requires approval of the Relocation Coordinator.

7. Employee Precedes Family

When an employee is required to **begin** work at the new location prior to relocating the family, allowances and expenses will be provided in accordance with one of the following options:

- a) **An** allowance not exceeding **\$500/month** to cover living expenses when living in private accommodation or in a room-and-board type situation, or;
- b) Living costs incurred in commercial accommodation
  - i) rent for furnished bachelor apartment within the medium cost range **as** verified by local **Human Resources**. For periods of 3 months or less, an apartment hotel may be **used**, plus
  - ii) cost of parking, cable television, telephone rental and electricity, plus
  - iii) an allowance of one-half of the daily per diem rate. **This** allowance is not be claimed for days when the employee is travelling on Corporation business nor when the employee returns home for short periods.
  - iv) While the employee is separated from dependants, the Corporation will pay transportation costs for one

trip home every third weekend until the dependants join the employee at the new location.

## 8. Transportation and Travel Accommodation

The Corporation will pay:

- a) the cost of one-way transportation of the employee and dependants to the new location. When the distance is less than 800 kilometres the employee and dependants **are** expected to drive their automobile(s). When the distance to be travelled exceeds 800 kilometres one day travel time will be allowed for each 550 kilometres. For greater distances the employee may choose to ship the vehicle and travel by bus, **train** or economy air.
- b) the cost of accommodation and a **per** diem allowance to cover meals and incidental expenses en route. Per diem rates will be based **on** full per diem for the employee and spouse, two-thirds per diem for dependants age **18** and over, and half **per** diem for dependants under age **18**.
- c) If accommodation at a private residence is used by the employee and/or family a total allowance is **\$13.00** will be allowed for each day that the accommodation is used by the employee and dependants.

**NOTE:** Any extra costs incurred **as** a result of personal stopovers or side trips are the responsibility of the employee.

## 9. Temporary Accommodation

In addition to the days en route, a total of two days of Temporary Accommodation may be claimed by the employee and/or his/her family. **These** expenses are intended to cover the period while the furniture is being packed, shipped and unpacked.

## 10. Interim Accommodation

In unusual circumstances, when unloading and unpacking does not immediately follow the arrival of the furniture Interim Accommodation may be authorized.

If the new residence cannot be occupied because of other reasons beyond the control of the employee, Interim Accommodation and per diem may be provided for a period not to exceed 15 days.

When interim accommodation beyond 15 days is required and where the employee's supervisor is satisfied that the employee was unable to occupy permanent accommodation beyond 15 days the employee may be reimbursed for the cost of accommodation **only**. No per diem or living expenses will be paid during this extended period.

**An** employee who chooses to build or buy a house which is not yet completed will be not be eligible for Interim Accommodation or other allowances beyond the 15 day **period**.

## 11. Allowance for Miscellaneous Expenses

Employees with household effects **to** be transported may be allowed the equivalent of one month's basic salary at the new rate in effect on the **date** of transfer to the new establishment. This allowance is **to** cover such items **as** alterations, installation charges, new licences, school uniforms and other items such **as** those outlined in 6.b).

If less than full relocation expenses are allowed, miscellaneous expenses up to a maximum of one month's salary may be allowed. **These** must be itemized **on** CBC 210 and approved in advance.

The allowance for miscellaneous expenses should be viewed **as** consisting of two components **as** follows:

- a) The first \$500.00 of **this** allowance will be considered by Revenue **Canada** as non-accountable, non-taxable providing the statement "Appendix "B"" is signed by the employee.
  
- b) **The** balance of **the** allowance is considered taxable and an amount **as** prescribed by Revenue **Canada** will be withheld at source and will eventually appear **on** T-4 slips at year end. The transferee should retain receipts for all employee paid expenditures related to the relocation. **Some** of *these* may be claimable when filing the employee's income tax return. Please refer to local **Human** Resources for a list of expenses which are considered non-taxable by Revenue **Canada**.

## **12. Spousal Job Search Assistance**

**As** a result of relocating, the **spouse** of the employee may have to find new employment. The Corporation will provide assistance to a maximum of \$2,000 to an employee's **spouse** who currently works full-time and wishes to find a job in the new location. Expenses permitted are **as** follows:

- a) Transportation, accommodation and a per diem allowance for up to five days maximum.
  
- b) Reimbursement for assistance in preparing a résumé provided **the** claim is supported by an invoice.
  
- c) Reimbursement for the services of a job counsellor providing the claim is supported by an invoice.
  
- d) Reimbursement for child care expenses in accordance with 4.d).

## **13. Interpretation and Exceptions to Policy**

Exception to policy must be approved by the Vice-president, **Human** Resources.

Interpretations of policy are to be made by the Corporation Manager, Leave Plans and Working Conditions at ~~Head~~ Office. Disputes over the interpretation of policy are to be resolved by the Vice-president, Human Resources.

Requests for interpretation or for approval of exceptions to policy must be forwarded by the HRM to the Corporate Manager, Leave Plans and Working Conditions who will submit them as required to the appropriate authority for consideration.

NOTE: Expenses resulting from misinterpretation or mistakes will not be a basis for reimbursement.

**14. Procedure for Obtaining Advances and Settling Claims**

a) \$500.00 Non-Taxable Relocation Allowance

Once the transfer has been approved the employee will be permitted to obtain the \$500.00 cash advance provided he/she signs the form (Appendix "B").

b) Approved Relocation Allowance (less \$500.00)

The employee may draw 50% of the balance of the approved relocation miscellaneous allowance. The other 50% will be withheld for income tax purposes. T-4 slips at year end will be adjusted accordingly.

c) Other Cash Advances

Other advances will not have ~~tax~~ withheld but may require adjustment for taxes at the ~~time~~ of settlement of the claims or be included in T-4 slips at year end.

d) Claim Settlement

Employees should be aware that certain items and allowances claimed may be considered taxable requiring the adjustment of T-4 slips at year end.

- e) claims must be settled within three (3) months from date of relocation.

## REFERENCES

- Policy 5.7        - Relocation Expenses • Foreign Postings  
Policy 5.10      - Interest-Free Loans on Relocation  
Policy 6.6       - Relocation Expenses on Retirement • Management Employees

## HUMAN RESOURCES POLICY NO. 5.6

### APPENDIX "A"

#### HOME DISPOSAL PLAN

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

### CONDITIONS

1. The Home Disposal Plan when authorized is applicable only to employees who **own** single family, residential dwellings, or **rural** property of two acres or less. The Plan does not apply to income producing property nor to any property appraised at more **than** \$275,000.
2. The Plan is limited to the sale of homes in **Canada**.

3. The Plan applies only to relocations involving individual employees; it is not applicable when groups of employees are involved, unless the Corporation specifically determines that it is in the best interest to apply the Plan, in whole or in part, to such group relocations.
4. After relocation is approved, to **remain** eligible for the Home Disposal Plan, employees must not have listed their home with any real estate agency or have **made** any attempts to sell their home privately.
5. Any eligible employee who decides not to participate in the Plan may then claim only for other relocation expenses **as** authorized by Corporate policy. **Any** claim for extra compensation due **to** inability to dispose of a home will not be considered.
6. The employee may choose one of the relocation companies who are authorized to act **as** agents of the Corporation. Names **of** these companies are available from the local **Human Resources** department. Employees must adhere to the requirements established by **the** selected company and once selected **no** change in the relocation company is permitted.
7. Questions concerning eligibility of employees for the Home Disposal Plan, **and** for interpretations of the Plan, are to be referred to the Corporate Manager, Leave Plans and Working Conditions, **Head** Office. The Corporation reserves the right to deny the **use** of the Home Disposal Plan to any employee where it deems that such **use** would be detrimental to the best interest of the Corporation.

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### INSIBII Y

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



## PROCEDURES

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

APPENDIX "B"

**TO WHOM IT MAY CONCERN**

For purposes of the ~~administration~~ of the Income ~~Tax~~ Act, this is to certify that ~~as~~ a result of ~~a~~ relocation

from \_\_\_\_\_

to \_\_\_\_\_

I have incurred expenses amounting to \$500 or more.

I will ~~keep~~ the necessary documentation and vouchers to substantiate this claim.

I also understand that the first \$500 of any non-accountable Relocation Allowance is not ~~to~~ be considered a taxable benefit when used to pay relocation expenses. The remainder of the Allowance (in excess ~~of~~ \$500, if any) will be taxable benefit.

Date \_\_\_\_\_

Signature \_\_\_\_\_

APPENDIX "K"

AN RESOURCES POLICY NO. 1

Effective: 15 May 1978

RETIREMENT

POLICY

Retirement is **based** on age and takes place on the last working day of the month in which the employee reaches the age of sixty-five.

Employees may elect early retirement under the circumstances outlined below.

APPLICATION

1. Separation of the employee is processed **on** a **CBC 396** form, submitted to Head Office at least **three** months before the effective **date** of retirement.
2. The Human Resources department will contact the employee to make arrangements for pension, group life, hospital and **medical** plans upon retirement.

Normal Retirement

3. The **Area** Head will be **advised** by Human Resources at least nine months before employees reach the age of **65** in order to plan for replacements.
4. Pre-retirement counselling is provided five to **ten years** before an employee retires.

## Early Retirement

5. In order to plan for replacement, the Area ~~Head~~ should be advised **as soon as** possible, but at least three months before employees plan to take early 'retirement.
6. Employees **aged** sixty or more, with twenty-five years of contributory service, may retire with a non-actuarially reduced pension based on years of pensionable service.
7. Employees may retire **on** actuarially reduced pension any time within the ten year period preceding the date when they would first qualify for a non-actuarially reduced pension.
8. Employees who wish to retire early should provide at least three months notice, **to** ensure that payments and arrangements for medical plans, etc., can be made at the right time.
9. In case of early retirement, the employee may wish to consider the advantages of taking retiring leave instead of severance pay, thereby adding to pensionable service and increasing pension.

## REFERENCES

Policy 4.2 - Annual Leave  
Policy 6.2 - Severance Pay  
CBC Pension Plan and Group Life Plan

group or groups of employees **are** affected. It is further understood that the Committee is not empowered to amend or change any of the provisions of any of the collective agreements except by mutual consent of the parties to that Agreement.

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JEAN-GUY LESSARD  
Senior Corporate Industrial  
Relations Officer

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KENNETH HOPPER  
Chief Negotiator

CANADIAN  
BROADCASTING  
CORPORATION

CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
BROADCAST COUNCIL  
OF CUPE

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ESTABLISHMENT OF ESD & FSD  
SUB-COMMITTEES  
OF  
CONSULTATIVE COMMITTEE ON STAFF BENEFITS

BASIC PREMISES

In **recognition** of the fact that:

- a. certain portions of the Employee Benefit Plans program such **as,**
  - i) CBC Pension Plan
  - ii) CBC Group Life Insurance Plan, (i.e., Basic, Optional, Reducing Term, Dependent's Insurance and Old GLI **Plan**)
  - iii) **short** & Long Term Disability Income Protection Plans

- iv) CBC Travel Accident Insurance Plan
  - v) Voluntary AD & D **Insurance** Plan, are national in **scope** and application and, **as** such, any **amendments/changes** must be implemented **on** a national basis, and
- b. certain portions of the program such **as** basic and supplementary hospital/medical **and**, where applicable, dental plans **may** be regionally oriented, and
  - c. regional/provincial legislation, work habits, local customs, etc., may have a **bearing upon**, or be affected by the present provisions of the existing Employee Benefits Plans package, either in whole or in part,

the following re-structuring of the **CCSB** will apply.

### **STRUCTURE**

An "ESD" Sub-committee of the **CCSB** will represent all **staff** in

- Newfoundland Region - Prairie Region
- Maritime Region - **Alberta** Region
- **Toronto** Region - **B.C.** Region
- **Head** Office - Northern Services
- Ottawa Area

An "FSD" Sub-Committee of the **CCSB** will represent all staff in

- **Quebec** province - **EHQ** - **and** **Moncton** - **FSD**

The existing **CCSB** will be retained to address **those** items which are national in **scope** and application, and to review those items of a regional nature which will be presented **to** the **CCSB** by **either** of the above Sub-committees.

## COMPOSITION

The composition of the **two** Sub-committees above will comprise employee groups represented by **recognized** bargaining agents and the management and confidential groups, with **a** Chairman to be appointed by the Corporation, subject to the approval and acceptance by the Sub-committees.

## FUNCTIONS

Each of the Sub-committees will investigate, review and recommend **on** the establishment, modification and/or administrative requirements of existing and/or proposed benefit plans programs which fall within each Sub-committee's appropriate areas **of** responsibility **as** outlined under BASIC PREMISES, paras **b.** and **c.** above. Such recommendations will be brought to the CCSB by the respective Chairman **of** the Subcommittee or his/her delegate.

Similarly, any initiatives taken by the Sub-committee relative **to** those benefit plans which are national in **scope** will involve contributions from both Sub-committees to the CCSB, and vice versa, subject to procedures to be developed jointly.

All such recommendations will **then** be submitted to the CCSB for review, coordination and presentation to Corporate Management for acceptance and implementation, subject to the By-Laws of the CCSB and the approval of the appropriate bargaining unit.

## VOTING TION

Voting membership of each of the Sub-committees will be as follows:

### "ESD" Sub-committee

CUPE - Production  
CUPE - O&P  
NABET  
CWSG  
SEIU  
CTPDA  
Assn. of Produced  
Directors, Toronto  
NRPA  
Management  
Confidential

### "FSD" Sub-committee

CUPE  
CTPDA (Moncton)  
NABET (EHQ)  
SGCT  
NABET (GCMI)  
CWSG  
L'Association des  
Realisateurs - Radio  
L'Association des  
Realisateurs -TV  
STRF  
SEPQA  
Management  
Confidential

The Sub-committee(s) or **any** of the members may invite observers and/or technical advisors who shall have voice but **no** vote.

## POWERS

**The** powers of the Subcommittees will parallel **those** which presently are described **as** the powers of the CCSB.

## GENERAL OPERATING RULES/PROCEDURES

Sub-committee operating rules/procedures will be determined individually by each committee.

ACCEPTED **AND** APPROVED BY THE CCSB AT THE OCTOBER 24, 1980, MEETING.

Ottawa, Ontario.  
October 24, 1980.



APPENDIX "M"

LETTER OF UNDERSTANDING

Pension Plan

Mr. Kenneth Hopper,  
Senior Officer, Broadcast Council:

**This is** to confirm the Corporation's commitment **to the** Union during negotiations that it is agreed the Corporation will supply to the Union a copy of any proposed **amendments** concerning the Corporation's Pension Plan through the Consultative Committee on **staff** Benefits.

Yours very truly,

JEAN-GUY LESSARD  
**Senior** Corporate Industrial  
Relations Officer

CANADIAN BROADCASTING CORPORATION

APPENDIX "N"

LETTER OF UNDERSTANDING

Jurisdiction  
Announcer-Operators and  
Technician-Announcers

Mr. Michael Sullivan  
Mr. Kenneth Hopper

**This** will confirm the understanding reached between representatives of NABET and Council of CUPE Broadcast Bargaining Units (**on** behalf of employees in the Office and Professional Group) and the Corporation with regard to jurisdiction of announcers and announcer-operators or technician-announcers.

Without prejudice to the rights which flow from the certification awarded to both NABET and CUPE by the **Canada** Labour Relations Board:

- (a) The Council of CUPE Broadcast Bargaining Units (**on** behalf of the Office **and** Professional Group) **notes** that the jurisdiction **of** staff announcers is **as** set out in Article 58 of the CBC/CUPE Agreement (June 29, 1980 to June 27, 1982), in particular Article 58.2 and Article 58.5 which establishes certain areas of exclusive jurisdiction at locations where announcer-operator or technician-announcer positions are established. CUPE notes also Article 58.3.2, which guarantees to announcers the right of **equal** opportunity to compete for assignments in non-exclusive areas of activity. In **this** Article, the Corporation "undertakes not to increase the jurisdiction of any other party in a form or manner which would effectively reduce the area of assignment of such work **to** announcers";
- (b) The parties to this understanding recognize that the inclusion in the CBC/NABET Agreement of an Article or Articles dealing with jurisdiction does not in any way change the intent

or the application of the CBC/CUPE Agreement **as** referred to above. Specifically, the granting by the Corporation to **announcer-operators** or technician-announcers, in locations where such positions are established, of exclusive jurisdiction over the **same** functions mentioned in the CBC/CUPE Agreement, together with the sharing of this jurisdiction among announcers and announcer-producers and **announcer-operators, technician - a** , at locations where such positions in both bargaining units **are** established, merely recognizes the situation that **has** existed heretofore. All parties concur in the understanding that announcers and announcer-producers are in **no** way precluded from performing such functions in these same locations either **on** assignment or when they are employed **on** a permanent basis. **Announcer-operators** and technician-announcers, however, **may not perform** such exclusive functions in locations where **announcer-operator** or technician-announcer positions are not established,

- (c) Any evidence of intent and/or application of the relevant provisions of the CBC/CUPE Agreement will be **taken** into account by NABET and the Corporation in the disposition issues under the corresponding provisions of the CBC/NABET Agreement, particularly with reference to Article 64.2.2 NABET, which deals with an area of shared jurisdiction with reporters and editors of the CWSG (TNG) and SGCT bargaining **units**;
- (d) It is recognized that the Corporation **has** the right to determine the number of **staff** in these classifications, to establish either or both categories of employees in **a** single location, and **to** make work assignments in accordance with the Job Specifications/Classification Profiles for each classification. The intention of **this** understanding is to **maintain** the status quo **as** between the two bargaining **units** and it therefore does not confer **on** any of **the** parties **any** rights which they do not already possess, with respect to the assignment of work **to** employees in one of the other bargaining **units**. If either **Union** believes the Corporation has violated this undertaking,

it **has** the right **to** take action through the grievance procedure. However, any dispute arising directly **between** NABET and CUPE, or **between** announcers or announcer-producers, announcer-operators or technician-announcers **as** a direct result of this dual jurisdiction, will be settled directly **between** the **two** Unions without recourse to the grievance procedure;

- (e) **The** Corporation guarantees that the introduction of the classification of technician-announcer in the NABET bargaining unit will not threaten the job security of staff announcers or reduce their existing complement in the O&P Bargaining Unit. The Corporation shall advise the Union(s) of any proposed changes in the status quo.

**This** understanding will remain in effect until at least 3 July 1988 or the expiry of the CBC/NABET Agreement whichever is later and will apply **to** the parties to this understanding or their successors.

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Jean-Guy Lessard, CBC

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Kenneth Hopper, CUPE

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Michael Sullivan, NABET

APPENDIX "O"

September 13, 1980

Mr. Gordon Johnson  
Senior ~~Officer~~  
CUPE/CCBBU  
21 Florence Street  
Ottawa, Ontario  
K2P 0W6

Dear Mr. Johnson,

RE: CBC/CUPE (O&P) Agreement  
Letter of Agreement  
Position Evaluation

Since the Union's challenge to 28 O&P Classification Profiles **has** been outstanding for a protracted period of time, the parties agree that their early resolution is a matter of greatest urgency. Consequently, the parties undertake to convene their respective Evaluation Committees **as** established under Article 13 with the specific mandate to ~~seek~~ resolution, acceptable to both parties, **on** the largest possible number of the 28 (O&P) Classification Profiles in dispute.

To ensure the greatest opportunity for success, the parties undertake to appoint representatives equipped to deal with these matters and prepared **to** spend the **necessary** time to achieve success.

It is further agreed that meetings will be established of such duration and frequency (**no less than one** meeting a month, **of** one (1) week duration) to enable the **necessary** resolutions to be found. The **Union** will advise the Corporation by June 30, 1981 which Classification Profiles **remain** unresolved.

Notwithstanding the provisions of Article 13.4.5, such unresolved Classification Profiles are to be referred directly to arbitration under

the provisions of Article 56, failing which they are considered agreed.

The arbitrator shall be **selected** by mutual agreement of the parties. It is agreed that the selection of **an** arbitrator, if necessary, **need** not be limited **to** the arbitrators listed in Article 56.

This agreement is limited to the following classifications **only**:

CLASSIFICATION	SALARY GROUP
Sales Service Representative Information Services	7, 8
Representative (Regional)	8
Production Assistant (Radio)	5-6
Research Assistant	
Public Relations Representative	8
Public Relations Assistant	5, 6, 7
Commentator, Agriculture and Resources	7-8-9
Receptionist	3, 3-4
Senior Record Librarian	7
Duplicating Equipment Operator	3, 4, 5
Senior Clerk	6, 7
Senior Clerk Accounting	6, 7
Clerk	2, 3, 4, 5
Clerk Accounting	4, 5
Press Relations Officer	8, 9
Jean-Guy Lessard	Barrie Davis
R.F. McLaughlin	Gordon Johnson
Paul Kells	Alex Waterson
Paul Cardinal	Wally Leard

## APPENDIX "P"

### HUMAN RESOURCES POLICY NO. 5.4

Effective: 1 November 1980

#### ALLOWANCES AND EXPENSES ISOLATED LOCATIONS

##### POLICY

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

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

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

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

## DEFINITIONS

**For** the purpose of this policy

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

- a) The spouse of the employee, or former **spouse** in respect of whom the employee is legally obligated to provide the necessities of life, including a person certified by statutory declaration **as** living continuously with the employee and being publicly represented **as** the employee's spouse.
- b) One for whom the employee is eligible to claim a personal exemption under the Income Tax Act, or
- c) **An** unmarried child, stepchild, adopted child, or legal ward who does not qualify under subparagraph b) and is in full time attendance at an educational institution.
- d) Any other relative of the employee, if such relative is a member of the employee's household and is wholly dependent upon **him/her** for support by reason of mental or physical infirmity;

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

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

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



**ISOLATED LOCATION** shall mean a CBC establishment located at any of the places **on** the list of Isolated Locations in the H.R.

**Notebook**, which may be revised at any time.

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

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

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

## **APPLICATION**

### **1. Period of Allowances**

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

**These** allowances shall continue until:

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

isolated location while receiving allowances for travel or relocation expenses.

## 2. Part-time employees

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

## 3. Absence of employee

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

## 4. Payment of allowances while absent **from** location

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

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

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

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

**5. Payment of allowances during absence of dependents**

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

- d) **When** a dependent establishes temporary residence at an isolated location with the employee, allowances will be increased from the single to married rate, from the date of arrival to the date of departure of the dependent.

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

## 6. Payroll procedures for isolated allowances

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

## 7. Travel delays

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

8. Travel Leave

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

9. Expenses ~~on~~ transfer or appointment to an isolated location

- a) When an employee is transferred to the **staff** of an isolated location, expenses will be paid in accordance with the policies covering travel, and those covering relocation expenses.
- b) When **an** employee is hired at a location other than **an** isolated location for employment at an isolated location, the policies covering relocation expenses shall apply with regard to the journey of the employee and dependents from their **normal** place of residence in Canada **to** the isolated location.

10. Expenses ~~when~~ proceeding **on** annual leave

- a) Where an employee and/or dependent proceeds **on** annual leave, the employee will be reimbursed the **actual** transportation expenses incurred for such trips to any

destination. Reimbursable expenses shall be limited during the fiscal year to the amount of the return transportation expenses that would have been incurred if the journey had **been** made to and from the nearest point of departure, less

- i) \$50.00 in the case of a single employee or a married employee or spouse not accompanied by a dependent, or
  - ii) \$85.00 in the case of the married employee or spouse accompanied by one or more dependents.
- b) Where an employee is serving at an isolated location which is classified for allowances at level 1 or 2, reimbursable expenses during a fiscal year shall be limited to the amount of the return transportation expenses that would be incurred for **two** journeys made to and from the nearest point of departure without deduction.
- c) Where an employee is serving at an isolated location classified for allowances at level 3, 4 or 5 and not accessible by means of **an** all weather road, reimbursable expenses during a fiscal year **shall** be limited to the amount of the return transportation expenses that would be incurred for one journey made to and from the nearest point of departure without deduction.
- d) Subject to the approval of the area head, there may be paid in addition to the expenses authorized in a), b) and c) above, expenses **incurred** for meals and accommodation when an employee and/or dependent(s) proceed on annual leave and are unavoidably delayed at **terminal** points where no provision to pay such expenses is made by the commercial carrier providing **service** to the isolated location or when **flight** schedules **between** the isolated location **and the nearest point of departure** require an overnight stopover **en** route.

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

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

- a) When an employee or dependent has to journey from the isolated location to obtain medical or dental treatment, the actual transportation expenses incurred will be reimbursed, when authorized by the area head, for the time actually required for treatment considering the circumstances in each case.
- b) Reimbursement shall not exceed the amount of the return transportation expenses to the point of departure, or to the nearest place where adequate treatment can be obtained, whichever would result in the lesser expense.
- c) Reimbursement shall not be made unless the claim is supported by a certificate from the appropriate qualified medical or dental practitioner stating that treatment was urgently required and could not be provided by services or facilities at the isolated location.
- d) Where it is necessary that the employee or dependent be accompanied on the journey by some other person, transportation expenses for such a person may be reimbursed at the discretion of the area head for the time actually required, depending on the circumstances of each case.
- e) In addition to the expenses reimbursable under a) to d) above, the area head may authorize reimbursement of actual and reasonable expenses incurred for meals and accommodation at the treatment centre or at northern terminal points en route.
  - i) where such expenses are caused by unavoidable delays in transportation or treatment, and

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

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

- a) At the discretion of the area head, an employee and/or dependent may be **granted** an advance on annual leave travel allowance in those cases where:
  - i) a critical illness in the immediate family occurs outside the isolated post, and
  - ii) such illness is verified by a certificate of a qualified medical practitioner.

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

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

**13. Expenses for bereavement travel**

- a) Where an employee **has been granted** leave as a result of bereavement in the immediate family, the area **head may** authorize reimbursement of transportation expenses up to



the amount of the return transportation expenses that would have **been** incurred if the journey had **been** to and from the nearest point of departure.

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

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

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

- a) When the employee has **ceased** or is about to cease **to** be employed by **reason of:**
- Attaining retirement age
  - Disability
  - Reduction in **staff** or lay-off

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

- b) When an employee dies at an isolated location, the travelling expenses of the dependents will be paid up to **an** amount not exceeding the expenses to the normal place of residence.
- c) When the employee **has** ceased or is about to **cease** to be employed by reason of:

- Expiration of term for which engaged
- Resignation

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

- d) When the employee has **served** a continuous term of **FIVE YEARS OR MORE** at an isolated location, expenses will be paid **as** in a) above.
- e) When the employee has served a continuous term of **MORE THAN ONE YEAR** at an isolated location but less than five years, the expenses of the employee and dependents will be paid up to an amount not exceeding the expenses to the point of departure or to the normal place of residence, whichever is the lesser expense.
- f) When the employee has **served** a continuous period of **LESS THAN ONE YEAR** at an isolated location, the area head **may** authorize:
  - i) The transportation expenses of the employee and dependents **to** the point of **departure** or to the normal place of residence, whichever is the lesser expense.
  - ii) **An** advance, not exceeding the amount of the transportation expenses. However, before leaving the isolated location, the employee shall agree in writing to repay the Corporation the amount of advance declared by the area **head as** being recoverable. No such repayment will be necessary when the employee is removed by Management during probationary **period**.
- g) When an employee is dismissed for cause, and **has served** at an isolated location for a **continuous period** of

- i) Less than five years, the area head may authorize payments **as in f)** above.
- ii) Five years or more, the area head may authorize payment **as in e)** above.
  
- h) Amounts shall not be paid under **this** section without the authorization of the area head, unless expenses are incurred within two weeks of the day the employee ceases to perform his/her duties. When transportation facilities for household effects are not available within that period, expenses relating to the removal of such effects will be paid if shipment is **made** at the earliest **date** on which transportation facilities are available.
  
- i) When **an** employee resigns, or is dismissed for cause, within six months of the date of returning from **annual** leave in **respect** of which expenses were paid **as in 10** above, the amount of expenses normally payable under a) to g) above will be reduced by the amount of expenses paid in respect of the annual leave.
  
- j) For the purpose of expenses for the journey from the isolated location on termination of employment, a child who **has** ceased to qualify **as** a dependent will qualify for payment of expenses **as** a dependent if unmarried and providing that expenses were paid in respect of the child's journey to the isolated location, in accordance with the policy covering Relocation.

## **15. Medical examination**

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

## **REFERENCES**

**Policy 5.1 - Travel - Canada**

**Policy 5.6 - Relocation Expenses**

**H.R. Notebook E.5 - List of Isolated Locations**

## APPENDIX "Q"

### POSITION EVALUATION MANUAL

This Manual is an integral **part** of the Collective Agreement between the CBC and CUPE (O&P).

#### A.1

Article 13 (as exists in C.A.).

#### B.1

Article 15 (as exists in C.A.).

#### C.1

##### NATIONAL POSITION EVALUATION COMMITTEE

The parties agree to ~~maintain~~ National Position Evaluation **Committees** in accordance with the provisions of Article 13.6 of the Collective Agreement.

##### C.1.1

###### MEMBERSHIP

Each Committee will be composed of not **more** than four **(4)** members **as named** by the respective parties. The parties agree that there **may** be **ad hoc** attendance **by** other interested parties.

##### C.1.2

###### CHAIR

Each **party** will **name** the individual who is to chair their respective Committee. While meeting jointly the two individuals will co-chair the National joint meetings.

### C.1.3

#### **MEETINGS**

The Committees will meet jointly not less than every two (2) months for a period of not more than five (5) days **unless** otherwise mutually agreed by the two Chairpersons.

### C.1.4

#### **MANDATE**

##### C.1.4.1

Review and adjudicate individual position and classification evaluation challenges, **as** submitted, by:

- (a) validating the description of functions, duties, responsibilities and skills required,
- (b) evaluating the Position Specification in accordance with the established procedures and practices **using** the Position Evaluation Plan in effect,
- (c) advising their principals when agreement cannot be achieved in order that they may determine any further course of action to be **taken**.

##### C.1.4.2

Ensure that any revised and/or new Classification Profile is organizationally consistent. **Report** to Corporate Management any inconsistency that may impact upon the classification structure.

##### C.1.4.3

Advise on and recommend modifications **to** the provisions of the Collective Agreement, **as well as** related policy and procedure, which govern the administration and application of the Position Evaluation process.

##### C.1.4.4

Ensure that the Position Evaluation Manual is current.

NOTE: The Management Committee members must ~~seek~~ prior Corporate consultation for any matters related to change in policy, procedure or classification structure before entering ~~an~~ agreement.

## D.1 LOCAL COMMITTEE

### D.1.1 Local Position Evaluation Committee

The parties agree to establish and **maintain** Local Position Evaluation **Committees** in accordance with the provisions of Article 13.7.1 of the Collective Agreement.

### D.1.2 Membership

Each Committee will be composed of not more than three (3) members **as** named by the respective parties. The parties agree that there may be **ad hoc** attendance by other interested parties.

### D.1.3 CHAIR

The officer named by each party under the provisions of Article 13.7 of the Collective Agreement will chair their respective Committee. When meeting jointly the two individuals will co-chair the **Local** joint meeting.

### D.1.4 MEETINGS

To be held **as** required but, in any event, not later than twenty (20) working days (thirty **(30)**days in **case** of challenges (**F. 1.4**)) after receipt of a written request by either **party** for such meeting.

## D.1.5 ROLE

While the Local Committee(s) should determine and agree upon their local modus operandi, it is appropriate for the Local Position Evaluation Committee(s) to:

- (a) ensure that Position Specifications and Evaluation data are current and accurate as they relate to positions within the location;
- (b) ensure that employees are provided with data related to the description and evaluation of their job and classification;
- (c) review and/or recommend on proposed adjustments to Classification Profiles through their principals at the National Level;
- (d) provide information and assistance to employees within the location regarding Position Specifications and evaluation matters;
- (e) where an employee challenges the results of an evaluation review, the Committees will meet jointly to assess the validity of the challenge and recommend appropriate action to their principals at the National Level and/or their National Position Evaluation Committee. The results of such meetings are to be recorded in signed Minutes and those Minutes shall document the reasons for both agreement or disagreement concerning any or all parts of the challenge. Minutes of such meetings will be prepared and forwarded to the Co-chairpersons of the National Position Evaluation Committee by Human Resources. The Committees should normally restrict themselves to only those points which are a matter of challenge;
- (f) the Local Committee's role is to resolve problems and recommend results to the National Level based on supporting evidence and documentation. It is not within the authority of



the Local Committee to "commit a final decision" on classification and evaluation matters.

## E.1

### POSITION EVALUATION PROCEDURES

#### E.1.1

##### Review of Position(s)

##### E.1.1.1

A request for the review of a position(s) may be made by an employee, a supervisor, or the Union. Requests should be made in writing stating the reasons for the request (e.g. new duties are being performed, **additional** responsibility **has been** delegated, etc.). Such requests should be submitted to the Officer responsible for Human Resources and should provide full details **as to change(s) in** the function, duties, responsibilities, relationships or job skill requirements.

##### E.1.1.2

Within **ten** (10) working days, the Human Resources Officer will acknowledge receipt of the request. If not provided at the time the request is submitted, a Questionnaire will be forwarded to the employee for completion and return within twenty (20) working days of receipt by the employee.

##### E.1.1.3

The effective date for any change will be the date the request for review is submitted in writing or, if a Questionnaire has not been completed and submitted **within** twenty (20) working days of receipt by the employee, the effective date will be the date the Questionnaire is received by the **Human** Resources Officer.

##### E.1.1.4

Within twenty (20) working days of receipt of the Questionnaire, the Human Resources Officer will:

- (a) discuss the content with the employee to ensure that the duties, responsibilities and relationships are fully and accurately **stated**,
- (b) the **Human** Resources Officer will then prepare a draft Position Specification, based on the Employee Questionnaire, and submit it to the immediate supervisor for review,
- (c) if modifications are necessary, the supervisor should advise the Human Resources Officer and the employee of the required changes,
- (d) the **Human** Resources Officer will discuss these changes with the supervisor and the employee concerned and further revise the draft Specification, if required,
- (e) the proposed new Position Specification will then be sent to the supervisor for approval,
- (f) the supervisor at this point reviews the Position Specification with the employee; the employee should acknowledge this review by signing the Position Specification in the **space** provided; the supervisor then returns the signed and **dated** Position Specification **to** the Human Resources Officer. (It should be **noted**, at this point, that a Position Specification should accurately reflect the functions, duties and relationships that the incumbent of a position is required and authorized by Management to perform on a continuing or **periodic** basis.)
- (g) if an employee disagrees with the description of duties, they are not required to sign the draft Position Specification, but may **seek** assistance from the Union,
- (h) the **Human** Resources Officer will then forward a copy of the proposed draft Position Specification to the employee, supervisor and designated Local Union **Officer**.

### E.1.1.5

The Human Resources Officer:

- (a) develops an evaluation rating for the position taking **into** account comparisons with, if possible, similar or comparable positions **within** the location (cross-analysis) and review it with the line supervisor,

**NOTE:** At **this** point, Human Resources **Officers** are encouraged to discuss the Position Specification and the evaluation rating with the Local Union Officer to determine whether there will be **agreement/disagreement** **between** the parties prior to the results being forwarded to senior management for review and authorization. This is very appropriate and, while not a required step, is one that is recommended by the National Position Evaluation Committee **as** many potential difficulties can be avoided if there is local **pre-arrangement**.

However, it **must** be recognized by both parties that local agreement does not constitute authorization but is **only** a recommendation that may very well be altered by a higher level of authority based upon either broader or more definitive cross-analysis or **better** understanding of the interpretation, application and administration of the Position Evaluation Plan.

- (b) forwards the proposed Position Specification and evaluation rating for review and approval by their line management, **as necessary**, and authorization by the Corporate Job Evaluation Department,
- (c) within ten (10) working days of receipt of authorization, advises the supervisor, the employee and the Local **Union** that authorization **has been** granted and will provide to each a copy of the authorized Position Specification and the evaluation rating.

## E.2

A copy of all correspondence addressed to the employee must be forwarded to the designated Local Union Officer.

IT IS ONLY AT THIS POINT THAT RESULTS CAN BE CHALLENGED.

(There is a formal challenge form - ~~see~~ L.1.5)

## F.1

Procedures for Challenges of Position Evaluation Results

### F.1.1

If the results of a Position Specification and/or evaluation rating are **to** be challenged by the Union or the employee, then this must be submitted in writing to the local **Human** Resources Officer either by memo or on the Challenge form within forty five (45) **working** days of the Union at the National Level having received advice from the Corporate Level **as to** the results of the review. Each party is responsible for immediately forwarding a copy of such challenges to their National Chairperson.

### F.1.2

Any challenge must state the specific points to be challenged along with full details in support of the reasons, in writing.

### F.1.3

Failure to challenge or to provide **supporting** reasons within the time limits will indicate acceptance of the results by all parties.

### F.1.4

Within thirty (30) **working** days of a challenge being received by the local Human Resources Officer, a meeting of the Local Position Evaluation Committee will be convened to review the details of the challenge. Minutes of such meetings will be prepared and forwarded to the **Co-chairpersons** of the National Position Evaluation Committee by Human Resources. These Minutes will indicate the areas and reason for agreement or disagreement of all or any part of the challenge.

### F.1.5

The National Position Evaluation Committee will adjudicate and/or ratify the results of all challenges and advise all concerned **as** to their conclusions.

NOTE: It is the responsibility of the National Committee to monitor all position evaluation transactions. It could transpire that, in spite of local agreement **and** Corporate authorization, the National Committee would disagree with the results and request further review by all concerned. The reasons for such request would be provided in writing to all **concerned**.

### G.1

#### POSITION EVALUATION PLAN

(**see** manual)

### H.1

#### POINTS SPREAD BY GROUP LEVEL

(**see** manual)

### I.1

#### CLASSIFICATIONS (reference Article 15)

#### I.1.1

##### INTRODUCTION OF NEW CLASSIFICATIONS **AND** PROFILES

##### I.1.1.1

When the Corporation intends to introduce a new classification **under** the provisions of Article 15, it will **so** advise the Union at the National Level in accordance with the provisions of that Article and these procedures.

##### I.1.1.2

The Union will formally acknowledge receipt of such advice by placing it on the agenda of the next meeting of the National Position Evaluation Committee.

### I.1.1.3

At the following meeting of the National Position Evaluation Committee, the **Union** will advise the Corporation **as** to its acceptance/rejection, or disagreement, with the proposed classification, profile or group level.

### I.1.1.4

In the event of disagreement, the Union must advise the Corporation within forty-five (45) **working** days **on** a formal challenge setting forth in detail the basis for the challenge.

### I.1.1.5

Challenges to classifications by the **Union** must be considered by the National Position Evaluation Committee within forty (40) **working** days unless otherwise mutually agreed.

## I.2

### ABOLITION OF EXISTING CLASSIFICATIONS AND PROFILES

#### I.2.1

The Corporate Compensation Office undertakes to periodically review and advise the Co-chairpersons of the National Joint Position Evaluation Committee, and Corporate Industrial Relations, of Classification Profiles that have become redundant.

#### I.2.2

**Upon** receipt of such advice, the National Position Evaluation Committee will review the circumstances and decide whether or not the subject classification is to be deleted or retained in the Position Evaluation Manual.

#### I.2.3

The National Position Evaluation Committee will decide the disposition of such a profile **and** reflect its decision in the Minutes of the appropriate National Meeting. The Minutes will either indicate **that** the profile is cancelled or that it is redundant but remains operative for the duration of the Collective Agreement. In either event, there is **no** deletion from the Collective Agreement or the **Position** Evaluation Manual.

#### I.2.4

At time of entering **into** a new Collective Agreement, all cancelled or redundant classifications and profiles will be reviewed for deletion from both the Collective Agreement and the Position Evaluation **Manual.**

#### J.1

### INDEX OF CLASSIFICATIONS WITH GROUP **LEVELS**

(as established - subject to revision during negotiations)

#### K.1

### CLASSIFICATION PROFILES

(as established - subject to revision during negotiations)

#### L.1

### FORMS

##### L.1.1

Request for Review of Position Specification/Evaluation

##### L.1.2

Factor Analysis

##### L.1.3

Questionnaire

##### L.1.4

Position Specification

##### L.1.5

Challenge to Results of Position Specification/Evaluation

APPENDIX "R"

Pension Plan

**On** the basis of the following resolution passed by the Pension Board of Trustees, the issue of the Pension Plan is resolved:

- that all pensions that became payable effective January 1, 1989 ~~or~~ thereafter be indexed every January 1st following the year of retirement, at a rate of 2.5%.
- that **an** Ad Hoc **increase** be granted **January** 1, 1989 based **on** 65% of the balance of the Consumer Price Index above the existing 2% escalation formula without recalculation of pensions, except for the first **two years** immediately following the year of retirement where only the 2% formula will apply.
- that the Corporation's contribution rate to the **Pension** Plan be **fixed** at a **rate** not lower **than** 7.5% of covered payroll, until the earlier of March 31, 1990 or until such time **as** the balance of the surplus is exhausted.



APPENDIX "S"

Letter of Intent - Child Care Program

The Corporation agrees to, within ninety (90) days of the ratification of the Collective Agreement, discuss with the Union at the National Level, the feasibility of developing an appropriate Child Care Program in the future.

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Jean-Guy Lessard  
CBC

Kenneth Hopper  
CUPE

## APPENDIX "T"

### LETTER OF INTENT - CBC/CUPE JOB EVALUATION

1. The parties agree to review both the O&P and Production Job Evaluation Plans, with special attention being given to Pay **Equity** and Employment **Equity** legislation. This review will be done by the respective Joint National Committees (O&P) and (Production) and will submit their conclusions and recommendations to the parties **no later than December 31, 1989**. In this review, specific attention will be given to Film Assistants (News Library), Costume Classifications, and **Radio** Production Assistants.
2. In O&P - the parties agree to review all position specifications without **dates** or those dated prior to **January 1980** by the **normal** review process. **This** review will be done during the life of the collective agreement.
3. In O&P - the parties agree to review all Sales Representatives positions and all clerical positions in the Sales Department excluding Secretaries positions, Commercial Production Assistants and Commercial Production Representatives. **This** review will be done during the life of the collective agreement **as a centralized** review.
4. In O&P - the parties agree to review the Finance Department clerical positions (except for Secretarial positions). **This** review will be done during the life of the collective agreement **as a centralized** review.
5. In both O&P **and** Production, the parties agree to review all titles **as** part of the editing of the collective agreement to ensure that these titles are gender neutral.
6. All outstanding challenges to positions and titles remain **in** effect and will be dealt with by the National Committee in accordance with the **normal** process. The agreement by the parties to the titles in force at signing of the collective

agreement is without prejudice to these challenges or any potential retroactivity which may result.

7. The parties agree that the **O&P and Production Joint Committees** will examine the overlap of duties being performed by Commercial Production Assistants (O&P), Commercial Production Representatives (O&P) **and** by **TV Production Assistants (Studio) and (Control Room)**. These committees will make recommendations to the parties within **(6)** six months from the first meeting after the signing of the collective agreement.
8. The **dates** referred to in **#1 an #7** above **may** be extended by the **mutual** consent of the parties.

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Jean-Guy Lessard  
CBC

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Kenneth Hopper  
CUPE

**APPENDIX “U”**

**Letter of Intent - Radio Production Assistants**

The matter of Radio PA’s salary level will be addressed through the Job Evaluation Review, taking into account pay equity and all television PA categories.

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**Jean-Guy Lessard**  
**CBC**

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**Kenneth Hopper**  
**CUPE**

APPENDIX "V"

Grievance Procedure

The parties **agree** to review **the** current grievance procedure over the life **of** the Collective Agreement with a view to streamline the processing of grievances, reduce the number **of** arbitrations, reduce the number of hearing days **per** grievance and **reduce costs**.

A sub-committee of the National Grievance Committee will **be** appointed **to** accomplish **this task**.

The Corporation **agrees** to **release** without loss of pay or leave credits **two (2)** employees **for** the purpose **of** attending **these** meetings.

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Jean Guy Lessard  
CBC

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Kenneth Hopper  
CUPE

## APPENDIX "W"

### Letter of Agreement - Job Evaluation (O&P)

1. The parties agree to mandate the National Joint Job Evaluation Committee (O&P) to develop a new Job Evaluation Plan.
2. The "NEW PLAN" will continue to be a "factor-point" type of plan.
3. The "NEW PLAN" will be achieved by either revising the current plan to include elements of other Gender Neutral Plans including the CUPE Gender Neutral Plan, or using the CUPE Gender Neutral Plan as a base and modifying it to suit the needs of CBC employees. The work to this point will be concluded within six (6) months of the signing of the Memorandum of Agreement.
4. The resultant "NEW PLAN" will be validated by using jointly agreed-to "Benchmark Jobs" from the O&P unit. The Corporation will make every effort to ensure the release and availability of both the Management and Union members of the joint committee for this purpose.
5. The committee will then review the necessity to maintain a position evaluation system, a job description/job function (hybrid) evaluation system.
6. The committee will then proceed to review and evaluate all positions or "job descriptions/functions groupings" for all persons covered in Article 4.1 of the current collective agreements. This work will be completed by December 31, 1993. The parties agree to review this deadline as work progresses.
7. The committee(s) will meet within thirty (30) days of signing the Memorandum of Agreement to determine a specific work plan.

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