

SOURCE	Co
EFF.	20060401
TERM.	20090331
No. OF EMPLOYEES	1340
NOMBRE D'EMPLOYÉS	&

## Collective agreement

DISKETTE

between

LA SOCIÉTÉ RADIO-CANADA  
and

RECEIVED  
10/02/06

Le Syndicat des  
Technicien(ne)s et artisan(e)s  
du Réseau Français  
de Radio-Canada

April 3<sup>rd</sup>, 2006 to March 31<sup>st</sup>, 2009  
Effective April 13<sup>th</sup>, 2006

03981(10)

---

**TABLE OF CONTENTS**

<b>SECTION I – INTRODUCTION</b> .....	5
▪ Article 1 –DEFINITION OF BARGAINING UNIT.....	5
▪ Article 2 – DEFINITION OF EMPLOYEE.....	5
▪ Article 3 – OFFICIAL TEXT.....	6
<b>SECTION II – PARTIES RIGHTS</b> .....	7
▪ Article 4 –MANAGEMENT RIGHTS.....	7
▪ Article 5 – UNION DUE.....	7
▪ Article 6 – LEAVE FOR UNION ACTIVITIES.....	8
▪ Article 7 – UNION ACCESS TO PREMISES.....	10
▪ Article 8 – BULLETIN BOARDS.....	10
<b>SECTION III – RELATIONSHIP BETWEEN THE PARTIES</b> .....	11
▪ Article 9 – JOINT COMMITTEES.....	11
▪ Article 10 – NOTIFICATION TO UNION.....	11
▪ Article 11 – NO STRIKE CLAUSE.....	12
▪ Article 12 – NO STRIKE BREAKING.....	12
<b>SECTION IV – GRIEVANCE PROCEDURE</b> .....	13
▪ Article 13 – GRIEVANCE PROCEDURE.....	13
<b>SECTION V – JURISDICTION</b> .....	17
▪ Article 14.....	17
<b>SECTION VI – INDIVIDUAL RIGHTS</b> .....	21
▪ Article 15 – OUTSIDE ACTIVITIES.....	21
▪ Article 16 – NON DISCRIMINATION.....	21
▪ Article 17 – EXCESSIVE HOURS AND SAFETY.....	21
<b>SECTION VII – EMPLOYEE: HIRING, PROMOTION, TRANSFER</b> .....	27
▪ Article 18 –EMPLOYEE CATEGORIES.....	27
▪ Article 19 – SENIORITY.....	32
▪ Article 20 –COMPUTATION OF SENIORITY AFTER INTERRUPTED SERVICE.....	32
▪ Article 21 – POSTING OF VACANCIES.....	33
▪ Article 22 –TEMPORARY UPGRADE.....	35
▪ Article 23 – PERMANENT TRANSFER.....	36
▪ Article 24 –SEVERANCE PAY.....	37
▪ Article 25 – RETIREMENT.....	38
▪ Article 26 – USE OF TWO OFFICIAL LANGUAGES.....	38
▪ Article 27 – TRAINING.....	39
<b>SECTION VIII – DISCIPLINARY MEASURES</b> .....	41
▪ Article 28 – DISCIPLINARY MEASURES.....	41
<b>SECTION IX – JOB SECURITY</b> .....	44
▪ Article 29 – TECHNOLOGICAL CHANGE.....	44
▪ Article 30 –STAFF REDUCTION.....	45
• Article 31 –MAJOR REDUCTION IN OPERATIONS.....	46
▪ Article 32 –STAFF REDUCTION.....	47
▪ Article 33 – BUMPING AND LAY OFFS.....	48
▪ Article 34 – RE-ENGAGEMENT OF PERMANENT EMPLOYEES.....	50
▪ Article 35 – RE-ENGAGEMENT OF TEMPORARY EMPLOYEES.....	53
▪ Article 36 – RELOCATION EXPENSES.....	54
▪ Article 37 – NOTE TERM « EMPLOYEE ».....	55

SECTION X – JOB EVALUATION AND REMUNERATION.....	56
▪ Article 38 – JOB DESCRIPTION.....	56
▪ Article 39 – JOB CLASSIFICATIONS.....	58
▪ Article 40 – SALARY SCALE.....	66
▪ Article 41 – GENERAL WAGE PROVISIONS.....	72
▪ Article 42 – COMPENSATORY LEAVE.....	74
▪ Article 43 – ARTICLE DELETED (RECOGNITION OF MERIT).....	75
SECTION XI – SCHEDULING.....	76
▪ Article 44 – WORK AND DAYS-OFF.....	76
▪ Article 45 – OVERTIME.....	77
▪ Article 46 – SELF ASSIGNING EMPLOYEES.....	78
▪ Article 47 – CALL BACK.....	79
▪ Article 48 – ASSIGNMENT OF MEAL AND BREAK PERIODS.....	80
▪ Article 49 – SECOND MEAL ALLOWANCE.....	82
▪ Article 50 – TURNAROUND PERIOD AND ENCROACHMENT.....	83
▪ Article 51 – NOTIFICATION OF SCHEDULE.....	83
▪ Article 52 – WORK ON DAY-OFF.....	84
▪ Article 53 – CHANGE OF SCHEDULE.....	85
▪ Article 54 – NIGHT SHIFT DIFFERENTIAL.....	85
SECTION XII – HOLIDAYS, LEAVE AND STAFF BENEFITS.....	86
▪ Article 55 – HOLIDAYS AND HOLIDAY PAY.....	86
▪ Article 56 – SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS.....	89
▪ Article 57 – ANNUAL LEAVE.....	89
▪ Article 58 – SCHEDULING ANNUAL LEAVE.....	90
▪ Article 59 – SICK LEAVES.....	92
▪ Article 60 – MATERNITY, PATERNITY AND CHILD CARE LEAVE.....	93
▪ Article 61 – SPECIAL LEAVE.....	93
▪ Article 62 – DEFERRED SALARY LEAVE.....	95
▪ Article 63 – CONSULTATIVE COMMITTEE ON STAFF BENEFITS.....	99
▪ Article 64 – INSURANCE PLANS.....	99
▪ Article 65 – MEDICAL PLANS.....	100
▪ Article 66 – DISABILITY PLANS AND GROUP INSURANCE.....	100
SECTION XIII – TRAVEL.....	105
▪ Article 67 – TRAVELLING EXPENSES.....	105
▪ Article 68 – TRAVEL TIME CREDITS.....	106
▪ Article 69 – TRAVELLING – INSPECTION TRANSMITTER OR MAINTENANCE TRIPS.....	107
▪ Article 70 – TRAVELLING – USE OF EMPLOYEE'S CAR.....	107
SECTION XIV – THE AGREEMENT: CONCLUSION.....	108
▪ Article 71 – CONCLUSIVE AGREEMENT.....	108
▪ Article@ EFFECTIVE DATE AND DURATION.....	108
▪ Article 73 – NOTICE OF RE-NEGOTIATION.....	108
▪ Article 74 – RE-NEGOTIATION PROCEDURE.....	108
▪ Article 75 – AUTOMATIC RENEWAL.....	109
▪ Article 76 – CONCLUSION.....	109
SECTION XV – APPENDICES AND LETTERS OF UNDERSTANDING.....	110
▪ Appendix 1 – GRIEVANCE.....	110
▪ Appendix 2 – FORM MEDICAL CERTIFICATE.....	111
▪ Appendix 3 – JOB CONCERNED ALLOWANCE PAYED ARTICLE 17.....	112
▪ Appendix 4 – PERFORMANCE AND DEVELOPMENT MANAGEMENT.....	116
▪ Letter of understanding 1 – CONSULTATIVE COMMITTEE ON STAFF BENEFITS.....	118
▪ Letter of understanding 2 – LOCAL INITIATIVES.....	122
▪ Letter of understanding 3 – CONSULTATIVE COMMITTEE ON TECHNOLOGICAL CHANGE AND CHANGES IN WORK METHODS.....	123

- Letter of understanding 4 – PERSONNEL ACCOMODATION ON OUTSIDE SHOOTS ..... 124
- Letter of understanding 5 – LIST OF EMPLOYEES CONCERNED IN PARAGRAPH 30.1.1 AND 31.1 ..... 125
- Letter of understanding 6 – HYBRID CROSS-UNIT JOBS ..... 126
- Letter of understanding 7 – LOCAL JOINT CROSS-SKILLING COMMITTEES AND JOB SECURITY ..... 127
- Letter of understanding 7-A – CROSS-UNIT PROJECTS– COMPENSATION ..... 130
- Letter of understanding 8 – JURISDICTION AND JOB SECURITY ..... 131
- Letter of understanding 9 – WORKING GROUP ..... 133
- Letter of understanding 10 – DENTAL PLAN ..... 136
- Letter of understanding 11 – RESPECTING TRANSMITTER TECHNICIANS IN REMOTE LOCATIONS ..... 137
- Letter of understanding 12 – NIGHT SHIFT DIFFERENTIAL 54.1 ..... 138
- Letter of understanding 13 – CONCERNING TEMPORARY EMPLOYEES ..... 139
- Letter of understanding 14 – LIST OF PERMANENT POSITIONS AND INCUMBENT ..... 140
- Letter of understanding 15 – JOB EVALUATION ..... 141
- Letter of understanding 16 – WORK/LIFE BALANCE ..... 143

## **SECTION I**

---

### **INTRODUCTION**

---

It is the Intent and purpose of this Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and its employees represented by the bargaining agent, consistent with the rights of both parties. It is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Corporation and the employees, and to this end this Agreement is signed in good faith by the two parties. The Agreement is therefore designed to set forth clearly the conditions of work to be observed between the parties.

#### **Article 1**

#### **DEFINITION OF BARGAINING UNIT**

---

##### **1.1**

The Corporation recognizes the Syndicat des techniciens(nes) et artisans(es) du réseau français as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Industrial Relations Board in its decision of August 7, 1995, certifying STARF, that is defined as this :

"Technical, production and trade personnel excluding supervisors and including : all personnel whose core functions are technical production, maintenance and related duties excluding those whose core functions consist of supervisory duties."

#### **Article 2**

#### **DEFINITION OF EMPLOYEE**

---

##### **2.1**

The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining units hereinbefore defined and/or within the classifications set forth in Article 39 (section X) and shall also include any person employed in any job or classification created in future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

##### **2.2**

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

**3.1**

All official interpretations of the Articles of the Agreement shall be by joint agreement and shall be signed by CBC and STARF representatives at the National Level. These Interpretations shall contain working examples where necessary.

**3.2**

Both the English and French texts of this Collective Agreement shall be considered official texts. However in case a difference in interpretation arises, the language in which the agreement has been negotiated will prevail.

## **SECTION II**

---

### **PARTIES RIGHTS**

---

#### **Article 4**

#### **MANAGEMENT RIGHTS**

---

##### **4.1**

It is recognized that the Management of the Corporation, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management.

##### **4.2**

Other rights and responsibilities belonging to the Management of the Corporation and hereby recognized, prominent among which but by no means wholly inclusive are :

- o the selection, direction and determination of the size of the work forces including the right to hire, periodically evaluate, transfer, promote, retire or to suspend or dismiss for just and sufficient cause, or to relieve employees from duty because of lack of work ;
- o the amount and type of supervision necessary ;
- o the right to decide the number and location of plants ;
- the determination of operating schedules ;
- o the selection, procurement, designing and engineering of equipment which may be incorporated into the Corporation's plants ;
- o the type and quantity of machinery and technical equipment, methods, procedures and standards of operation.

##### **4.3**

The rights referred to in paragraph 4.2 above shall be exercised subject to the seniority rules, grievance procedure, and so forth, in accordance with the provisions of this Agreement.

#### **Article 5**

#### **UNION DUE**

---

##### **5.1**

During the term of this Agreement, the Corporation agrees to deduct one-point eight-five percent (1.85%) of total compensation.

##### **5.1.1**

Amendments to the percentage rate of deductions may be made by the Union by advising the Corporation by registered mail at least ~~two~~ (2) calendar months prior to the effective date of such amendments.

## **5.2**

The said deductions shall be remitted by the Corporation to the Syndicat des techniciens(nes) et artisans(es) du réseau français by cheque payable, in Canada, and addressed to the nominee of the President of the Union, not later than fifteen (15) calendar days following the end of the last full pay period for which deductions have been made in the calendar month.

## **5.3**

The Corporation will at the same time, and for the pay periods referred to in paragraph 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. 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.

## **Article 6**

## **LEAVE FOR UNION ACTIVITIES**

### **6.1**

Leave without pay will be granted for a reasonable period to any employee duly authorized to represent employees In order to :

- a) Conduct Union business, attend Executive Council meetings, labour conventions, congresses, etc. A request for such leave shall be received by received by an employee's immediate supervisor at least seven (7) days prior to the date of leave and are subject to replacement costs.
- b) Accept a position with the Union or an official labour body for a period not exceeding three (3) years. Such leave plus any additional yearly periods may be granted by the Corporation on receipt of a written request from the employee and the President of the Union. A request for such leave shall be submitted at least thirty (30) working days in advance.

### **6.2**

For any Management/Union meetings, the Corporation may, upon request by the Union, release, without loss of pay or leave credits representatives named by the Union. The Corporation agrees to make every reasonable effort to release, subject to operational requirements, the named representatives. But where this is impracticable, the Union will continue its practice of naming alternate representatives or a new, mutually agreeable date shall be set.

#### **6.2.1**

All requests for leave for such reasons shall be received by an employee's immediate supervisor at least seven (7) days prior to the date of leave and are subject to replacement costs.

#### **6.2.2**

For attendance at National Grievance Meetings, Negotiation Meetings or any other National Union/Management meetings, the Corporation will, upon request



by the Union, release without loss of pay or leave credits representatives named by the Union.

### **6.2.3.**

It is understood that the Corporation will not be required to so release more than three (3) employees for the purpose of Local Grievance or National Grievance Meetings or more than six (6) employees for the purpose of negotiations.

### **6.2.4**

It is further understood that employees released for National Meetings shall be released for the day or days of the meeting. Employees released for Local Grievance Meetings shall be released from duty for the duration of the meeting only.

### **6.3**

In the event that an employee is in attendance at a National Grievance Meeting or Negotiation meeting on one or many scheduled days off, he shall receive an equivalent compensatory day-off in lieu to be taken at a mutually convenient time.

### **6.4**

When an employee on a rotating shift pattern or a fixed shift attends a National Grievance or Negotiation meeting, the following will apply :

- a) His absence will not be considered a break in the rotating or fixed shift pattern.
- b) His days off in lieu, as provided in paragraph 41.5 will not be considered a break in the rotating pattern.
- c) Penalty payments and encroachment on time limits resulting from scheduled changes required by paragraphs a) and b) shall be waived with respect to the employee and/or his replacement.

### **6.5**

Employees granted leave without pay for Union activities may continue to participate In the Pension, Group Life, Medical and Hospital Plans, subject to the limitations of such plans.

### **6.6**

The Corporation will maintain the salary of an employee who is granted leave without pay In accordance with paragraph 6.1; provided that such leave does not exceed fifteen (15) working days In any calendar month. In order to recover these amounts from the Union, the Corporation shall bill the Union monthly for the gross salaries plus twelve and one half percent (12.5%) in lieu of social benefits and their administration for the duration of such leave. The Union shall settle these amounts within thirty (30) days. Leave continue to apply in such cases.

**6.6.1**

A statement of account showing the date(s) and the name(s) of any employees who were on such leave will accompany the invoice.

**6.7**

Employees on the payroll for a calendar month who have been released for union duties shall be deemed to have worked the entire calendar month concerned, for purposes of leave credits.

**Article 7**

**UNION ACCESS TO PREMISES**

**7.1**

The Corporation will, upon reasonable notification, permit free access to its premises by an accredited Union representative to enable him to observe whether the provisions of this 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.

**Article 8**

**BULLETIN BOARDS**

**8.1**

At each location the Corporation shall provide Union bulletin boards in suitable places. The Corporation reserves the right to remove all posted material considered damaging to Union/Management relationships providing the Union is advised.

---

**SECTION III**

---

**RELATIONSHIP BETWEEN THE PARTIES**

---

**Article 9****JOINT COMMITTEES****9.1**

In order to promote harmonious relations between the Corporation and its employees represented by the Union and to discuss matters of mutual interest not covered by the provisions of the collective agreement, misunderstandings or problems arising from the application of the collective agreement, joint committees composed of at least two (2) representatives appointed by each party will be established at the local and national level.

**9.1.1**

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

**9.1.2**

The National Joint Committee shall meet at regular intervals to review the result of Local Joint Committees' deliberations and to discuss matters of mutual concern.

**9.1.3**

A schedule of meetings will be determined at the beginning of each year.

---

**Article 10****NOTIFICATION TO UNION****10.1**

The Corporation shall mail to the National Office of the Union directly involved one (1) copy of the following :

- a) notice of vacancy in any classification within the bargaining unit
- b) notice of hiring and termination on a monthly basis ;
- c) notice of disciplinary investigation, letter of reprimand, dismissal or suspension of any employee within the bargaining unit.

**10.2**

The Corporation will send, on a monthly basis, in writing or by computer medium, to the National Office of the Union, one (1) copy of updates to the official list of continuing to the official list of continuing and temporary employees belonging to the bargaining unit in each location.

**10.3**

The Corporation shall make available to the employees of the bargaining unit a copy of the official corporation seniority list.

**10.4**

However, before contracting out, the Corporation shall verbally inform the Union representative of the trade group or groups concerned, at least seven (7) days prior to the beginning of the work, unless it is an emergency. Moreover, the Corporation shall provide a general description of the work to be performed as well as the blueprints and/or specifications, if they are available, so that information is kept up-to-date and maintenance is facilitated.

The Corporation shall provide the Union with written confirmation of this verbal information; this notice shall include the date specified in the contract for the beginning of the work, the name of the contractors and a general description of the work and its duration.

**Article 11****NO STRIKE CLAUSE****11.1**

The Union will not cause, or permit 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 Agreement. The Corporation will not cause, engage in or permit a lockout at any of its locations in Canada.

**Article 12****NO STRIKE BREAKING****12.1**

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

## **SECTION IV**

---

### **GRIEVANCE PROCEDURE**

---

#### **Article 13**

#### **GRIEVANCE PROCEDURE**

---

##### **13.1 - Purpose**

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

##### **13.2 - Personal Submission of Grievances**

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

##### **13.2.1**

Any employee who believes he has a valid complaint may discuss the complaint with his immediate supervisor in an attempt to reach a settlement. Any such complaint not satisfactorily settled in this manner may be submitted in writing as described in paragraph 13.3.

##### **13.3 - First Step – Local Level**

When a grievance arises at the Local Level, either the employee(s) and/or the Union representative shall submit it in writing within thirty (30) days on a prescribed form which appears as Section XV appendix 1, which may be transmitted by electronic mail, in which case an acknowledgement of receipt shall be sent.

##### **13.3.1**

At each place of employment, meetings shall be held as required to consider all grievances of which at least two (2) days notice shall have been received. Upon request by either party, a meeting will be scheduled within ten (10) days. At such meetings which may be attended by the grievor(s) and the Union Grievance Committee and by any persons designated by the Corporation for the purpose, both parties will endeavour to settle all outstanding grievances on a mutually satisfactory basis and without delay. It is understood that the local Union Grievance Committee shall not normally exceed three (3) members. Minutes of such meetings shall be kept and read and signed by both parties at the close thereof.

##### **13.4 - Second Step – National Level**

In the event that a grievance is not recorded as settled within thirty (30) days after the initial report thereof, either the grievor or the Union or the Corporation may place it on the agenda of a National meeting.

#### **13.4.1**

National grievance meetings shall be held at the request of either party on the last Tuesday and Wednesday of each ~~two~~ months. Meetings may also be held at other times as mutually agreed. No meetings will be held during the months of July and August. Agendas for such meetings shall be exchanged ten (10) working days in advance of the first day of any such meeting. At such meetings, the Union Committee shall consist of three (3) employees who shall be released from duty as provided in paragraph 6.2. Every effort shall be made to settle the grievance at one meeting, but it may be held pending by mutual agreement of the parties if it appears necessary to obtain further information or for other major considerations. Minutes of such meetings shall be kept, read and signed by both parts at the close thereof.

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

In the event that a grievance is not recorded as settled within fourteen (14) days after the last national meeting at which it was dealt with, either party may upon notice by mail to the other but no later than thirty (30) days after the said meeting or an adjournment thereof, refer the grievance to final and bringing arbitration.

#### **13.6 - Forth Step – Selection of Arbitrators**

Within ten (10) days following submission of the notice provided for under the preceding paragraph, the party wishing to submit the grievance to arbitration must communicate with the other party to agree on the selection of an arbitrator from a list of 8 arbitrators established by agreement of the parties. If agreement is not reached, the parties shall ask the Department of Labour to designate an arbitrator.

#### **13.7 - Arbitration – Procedures**

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 may be submitted to him. A hearing shall be held at a time and a place to be determined by the Arbitrator so that the parties may have an opportunity to present further evidence and to make necessary representations. 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 the Agreement. The Arbitrator shall give written reasons for this decision which shall be final and binding on all parties.

#### **13.8 - Arbitrator's Award**

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 shall have the power to direct, if he 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

Agreement which may have been lost, or the Arbitrator may direct that a discharged employee be reinstated without pay.

### **13.9 - General Grievances**

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, this party may within thirty (30) days of becoming aware of an occurrence which is claimed demonstrates such misunderstanding, misinterpretation or violation, file a grievance on the prescribed form and subsequently cause the matter to be discussed and dealt with in accordance with paragraph 13.4 whether or not an individual grievance is involved. If not satisfactorily settled, either party may refer the matter to arbitration as provided in the preceding Articles.

### **13.10 - Exeditious procedures**

#### **a) Dismissals – Article 28 (Section VIII)**

Notwithstanding any of the procedural provisions of Article 13, a grievance, on the dismissal of an employee may be filed in accordance with the provisions of paragraph 13.3 and 13.9 for discussion at the next National meeting. If not resolved at that meeting, the grievance may be referred to arbitration within ten (10) days of the adjournment of such meeting or at the Union's request a grievance on the dismissal of an employee may also be lodged by the Union at the National Level for processing directly to arbitration. In either case, such a grievance shall be heard by an Arbitrator named in paragraph 13.6, within five (5) days of receipt of the Union's formal notice of referral to arbitration. The Arbitrator shall be required to arrange to hear the grievance and render an award within fifteen (15) days of this appointment.

#### **b) Excessive Hours and Safety**

##### **Article 17 (Section VI)**

##### **Jurisdiction –**

##### **Article 14 (Section V)**

Notwithstanding any for the procedural provisions of Article 13, a grievance filed on Jurisdiction or Excessive Hours and Safety may be filed in accordance with the provisions of paragraph 13.3 or 13.9 for discussion at a National Level meeting. If not resolved at the meeting, the grievance may be referred to arbitration within ten (10) days of the adjournment of such meeting, Such a grievance shall be heard by an Arbitrator named in paragraph 13.6. The Arbitrator shall be required to arrange to hear the grievance and render a decision within fifteen (15) days of his appointment.

The provisions of paragraph 13.7, 13.8, 13.9, 13.11, 13.12, shall apply to the expeditious procedures described in a) and b) above.

**13.11 - Arbitrator's Costs**

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

**13.12 - Grievance Procedure - Time Limits**

Any time limit dealing with the grievance procedure and arbitration shall exclude Saturday, Sundays and Statutory Holidays, and may be extended by mutual consent.

**13.12.1**

In addition to the foregoing provisions of this Article, the time limits for filing a grievance concerning matters that were brought to the attention of the Local Joint Committees shall begin on the day on which the Committee disposed of such matters.

**13.13 - Simultaneous Interpretation - Arbitrations**

The Corporation will provide simultaneous interpretation for arbitrations held in Montreal when one or other party or the person testifying is required.

Outside this location, expenses shall be assumed by the party requiring simultaneous interpretation services.



## **SECTION V**

---

## **JURISDICTION**

---

### **Article 14**

---

#### **14.1**

For programs originating with the Corporation and produced inside CBC facilities or outside, the employees designated in Article 2 (section I) shall perform duties including :

- the lighting, recording, editing and mixing of audio and video sequences ;
- the creation of graphic and photographic images ;
- the design, construction, decoration and assembly of sets ; the design and making of costumes,
- makeup;
- the preparation and production of special effects ;
- the handling of accessories ;
- and other related duties.

#### **14.1.1**

“Program originating with the Corporation” means radio and television programs whose production and planning are the Corporation’s sole responsibility, over which the Corporation has exclusive control, including creative and financial control, and which the Corporation alone distributes and owns.

#### **14.2**

The employees designated in Article 2 (section I), whose activity takes place inside CBC facilities or outside, shall perform duties pertaining to the broadcast of programs by the networks and the radio and television stations for which the Corporation holds broadcasting licenses.

#### **14.3**

The employees designated in Article 2 (section I), whose activity takes place inside CBC facilities or outside, shall perform mechanical, electrical and electronic maintenance duties and may have to train personnel in the performance of the duties described in Article 14.1 and 14.2 above.

#### **14.4**

The employees designated in Article 2 (section I) shall perform electrical, plumbing, mechanical, carpentry and cleaning **jobs** to ensure general maintenance of the buildings at their place of assignment.

## **14.5**

The objective of cross-skilling is not to cut jobs. Cross-skilling takes place on a voluntary basis and is one way of improving production by making better use of the human resources available so as to maintain the highest level of production possible.

### **14.5.1**

Multi-skilling shall be preferred to cross-skilling. The Corporation shall strive to assign duties to another STARF employee who is available on a program before assigning them to an employee belonging to another unit.

### **14.5.2**

The Corporation agrees with the concept of mutual assistance. Mutual assistance means any situation in which an employee from one unit performs the work of an employee from another unit when the **two** employees are present, and which does not result in the downgrading, lay-off or termination of employment of a continuing employee.

a) the Corporation, through its directors, supervisors and production managers, shall supervise all cross-unit assignments and activities that go beyond the level of mutual assistance.

b) the Corporation shall inform the Union of any cross-skilling activities planned that go beyond the notion of mutual assistance.

### **14.5.3**

The Corporation agrees not to assign duties normally performed by employees in the bargaining unit covered by this Collective Agreement to Corporation personnel excluded from the bargaining unit described in Article 1 (section I), with the following exceptions :

a) As part of the provisions dealing with cross-unit work , personnel from the SCRC, SCFP and AR bargaining units may be assigned to work normally performed by the STARF bargaining unit, provided STARF employees can perform work normally performed by the SCRC, SCFP and AR bargaining units provided that such duties do not normally constitute the core functions of the personnel from other bargaining units.

More specifically, an employee from another bargaining unit may be assigned by the Corporation duties of a STARF employee provided that such duties are accessories to the basic job of the employee from the other unit.

b) Technical supervisors and station managers acting as technical supervisors may continue to use equipment for evaluation, familiarization or demonstration and may perform duties of employees in the bargaining unit provided they do not displace an available employee ;

- c) Personnel assigned to transmitters and not belonging to the bargaining unit may operate computer-type equipment making possible the remote switching of transmitter equipment if no member of the bargaining unit is available to operate such equipment.
- d) Employees from the CEP bargaining unit may be assigned to work normally performed by the STARF bargaining unit, provided STARF employees can still perform work normally performed by the CEP bargaining unit. It is also agreed that the Corporation may use either STARF or CEP members to meet its production, installation and maintenance needs. Such reciprocity agreements shall not give rise to further lay-off of STARF employees.

#### **14.6**

The Union agrees that technical personnel based outside Canada are not “employees” within the meaning of Article 2 (section I) of this Agreement and that the duties performed by such personnel outside Canada are not duties normally performed by members of the bargaining unit.

#### **14.7**

Employees of outside producers, companies or contractors, or freelancers may be used to perform duties normally performed by employees in the bargaining unit, provided their service does not result in the downgrading, lay-off or termination of employment of a continuing employee except under the provisions of the letter of agreement 9 (section XV)

#### **14.8**

Subject to the foregoing, the Corporation may :

##### **14.8.1**

Procure programs on national and international markets ;

##### **14.8.2**

Contract out for or commission programs from outside companies or persons, either Canadian or foreign ;

##### **14.8.3**

In accordance with its commercial practices, the Corporation may sell air time to a sponsor to broadcast a program purchased or commissioned by the sponsor on the national or international market ;

##### **14.8.4**

The Corporation may conclude agreements to work with any outside company or producer on the production or Co-production of programs. Such agreements generally take the form of financial participation by the Corporation in the production in exchange for broadcasting rights, although they may also involve

participation by the Corporation through the provision of human or material resources;

**14.8.5**

For parts of news and information, and current and public affairs programs, as well as magazine shows, the Corporation may have recourse to sub-paragraphs 14.8.1 to 14.8.4

The Corporation nevertheless agrees to give preference to employees in the bargaining unit who are normally assigned to such duties over outside personnel for Montreal television newsroom assignments, depending on how urgent the situation is and who is immediately available on site.

**14.9**

Should a grievance be filed respecting a breach of this Article, one or the other of the parties may request that the usual grievance procedure be bypassed and that the dispute be submitted immediately to expedited arbitration specified in paragraph 13.10 a) (section IV).

## **SECTION VI**

---

### **INDIVIDUAL RIGHTS**

---

#### **Article 15**

#### **OUTSIDE ACTIVITIES**

---

##### **15.1**

Employees shall be free to engage in activities outside their 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 connection with the Corporation in the course of such activities,
- c) that such activity does not affect his work and his availability for the Corporation.

##### **15.2**

Employees may participate in political activities or canvass for votes in an election in accordance with Corporation By-Laws.

#### **Article 16**

#### **NON DISCRIMINATION**

---

##### **16.1**

The Corporation will not discriminate against any employee for anything said, written or done legally in furtherance of the policies and aims of the Union.

#### **Article 17**

#### **EXCESSIVE HOURS AND SAFETY**

---

##### **17.1**

The Corporation shall not repeatedly assign excessive hours of work to employees. The Corporation will therefore avoid the repeated scheduling or assigning of excessive hours, short turnarounds and/or displaced meal periods.

##### **17.2**

The Corporation shall notify the Union prior to filing any application to the Federal Department of Labour for amendment of the permits already granted to it by the Department for distribution of additional hours permitted by the Canada Labour Code. Failing such prior notice, the Corporation may not modify the permits already granted by the Department.

##### **17.3**

The Corporation will carry on its operations 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 physical injury in its operations.

**17.3.1**

An employee shall take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees.

**17.3.2**

Working conditions and employee facilities will be maintained in a clean and sanitary condition by the Corporation.

**17.4**

Complaints arising under this Article should initially be referred in accordance with the procedure for notification of and investigation into hazards and complaints to the local Health and Safety Committee. If the Committee does not settle a complaint, the Union may file a grievance in accordance with the provisions of Article 13, paragraph 13.10 (Grievance Procedure), or the employee may file a complaint with the Canada Industrial Relations Board, in accordance with article 127 of the Canada Labour Code.

**17.5**

Employees assigned to the maintenance of a transmitter shall not be required to work beyond the interlock of the protective relay system when the power is on the transmitter.

**17.6**

In accordance with established Corporation policy, leave of absence with pay will be granted by the Corporation to any employee on account of physical injury and/or mental strain received in the performance of his duties which is compensable under provisions of the Government Employees Compensation Act. This leave will not be charged against any of the employee's leave credits.

**17.7**

The Corporation shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing, and will recognize valid inability to perform such assignments.

**17.8**

Where any employee deems it unsafe for him to undertake work alone, or where safety regulations require additional help, it shall be his responsibility to notify his supervisor, or if that is not possible, to summon help as is required. If neither course of action is possible, or if, in the employee's judgement, the situation presents a clear and definite hazard to life and limb, he may refuse to complete the job, pending the elimination or lessening of the hazardous situation. If any question arises as to the judgement used, the matter shall be referred to the Health and Safety Committee.

## **17.9**

The Corporation shall provide protective clothing, work footwear and clothing allowances for a number of employees responsible for performing duties requiring them. The wearing or use of any items provided is mandatory.

### **17.9.1**

The employee shall not be held responsible for the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to him by the Corporation. Maintenance and cleaning of such clothing are the Corporation's responsibility.

## **17.10**

The Corporation supplies protective clothing, safety shoes and pays for the buying of clothes to those employees whose job requires it. The Corporation shall pay such amounts in accordance with Article 17.10.1 to temporary employees and to employees transferred or upgraded temporarily who occupy these same jobs, on a pro rata basis for the periods in which they occupy such jobs during the twelve (12) months prior to June 1.

### **17.10.1**

The Corporation shall pay employees permanently occupying jobs listed in Appendix 3 and employees assigned permanently to the technical equipment room, the scenic arts workshop and mechanical workshop an annual allowance of \$350 for protective clothing, including wear and maintenance. This allowance shall be paid by June 1 and shall cover the period of January to December of each year. Employees who are permanently hired in or promoted to one of the jobs concerned during the year receive the allowance, prorated according to the length of time worked in such jobs

Employees occupying the job of Building Painter, Senior Painter, Senior Furniture Finisher, Scenic Art Assistant and Senior Scenic Artist shall receive an allowance of \$450.

### **17.10.2**

The Corporation shall provide a parka and a raincoat, as necessary, every two years to groups of employees who regularly work outdoors.

### **17.10.3**

The Corporation supplies the following protective clothing to the transmitter technicians, EFP cameraman and technicians and ENG cameraman and feed transmission who are regularly assigned to work outside:

- a) for winter:
  - parkas
  - lined boots
  - gloves

- coveralls
- snowmobile clothing
- snowmobile helmet

- b) for summer:
- raincoats
  - ponchos
  - boots (hiking)
  - boots (rubber)

According to need, the protective clothing required is made available to employees on a permanent basis or by assignment.

When provided on permanent basis, protective clothing is replaced as necessary.

#### **17.10.4**

Each year the Corporation shall refund on presentation of a bill to the groups of employees listed in appendix 3 up to \$125 to purchase and maintain safety footwear complying with CSA standards, and rubber overshoes.

#### **17.10.5**

The wearing or use of any items provided is mandatory.

#### **17.11**

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

- a) study and expeditiously dispose of any complaints pertaining to employees' health and safety;
- b) participate in the maintenance and monitoring of the program mentioned in section 134.1(4)c);
- c) with regard to hazards in the work place not covered by the program mentioned in section 134.1(4)c), shall participate in the development, implementation and monitoring of a program for the prevention of such hazards that also provides for the education of employees in health and safety matters;
- d) if there is no steering committee, participate in the development and monitoring of the program for prevention of hazards in the work place, including the education of employees in health and safety matters;
- e) participate in all investigations, studies and inspections concerning employee health and safety, and seek, if necessary, the help of people professionally or technically qualified to provide it with advice;
- f) participate in the development and monitoring of the program to provide material, equipment, devices and clothes for personal protection and, if there is no steering committee, its development;



- g) ensure that adequate records are kept of industrial accidents, injuries and health hazards, and regularly check any related data;
- h) cooperate with health and safety officers;
- i) participate in the implementation of changes that may have an effect on work health and safety, notably with respect to work procedures, and if there is no steering committee, the implementation of these changes;
- j) help the Employer investigate the exposure of employees to hazardous substances and assess such exposure;
- k) inspect, monthly, all or part of the work place so that it is fully inspected at least once a year;
- l) if there is no steering committee, participate in the development of health and safety programs.

### **17.12**

In each location 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.

- a) The Committee shall meet at least nine **(9)** times a year, at regular intervals. Special meetings required on an urgent basis shall be held at the call of the co-chairpersons, who must both attend.
- b) Subject to any regulations made under the Canada Labour Code, the Committee will establish procedures for the conduct of its meetings as it considers advisable.
- c) Minutes of each Committee meeting shall be distributed to all Committee members and posted on designated bulletin boards.
- d) The executive of the Committee shall consist of **two** co-chairpersons, one elected from among the employee representatives on the Committee, and the other chosen from among managerial representatives. Chairmanship shall alternate monthly or as agreed by the Committee.
- e) 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.
- f) The Committee shall have the authority to appoint sub-committees where needed. The sub-committees may include advisors who are not Committee members.

### **17.13**

The handling of materials is subject to the provisions of Part XIV, Division III of the Canada Occupational Health and Safety Regulations, as long as they are not amended or rescinded, as reproduced below:

**a) Manual handling of materials – General provisions**

**14.46 (1)** Where, because of the weight, size, shape, toxicity or other characteristic of materials, goods or things, the manual handling of materials, goods or things may be hazardous to the health or safety of an employee, the employer shall issue instructions that the materials, goods or things shall, where reasonably practicable, not be handled manually.

(2) For the purposes of subsection (1), the employer shall take into account the frequency and duration of manual lifting and the distances and terrain over which an object is to be manually lifted or carried in deciding whether the manual handling of the materials, goods or things may be hazardous to the health or safety of an employee.

**b) Handling loads in excess of 10kg**

**14.48** Where an employee is required manually to lift or carry loads weighing in excess of 10 kg, the employer shall instruct and train the employee

- i) in a safe method of lifting and carrying the loads that will minimize the stress on the body; and
- ii) in a work procedure appropriate to the employee's physical condition and the conditions of the work place.

**c) Handling loads in excess of 45kg**

**14.49** Where an employee is required manually to lift or carry loads weighing in excess of 45 kg, the employer shall give instructions to the employee in accordance with section 14.48 that are

- (i) set out in writing;
- (ii) readily available to the employee; and
- (iii) kept by the employer for a period of two years after they cease to apply.

## **SECTION VII**

---

### **EMPLOYEE: HIRING, PROMOTION, TRANSFER**

---

## **Article 18**

### **EMPLOYEE CATEGORIES**

---

#### **Employee Status**

##### **18.1 - Continuing employees**

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

##### **18.1.1 - Continuing part-time employees**

Continuing part-time employees are employees who by mutual agreement with Management work less than 80 hours per two-week cycle, with at least four hours' credit.

##### **18.1.2 - Benefits provided for in the Agreement**

Part-time employees shall be entitled to the benefits provided for in this Agreement on a pro rata basis according to their regular biweekly hours of work, comparable to the 80 hours per two-week cycle of full-time employees, with the following exception :

**a) Salary**

The salary of part-time employees is the basic hourly rate for the time worked, up to 80 hours per two-week cycle.

**b) Holidays**

Part-time employees who are entitled to their salary for at least 15 days in the 30 days preceding the holiday shall be entitled to one paid holiday. Otherwise, the remuneration to which they are entitled for one holiday on which they do not work shall be 1/20 of the remuneration they received during the 30 calendar days immediately prior to the holiday.

**c) Severance pay**

When employees are to receive severance pay for a period of continuous employment, including full-time and part-time or various levels of part-time employment, severance pay shall be calculated as follows :

- i. the period of continuous employment entitling an employee to severance pay shall be established and any periods of part-time work shall be combined and converted into the full-time equivalent ;
- ii. to calculate the amount of severance pay, the full-time equivalent expressed in years shall be multiplied by the weekly rate of pay of a continuing employee for the appropriate group and level ;

**d) Group insurance ;  
Supplementary health insurance and  
basic life insurance ;**

The Corporation shall pay the cost of these insurance plans on a pro rata basis according to the hours worked. It is up to employees to make up the difference in the total cost.

Employees may continue their coverage under other group insurance plans, such as optional life insurance, long-term disability insurance, reducing term insurance, dependents' life insurance, accidental death and dismemberment insurance and travel insurance. These insurance plans shall be prorated when based on the employee's salary.

**e) Pension**

Part-time employees who meet the eligibility criteria may belong to Part II of the CBC Pension Plan. However, employees who belong to Part I of the Pension Plan the day prior to becoming part-time shall belong to Part II of the CBC Pension Plan.

**18.1.3 - Notice of return to full-time work**

Continuing part-time employees who wish to return to full-time work shall give at least two weeks' notice or other notice set by mutual agreement between employees and their supervisor.

**18.1.4 - Probationary period after hiring**

All employees except as provided in Article 18.2 shall be probationary employees for a period of six (6) months from the date of their hiring.

During the probationary period, the article respecting disciplinary measures need not apply and the Corporation may terminate employment any time.

**Temporary employees**

**18.2 - Temporary employees / temporary on call, period and reason for hiring**

The Corporation may hire temporary employees who work full days, full weeks or on call for ad hoc production needs and as replacements.

Each department or location will establish its list and call procedure in light of the requirements of the job to be filled. The hiring date shall take precedence for employees who meet the requirements of the job to be filled. (The requirements are the professional knowledge, aptitudes and professional skills required of an employee to occupy a job.)

**18.2.1 - Hiring of temporary employees and vacant positions**

The provisions of this Section shall not be used to avoid filling an existing vacancy.

### **18.2.2 - Benefits provided for in the Agreement**

Subject to the restrictions of the various employee benefit plans, temporary employees shall enjoy all the benefits provided for in this Agreement, prorated according to the duration of their employment, with the following exceptions :

**a) Section IX**

Job security shall not apply.

**b) Article 24 (section VII)**

Severance pay shall not apply.

**c) Article 19 (section VII)**

Seniority shall apply only to salary scale progression.

**d) Staff reduction**

In the event of a staff reduction due to lack of work terminations of employment within the same **job** cluster of a same salary group will be in the reverse order of hiring dates.

In the event a new temporary need occurs within six months of such termination of employment recall will be in the reverse order of termination. This provision does not apply to termination of employment related to the performance of an employee.

**e) Notice of termination**

Temporary employees shall be entitled to **two weeks'** notice or **two weeks'** pay in lieu of notice.

**f) Holidays**

Temporary employees who are entitled to their salary for at least 15 days of the 30 days preceding the holiday shall be entitled to one paid holiday. Otherwise, they shall be entitled to 1/20 of the pay they received during the 30 calendar days immediately prior to the holiday, for one holiday on which they do not work.

**g) Annual leave**

Annual leave duration shall be up to three weeks per year. For temporary employees with eight (8) or more years of continuous service, annual leave duration shall be up to 4 weeks per year. Annual leave shall be taken in accordance with article 58.

Annual leave taken in excess of those paid leave credits shall be without pay. Conversion will be in hours when pay systems will allow it.

A temporary employee accumulates paid annual leave credits on a pro rata basis according to time worked.

Such annual leave shall be paid at the hourly rate of the job to which he is assigned on a continuous basis, or at the hourly rate of the job most frequently occupied the previous year.

- h) Special leave**  
Temporary employees shall be entitled to special leave in accordance with the Corporation's current policy for the days on which they are assigned.
- i) Basic salary**  
Temporary employees shall be paid the hourly rate for the job to which they are assigned. For employee benefit plans, however, their salary is deemed to be that of Group 1.
- j) Sick leave**  
Temporary employees shall not be entitled to short- or long-term disability leave. Employees shall, however, earn sick leave at the rate of 1¼ days for every 20 days worked. Up to ten days' credits may be earned.
- k) Special disability income protection**  
Temporary employees shall be entitled to special disability income protection in accordance with the current Human Resources policy.
- l) Group insurance**  
Temporary employees who for three consecutive months meet one of the following eligibility criteria shall join the group insurance program :
- i) a monthly average of at least 2½ days of work a week ;
  - or
  - ii) a monthly average of at least 20 hours of work a week.
- Once employees have qualified, they shall belong to the program until employment has ended.
- Employees who belong to the group insurance program shall be entitled to supplementary health insurance and basic life insurance (based on a fixed salary of \$25,000) paid by the Corporation on a pro rata basis according to the number of hours worked. Employees shall pay the difference in the costs for supplementary health insurance and basic life insurance.
- They may belong, at their expense, to optional insurance plans, such as optional life insurance, reducing term insurance, dependents' life insurance, accidental death and dismemberment insurance and travel insurance.
- m) Travel accident insurance**  
Employees who travel at the request of the Corporation shall be entitled to travel accident insurance paid by the Corporation.
- n) Pension Plan**  
Temporary employees who meet the eligibility criteria may belong to Part II of the CBC Pension Plan. To be regarded as being on continuing service as

provided for in Article 3 of Part II of the Pension Plan, temporary employees shall have been paid at least one day a week.

The contribution percentage shall be based on the average number of hours worked in the previous year.

**18.2.3 - Seniority when hired as continuing employee**

The seniority of a temporary or casual employee who is subsequently hired without any interruption of service on a full-time continuing basis shall be deemed to commence on the date of the original hiring.

**18.3 - Availability of temporary employees**

The parties agree that it is necessary to put in place a fair process respecting the unavailability of temporary employees, using the list and call procedure to ensure proper management of their availability.

Notification of the schedule shall be interpreted as being an agreement between the employee and the Corporation.

The parties agree that it is the employees' responsibility to announce their unavailability to the Corporation at least twenty-four (24) hours before notification of the schedule, as provided for in article 51 (Notification of the Schedule), paragraph 51.1. However, each day of unavailability shall be considered as time worked for the purpose of assigning the number of hours in the cycle. This rule will generally apply for a minimum credit of eight (8) hours at regular time, except where an employee is assigned exclusively for minimum credits of ten (10) hours at regular time in the cycle.

Employees who announce their unavailability for one or more days of their assignment to the Corporation after the above-mentioned deadline shall be considered as having the least seniority on the call list provided for in Article 18.2 upon notification of the schedule for the coming cycle.

This consequence shall apply to each notification for which an employee does not meet the deadline for announcing unavailability, and covers **all** of the duties that form part of the employee's job assignment.

Furthermore, employees who are unavailable for more than seventy (70) calendar days out of a period of ninety (90) calendar days or more shall have their hiring date adjusted to the date of their return.

Additionally, the Corporation may terminate employees who have gone six (6) months without an assignment, except if they are on authorized leave in accordance with the Corporation's current policy.

---

**Article 19****SENIORITY****19.1 - Corporation seniority**

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 only to the order of lay-off, re-hiring and the choice of annual leave periods.

**19.2 - Unit seniority**

Unit seniority shall correspond to the length of continuous service within the bargaining unit covered by this Agreement or in one of the former union groups combined to create this unit. It shall apply only to promotions and calculation of remuneration.

---

**Article 20****COMPUTATION OF SENIORITY  
AFTER INTERRUPTED SERVICE****20.1**

In the event an employee with one (1) year or more of Corporation seniority is laid off or is granted leave of absence or transferred to a position within the Corporation not covered by this Agreement:

- a) continuity of service for purposes of Corporation or unit seniority shall be considered unbroken if he returns to the status of an employee within one (1) year;
- b) if he returns to the status of an employee after one (1) year has elapsed, his Corporation or unit seniority upon returning shall be those which he had on the effective date of such lay-off, transfer or leave of absence.

**20.2**

Notwithstanding the foregoing, an employee who is permanently transferred to a position outside the bargaining unit for more than five (5) years shall lose his seniority for purposes of bumping down in the bargaining unit.

**20.3**

In the event an employee other than a probationary employee, with less than one (1) year of Corporation seniority is laid off, if he returns to the status of an employee before one (1) year has elapsed, his Corporation or unit seniority upon returning shall be those which he had on the effective date of such lay-off.



**21.1 - Filling a vacant position**

When the Corporation must fill a vacant permanent position, it post:

- a) **locally**  
all local positions below Group 7.
  
- b) **nationally**  
for all Groups 7 and above.

Notice of vacancies in the bargaining unit shall be posted for not less than ten (10) calendar days prior to the expiry date specified on the posting.

If the Corporation decides to abolish the position, it informs the Union within the sixty (60) days following the vacancy of the position

**21.1.1 - Applications for these positions by absent employees**

The Corporation agrees to consider the applications of employees who are on out-of-town assignment, on annual leave or on short-term disability leave for more than three consecutive working days, but who have already notified the local Human Resources office in writing that they are interested in a particular position or have designated someone to apply on their behalf.

**21.2 - Posting of training and vacant positions**

When the Corporation has to fill positions requiring training, it shall inform the employees represented by the bargaining unit through area-specific posting in the location concerned. **Such notice shall remain posted for a minimum of three (3) days.**

**21.3 - Temporary job, posting**

Should it be necessary to fill a position temporarily for more than twenty-six (26) calendar weeks, notice shall be posted on the designated bulletin boards, within the location concerned. Such notice shall remain posted for five (5) days and shall indicate the requirements of the job and the approximate duration.

**21.4 - To be selected for a vacant position, requirements and conditions**

To be selected for a vacant position in the bargaining unit, employees shall meet the requirements established by the Corporation, provided such requirements are directly related to the job, including the necessary qualifications for performing the duties described in the position description, which is an integral part of this Collective Agreement, and meet the coefficient for the overall average required in the selection process, below.

#### **21.4.1 - Transfer from one location to another**

The Corporation shall take into account applications from employees in other locations, but shall not, however, have to transfer an employee who has the qualifications required for a position from one location to another.

#### **21.4.2 - Hiring of outside candidates**

Nothing in this Article shall prevent the Corporation from hiring outside candidates when no employee applies for the position or when no employee qualifies.

#### **21.5 - Selection procedure and job posting**

The interview evaluation criteria, the weighting, the coefficient attributed to each of the stages in the selection process for a job, the coefficient of the general average, and the name of the contact for getting the results of each of the stages, will be included on the job posting.

To ensure the proper examination of candidates for hiring or promotion, the parties agree to the following selection process :

The selection process, specific to each job, generally comprises three stages:

- 1<sup>st</sup>) A theoretical test - optional for jobs below Group 7, at the Corporation's discretion;
- 2<sup>nd</sup>) An optional practical test for jobs below Group 7, at the Corporation's discretion ;
- 3<sup>rd</sup>) A selection interview.

The selection board shall be composed of at least three (3) people. The members of the board may consult the employee's record, and performance and development management form.

##### **21.5.1 - Use of an instructor to examine candidates**

Candidates shall be examined with the help of a technical instructor or a qualified employee recognized by both parties and only for the theoretical and practical tests. If it is impossible to use the services of such personnel, the services of a qualified person may be used with the agreement of both parties.

##### **21.5.2 - Summary of the test subjects and materials**

The Corporation shall ensure that a summary of the subjects and materials for the theoretical and practical tests is available to employee.

##### **21.5.3 - Eliminary aspect of stages in process**

Employees shall pass each of the steps mentioned above before going on to the next step.

#### **21.5.4 - Unit seniority and selection process**

The employee with the most unit seniority who meets the coefficient of the overall average required in the selection process shall be the one selected.

#### **21.5.5 - Notice to Union on completion of process**

Upon completion of the selection process, the Corporation communicates to the **national** Union the name of the selected person and the name of the candidates from the bargaining unit.

#### **21.6 - Results of candidates valid for identical position**

The Corporation shall keep the results of candidates who were successful in the above selection process for one year for an identical position. Unsuccessful candidates may not apply again for an identical position for six months.

#### **21.7- Examinations on day off**

When employees have to sit examinations on a day off, they shall be entitled to a leave credit equivalent to the time spent.

#### **21.8 - Preference for employees in unit**

Employees In the bargaining unit will be given preference for promotion to vacancies occurring within their unit provided they are suitably qualified, and in compliance with the provisions of the present article.

#### **21.9 - Probationary period, beginning and duration**

Promoted employees shall be on probation for up to six months in the higher classification as of the date of their promotion.

#### **21.10 - Annual candidacy for temporary positions**

Prior to February 1 each year, employees may notify Staffing in writing about their preference for any jobs lasting less than 12 weeks that may become temporarily vacant in the coming year. Employees who have made such an application, if they have the qualifications to perform the required duties of the job shall be considered before a new temporary employee is hired.

This provision shall not be a ground for grievance, unless there is unfair discrimination.

### **Article 22**

### **TEMPORARY UPGRADE**

#### **22.1 - Temporary upgrading, terms and premiums**

In the event that an employee is temporarily assigned to perform work of a higher classification within the bargaining unit than that in which the employee is permanently assigned, he shall receive, in addition to his normal pay and other premiums and penalties, a flat amount as follows:

- a) **up to Group 4**  
for a work day or portion of work day when such assignment is to a job classification \$ 10.00
- b) **to a job classification above the Group 5 to 8**  
to a job from group 5 to 8 \$ 15.25
- c) **to a job classification up to Group 8**  
to a job in Group 8 \$ 21.00

**22.1.1 - Replacements for breaks and meals**

The above payments will not be made when the employee is temporarily upgraded to cover break, relief or meal periods.

**22.2 - Remuneration for temporary upgrading**

Employees assigned or temporarily upgraded to duties in a higher group for a period of not more than four (4) weeks shall be paid in accordance with the fixed rate mentioned above.

Should they be assigned or temporarily upgraded for a period of more than four (4) weeks, they shall be paid at the rate of the higher group in accordance with the provisions of Article 41, paragraph 41.3 (Minimum increase for promotion).

**22.3 -When an employee is on training**

The upgrading pay provisions of this Article shall not apply where an employee is assigned for training or trial for a period up to a maximum of three (3) calendar months. Should his work prove satisfactory during his trial period, he shall be confirmed in the position and paid the rate of such classification, retroactive to the date of commencement of the trial period.

The Corporation will not use this provision to avoid filling a vacancy.

**Article 23**

**PERMANENT TRANSFER**

**23.1**

When the Corporation gives notice of a permanent transfer, the employee shall be paid transfer and removal expenses in accordance with the provisions of the Corporation's Travel Policy and Relocation Expenses - Canada except as specifically limited in Section IX

**23.1.1**

The Corporation is considered to have given a notice of permanent transfer when the transfer is the result of the application of Article 21 (section VII) and Section IX or when the permanent transfer is made in compliance with paragraph 23.2 above.

## 23.2

The Corporation may not demand that employees be transferred permanently from one location to another (for example, from Moncton to Sept-Iles).

## Article 24

## SEVERANCE PAY

---

### 24.1

**24.1** This article applies solely to employees in the bargaining unit who are regular employees as of the date of the signing of the Collective Agreement.

Notwithstanding the foregoing, this article shall apply to temporary employees who become regular employees after the date of the signing of the Collective Agreement, in the following special cases:

- a) after a staffing process following a posting initiated before March **31, 2006**, inclusive;
- b) after filling of posted positions following application of Letter of Understanding **13** (December **2005** reading);
- c) after posting and filling of a position vacated following the resignation or retirement of a regular employee before March **31, 2006**, inclusive

### 24.2

Upon separation from staff, resulting from retirement or death, employee in the bargaining unit shall receive severance pay in a lump sum (except as provided for in paragraph **24.4** equivalent to three (3) calendar months salary for completion of ten (10) years of continuous service and for each subsequent year of continuous service an additional one-fifth (1/5) of a one (1) month's salary to a maximum six (6) months.

### 24.3

Employee 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 employee who retire and do not qualify for the Corporation pension 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.

### 24.4

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 paragraph **24.2**. Such allowance will be paid in the same manner as regular salary and will be subject to deductions for the Corporation's staff benefits 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 25****RETIREMENT****25.1**

Mandatory retirement is based on age in accordance with the current Human Resources Policy effective at the time of signing.

---

**Article 26****USE OF TWO OFFICIAL  
LANGUAGES****26.1**

Language requirements of a position or group of positions in the bargaining unit as well as the degree of linguistic proficiency required to perform the job adequately will be determined by Management, in consultation with the Union.

The designation of these requirements will be carried out in accordance with the Corporation's basic policy orientation.

**26.2**

The Corporation will take the necessary steps to enable employees involved in positions designated in paragraph 26.1 above to acquire the necessary degree of linguistic proficiency.

**26.3**

The evaluation of an employee's ability and/or potential to meet language requirements of designated jobs will be reviewed with the Union.

**26.4**

The Corporation will provide for French or English language training of employees concerned as part of their normal schedule of assignments, to enable them to acquire the required degree of proficiency in the other language, subject to their admission at the Language School. The choice of the Language courses, however, will be the exclusive responsibility of the Corporation.

**26.5**

An employee will not be separated as a result of his lack of ability to acquire the other language. On the other hand, such an employee will be subject to be reassigned, retrained and/or relocated.

## 26.6

Notwithstanding the foregoing, the Corporation shall pay, as necessary, the costs of language courses needed by employees to fill positions requiring both official languages.

## Article 27

## TRAINING

---

### 27.1 - Preamble

The Corporation plans to continue its training efforts since it is in its interest to maintain a high level of competence among all its employees. Accordingly, the Corporation shall make every effort to set up training programs with its in-house resources and the assistance of learning institutions or equipment manufacturers. A joint committee shall be set up for this purpose by the parties.

### 27.2 - Joint committee – Mandate and role

The mandate of the joint committee shall be to discuss all questions concerning the professional training and development of the employees represented by the bargaining unit. The committee shall meet at least twice (2 times) a year, in **May/June and November/December** so that the meetings coincide with the various stages in the Corporation's management plan regarding training.

The role of the joint committee shall be to consider training needs, act as a consultant regarding training programs and/or services available and may make recommendations to the areas concerned. To do so, it shall take initiatives, for example, **do** an inventory of courses and/or training that might be available (e.g.: training on CD-ROM) and shall inform the areas concerned of these initiatives.

The committee shall prepare an annual summary so as to inform employees of the total training actually given in relation to the training management plan set.

The committee shall consist of four **(4)** members delegated by each of the parties, who will represent all areas and regions. The Corporation shall release Union members with pay so that they can take part in joint meetings.

### 27.3 - Expression of interest

Prior to June 30 each year, in the light of preparation of the management plan, any employee may indicate in writing to his immediate supervisor his preference for training that may be given in the coming year. This information complements that received in the meeting organized as part of "Performance and Training Management" and the posting of training, under Article **27.7 and 21.2**.

Employees may nevertheless submit an ad hoc application to their immediate supervisors at any time.

#### **27.4 - Training needed for his work and general training**

Training needed to perform work at a given level by an individual who already occupies this level is the Corporation's particular responsibility. The Corporation shall give courses to any new employee who, having met the hiring standards, must have his knowledge adapted to the equipment, work methods and operating methods used by the Corporation for the production and airing of programs.

#### **27.5 - Documentation and information**

The Corporation shall pursue the efforts already begun to provide employees with the documentation and information necessary to perform the duties described at the various work levels.

#### **27.6 - Flexibility and training**

The Corporation undertakes to provide the training required to employees whose duties are:

- a) extended to perform the duties of another job in the same salary group;
- b) extended to perform the duties of a job in another bargaining unit or a management position.
- c) **extended following the global re-evaluation of jobs, as per application of Letter of Understanding 15**

Such employees shall be trained to provide them with sufficient command of the work to be performed before they are assigned to it.

#### **27.7 - Posting and training**

The Corporation undertakes to promote the ongoing professional development of its employees by posting training in order to develop a succession. **Such posting in the location concerned shall be for a minimum of three (3) days.** It is understood that training for an incumbent employee in a position for which training is required will not be posted.

#### **27.8 - Definitions and remuneration related to training**

##### **Training:**

- a) When an employee acts as an instructor/trainer, he is assigned the duty and responsibility to provide a colleague with a particular skill level so that he can perform the duties of a position or a function, or so that he can apply a work method. Training is given in the classroom or in the work place, and sometimes requires that teaching material be provided.

This provision also applies when the Corporation asks an employee to prepare and establish a training plan to give training to an employee in his work environment.



In such situations, the employee who is released or not from his regular assignment shall be paid at the level of two (2) groups above the one he occupies, though without going beyond the level of the Instructor's Group (reference-- Job Descriptions no 6421 and 6406).

Once training is complete, an employee may be taken to the work place by another employee to receive practical familiarization. In such cases, the provisions of Paragraph b) shall apply.

Familiarization:

- b) It is the employee's responsibility to familiarize other employees with their duties and the handling of equipment. This is a situation in which an employee already has the general skills and knowledge of particular functions or the operation of equipment and only needs a few instructions to be able to apply his skills or knowledge to a new work environment.

In such situations, employees shall not be entitled to additional remuneration.

- c) An employee on training shall be paid the salary of his basic position for any period in which he is on training at the Corporation's request.

When an employee is assigned to training and/or travel connected to training, he shall waive the provisions of the collective agreement respecting overtime and allowances.

- d) An employee shall receive a leave credit, at the regular rate, for the duration of all training and/or travel connected to training on a day off.

### **27.9 - Academic training**

It is up to the employee to acquire the academic training normally given in public colleges and universities required for him to advance in his career. Some expenses thus incurred may be refunded by the Corporation, in accordance with the training policy.

The pursuit of full-time studies in a field related to an employee's work is a valid ground for receiving unpaid leave.

## **SECTION VIII**

---

### **DISCIPLINARY MEASURES**

---

#### **Article 28**

### **DISCIPLINARY MEASURES**

---

#### **28.1**

For the purposes of this Article, a disciplinary measure is a written reprimand, a suspension or dismissal with intended to correct an employee's misbehaviour but does not concern performance and development management.

**28.2**

If an expression of dissatisfaction of a disciplinary nature is not made in accordance with the following procedure it shall not become part of the employee's record for uses against the employee at any time, or give rise to a disciplinary action.

**28.3**

The Corporation shall advise the employee in writing of the major facts relating to an expression of dissatisfaction and the holding of an investigation; such notice must be given to him within fifteen (15) working days of receipt of the facts. The Union shall also be informed of the holding of such an investigation.

**28.4**

Within fifteen (15) working days of receipt of the notice specified in paragraph 28.3, the investigation shall be conducted and the employee shall be called with 48 hours advance notice to a discussion during which the relevant facts shall be established and discussed. The union will be informed at the same time as the employee of the date time and location of this meeting.

**28.5**

Absences, annual leave and out-of-town assignments shall not be included in the time limits stipulated in this Article.

**28.6**

The Corporation's decision shall be conveyed to the employee within fifteen (15) working days of the discussion specified in paragraph 28.4. If the Corporation decide to take a disciplinary measure, the notice shall indicate the relevant facts for which this decision was taken.

**28.7**

Any mention of an expression of dissatisfaction that proves to be unjustified must be withdrawn from the employee's record and destroyed.

**28.8**

At any time during the procedure provided above, and at the latest within fifteen (15) working days of transmittal of the Corporation's decision, the employee may enter his written version of the facts in this record.

**28.9**

An employee called to a discussion as specified in paragraph 28.4 shall be informed of the fact that he may be accompanied, if he so wishes, by Union representative. He shall be able to review his status and pay file in the presence of a representative of the Corporation and, if he so wishes, in the presence of the Union representative. It is understood that the unavailability of a Union representative shall not unduly delay a disciplinary discussion.

**28.10**

A disciplinary measure shall be imposed only for just and sufficient cause. In arbitration, the burden of proof is on the Corporation, and grievances regarding disciplinary measures shall have priority over grievances of another nature.

**28.11**

If an employee is suspended or dismissed, the Corporation shall advise the Union in writing.

**28.12**

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: at the end of three (3) months for letter of reprimand or 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 performance since the incident, the Corporation will communicate to the employee in writing in that connection with a copy provided for his status and pay file.

**28.13**

The record of an employee will not be used against him at any time:

- a) when eighteen **(18)** months have elapsed since the issuance of a letter of reprimand
- b) when twenty-four **(24)** months have elapsed since a suspension.

**28.13.1**

All references to any disciplinary action shall be removed from the employee's status and pay file two (2) years after the day of the infraction.

## **SECTION IX**

---

### **JOB SECURITY**

---

#### **Article 29**

#### **TECHNOLOGICAL CHANGE**

##### **29.1**

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

##### **29.2**

At least one hundred and twenty (120) calendar days prior to the Introduction of new of modified equipment and/or associated changes in methods of operation, which may result in the retraining and/or relocation of employees, the Corporation shall notify the Union, In writing, 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.

##### **29.2.1**

The posting requirements of the Agreement shall not apply where employees are reassigned and/or relocated as provided in paragraph 29.2.

##### **29.2.2**

It is understood that the provisions of paragraph 29.2 will not apply to situations which involve the normal reassignment of staff within their present **job** classification including on-the-job familiarization and/or re-orientation.

##### **29.3**

Where appropriate, the parties will utilize the services of the Manpower Consultative Service of the Federal Department of Employment and Immigration.

##### **29.4**

Within ninety (**90**) days of the signing of the Agreement, the Corporation agrees to establish with the Union a Technological Change Study Committee, to provide for continuing consultation and co-operation 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 lose of pay or leave credits to attend these meetings.

##### **29.5**

If an employee refuses an offer to be reassigned, retrained and/or relocated, he may be subject to lay-off as provided in Article 33 (section IX).

### **29.5.1**

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.

### **29.5.2**

If an employee fails due to his own wilful misconduct to successfully complete the training and/or trial period referred to in paragraph 29.5.1 above, he may be subject to lay-off as provided in Article 33 (section IX).

## **Article 30**

## **STAFF REDUCTION**

### **30.1**

No employee will be laid off, separated or suffer a reduction in salary because of:

- i) any work within the jurisdiction of the bargaining unit being done for the Corporation using outside facilities or personnel except under the provisions of the letter of understanding 9 (section XV).

or

- ii) the use of outside resources that provide or produce programming for the Corporation.

### **30.1.1**

No employee of the unit STRF and unit NABET who was on staff as of December 1, 1983 and employee of the unit SCFP who was on staff as of December 31, 1983 and is still an employee as of the date of the signing of this Agreement and who has completed his probationary period will be laid off, separated or suffer a reduction in salary during the term of this Agreement because of a reduction of staff resulting from causes other than those dealt with in Article 29 (Section IX).

However, if an employee:

- i) refuses to bump another employee in the bargaining unit at his location or in any other location in the region, as defined in paragraph 33.3 (section IX)

or

- ii) is not successful in bumping another employee in the bargaining unit at his location or region and refuses to transfer to a vacant position in the bargaining unit in his location or in any other location in the region as defined in paragraph 33.3 (section IX) for which he 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 (section IX).

**Article 31**

**31.1**

Where the Corporation decides it must effect a major reduction in its operations at a location, no employee of the unit STRF and NABET who was on staff as of December 1, 1983 and no employee of the unit SCFP who was on staff as of December 31, 1983 and is still an employee as of the date of the signing of this Agreement and who has completed his probationary period shall be laid off, separated or suffer a reduction in salary.

However, If an employee:

- i) refuses to bump another employee in the bargaining unit at his location or in any other location in the region following the procedures outlined in Article 33.(section IX).

or

- ii) is not successful in bumping another employee in the bargaining unit in his location or region and refuses to be transferred to a vacant position within the bargaining unit in his location or any other location as defined in paragraph 33.3 (section IX), for which he is deemed to be qualified, with a reasonable degree of initiation, the employee shall be laid off.

In which case, notwithstanding paragraph 33.10 (section IX), he 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. In addition, during the notice period, the Corporation shall grant the employee the time necessary (departmental requirements permitting) to be interviewed for positions.

**31.1.1**

A "major reduction" in Corporation operations at a location means a reduction in the number of employees caused by a reduction in the then current level of 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 operation only,
  - iii) a station closure where there is no staff except for maintenance and distribution,
  - iv) a station closure where no program production exists.

Where Television and Radio stations exist in the same location, paragraphs 34.1 i) and ii)(section IX) apply for Radio, only when Radio has the majority of bargaining unit employees at that location.

### **31.2**

An employee who has completed his probationary period but is not personally protected by virtue of paragraph 30.1.1 or 31.1 may be subject to lay-off, separation or suffer a reduction in salary resulting from causes other than those dealt with in Article 29 (section IX) of this Article, in accordance with Article 33(section IX).

## **Article 32**

## **STAFF REDUCTION**

### **32.1**

No later than six (6) weeks (including notice to employees as provided in paragraph 33.10 prior to any reduction of staff resulting from causes other than the introduction of new or modified equipment and/or associated changes in methods of operation, which may bring about lay-off or separation of employees, the Corporation shall advise and discuss the matter thoroughly with the Union. Group notice of quantitative lay-off will be In accordance with pertinent sections of the Canada Labour Code.

### **32.2**

For this purpose, the Corporation and the Union shall establish a Joint Manpower Committee at the locations Involved as required, to provide for consultation and cooperation between the patties In order to avoid and minimize any adverse effects resulting from the reduction of staff.

The Corporation agrees to release not more than three (3) employees without loss of pay or leave credits to attend these meetings.

### **32.3**

Where suitable alternative employment is available for any displaced employees, such employees designated for reassignment and/or re-location will be given assistance and/or training to adjust to the other position.

### **32.4**

The parties agree to establish a National Joint Manpower 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 from the local Committees. The Corporation agrees to release not more then three (3) employees without loss of pay or leave credits to attend these meetings.

### **32.5**

Where appropriate, the parties will utilize the services of the Manpower Consultative Service of the Federal Department of Employment and Immigration.

### **32.6**

The posting requirements of the Agreement shall not apply where employees are reassigned and/or relocated in accordance with Article 29 (section IX).

### **32.7**

If an employee refuses an offer of reassignment, retraining and/or relocation and, if the Joint Manpower Committee's efforts to find him alternate employment are unsuccessful, he will be subject to the provisions of Article 33 (section IX).

## **Article 33**

## **BUMPING AND LAYOFFS**

### **33.1- Precedence of continuing over temporary employees, conditions**

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

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

#### **33.1.1 - Temporary employment to delay bumping process**

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

The posting requirements of the Agreement shall not apply in this circumstance.

### **33.2 - Order of lay-offs**

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

- i) **Vacant position at the same salary level**  
Employees shall accept vacant positions at the same salary level in their location for which they have the necessary qualifications before bumping employees with less Corporation seniority.
- ii) **Less seniority in the same salary group**  
Failing a vacant position, employees shall bump the employee having the least Corporation seniority in the salary group they occupy in their location and for whose position they have the necessary qualifications.
- iii) Reassignment or bumping to a lower group



If there are no opportunities within the salary group in their location, reassignment and bumping opportunities shall be established within the group directly below, and so on.

iv) **Transfert or bumping to another location**

If there are no opportunities in their location or if they become the employee in their location with the least seniority and are subject to lay-off, they shall be entitled, in accordance with the procedure mentioned above, to be transferred or bump an employee with less seniority (including employees on probation) in other locations in the area.

**33.3 - Application, Corporation locations**

This article shall apply to CBC locations In Quebec and Moncton.

**33.4 - Definition of "location"**

"Location" shall mean a metropolitan area including its transmitter point(s).

**33.5 - Transfer to a vacant position in another location**

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.

**33.6 - Offer of transfer, notice and conditions**

An employee being offered relocation as provided in Articles mentioned above he will be given fourteen (14) calendar days notice of such offer. The employee must then advise the Corporation within this period if he will accept the relocation. If he elects to re-locate, he 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.

**33.6.1 - Employee who does not report by deadline**

Failure to report within such time limits will result in the employee's name being removed from the seniority list and he will be considered as having resigned from the service of the Corporation with consequent loss of all rights and privileges.

**33.7 - Bumping, if impossible**

If the employee is unable to bump another employee as provided above, paragraph 33.10 shall apply except where an employee is personally protected by virtue of paragraph 30.1.1 (section IX) and 31.1 (section IX).

**33.8 - Probationary period, various conditions**

Except where an employee is personally protected by virtue of paragraph 30.1.1 (section IX) and 31.1 (section IX), an employee who has been relocated, has bumped or has been transferred, as provided in paragraph 33.1 and fails to successfully complete a trial period, the duration of which shall be no longer than three(3) months, may be subject to lay-off as provided in paragraph 33.10. However, in the event that an employee who is personally protected by virtue of

paragraph 30.1.1 (section IX) and paragraph 31.1 (section IX) and who has bumped or been transferred and who fails to successfully complete his trial period, the National Joint Manpower Committee will meet in order to, within a reasonable period of time, find appropriate alternate employment for such an employee.

### **33.9 - Vacant position and non-STARF employee faced with lay-off**

Permanent Corporation employees outside the bargaining unit faced with lay-off and who possess the occupational qualifications may be offered vacant positions not filled by any permanent employee of the bargaining unit or any employee eligible for re-engagement under Article 34 (section IX)

### **33.10 - Notice, lay-off pay, time off for interviews**

Except as provided in paragraph 31.1 (section IX), an employee who has completed his 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.

### **33.11 - Payment of lay-off pay**

Employees who receive four (4) weeks' notice of lay-off and work this whole period will receive their lay-off pay within thirty (30) days of their last day of work. Employees who receive pay in lieu of notice will receive their lay-off pay no later than four (4) weeks following their last day of work.

### **33.12 - Lay-off pay when laid off more than once**

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) week's salary for each six (6) months of continuous service or major portion thereof with the Corporation following return from the previous period of lay-off.

## **Article 34**

## **RE-ENGAGEMENT OF EMPLOYEES**

### **34.1 - Permanent Employment**

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:

- i) to employees who are personally protected by virtue of paragraph 30.1.1 and 31.1 (section IX) whose position has been declared redundant and for whom no alternate position has yet been found,
- ii) to employees who are personally protected by virtue of paragraph 30.1.1 and 31.1 (section IX) who bumped, were bumped, or were redeployed to another position within his location,

- iii) to other employees who bumped, were bumped, or were redeployed to another position within his location,
- iv) to other employees who chose temporary employment under paragraph 33.1 (section IX),
- v) to employees who were laid off,
- vi) to persons outside the bargaining unit.

**It is agreed that laid-off employees who have chosen to take retirement shall be deemed to have waived their recall rights.**

### **34.2**

Subject to the provisions of paragraph 34.1 above, a re-engagement offer shall be sent to all qualified employees by order of Corporation seniority.

### **34.3 - Recall Rights**

- i) **Refusal**  
Should an employee, who was offered a position for which he is qualified at his location at the same salary level as he previously had, refuse such an offer, all recall rights are lost.
- ii) **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.
- iii) **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.
- iv) **Rights lost following refusal of assignment**  
Recall rights will be maintained if an employee refuses a job offer at a group level lower than that previously held.
- v) **Refusal at Another Location**  
Should a notified employee refuse a position at his former salary level in a location other than the one from which he was laid-off, his name will be removed from the recall list of that location

### **34.4 - Re-engagement - One Year**

Re-engagement notices shall continue to be offered to all employees listed in paragraph 34.1, no longer than twelve (12) months from the date of bumping or redeployment (except for employees on LTD, STD, Maternity, Paternity and Child Care Leave, Workmen's Compensation, for whom the twelve (12) month re-engagement period commences at the time they return from the respective leave).

### **34.5 - Recall Definition**

Recall will be local, regional, In accordance with the same provisions as the posting of vacancies, Article 21 (section VII).

i) **Locally**

All positions within a Corporation location;

ii) **Regionally**

All Corporation locations as defined in paragraph 33.3 (section IX) - Group 7 and above where no locally qualified candidate is available.

### **34.6 - 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 paragraph 34.1 have had the opportunity to exercise their right of reinstatement.

### **34.7 - Notice of Recall**

Notice of recall shall be sent to all qualified employees listed in paragraph 34.1.

#### **34.7.1 - Certified Mail**

A registered mail or certified mail will be sent to all laid-off employees who are qualified. Recall can be done by transmitting a letter In hand (signed for by the employee) to employees still on staff. Time limits start only from the day after the employee signs that he has received the notice.

### **34.8 - Local Joint Manpower Committee Role**

The Local Joint Manpower 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 locations) employees would wish to be recalled. It shall be the responsibility of the employee to inform the Local Joint Manpower Committee of any change li address.

### **34.9 - Seniority**

The right of acceptance/refusal shall be in order of Corporation seniority.

### **34.10- Time Limits to Reply**

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

### **34.11 - 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 Corporation

### **34.12 - Relocation Expenses**

Employees accepting employment at another location will be paid relocation expenses as per article 36 (section IX).

### **34.13 - Union Notification**

The Union, at the Local and National Level, will be copied on all permanent employment offers and confirmation of permanent employment.

### **34.14 - Salaries**

Except for those employees whose salaries are protected by virtue of paragraphs 30.1.1 and 31.1. (section IX), salary on recall will be on the basis of the step in salary scale of the job offered which recognizes the employee's Corporation 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 is offered.

## **Article 35**

## **RE-ENGAGEMENT OF EMPLOYEES**

---

### **35.1 - Temporary employment**

Temporary employment that can be planned in accordance with the conditions and time frames as spelled out in paragraph 34.10 and 34.11 (section IX), such as seasonal programs, vacation reliefs, Maternity, Paternity and Child Care 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 in article 34 (section IX).

### **35.2 - Relocation Costs**

The Corporation shall not be required to pay any relocation costs for temporary employment.

### **35.3 - Refusal Does Not Limit Rights**

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

### **35.4 - Local List**

The local Joint Manpower Committee will establish a list of those employees with qualifications who would be interested in temporary work. This list will be used as a source of candidates for temporary work (planned and/or short notice). The local Joint Manpower Committee will update all lists on a monthly basis.

### **35.5 - Employee's preferences**

Employees who wish to occupy temporary positions in other locations may indicate their preference to the local Human Resources office in their location. The local Human Resources Office will forward their name to the appropriate

Human Resources Office for addition to the local list (e.g. vacation relief positions).

**35.6 - Person from Outside the Bargaining Unit**

No person from outside the bargaining unit shall be placed in such employment until all employees whose name appears on the list referred to in Article 35.5 have been given the opportunity to exercise their right to such temporary work.

**35.7 - Short Notice Temporary Work**

Short notice temporary work that cannot be planned In advance, in accordance with the time frames as in Articles 34.10 (section IX) and 34.11 (section IX) will be offered in the following manner:

- i) Interested employees  
All employees interested in temporary work shall advise their local Human Resources Office of their area(s) of interest based on qualifications. They shall be entered on the on-call list provided for under Article 18, Paragraph 18.2, based on seniority and qualifications.
- ii) Employee notification  
Management shall contact qualified employees in order of Corporation seniority as determined by the seniority list established under the preceding paragraph.
- iii) Union notification  
At the request of either party, the Joint Manpower Committee shall meet to review temporary assignments that have taken place or are in progress, as well as any refusal or inability on the part of the Corporation to contact an employee.

**Article 36**

**RELOCATION EXPENSES**

**36.1**

When an employee relocates in accordance with the provisions of this Article, the employee and the employee's immediate family, shall be paid relocation expenses by the Corporation in accordance with the following provisions of Human Resources Policy -- Relocation Expenses:

- House hunting trip
- Removal of household effects
- Transportation and travel accommodation

**37.1**

Except where temporary and casual employees are referred to specifically, it *is* agreed that the term "employee" or "employees" used throughout Section IX shall mean full-time continuing employees of the Corporation within the bargaining unit.

## **SECTION X**

---

### **JOB EVALUATION AND REMUNERATION**

---

#### **Article 38**

#### **JOB DESCRIPTION**

---

##### **38.1**

It is the right of the Corporation to establish the duties of any job and, in doing so, it is their responsibility to accurately reflect these duties in job description. The job descriptions' list relating to the jobs occupied by members of the bargaining unit as of the date of this Agreement are at Article 39 (section X) and form an integral part of this Agreement. The Union accepts the said job descriptions as well as the relationship of the jobs falling within the bargaining units as set forth in the job groups.

##### **38.1.1**

Job description are for the main purpose of establishing the salary level of a job in relation to other jobs and shall not constitute an obstacle to job changes and assignment of employees within the bargaining unit.

##### **38.2**

The Corporation agrees to provide the Union with a job description for any new job that has been agreed or adjudged to fall within the bargaining unit as well as for any job whose duties are altered in such a way as to result in a material change in its functions or responsibilities, and to indicate the group in which the Corporation intends to place the new or modified job.

##### **38.3**

Within two (2) weeks of receipt of any job description referred to in 38.2, the Union will advise the Corporation:

- a) whether the Union challenges the accuracy of the new or modified job description; and
- b) whether the Union challenges the wage rate which the Corporation proposes to assign to the new or modified job.

##### **38.4**

During a six (6) month run-in period, the parties shall attempt to arrive at a mutually satisfactory wage rate and to resolve by mutual agreement any alleged inaccuracies in the proposed job description, failing which the matter may be referred by either party to arbitration in accordance with paragraph 13.6 (section IV). whose decision will be binding. Said Arbitrator shall hear the parties within sixty (60) days of the expiry of the six (6) month period referred to above and shall render his decision within a further sixty (60) days following completion of the hearing.



**38.4.1**

The award of the Arbitrator will be effective from the date that the duties described in the new or modified job descriptions are assigned to and performed by the employees.

**38.4.2**

The Arbitrator shall have jurisdiction to determine the accuracy of a new or modified job description and to rectify the job description if necessary to accurately reflect the duties of the job. Once having determined the accuracy of the job description, the Arbitrator shall place the job in the appropriate wage group, using as his criterion the relative position of the jobs in the wage structure of this Agreement.

**38.5**

The Union shall also have the right to submit directly to the special arbitration provided for in this Article 38 any grievance by it to the effect that the duties or workload assigned to any job have resulted in a material change in its functions and responsibilities. The Arbitrator shall have the authority in such case to order the Corporation to produce a job description under paragraph 38.2 if he allows the grievance. The time limits set forth in Article paragraph 38.4 shall run, in such case, from the date of submission of the grievance.

**38.6**

The Corporation may assign to an employee duties of a job of an equal or lower wage group than the job which an employee occupies without reducing the salary of the employee, provided that the addition of such duties does not constitute a material change in the functions and responsibilities of this job.

**38.7 – Transition provisions (New)**

In the light of Letter of Understanding 15 concerning job reevaluation, the parties agree that employees currently in amalgamated jobs, as described in Article 39 (Job Groups) shall be deemed to occupy these jobs until the new job descriptions come into effect, as stipulated in the Letter of Understanding.

**Article 39****JOB CLASSIFICATIONS****39.1 - Job Groups and families**

The parties hereby agree that this article shall be automatically updated upon completion of the process provided for in Letter of Agreement 15.

**Group 1**

Caretaker General Building Maintenance Worker	A
Trainee / summer casual	B

**Group 2**

Service stagehand (restraint)	A
-------------------------------	---

**Group 3**

Assistant graphics designer	A
Senior wardrobe attendant Dressmaker/tailor	B
Radio studio attendant Television assistant Technical stores assistant Stagehand Stagehand – flyman (Premium) Service stagehand driver Senior television assistant Teleprompter operator	C
Television assistant - stagehand	D
Wardrobe attendant	E

**Assignment premium : Group 3+**

- Stagehand – flyman

**Group 4**

Staging assistant Assistant maintenance technician Truck driver Lighting technician (dimmer board) Service stagehand (Crewleader) General technician radio (recording room) General technician TV audio dubbing videotape Power Crane Operator Power Crane Dollyman Tech.-in-charge, technical stores	A
--	---

Senior painter Building painter	B
------------------------------------	---

Cutter (milliner) Senior dressmaker/tailor	C
---	---

Locksmith – general maintenance worker Welder - general maintenance worker	D
---	---

Stat camera operator	E
----------------------	---

TV Assistant / chauffeur Chauffeur	G
---------------------------------------	---

Staging assistant crew leader Staging crew leader	A
--	---

Stills photographer Graphics photographer	B
--	---

Marquette's constructor Scenic constructor	C
---	---

Fabric specialist Propsman specialist Design processor	D
--	---

Graphics arts Assistant	E
Senior wardrobe attendant	F
Make-up artist	G
Carpenter – general bldg maintenance worker	H
Staging technician	I

**Group 6**

Chief maintenance workshop	A
Junior scenic artist	B
Microphone boom operator	C
Moving lights operator	D
Senior furniture finisher	E
Cutter	F
Vehicle mechanic	G

**Group 7**

Machinist Senior machinist	A
Design Assistant Assistant set designer Procurement specialist Senior scenic artist	B
Cutter (crewleader) Scenic constructor (crewleader) Scenic estimator	C

Presentation coordinator (Quebec-Moncton) Presentation technician (VTR memory)	E
Senior special effects man	F
Switcher Videotape editor Senior television technician (Merit) Television technician (VIDEO) Equipment room Video print synthesizer Video control	G
Sound effects technician Senior sound effects technician (Merit) Senior radio technician (Merit) Radio Technician Audio technician (EFP/film) Audio technician - radio (Sound) Audio technician – TV Audio technician (EFP/Film) in ENG environment (Premium)	H
Lighting technician Senior lighting technician	I
General building trades superintendant	L
Mechanic-air conditioning-heating	M
Building master plumber	N
General building mtce worker-in-charge	O
Assistant costume designer	P
Senior scenic artist (Premium)	Q
Assistant video editor	R

Crewleader – workshop	S
-----------------------	---

**Assignment premium : Group 7+**

- Audio technician (EFP/Film) in ENG environment
- Senior scenic artist

<b>Group 8</b>
----------------

Editor (electronicjournalism) Film editor – Programs	A
---	---

Maintenance technician A Maintenance technician – isolated location (Premium)	B
--	---

Scenic - Designer	C
-------------------	---

Costume - Designer	D
--------------------	---

Graphic design – Designer	E
---------------------------	---

Infography - Designer	F
-----------------------	---

Building Electrician	G
----------------------	---

Crewleader - Shop	H
-------------------	---

**Assignment premium : Group 8+**

- Maintenance technician – isolated location

--

Intermediate switcher Senior switcher (Merit)	A
--	---

Cameraman (Electronicjournalism) Cameraman (EFP Intermediate cameraman Senior cameraman (electronicjournalism (Merit) Senior cameraman (EFP) (Merit) Senior cameraman (Merit)	B
--	---

Editor (electronicjournalism) Videotape editor – advertising insert Senior editor (electronicjournalism (Merit)	C
---	---

Senior audio technician (Radio) (Merit) Senior audio technician (TV ) (Merit) Senior Technician (Multi-track-sound-processing) (Merit) Intermediate audio technician (Radio) Intermediate audio technician (TV) Technician Multi-track-sound-processing.	D
---	---

Supervising technical installer	[ E
---------------------------------	-----

Mechanic-in-charge-air conditioning-heating	F
---	---

Building master electrician	G
-----------------------------	---

Building master plumber	H
-------------------------	---

Intermediate Chyron operator	I
------------------------------	---

Intermediate level lighting technician	J
--	---

Technician electrical installation	K
------------------------------------	---

<sup>1</sup> Senior cameraman (electronic journalism) and senior TV technician feed trans.(elect.journalism) who maintain their merit level will receive an assignment premium at the 10+ of 9+ group.

**Assignment premium : Group 9+**  
- Cameraman JE

**Group 10**

Senior maintenance General maintenance technician General maintenance technician – Remote areas- (Premium)	A
---	---

Network control centre technician (Montreal)	B
--	---

Automated control facilities technician (regional station)	C
--	---

Radio master control technician Senior radio master control technician (Mct) (Merit) Senior radio master control technician (Merit) Radio master control technician (Mct)	D
--	---

Senior TV master control technician (Mtl) (Merit) Television master control room Technician (Mtl)	E
--	---

Transmitter control technician	F
--------------------------------	---

Senior broadcast control facilities technician (Merit)	G
--	---

Videotape editor (AMA) Senior videotape editor (AMA) (Merit)	H
---	---

Senior TV technician Feed trans.(elect.journalism) (Merit) TV Tech. Feed trans. (elect.journalism)	I
---	---

Coord. Technician on air	J
--------------------------	---

Technician server management	K
------------------------------	---

**Assignment premium : Group 10+**

- General maintenance technician – remote areas

**Group 11**

Scenic - Designer	A
-------------------	---

Costume - Designer	B
--------------------	---

Graphic design – Designer	C
---------------------------	---

Infography – Designer	D
-----------------------	---

Supervising technician Technical instructor	E
--	---

--	--

Supervising maintenance technician Supervising maintenance technician - Remote areas (Premium)	G
--	---

Technical instructor, maintenance Technical instructor, maintenance - Remote areas (Premium)	H
--	---

--	--



Mobile – maintenance technician	J
---------------------------------	---

- Assignment premium : Group 11+**
- Supervising maintenance technician - Remote areas
  - Technical instructor, maintenance- Remote areas

<b>Group 12</b>
-----------------

Advanced maintenance technician C Advanced maintenance technician – Remote areas (Premium)	A
--	---

--

<b>Group 13</b>
-----------------

Scenic - Designer	A
-------------------	---

Costume - Designer	B
--------------------	---

Graphic design – Designer	C
---------------------------	---

Infography – Designer	D
-----------------------	---

<b>M i t a n T h i i a r – S t M a n a g e m e n t</b>	<b>E</b>
--	----------

- Assignment premium : Group 13+**
- Scenic - Designer
  - Costume - Designer
  - Graphic design – Designer
  - Infography – Designer

<b>Group 14</b>
-----------------

Master maintenance technician D	A
---------------------------------	---

**Article 40****SALARY SCALE****40.1 - Effective on the signing date of agreement (2.5% - April 3,2006)****SALARY SCALE**

GROUP	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	8 YEARS
1	26 684.64	27 916.56	29 148.48	30 317.76	31 403.52	32 196.96
2	27 916.56	29 148.48	30 317.76	31 403.52	35 850.96	36 727.92
3	29 148.48	30 317.76	31 403.52	35 850.96	39 734.64	40 757.76
4	30 317.76	31 403.52	35 850.96	39 734.64	43 952.40	45 059.04
5	31 403.52	35 850.96	39 734.64	43 952.40	46 165.68	47 293.20
6	35 850.96	39 734.64	43 952.40	46 165.68	47 000.88	48 170.16
7	39 734.64	43 952.40	46 165.68	47 000.88	50 320.80	51 573.60
8	43 952.40	46 165.68	47 000.88	50 320.80	52 596.72	53 912.16
9	46 165.68	47 000.88	50 320.80	52 596.72	54 893.52	56 271.60
10	47 000.88	50 320.80	52 596.72	54 893.52	56 877.12	58 296.96
11	50 320.80	52 596.72	54 893.52	56 877.12	59 236.56	60 719.04
12	52 596.72	54 893.52	56 877.12	59 236.56	61 554.24	63 099.36
13	54 893.52	56 877.12	59 236.56	61 554.24	65 897.28	67 546.80
14	56 877.12	59 236.56	61 554.24	65 897.28	67 964.40	69 655.68

**ASSIGNMENT PREMIUM**

3+	30 088.08	31 361.76	32 426.64	37 020.24	42 386.40	43 472.16
7+	41 154.48	45 267.84	46 708.56	48 399.84	51 824.16	53 118.72
8+	45 267.84	46 959.12	48 399.84	51 824.16	54 183.60	55 540.80
9+	46 604.16	48 838.32	52 137.36	54 455.04	56 668.32	58 109.04
10+	48 274.56	51 678.00	54 037.44	56 438.64	58 464.00	59 904.72
11+	51 678.00	54 037.44	56 438.64	58 464.00	60 531.12	62 034.48
12+	54 037.44	56 438.64	58 464.00	60 886.08	63 099.36	64 665.36
13+	55 895.76	58 088.16	60 384.96	63 704.88	66 920.40	68 590.80

#### 40.1 - Effective on the signing date of agreement (2.5%- April 3,2006)

##### HOURLY RATES

GROUP	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	8 YEARS
1	12.78	13.37	13.96	14.52	15.04	15.42
2	13.37	13.96	14.52	15.04	17.17	17.59
3	13.96	14.52	15.04	17.17	19.03	19.52
4	14.52	15.04	17.17	19.03	21.05	21.58
5	15.04	17.17	19.03	21.05	22.11	22.65
6	17.17	19.03	21.05	22.11	22.51	23.07
7	19.03	21.05	22.11	22.51	24.10	24.70
8	21.05	22.11	22.51	24.10	25.19	25.82
9	22.11	22.51	24.10	25.19	26.29	26.95
10	22.51	24.10	25.19	26.29	27.24	27.92
11	24.10	25.19	26.29	27.24	28.37	29.08
12	25.19	26.29	27.24	28.37	29.48	30.22
13	26.29	27.24	28.37	29.48	31.56	32.35
14	27.24	28.37	29.48	31.56	32.55	33.36

##### ASSIGNMENT PREMIUM

3+	14.41	15.02	15.53	17.73	20.30	20.82
7+	19.71	21.68	22.37	23.18	24.82	25.44
8+	21.68	22.49	23.18	24.82	25.95	26.60
9+	22.32	23.39	24.97	26.08	27.14	27.83
D+	23.12	24.75	25.88	27.03	28.00	28.69
11+	24.75	25.88	27.03	28.00	28.99	29.71
12+	25.88	27.03	28.00	29.16	30.22	30.97
13+	26.77	27.82	28.92	30.51	32.05	32.85

**40.1 - Effective on the signing date of agreement (2.5% - April 1,2007)**

**SALARY SCALE**

<b>GROUP</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>8 YEARS</b>
1	27 352.80	28 605.60	29 879.28	31 069.44	32 196.96	33 011.28
2	28 605.60	29 879.28	31 069.44	32 196.96	36 748.80	37 646.64
3	29 879.28	31 069.44	32 196.96	36 748.80	40 736.88	41 780.88
4	31 069.44	32 196.96	36 748.80	40 736.88	45 059.04	46 186.56
5	32 196.96	36 748.80	40 736.88	45 059.04	47 314.08	48 483.36
6	36 748.80	40 736.88	45 059.04	47 314.08	48 170.16	49 381.20
7	40 736.88	45 059.04	47 314.08	48 170.16	51 573.60	52 868.16
8	45 059.04	47 314.08	48 170.16	51 573.60	53 912.16	55 269.36
9	47 314.08	48 170.16	51 573.60	53 912.16	56 271.60	57 670.56
10	48 170.16	51 573.60	53 912.16	56 271.60	58 296.96	59 758.56
11	51 573.60	53 912.16	56 271.60	58 296.96	60 719.04	62 243.28
12	53 912.16	56 271.60	58 296.96	60 719.04	63 099.36	64 686.24
13	56 271.60	58 296.96	60 719.04	63 099.36	67 546.80	69 238.08
14	58 296.96	60 719.04	63 099.36	67 546.80	69 655.68	71 388.72

**ASSIGNMENT PREMIUM**

3+	30 839.76	32 155.20	33 240.96	37 938.96	43 451.28	44 557.92
7+	42 177.60	46 395.36	47 877.84	49 610.88	53 118.72	54 455.04
8+	46 395.36	48 128.40	49 610.88	53 118.72	55 540.80	56 939.76
9+	47 773.44	50 049.36	53 431.92	55 812.24	58 088.16	59 570.64
10+	49 485.60	52 972.56	55 394.64	57 858.48	59 925.60	61 408.08
11+	52 972.56	55 394.64	57 858.48	59 925.60	62 034.48	63 579.60
12+	55 394.64	57 858.48	59 925.60	62 410.32	64 686.24	66 273.12
13+	57 294.72	59 549.76	61 888.32	65 291.76	68 590.80	70 302.96

**40.1 - Effective on the signing date of agreement (2.5% ~~April 7,2007~~)**

**HOURLY RATES**

<b>GROUP</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>8 YEARS</b>
1	13.10	13.70	14.31	14.88	15.42	15.81
2	13.70	14.31	14.88	15.42	17.60	18.03
3	14.31	14.88	15.42	17.60	19.51	20.01
4	14.88	15.42	17.60	19.51	21.58	22.12
5	15.42	17.60	19.51	21.58	22.66	23.22
6	17.60	19.51	21.58	22.66	23.07	23.65
7	19.51	21.58	22.66	23.07	24.70	25.32
8	21.58	22.66	23.07	24.70	25.82	26.47
9	22.66	23.07	24.70	25.82	26.95	27.62
10	23.07	24.70	25.82	26.95	27.92	28.62
11	24.70	25.82	26.95	27.92	29.08	29.81
12	25.82	26.95	27.92	29.08	30.22	30.98
13	26.95	27.92	29.08	30.22	32.35	33.16
14	27.92	29.08	30.22	32.35	33.36	34.19

**ASSIGNMENT PREMIUM**

3+	14.77	15.40	15.92	18.17	20.81	21.34
7+	20.20	22.22	22.93	23.76	25.44	26.08
8+	22.22	23.05	23.76	25.44	26.60	27.27
9+	22.88	23.97	25.59	26.73	27.82	28.53
10+	23.70	25.37	26.53	27.71	28.70	29.41
11+	25.37	26.53	27.71	28.70	29.71	30.45
12+	26.53	27.71	28.70	29.89	30.98	31.74
13+	27.44	28.52	29.64	31.27	32.85	33.67

**40.1 - Effective on the signing date of agreement (2.6%- April 7,2008)**

**SALARY SCALE**

GROUP	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	8 YEARS
1	28 062.72	29 357.28	30 651.84	31 883.76	33 032.16	33 867.36
2	29 357.28	30 651.84	31 883.76	33 032.16	37 709.28	38 628.00
3	30 651.84	31 883.76	33 032.16	37 709.28	41 801.76	42 866.64
4	31 883.76	33 032.16	37 709.28	41 801.76	46 228.32	47 397.60
5	33 032.16	37 709.28	41 801.76	46 228.32	48 546.00	49 736.16
6	37 709.28	41 801.76	46 228.32	48 546.00	49 422.96	50 654.88
7	41 801.76	46 228.32	48 546.00	49 422.96	52 909.92	54 246.24
8	46 228.32	48 546.00	49 422.96	52 909.92	55 311.12	56 710.08
9	48 546.00	49 422.96	52 909.92	55 311.12	57 733.20	59 173.92
10	49 422.96	52 909.92	55 311.12	57 733.20	59 821.20	61 303.68
11	52 909.92	55 311.12	57 733.20	59 821.20	62 305.92	63 871.92
12	55 311.12	57 733.20	59 821.20	62 305.92	64 748.88	66 377.52
13	57 733.20	59 821.20	62 305.92	64 748.88	69 300.72	71 033.76
14	59 821.20	62 305.92	64 748.88	69 300.72	71 472.24	73 247.04

**ASSIGNMENT PREMIUM**

3+	31 633.20	32 990.40	34 097.04	38 920.32	44 578.80	45 706.32
7+	43 284.24	47 606.40	49 130.64	50 905.44	54 496.80	55 874.88
8+	47 606.40	49 381.20	50 905.44	54 496.80	56 981.52	58 422.24
9+	49 005.36	51 343.92	54 830.88	57 252.96	59 591.52	61 115.76
10+	50 780.16	54 350.64	56 835.36	59 361.84	61 491.60	62 994.96
11+	54 350.64	56 835.36	59 361.84	61 491.60	63 642.24	65 229.12
12+	56 835.36	59 361.84	61 491.60	64 038.96	66 377.52	68 006.16
13+	58 777.20	61 094.88	63 496.08	66 983.04	70 365.60	72 140.40

#### 40.1 - Effective on the signing date of agreement (2.6% - April 1, 2008)

##### HOURLY RATES

GROUP	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	8 YEARS
1	13.44	14.06	14.68	15.27	15.82	16.22
2	14.06	14.68	15.27	15.82	18.06	18.50
3	14.68	15.27	15.82	18.06	20.02	20.53
4	15.27	15.82	18.06	20.02	22.14	22.70
5	15.82	18.06	20.02	22.14	23.25	23.82
6	18.06	20.02	22.14	23.25	23.67	24.26
7	20.02	22.14	23.25	23.67	25.34	25.98
8	22.14	23.25	23.67	25.34	26.49	27.16
9	23.25	23.67	25.34	26.49	27.65	28.34
10	23.67	25.34	26.49	27.65	28.65	29.36
11	25.34	26.49	27.65	28.65	29.84	30.59
12	26.49	27.65	28.65	29.84	31.01	31.79
13	27.65	28.65	29.84	31.01	33.19	34.02
14	28.65	29.84	31.01	33.19	34.23	35.08

##### ASSIGNMENT PREMIUM

3+	15.15	15.80	16.33	18.64	21.35	21.89
7+	20.73	22.80	23.53	24.38	26.10	26.76
8+	22.80	23.65	24.38	26.10	27.29	27.98
9+	23.47	24.59	26.26	27.42	28.54	29.27
10+	24.32	26.03	27.22	28.43	29.45	30.17
11+	26.03	27.22	28.43	29.45	30.48	31.24
12+	27.22	28.43	29.45	30.67	31.79	32.57
13+	28.15	29.26	30.41	32.08	33.70	34.55

#### **40.2 -Assignment premium**

Salary groups with a (+) are given on the employee's basic salary (for pensionable service) in recognition of the special assignment represented by the following job titles:

- Cameraman (Electronic journalism)
- Audio technician (EFP/Film) in an ENG environment.
- Maintenance function to replace the isolation premium
- Senior Designer

If the employee is no longer permanently assigned to this position, his salary shall be brought back to that of the basic group concerned.

### **Article 41**

### **GENERAL WAGE PROVISIONS**

#### **41.1 - Remuneration according to salary schedule and assignment**

Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification plus merit increases and any credit for industry experience recognized by the Corporation at the time of hiring.

#### **41.2 - Salary schedule progression, effective date**

Progression up the salary schedule within each classification shall automatically occur on the first day of the first complete pay period of the month nearest the employee's annual anniversary date of appointment, transfer or promotion to the wage classification.

##### **41.2.1 - Progression to the 8th year step.**

Progression to the 8<sup>th</sup> year step shall occur four (4) years after progression to the four (4) year step in the salary group as described in article 41.2

#### **41.3 - Minimum increase on promotion**

When an employee is promoted into a higher pay classification, he shall receive the hourly rate which is the next step or the hourly rate which is the minimum of the new group whichever is higher, then he shall automatically progress upward on the first day of the first complete pay period of the month in which his promotion occurs.

#### **41.4 - Performance of duties in a lower wage group**

Employees carrying out job functions of a wage group lower than the one for which they are presently classified will continue to progress to the top of the higher wage group and shall receive all salary increases and fringe benefits accorded to other employees in the higher wage group and, should they be required to perform duties described in that higher wage group, they shall not be entitled to pay for upgrading. The Corporation undertakes to place such



employees in a vacant job falling within their wage group without the necessity of such employees applying for such positions.

#### **41.4.1 - In a lower wage group at the employee's request**

If an employee requests to be permanently based in a job which falls within a lower wage group or after an evaluation of his efficiency, then he shall maintain his current salary level and anniversary date and shall progress to the next higher salary level in the lower wage group upon his anniversary date. However, if his current salary level is more than the maximum salary level for the lower wage group, his salary will be reduced to the maximum level of the lower wage group.

#### **41.5 - Group increase**

- a) For ENG/EFP editor, group 8-9 promotion from group 8 to 9 is automatic after 3 years of continuous service in the job at the group 8 level.
- b) For maintenance technicians, promotion from group 8 to group 10 shall occur once a year without posting for those who meet selection requirement and technical qualifications and who has a total of 3 years practical and relevant experience with at least one year as a maintenance technician in CBC.
- c) For designers, promotion from group 8 to group 11 shall occur once a year without posting for qualified designers who have reached the maximum step of the group 8 for at least a year.

#### **41.6 - Regular pay days**

Employees will be paid on the second Thursday following each pay period of fourteen (14) days beginning on Monday and ending on Sunday.

##### **41.6.1 - Payment of overtime**

Overtime cheques shall be made at the same time of the regular pay or no later than the 19th calendar day following the end of the two (2) week overtime pay period.

##### **41.6.2 - Advance should payment be delayed**

On request, an advance shall be granted to an employee for any cheque that is not available through no fault of his own on the normal date of distribution. Such advance to be recovered only from the original cheque in question.

##### **41.6.3 - Pay stub or notification of deposit**

The pay stub gives pertinent information so that the employee is able to verify his pay.

#### **41.7 - Buyback of overtime**

A contract may also be negotiated between an employee and the Corporation which will be in lieu of all or any of the provision concerning scheduling, including overtime up to a maximum of 25% of the base salary. The Corporation will inform the Union when such a contract is conceded.

#### **41.8 - Driver's license, refund**

The Corporation shall refund only minimum charges (obtained through the mail for driver's license of employees it requests to drive vehicles on a regular basis. The penalty arising from demerit points is as the employee's expense.

---

### **Article 42**

### **COMPENSATORY LEAVE**

#### **42.1 - Leave credit and overtime**

An employee shall be paid for overtime, for work on days-off or on holiday, except where, by notice, he elects for a compensatory leave computed at the same premium rate as the hours worked.

#### **42.2 - Minimum credit, accumulation and surplus**

The accumulated compensatory leave credit option shall apply only to the equivalent of half days or full days of accumulation complied at the end of each week. Whatever hours are left over shall be paid for at the appropriate rate. When pay systems will allow it leave credits will be accumulated in hours or fraction of hours rather than full days and half days.

#### **42.3 - Annual limit, accumulation, carry-over and surplus**

Accumulated time credits shall be limited to a maximum of thirty (30) days. An employee may carry over from one fiscal year to the next a maximum of ten (10) days already accumulated. Leave in excess of ten (10) days as at March 31 of each year shall be paid by the second pay following the pay period covering the services of March 31 at the rate at which it was originally accumulated.

#### **42.4 - Taking of leave, posting of availabilities**

The Corporation undertakes to post in each location, as early as possible, but by Friday at noon each week, any possibilities in the coming week for accumulated leave to be taken.

#### **42.5 - Accumulated leave granted**

Accumulated leave may be taken at a time agreed upon by the employee and the Corporation. Such leave may also be given to employees as follows:

- a) **Dates posted by the Corporation**  
on the dates the Corporation has posted to indicate possibilities, except when several employees make application for such dates, in which case leave shall be granted according to operating requirements.
- b) **Dates requested by the employee**  
on the date requested by the employee sixty (60) days in advance and authorized by the Corporation, subject to operating requirements, within thirty (30) days of receipt of the application.

**42.6 - Precedence of annual leave**

Annual leave and leave provided for under Article 56 (section XII) have priority over leave granted under paragraph 42.3.

**42.7 - Taking of leave and additional costs**

Leave acquired under paragraph 42.3 shall not be granted unless it entails no additional cost for the Corporation.

**42.8 - Retirement bank**

Employees fifty-two (52) or more, provided they indicate to the Corporation in writing their intention to retire, may accumulate a retirement bank up to a maximum of thirty (30) days, and leave thus accumulated shall not be subject to annual buy-back. The retirement bank includes the maximum provided under paragraph 42.3.

**42.8.1 - Use of bank**

The leave provided under paragraph 42.8 must be used within twelve (12) months of the date of the employee's retirement and may be taken at a time agreed upon by the employee and the Corporation. The Corporation may, at its discretion, grant such leave during the thirty (30) working days preceding the employee's retirement if such leave has not already been used.

**42.8.2 - If an employee dies**

In the event of an employee's death, an amount corresponding to the balance of the days thus accumulated shall be paid to his survivors at the rate at which they were originally accumulated.

**Article 43**

**RECOGNITION OF MERIT**

---

Article deleted

## **SECTION XI**

---

### **SCHEDULING**

---

#### **Article 44**

#### **WORK AND DAYS OFF**

---

##### **44.1**

The provisions of this Article may be modified at the request of two-thirds (2/3) majority of the employees concerned together with the approval of Local Management and the Union Local. Prior to implementation, such modifications must be approved by the parties at the National Level.

##### **44.2**

There shall be eighty (80) hours of work per fourteen (14)-day cycle. The cycle **shall** begin at one minute past midnight (00:01) on Mondays.

##### **44.2.1**

The schedule shall consist of a minimum of eight (8) and a maximum of ten (10) days of work per cycle.

##### **44.2.2**

The number of consecutive days of work without time off may not be less than ~~two~~ (2) days or more than ten (10) days.

##### **44.3**

- a) The minimum credit for a day's work is eight (8) hours or ten (10) hours at regular time.
- b) The minimum credit for assignment on a cancelled day off or paid holiday is eight (8) hours.

##### **44.4**

- a) When more than four (4) accumulated hours at regular time are scheduled in a cycle beyond eight (8) hours a day, an additional day off shall be scheduled in the cycle.
- b) When more than twelve (12) accumulated hours at regular time are scheduled in a cycle beyond eight (8) hours a day, a second additional day off shall be scheduled in the cycle.

##### **44.5**

A minimum of four (4) days and a maximum of six (6) days off per cycle shall be scheduled. Days off shall be given in blocks of two (2) consecutive days or more. Two (2) days off separated by a holiday shall be considered consecutive.

#### **44.6 - Scheduled days off when on out of town assignment**

When an employee is on out-of-town assignment lasting seven (7) days or less, days off shall be taken before or after the assignment within the same work cycle. When the assignment lasts more than seven (7) days, the employee shall be credited one-half day's leave (1/2) per actual scheduled day-off and holiday spent out of town. The employee shall be entitled to the leave credits in accordance with Article 42.5, Section X. This article shall not apply to cases provided for under Article 69 (Section XIII).

#### **44.7**

Weekly days off shall be given on Saturday and Sunday at least thirteen (13) times a year.

##### **44.7.1**

During the last year of service preceding mandatory retirement in accordance with the current Human Resources Policy effective at the time of signing, or the year of service preceding retirement under the current arrangement, employees shall have all their days off on Saturday and Sunday. Employees may enjoy such benefits only once.

##### **44.7.2**

Employees who prefer to take their scheduled days off on days other than Saturday and Sunday may indicate this to the Corporation.

### **Article 45**

### **OVERTIME**

#### **45.1**

- a) When the posted or assigned schedule is eighty (80) hours for the cycle, the term "overtime" means any hours of work provided in addition to the regular daily hours of work posted or assigned.
- b) For term employees, when the posted or assigned schedule is less than eighty (80) hours, overtime hours are those exceeding the regular hours assigned in the same day.

#### **45.2**

Posted overtime shall be established as accurately as possible, according to production needs. Posted overtime shall not be used to assign employees so as to ensure their availability abusively beyond production needs. The Union shall notify Management of any situation regarded as abusive so that it can be settled as promptly as possible.

#### **45.3**

Overtime may be cancelled or reduced for any day of work by giving prior notice to the employee at the latest at the end of the first hour of his work day.

#### **45.4**

Overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate, and shall be computed to the end of the last fifteen (15) minutes.

#### **45.4.1**

Overtime worked beyond twelve (12) hours in the same day shall be paid at twice the basic hourly rate and shall be calculated up to the end of the final fifteen (15) minutes.

#### **45.5**

An employee who wishes to take time off from work during the workday shall receive prior authorization from his immediate supervisor. Such authorized leave shall be unpaid unless it is covered by the provisions respecting special leave and sick leave.

### **Article 46**

### **SELF ASSIGNING EMPLOYEES**

#### **46.1**

The CBC may agree to self-assignment with an employee for a particular period. This assignment shall be made in the context of a specific mandate or self-assignment, covered by provisions contained in an agreement with the production crew. The union will be informed in writing of this agreement either individually or by list when a group of employees is involved. Barring provisions to the contrary in Article 46.2 and 46.2.1, the provisions of Section XI - Hours of Work shall not apply to self-assigning employees.

#### **46.1.1**

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 07:00 a.m., the provisions of article 54 (section **Xi**) of this section will apply
- b) to work through a second meal period and when authorized, the second meal allowance as provided for under article 49 (section **Xi**) of this section will apply.

#### **46.2**

A self-assigning employee is expected to schedule his own working hours in accordance with the requirements of his job function. He shall be given a daily time credit up to a maximum of one-tenth (1/10) of his basic hours per work cycle as detailed in Article 44 (section **Xi**) of this Section .

#### **46.2.1**

For assigned or approved work on a day-off or holiday the hours worked shall be compensated for as provided in Article 52 (section **Xi**) or Article 55(section **XI**).

#### **46.2.2**

Self-assigning employees will be given equivalent time off for work performed beyond the normal work cycle . Such time off **will** be allowed normally, within the four weeks following the week or at any other time by mutual agreement.

#### **46.3**

The CBC may agree with a group of employees to regular shift work different from that provided for in this Section, with the agreement of two-thirds (2/3) of the employees concerned together with the approval of local Management and the union local. Such modifications must be approved by the parties at the National level prior to implementation.

### **Article 47**

### **CALL BACK**

#### **47.1 - Call back after completion of a work day**

When an employee is called back to work after a completing his workday and prior to the starting time of his next workday, he shall be paid at the time and one-half (1 1/2) rate. He shall be paid for one (1) hour at the time of the call. In addition, he shall be paid for actual time worked with a minimum credit of three (3) hours.

#### **47.2**

Call-back is applicable when at the time of the call, it is not expected that work will extend into his next workday.

#### **47.3**

Normally call-back work shall be indicated and approved on an employee's time record at the time he reports to his supervisor for work.

#### **47.4**

An employee may refuse to work on call-back. However, in the event all available employees who normally perform the duties required, refuse, the Corporation may assign the most junior qualified employee amongst the group who normally perform these duties.

#### **47.5 - Telephone call**

The employee who after completion of his/her scheduled shift and before commencement of his/her next scheduled shift, receives a telephone call at home from his/her supervisor or representative concerning CBC operations and is required to work at home, shall be compensated for a full hour at time and one half (1 1/2x) the basic hourly rate.

Furthermore, if the call is received between midnight and 7 a.m., the employee shall be compensated at time and one half (1 1/2x) the basic hourly rate for the

actual hours worked. In this case, the night shift differential mentioned in Article 54.1 shall not apply.

Should the telephone call or the work it entails last more than one hour, the employee shall then be compensated at time and one half (1 1/2x) the basic hourly rate for three (3) hours or the actual hours worked from the time the call is received, whichever is greater.

## **Article 48**

## **ASSIGNMENT OF MEAL, AND BREAK PERIODS**

---

### **48.1 - Amendments to this article, conditions**

The provisions of this Article may be modified at the request of two thirds (2/3) majority of the employees concerned together with the approval of Local Management and the Union Local. Prior to implementation, such modifications must be approved by the parties at the National Level.

### **48.2 - Posting of meal and break conditions**

The work schedule shall indicate one or another of the following conditions:

#### **48.3 - Condition 1: Free meal period**

When an employee is authorized to leave his workstation for his meal, this meal period shall not be paid.

#### **48.3.1 - First meal: Meal period, duration, allowance and established practice**

For all days of work of eight (8) hours or more, at least thirty (30) minutes and at most sixty (60) minutes shall be given for a first meal. The duration of the meal shall comply with established practice on March 27, 1997. It may, however, be changed on mutual agreement with production or supervision to fulfill production needs.

The first meal may not be taken during the first two (2) or last two (2) hours of work scheduled and shall be taken during the designated meal periods between 11 a.m. and 2:30 p.m. in the noon-hour, and between 4:30 p.m. and 7:30 p.m. in the evening.

Compensation:

- a) Should part of the allocated meal period exceed the designated meal time period, the employee shall be compensated for the excess time at the basic rate.
- b) Should the employee get no meal period, in whole or in part, such period shall be regarded as time worked and compensation shall be in accordance with Article 45. Furthermore, the employee shall be entitled to an allowance equal to the duration of the meal at half his basic hourly rate.



### **48.3.2 - Second meal: Second meal period, duration and allowance**

A second unpaid thirty (30) or sixty (60) minute meal period shall be scheduled or given during a workday of more than ten (10) hours during which a first free meal period has been scheduled. This second meal shall be given after the third hour following the end of the first meal period. It shall be given at a time mutually agreed with production or supervision, in the light of the particular needs of the work to be performed.

- a) When in a shift the first free meal period is scheduled during the noon-hour meal period, the second meal shall be scheduled during the evening meal period, in accordance with Article 48.3.1 above, and should part or all of the meal period assigned go beyond the meal period, the excess time shall be remunerated at the basic hourly rate.
- b) When in a shift the first free meal period is scheduled during the evening meal period, the second meal period shall be given under Article 48.3.1 above, but may not be taken during the last hour of work scheduled.
- c) When the second free meal period is not taken in order to meet production needs, a supplement equal to the duration of the meal or part of the meal shall be allowed in accordance with Article 48.3.1 b).

### **48.3.3 - Meals on remote assignment**

The Corporation shall provide employees on remote assignment meal periods consistent with those provided under Article 48.3.1 and 48.3.2. Where suitable eating facilities are not available, the Corporation shall allow this meal time in addition to sufficient time to get to eating facilities and back.

### **48.3.4 - Work with more than one production team**

When an employee works with more than one production team in the same day, the meal period shall be determined in advance by supervision.

### **48.3.5 - Breaks, duration and time given**

Breaks shall be regarded as time worked and shall represent four (4) minutes per hour worked. They shall not be contiguous to a meal period except with the consent of the employee. They shall be given at a time mutually agreed with production or supervision, in the light of the particular needs of the work to be performed.

### **48.4 - Condition 2: meal at work station**

When an employee is not authorized to leave work for his meal, this period shall be paid and shall be an integral part of the workday. In such cases, breaks and meal periods shall be accumulated and account for eight (8) minutes per hour worked.

### **48.4.1 - Period or time meal given**

The meal may not be taken during the first two or last two hours of scheduled work. It shall be given at a time mutually agreed with production or supervision, in the light of the particular needs of the work to be performed.

**48.4.2 - When breaks cannot be taken**

When the employees notice that he will not be able to take his break specified in the previous paragraph within his workday, he must advise his immediate supervisor as soon as possible. Any unscheduled overtime must be authorized in advance.

**48.4.3 - Other applications of this provision**

This provision may also apply to situations where operational requirements allow an employee to leave his workstation.

**48.4.4 - Ongoing application, technician groups**

Furthermore, the provisions of paragraph 48.4 always apply to ENG cameraman, to ENG transmission technician and to technicians assigned to transmitter except for temporary assignments to tasks other than those mentioned above for a minimum period of **two (2)** complete cycles or during a training period.

**48.4.5 - Established practice and assignment between 5 p.m. and 6 a.m.**

Except for current practices and to the extent that operational requirements are not changed assignments starting between 17h00 and 06h00 are in accordance with paragraph 48.4 above.

**Article 49**

**SECOND MEAL ALLOWANCE**

---

**49.1**

Twelve (12,00 \$) shall be allowed to compensate for the cost of a second meal period in one or other of the following cases:

- a) when work is performed beyond this meal period,
- b) when an employee works more than ten (10) hours or one or more hours' overtime beyond eight (8) hours at the regular

**49.2**

This provision does not apply when an employee on remote assignment is entitled to compensation for meals through travelling expenses (Article 67 section XIII) or has a complete meal provided for him.

## Article 50

## TURN AROUND PERIOD AND ENCROACHMENT

### 50.1

A turn-around period is the period of at least eleven (11) hours between the end of a workday and the commencement of the next workday.

#### 50.1.1

The time worked during the eleven (11)-hour interval shall be compensated with a supplement equal to one half (1/2) times the basic hourly rate.

#### 50.1.2

The same principle shall apply to non-consecutive days of work since each day off adds twenty-four (24) hours to the daily time off.

## Article 51

## NOTIFICATION OF SCHEDULE

### 51.1

The employee shall be notified ten (10) days in advance of his schedule for every fourteen (14)-day cycle.

Such notification indicates for each day:

- Starting time
- Number of regular hours scheduled
- Whether it is a day off
- Scheduled overtime
- Work on a day off or paid holiday
- Free meal period conditions
- Non-free meal period conditions
- Any scheduled leave

N.B.: This notification shall mention only one meal condition per day.

### 51.2

Notification of the schedule and any change made to these schedules subsequently shall constitute notice to employees.

#### 51.2.1

When such notification of schedule will not notify the employee of a change in schedule within the required time limits, notice shall only be considered given as of the time it is communicated to the employee personally, or is conveyed to a responsible person at the employee's residence in such a manner as to be reasonably certain of being communicated to the employee.

**52.1**

When an employee works on a scheduled day-off, work performed on that day shall be compensated for at one and one-half (1 1/2) times the basic rate with a minimum credit in accordance with Article 44 (section XI).

**52.1.1**

Overtime beyond twelve (12) hours worked during the same day shall be paid at twice the basic hourly rate and shall be calculated up to the end of the final fifteen (15) minutes.

**52.2**

When an employee works on both or more than two of his scheduled days off consecutively within the same block of scheduled days off, all work performed on his second scheduled day-off or subsequent days off shall be compensated for at twice (2) the basic hourly rate with a minimum credit as per provisions of Article 44 (section Xi).

**52.2.1**

Overtime beyond twelve (12) hours worked during the same day shall be paid at 2.5 the basic hourly rate and shall be calculated up to the end of the final fifteen (15) minutes.

**52.3**

An employee may refuse to work on his day(s)-off as referred to in Article 44.5. This right of refusal shall not apply to work on a day-off scheduled in accordance with Article 51 (section XI). However, in the event all available employees who normally perform the duties required refuse to work, the Corporation may assign the work to one of the employees in the group who normally perform the duties. An available employee shall be understood to be an employee who can be contacted and who can report for work with a reasonable period of time.

**52.4**

When the work day is interrupted by an employee becoming disabled or having to absent himself because of personal contingencies, he will be paid at the appropriate rate only for those hours of the tour of duty in which work was performed.

**52.5**

Notice of cancellation of work on a scheduled day off or on a holiday (as defined in Article 55 (section XII)) shall be given not later than 1700 hours of the previous day. If such notice is not given, the employee shall be paid for eight (8) hours of the basic hourly rate.

**53.1 - Notice of schedule changes**

Notice of new hours of work shall be given to the employee at least 24 hours before the new starting time or before the previously scheduled starting time whichever is earliest. If such notice of change is not given, an employee shall be credited with all hours originally scheduled plus any additional hours worked and/or assigned. However the number of scheduled regular hours may not be changed.

For mobile teams on remote assignment, such notice is twelve (12) hours.

**53.2 - Change of schedules days off**

There shall be no change of scheduled days off once the schedules have been posted without the consent of the employee concerned.

**53.3 - Departure on leave and time of return to work**

Prior to going on leave of five (5) days or more, an employee is informed of his prearranged time to report back. This time, however, may be rescheduled later, but not earlier than the prearranged time.

**53.4 - Absence from work, notification by employee**

It is the responsibility of an employee to report to his supervisor or a designated person as early as possible when he is going to be absent from his assignment and that this advice shall be given to the supervisor at least one (1) hour in advance of the scheduled starting time.

**54.1**

All work performed between midnight and 0700 hours shall be compensated for a fifteen percent (15%) of the basic hourly rate with a minimum of three dollars and fifteen (\$3.15) instead. Night shift differential shall not be deemed overtime or part of the base pay.

## **SECTION XII**

---

### **HOLIDAYS, LEAVE AND STAFF BENEFITS**

---

#### **Article 55**

#### **HOLIDAYS AND HOLIDAY PAY**

---

##### **55.1**

The following shall be paid holidays:

- New Year's Day,
- Good Friday,
- Easter Monday,
- the date proclaimed as the Reigning Monarch's Birthday,
- Canada Day,
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day,
- Quebec's National Holiday (in the Province of Quebec only),
- New-Brunswick Holiday (in the Province of New-Brunswick only),

plus any day duly proclaimed by federal, provincial or municipal authority as a public holiday in the area in which the place of employment is located. When a day is declared a holiday by these authorities, owing to the fact that one of the holidays listed above falls on a Saturday or a Sunday, it is agreed, for the purposes of this agreement, that only one of these days shall be regarded as a holiday. When December 25th falls on a Sunday and where December 26th and December 27th are proclaimed as public holidays, the entitlement to holidays for the purposes of this Agreement shall be only December 25th and December 26th.

##### **55.1.1**

When an employee works on such a holiday, which is a day other than one of his scheduled days-off, he shall receive his regular pay or compensatory leave and he shall be compensated at one and one-half (1 ½) times the basic hourly rate with a minimum credit of eight (8) hours.

##### **55.2**

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

**55.3**

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.

**55.4**

When an employee works on such a holiday, which is a day other than one of his scheduled days off, he shall receive his regular pay or compensatory leave and he shall be compensated at the basic hourly rate with a minimum credit of eight (8) hours.

**55.5**

If any of the holidays included in paragraph 55.1 and 55.2 fall on a day other than one of an employee's scheduled days-off, and he does not work on that day, a minimum of eight (8) hours shall be credited to the work week.

**55.6**

When an employee works on a holiday included in paragraphs 55.1 and 55.2, which is one of his scheduled days-off, he shall be compensated in accordance with Article 52 (section XI); and he shall receive an additional pay in accordance with paragraph 55.3 at the time and one-half (1 ½) rate.

**55.7**

If any of the holidays included in paragraphs 55.1 and 55.2 fall on one of an employee's scheduled days-off, and he does not work on that day, he is entitled to a paid leave to be taken at a mutually acceptable time or be paid at basic hourly rate.

**55.8**

Any period of time-off allowed by the Corporation shall not be considered as a holiday for the purposes of this Agreement for:

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

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 workday of an employee shall be considered as time worked.

**55.9**

An assigned work day beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday, and a assigned work day beginning on the holiday, and continuing into the day following shall be considered as work performed on the holiday.

**55.9.1**

Except when the employee, on Christmas and/or New Year's Day is scheduled off, his assignment beginning on the eve of Christmas Day and/or New Year's Day, and the major portion of which falls on such holiday, he shall be compensated in accordance with the provisions of sub-paragraph 55.1.1.

**55.10**

Where a public holiday of less than one (1) day's duration is proclaimed by federal, provincial or municipal authority, employees will be compensated for a minimum of four (4) hours or the actual number of hours specified in the proclamation in accordance with the foregoing provisions except that the minimum time credits will not apply.

**55.11**

When the workday is interrupted by an employee falling ill or having to absent himself because of personal contingencies, he is paid at the appropriate rate only for those hours for which work was performed.

**55.12**

An employee will not be entitled to time credits for a holiday:

- a) if he does not work on the holiday (unless excused)

or

- b) if on both the working day prior to and the working day following the holiday he is absent without pay

or

- c) he is not otherwise entitled to pay for the work week in which the holiday occurs, unless he is on leave without pay for Union activities as provided in sub-paragraph 6.1 a) (section II).



## **SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS**

### **Article 56**

---

#### **56.1**

Before November 15th of each year, the Local Management will ascertain the preferences of the employees and take them into account regarding the scheduling of Christmas Eve, Christmas Day and Boxing Day, or New Year's Eve and New Year's Day.

#### **56.1.1**

The schedule of Christmas Eve, Christmas Day and Boxing Day shall be posted before December 8. New Year's Eve and New Year's Day shall be posted before December 15.

#### **56.2**

In each location, preference shall be granted according to Corporation seniority, within each job, according to the duties normally assigned.

#### **56.3**

The scheduling of leave for Christmas and New Year's prevails over the scheduling of annual leave that an employee has requested and the Corporation has granted outside the period laid down in paragraph 58.2 (section XII).

### **Article 57**

---

## **ANNUAL LEAVE**

#### **57.1**

Leave with pay for annual leave shall be earned at the rate of:

- a) three (3) weeks per year for those employees with less than eight (8) years of service;
- b) **four (4) weeks for employees having more than eight (8) years and less than eighteen (18) years of service;**
- c) five (5) weeks for employees having more than **18 years** and less than twenty-five (25) years of service,
- d) six (6) weeks for employees having more than twenty-five (25) years of service,

computed according to the provisions of respecting annual leave in accordance with the current Human Resources policy.

### **57.1.1**

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.

### **57.2**

For specific purposes i.e. overseas trips, etc., up to fifty per cent (50%) of an employee's entitlement to annual leave may be carried over from one year to the next. An employee who wishes to carry over a portion of his annual leave shall so indicate in writing at the time he requests his choice of annual leave period in the year prior.

### **57.3**

The Corporation shall do its best to ensure that an employee's assignment does not go beyond 18h00 hours before his departure on annual leave for two or more weeks. At no time can it change the hours of his assignment on that day following posting, without the employee's consent.

### **57.4**

Any legal or declared holiday (Article 55 section XII) falling within an employee's annual leave period shall be considered as taken. The day or half day of annual leave so displaced shall be added to the annual leave period if requested by the employee and approved by the Corporation, or reinstated to his annual leave credits to be taken at a later date.

### **57.5**

If while on annual leave an employee's leave is interrupted for a period of five (5) consecutive calendar days or more through serious illness or injury which disables him, or for a shorter period all or part of which involves hospitalization, the period of annual leave so displaced shall be charged against the employee's sick leave credits. By mutual agreement between the employee and the Corporation, the annual leave so displaced may be added to the end of his scheduled leave period or rescheduled to a later mutually agreeable date.

## **Article 58**

## **SCHEDULING ANNUAL LEAVE**

---

### **58.1**

The Corporation will continue to make every effort to assign annual leave in accordance with the employee's preference.

### **58.2**

Annual leave shall be assigned within the period between May 1<sup>st</sup> and November 30<sup>th</sup>.

**58.3**

Annual leave may be taken outside the period specified in paragraph 58.2 by mutual agreement between the employee and the Corporation. Subsequent changes requested in writing by the employee to the annual leave so scheduled, will be subject to operational requirements determined by the Corporation. All such requests shall be in writing.

**58.4**

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

**58.5**

Where an employee elects to break his annual leave entitlement into more than one time period, the right of preference by seniority shall be valid for only one (1) of the time periods except in conflicts concerning the date in the choice of a second time period among employees having already exercised their seniority right for the choice of the first time period, in which case seniority shall prevail again.

**58.6**

Operating groups in the radio and television services at any location may be considered separately in establishing the annual leave preference.

**58.7**

On or prior to March 15 of each year, all employees shall be notified to make written application for their annual leave before April 1, using a copy of the form provided for this.

**58.8**

Annual leave schedules shall be posted prior to April 30 of each year and the dates shall not be changed after such posting without the agreement of the employee concerned.

**58.8.1**

If operational requirements so dictate, the Corporation may, if no employee in the location and the classification and possessing the skills and qualifications concerned agrees to alter his scheduled annual leave, require the employee having the least seniority in the location and the classification and possessing the skills and qualifications concerned, and whose annual leave had been scheduled for the relevant period, to alter the dates of such leave. Any such alteration shall be as to the entirety of the number of days posted and shall not deprive the employee, unless he so agrees, of a portion only of his previously scheduled days.

**58.9**

Any employee denied his choice of annual leave because of seniority shall be given mutually agreeable alternative dates.

**58.10**

In the event an employee fails to make written application prior to April 1st, he will not be entitled to have preference over less senior employees.

**58.11**

Every effort will be made to schedule annual leave to begin and end in conjunction with scheduled days off when a full week or weeks of annual leave is/are involved.58.12

**58.12**

In the event that an employee desires to apply for leave without pay in conjunction with his annual leave, said employee shall obtain a waiver of paragraph 58.4 from the designated Local Union Officer prior to making application for such leave. **Copy** of any such waiver **is** to be filed with the application.

**Article 59****SICK LEAVES****59.1 - Eligibility for disability benefits**

Employees are entitled to Short-term and Long-term Disability benefits in accordance with the leave policy.

**59.2 - Sick leave, management and control**

**59.2.1-** In the event of sickness, the employee must inform his supervisor or the person so-designated as soon as possible at the very least one (1) hour before his regular start time.

**59.2.2-** If the illness lasts for more than three (3) days, the employee shall provide a certificate, prepared by a recognized physician, of his inability to perform his duties.

**59.2.3-** Should an employee's taking of three (3) or fewer days' leave seem abusive, his immediate supervisor shall meet with him, in the presence of a union representative, if the employee so wishes, in order to discuss or improve the situation. The conclusions and an action plan, if necessary, may be prepared in writing and given to the employee. If his attendance or the situation does not improve, the immediate supervisor shall again meet with the employee and may notify him that he shall require a medical certificate for each subsequent absence for a period not to exceed the next twelve (12) months.

#### **59.2.4**

Certificates shall be producer using the form provided by the CBC.

#### **59.2.5**

Should there be additional charges for completing this form, they shall be refunded, up to a maximum of fifteen dollars (\$15), on presentation of vouchers.

N.B. See annexe 8 (section XV) for a copy of the medical certificate form provided by the CBC.

### **Article 60**

### **MATERNITY, PATERNITY AND CHILD CARE LEAVE**

#### **60.1**

Leave shall be granted by the Corporation in accordance with its current policy.

#### **60.2**

Regular employees having at least one (1) year of continuous service are entitled to take paid paternity leave of three (3) days on the birth or adoption of a child. Employees who receive benefits provided in Section C of the current Human Resources Policy are not eligible for paternity leave.

### **Article 61**

### **SPECIAL LEAVE**

#### **61.1**

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, moving and for unforeseen emergencies such as bereavement in the immediate family and additionally, for marriage of an employee, and the like.

#### **61.2**

Such special leave will not be unreasonably withheld. When denied, the reason for withholding shall be given in writing. For leave under paragraph 61.4.1 or for removal the employee must advise the Corporation before the posting of the schedule.

#### **61.3**

Special leave will be granted under the conditions set forth in the current Human Resources Policy.

## **61.4**

For marriages and deaths in the immediate family, employees are entitled to the following special leave:

### **61.4.1 Marriage**

- a) For their own marriage, employees are entitled to leave of five (5) working days. These five (5) working days include the special leave that the Corporation gives for a removal, if this removal occurs within three (3) months before or after the date of the wedding.
- b) Employees are entitled to special leave on the wedding day of their father, mother, son, or daughter.
- c) Employees are entitled to special leave on the wedding day of their brother or sister if they are acting as a witness for this wedding.

### **61.4.2 Death**

- a) On the death of a spouse or a child, employees are entitled to leave of five (5) consecutive working or other days, provided they attend the funeral.
- b) On the death of their father, mother, father-in-law, mother-in-law, brother, sister or any relation living permanently in the employee's household or with whom the employee lives, employees are entitled to leave of three (3) working or other days, following the day of death, provided they attend the funeral.  
**For purposes of application of the foregoing paragraph, however, employees may carry over one (1) day to attend a funeral ceremony**
- c) On the death of their brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand-mother, grand-father, employees are entitled to a one (1) day leave, provided they attend the funeral

## **61.5**

If the marriage or funeral takes place more than two hundred and fifty (250) kilometres from the employee's home, a minimum of one (1) additional day shall be granted

## **61.6**

Employees who wish to attend the marriage of their brother, sister or the immediate relations of their spouse and who are not witnesses at this occasion must apply in writing to their immediate supervisor before the posted schedule so as to arrange for their days-off to coincide with the date of the wedding. If the employee's immediate supervisor cannot agree to the request, he shall give notice in writing, with the reasons for his refusal no later than five (5) working days following receipt of the request.

**61.7**

Unpaid leave may be granted, subject to operating needs and in exceptional circumstances, in accordance with the provisions of the current Human Resources Policy.

**61.8**

Personnel in the bargaining unit may obtain leave in accordance with the CBC's practices regarding special career development programs.

**61.9 - Jury or witness duty**

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. When an employee is subpoenaed as a witness, the employee shall receive his regular salary for that period. In both instances payment is subject to production of satisfactory evidence.

**Article 62**

**DEFERRED SALARY LEAVE**

---

**62.1**

The Deferred Salary Leave Plan is an arrangement offered by the Corporation whereby eligible employees may defer part of their gross bi-weekly salaries exclusively for the purposes of funding a future period of self-funded leave.

**62.2**

This plan aims to give all regular employees the opportunity to take leave for educational, recreational or other purposes and to save up for what amounts to absence without pay by deferring pre-tax income over a maximum period of five (5) years.

**62.3**

This leave, which may last either twenty-six (26) or fifty-two (52) weeks, shall be taken during the final year of the salary deferral period agreed upon between the employer and employee. A trust officer shall sign the application form.

**62.4**

The plan is open to regular employees with at least two (2) years of service as of January 1 of the first year of participation in the plan.

**62.5**

Employees shall enrol three (3) months before the start of the deduction period.

## **62.6**

Employees shall enrol in the plan by filling out an application form, available at Human Resources, which must include the exact dates of the requested leave. The leave application must be approved by the vice-president of the component.

## **62.7**

Subject to the provisions of the *income Tax Act* (including the Regulations) and interpretations and policy statements issued by the Canada Revenue Agency, plan provisions and operational needs, the Corporation shall endeavour to accede to any request. A request shall be rejected only in cases of rare operational challenges, such as a leave request that coincides with a period in which the Corporation requires the specific services of the employee or too many leave requests have been received in the same department. In these situations, a meeting shall be held with the employee(s) in question to resolve the issue.

## **62.8**

If the planned leave is for twenty-six (**26**) weeks, the employer shall pay the trustee, on a bi-weekly basis during each year of the deferral period, the following percentage of the employee's salary:

- Sixteen and two-thirds percent (16 $\frac{2}{3}$ %) if the deferral is over three (3) years
- Twelve and a half percent (12 $\frac{1}{2}$ %) if the deferral is over four (4) years
- Ten percent (10%) if the deferral is over five (5) years

If the leave is for fifty-two (52) weeks, the above percentages are doubled for the same deferral period.

## **62.9**

All income received from the trustee during the leave represents taxable income and a T4 shall be issued for the period (from six months to one year) in which payments are received.

## **62.10**

The trustee shall make the appropriate investments during the period in which employees save up for leave. Interest earned on these investments shall be paid out to employees each year by the trustee. This interest may not be compounded and constitutes taxable income for the year in which it was received.

## **62.11**

Regular employees temporarily assigned outside the bargaining unit are still eligible for the plan.



**62.12**

Employees promoted or transferred to a position in the bargaining unit who meet all the other eligibility criteria may apply for the plan.

**62.13**

Employees shall be considered to be on absence without pay during the leave period.

**62.14**

While on deferred salary leave, employees must not receive any salary or wages from the Corporation.

**62.15**

Employees shall take absence without pay, subject to collective agreement and plan provisions, and shall receive from the trustee the total amount of their investment, without any further contribution from the Corporation. As per *Income Tax Act* regulations, employees must return to work with CBC/Radio-Canada for at least the same length of time as the period of leave.

**62.16**

During the effective deferred salary leave period, employees shall receive each week one twenty-sixth (**1/26**) or one fifty-second (1/52), as the case may be, of their deferred salary, plus any investment income generated by the trustee.

**62.17**

The accumulation of annual leave is based on the amount of time worked in the year in question. Usually, accumulated leave will be used up before the start of the deferred salary leave; however, the use of such leave may be related to programming operational requirements. Annual leave credits are not earned during the period of leave.

**62.18**

Employees who are absent because of a work accident, parental leave, or because they are receiving long-term disability benefits, may choose to stay on the plan as long as they meet tax requirements.

**62.19**

Employees' participation in the benefits and pension plans continues during the leave period at a rate that reflects employees' full basic salary. Employees shall maintain all benefits during the leave period. Premiums are the sole responsibility of employees, who must cover both the employer and employee shares. Payment must be made in full at the start of the leave or by a series of post-dated cheques covering the leave period.

**62.20**

During the leave period, employees shall contribute to the Pension Plan by paying the employer and employee shares. To be eligible, employees must be at work for a contribution period of the same length of time as the leave taken. Employees shall pay their own and the employer's contributions as outlined in the CBC Pension Plan.

**62.21**

Contributions to the CBC Pension Plan are based on the gross basic salary before the deduction of Pension Plan contributions. The basic salary is used to determine the contribution amount and to calculate pensions.

**62.22**

Employees on deferred salary leave are entitled to normal anniversary progression on the salary scale, starting upon their return from leave.

**62.23**

Upon their return, employees shall resume the position they held at the time of departure. The employee's assignment shall be agreed upon by the employee, the Union and the employer.

**62.24**

An employee's participation in the deferred salary leave plan may be terminated in the following circumstances: the employee ceases to be employed by the Corporation; resignation; transfer or promotion into a position outside the bargaining unit; or financial hardship. Whatever the case, the trustee shall pay the employee all deferred funds outstanding.

**62.25**

In the event of employees' pre-retirement, early retirement or death occurring before or during the effective deferred salary leave period, the employees or their estates shall receive an amount equal to the difference between their established salaries and the investment income earned by the trustee, and the actual amount paid out during the leave period.

**62.26**

All plan contributions shall be transferred by CBC/Radio-Canada into a trust fund. The trust fund is held by the trustee and is not part of the Corporation's income or assets.

**62.27**

The trustee shall ensure that plan contributions are invested in accordance with trust agreement guidelines.

**62.28**

At the end of each year, the trustee shall inform participants of the interest earned on their investments, accumulated principal, and unpaid interest.

The Corporation shall cover plan administration costs, except those related to trustee fees, which under the trust agreement, are chargeable to the trust fund and must be borne by participants.

**62.29**

Neither the Corporation nor a plan participant may use the plan as collateral for the purposes of securing a loan, or any other purpose.

**CONSULTATIVE COMMITTEE ON  
STAFF BENEFITS****Article 63**

---

**63.1**

There shall be Consultative Committee on Staff Benefits whose terms of reference shall be as set out in letter of understanding 15.1 which shall form a part of this Agreement.

**Article 64**

---

**INSURANCE PLANS****64.1 - Optional participation and benefits package**

The Corporation's new benefits package shall apply to all employees in the Bargaining Unit who are on the continuing establishment as April 1st, 1977 and who elected the new benefits package, which includes:

- basic life
- optional life
- reducing term
- dependants life
- short-term disability
- long-term disability

**64.2 - Mandatory participation**

Employees in the Bargaining Unit hired on the continuing establishment after April 1st, 1977 are covered as a condition of employment.

**64.3 - Group Life Insurance - Optional**

For employees who are on the continuing establishment as of March 31, 1977 but who elected to remain with the Group Life Insurance Plan in lieu of the new benefits package, their premium rate for the CBC Group Life Insurance Plan is twenty six (0,26\$) cents bi-weekly for a thousand dollars (1000\$) coverage and the Corporation at present contributes two dollars ninety nine cents (2,99\$) monthly for employees with single status and five dollars ninety eight cents

(5,98\$) for employees with married status. Should the premium increase the Corporation will maintain the same ratio of contributions to premium rate.

#### **64.4 - Travel accident insurance**

CBC Travel Accident Insurance Plan applies automatically to all employees who travel on CBC business.

### **Article 65**

### **MEDICAL PLANS**

#### **65.1 – Hospital/Medical coverage – The Corporation will pay:**

- 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) Additionally, the Corporation will pay one hundred percent (100%) of the premiums paid through payroll deductions for the prevailing extended medical and supplementary hospital plans available to employees, in effect before January 1<sup>st</sup>, 1983

As of August 1<sup>st</sup>, 1989, the Corporation shall reimburse one hundred percent (100%) of the premium paid through payroll deductions for the new supplement to the medical/hospital insurance available to employees at that date.

#### **65.2**

The Corporation agrees to discuss the introduction of a dental plan for all employees with the Consultative Committee on Staff Benefits.

### **Article 66**

### **DISABILITY PLANS AND GROUP INSURANCE**

#### **66.1 – To whom these provisions apply**

The parties are agreed that the following provisions shall apply to continuing, full-time employees in the bargaining unit who wish to be covered by the new provisions. Employees hired since April 1<sup>st</sup>, 1977, shall automatically be covered by the new plans, as a condition of employment. The following plans shall not apply to temporary and casual employees.

#### **66.2 – Disability income protection**

Employees shall be covered for any loss of income arising from disability caused by illness or injury, under the short-term and long-term disability plans.

### **66.3 – Short-term disability**

The Corporation shall offer employees hired since April 1, 1977, a short-term income protection plan, free of charge.

Length of service - benefits

- 3 months to 1 year :  
full pay for 2 weeks, and 66 2/3% for 15 weeks
- 1 to 2 years :  
full pay for 4 weeks, and 66 2/3% for 13 weeks
- 2 to 3 years :  
full pay for 6 weeks, and 66 2/3% for 11 weeks
- 3 to 4 years :  
full pay for 8 weeks, and 66 2/3% for 9 weeks
- 4 to 5 years :  
full pay for 10 weeks, and 66 2/3% for 7 weeks
- 5 to 6 years :  
full pay for 12 weeks, and 66 2/3% for 5 weeks
- 6 to 7 years :  
full pay for 14 weeks, and 66 2/3% for 3 weeks
- 7 years or more :  
full pay for 17 weeks

### **66.4 – For new employees**

New employees who, during the first three months of service, are absent on account of illness or injury may receive up five days' benefits (full pay) as short-term disability income protection.

### **66.5 – Long-term disability, access**

Employees who are disabled, within the meaning of the definition provided in the long-term disability plan, for more than 85 working days shall be entitled to (unless they have chosen option in sub-paragraph 66.8.4 (section XII)), as of the 86th day of disability, disability income protection benefits equal to 60% of their basic salary (subject to indexation of up to 4% a year) until they have recovered, retired or died. Long-term disability claims may be subject to review before being approved.

### **66.6 - Return from long-term disability**

A recovered employee who can no longer occupy his former position or whose position has been abolished during his leave shall be reassigned or bump in accordance with the provisions of Articles 32 and 33 of this Collective Agreement. The Joint Manpower Committee shall take into account his training, abilities, education, experience, and physical or mental condition.

If on account of medical restrictions, an employee is reassigned or bumps to a position in a lower salary group, he shall receive a salary equal to the basic salary that he received on the date his long-term disability began, but his salary

shall remain frozen until the salary schedule of his new position catches up with his former salary level.

**66.7 – Premiums and exemptions while remaining covered**

Employees receiving long-term disability benefits shall be exempted, during that time, from paying the various optional plan premiums, though remain fully covered. They shall also be exempted from contributing to the CBC Pension Fund, though continue to earn pensionable service, while on long-term disability.

**66.8 – Sick leave credits as of March 31<sup>st</sup>, 1977**

All sick leave credits earned by employees as of March 31<sup>st</sup>, 1977, shall be frozen and “banked” for them. Such credits may be used in accordance with the following options or any other way offered :

**66.8.1 – Employees with less than seven years of service**

Employees with less than seven years’ service may use this “bank to receive full pay on short-term disability.

**66.8.2 – Employees about to retire**

Employees who are working and whose age, combined with banked sick leave and short-term disability benefits, would provide them with income protection up to retirement may stop paying long-term disability premiums.

**66.8.3 – Employees on disability about to retire**

Likewise, employees who are receiving long-term disability benefits and whose age, combined with banked sick leave, would provide them with disability income up to retirement may stop contributing to this plan. Should the salary scale of the position (or its equivalent) left by a disabled employee increase, income protection shall correspond to the higher salary in effect at the time the employee chooses to use his banked sick leave rather than continue to receive long-term disability benefits.

**66.8.4 – Employees at end of short-term disability**

Employees may decide to use their banked sick leave when their short-term disability benefits end, before beginning to receive long-term disability benefits.

**66.9 – Savings arising from amendments made**

The Corporation has agreed to use any savings arising from the amendments made to the various benefit programs to improve current benefits or to introduce new ones, as agreed with the Consultative Committee on Staff Benefits.

**66.10 – Claims settlement committee**

The bargaining units shall be entitled, through their representatives on the Consultative Committee on Staff Benefits, to sit at the Union representative level on the claims settlement committee, which examines long-term disability claims, and may, when a request involves a member of the bargaining unit, appoint an

STARF representative to sit on the committee when this particular claim is being settled.

**66.1 ■ – “All-risk” group life insurance**

As of April 1<sup>st</sup>, 1977 the Corporation will provide at no cost to each eligible employee “all-risk Life Insurance in the amount of \$25,000 or twice (2x) the employee’s basic annual salary (whichever is greater).

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

**66.12 – Additional life insurance**

In addition to the basic “all-risk Life Insurance provided by the Corporation in accordance with paragraph 66.1 ■ the employee may purchase an extra one (1x), two (2x) or three (3x) times basic annual salary (for a total of up to five times (5x) salary) at group rates.

Medical evidence will be required for all cases with the exception of the one (1x) time option.

**66.13 – Dependant’s life insurance**

Dependant’s Life Insurance in the amount of \$15,000 for a spouse and \$7,500 for each child can be purchases by the eligible employee. Common-law relationships will be recognized after one (1) of Co-habitation and single parents qualify. The premium per family will remain at a flat rate regardless of the number of dependants. Proof of medical insurability will not be required if the employee enrolls within:

- a) thirty (30) days following April 1<sup>st</sup>, 1977;
- b) thirty (30) days from date of marriage;
- c) thirty (30) days from the birth of a child;
- d) thirty (30) days from the date of employment for employees hired after April 1<sup>st</sup>, 1977.

**66.14 – Reducing term insurance**

Up to \$100,000 in Reducing Term Insurance will be made available at group rates upon evidence of medical insurability. The rate remains fixed at the age-rate upon enrolment.

**66.15 – Accidental death and dismemberment insurance**

The current 24-Hour-Voluntary-Accident Death and Dismemberment Insurance plan will continue to be made available to employees and employees may opt in or out of such coverage on a one time yearly basis (April 1).

**66.16 – Paid-up life insurance**

A fully paid-up Life Insurance policy in the amount of \$4,000 will be 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 twice (2x) basic salary, whichever is the greater until normal retirement age.

**66.17 – Travel insurance**

Accidental Death or Dismemberment Insurance in the amount of 25 000 \$ will be 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 \$300,000.

**66.18 – New plans after April 1, 1977**

It is agreed and understood by the parties that the group life insurance and sick leave provided for in the Collective Agreement since April 1<sup>st</sup>, 1977, shall be amended in accordance with the new disability income protection plans and the improved group life insurance plan.

**66.19 – New plans, optional**

The Corporation agrees that notwithstanding the changes to the benefit plans instituted April 1<sup>st</sup>, 1977, all employees on staff having elected to continue to take advantage of the benefits in effect prior to April 1<sup>st</sup>, 1977, may join the new benefit plans only when there are special reopening for this purpose.



## **SECTION XIII**

---

## **TRAVEL**

---

### **Article 67**

### **TRAVELLING EXPENSES**

---

#### **67.1 – Expenses paid by the Corporation, policy**

When travelling on Corporation business, employees shall be reimbursed for all expenses as incurred and as authorized by the Corporation's current travel and duty entertainment policy, except that an employee who is called upon to accompany a supervisor, producer or an announcer on an out-of-town assignment where such person is receiving a per diem in excess of that provided by the Corporation's Travel Policies shall be entitled to the same daily allowance as the person whom he accompanies.

As in the past, the parties agree that it is the intent of this Article to ensure fair and just treatment of employees, and to ensure an accurate and proper accounting by employees with respect to expenses incurred when travelling on Corporation business.

#### **67.2 – Travel over 56 calendar days**

On secondment or training as detailed in the Corporation's current travel and duty entertainment policy, a reduced per diem allowance may be set in advance for periods in excess of fifty-six (56) calendar days provided that the employee and the Union are advised in writing, indicating the circumstances justifying such a reduction as soon as the Corporation sets such a reduction.

#### **67.3 – Travel advance, payment to employees**

Travelling advances will normally be given to employees before departure. Where this is not possible, it is the responsibility of the assigning supervisor to make appropriate alternate arrangements.

#### **67.4 – Travel and return trip home**

An employee who is assigned outside the local area but within Canada for a continuous period in excess of eight (8) weeks will be entitled to one return trip to his home base at Corporation expense for each five (5) weeks of such assignment.

#### **67.5 – Work in more than one place the same day**

If an employee is assigned by the Corporation to work at more than one place in the same area on the same day, the Corporation shall furnish transportation as laid down in the Corporation's current local transportation and duty entertainment policy.

### **67.6 – Local area, definition changes**

With reference to the current local transportation and duty entertainment policy, the definition of “local area” will not be changed without prior discussion with the Local Union.

### **67.7 – Refund of certain expenses**

#### **a) Telephone calls**

Employees on out-of-town trips in excess of five (5) days will be entitled to reimbursement for the cost of first five (5) minutes of a phone call twice a week or the first ten (10) minutes once a week of a phone call to the employee's home location.

#### **b) Cleaning expenses for clothes**

Employees on assignments in excess of ten (10) days shall be refunded their cleaning expenses on presentation of vouchers, in addition to the daily allowance. It is understood that cleaning expenses are refunded for work clothes appropriate to the assignment.

### **67.8 – Other expenses refunded for transfers**

Notwithstanding the provisions of Relocation Expenses – Canada Policy, employees will be entitled to:

#### **a) Print advertising**

claim up to seventy-five dollars (\$75.00) for newspaper advertising,

#### **b) House search**

claim up to thirty dollars (\$30.00) a day for taxis or car rentals to look for a house in the employee's new location.

## **Article 68**

## **TRAVEL TIME CREDITS**

### **68.1**

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 22h00 hours and 08h00 hours when a berth is provided and the employee is not required to leave the train before 04h00 hours.
- b) Boat travel between 22h00 hours and 08h00 hours when proper sleeping accommodation is provided and the employee is not required to disembark before 04h00 hours.
- c) When assigned within a fifteen kilometres (15 km) radius from the location's production centre (only on the island for Montreal)

Any employee assigned in such way may report to the location's production centre 30 minutes before the beginning of his shift and the CBC will supply transportation. This period will not be considered as time worked.

- d) For Montreal employees, assigned within the location boundaries to a usual place of work other than the Maison Radio-Canada, La Tourelle, the I.B.C. and the transmitter bases at the beginning or end of a tour of duty, parking expenses shall be paid by the CBC.

### **68.2**

When an employee, on his return from an overseas assignment, travels through four (4) time zones or more, he shall be entitled to a minimum of eighteen (18) hours turn-around prior to his next tour of duty.

## **TRAVELLING – INSPECTION TRANSMITTER OR MAINTENANCE TRIPS**

### **Article 69**

---

#### **69.1**

A technician on a Transmitter inspection or maintenance trip may elect at his discretion to work successive days through to the completion of the trip, and be repaid his accumulated days-off to which he is entitled under Article 44 on his return to home office. However, in so doing he will waive any premium or overtime pay which might otherwise apply as a result of such change of days off.

## **TRAVELLING – USE OF EMPLOYEE'S CAR**

### **Article 70**

---

#### **70.1**

It is expressly agreed that the use of an employee's car in executing the business of the Corporation is not compulsory and he may, at his discretion, decline to do so. However, if he uses his car with the consent of the Corporation for this purpose the provisions of the Corporation's Travel and Local Transportation shall apply. On remote assignments in an urban area, mileage or kilometer shall be computed from the studios to remote point(s) back to studio.

#### **70.2**

The Corporation shall continue to pay an allowance, in accordance with the Policy on local Transportation, to transmitter technicians employed in rural areas who use their own cars.

#### **70.3**

Employees authorized to use their cars to perform their duties are entitled to an allowance in accordance with the Corporation's policy.



## **SECTION XIV**

### **THE AGREEMENT: CONCLUSION**

#### **Article 71**

#### **CONCLUSIVE AGREEMENT**

##### **71.1**

The parties hereto agree that this Agreement ~~is~~ **is** conclusive and that any matter not herein specifically dealt with shall not be the subject of negotiations prior to the expiration of this Agreement unless mutually agreed.

##### **71.2**

The provisions of the appendices to this Agreement form an integral part of the Agreement except that in the case of conflict between one text and the other the provisions of the Agreement shall prevail.

#### **Article 72**

#### **EFFECTIVE DATE AND DURATION**

##### **72.1 – Effective date and duration**

This Agreement, except as otherwise specified, shall come into effect **on the date it is signed** and shall remain in effect until **March 31<sup>st</sup>, 2009**.

#### **Article 73**

#### **NOTICE OF RE-NEGOTIATION**

##### **73.1**

Prior to expiration of this Agreement either party may within a period of four (4) months immediately preceding the date of expiration, by notice, require the other party of the Collective Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement.

##### **73.2**

If such notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall, continue to be observed by both parties until the right to strike or lockout is acquired in accordance with the Canadian Labour Code.

#### **Article 74**

#### **RE-NEGOTIATION PROCEDURE**

##### **74.1**

Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 73 (section XIV) 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 makes application for conciliation.

## **Article 75**

## **AUTOMATIC RENEWAL**

---

### **75.1**

If neither party gives notice of termination nor of a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year and from year to year thereafter.

## **Article 76**

## **CONCLUSION**

---

### **76.1**

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement it binds the parties during the Agreement term to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement.

### **76.2**

The parties further understand and declare that in case any provisions of this 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this **April 13<sup>th</sup>, 2006**.

**SECTION XV**

**APPENDICES AND LETTERS OF UNDERSTANDING.**

Appendix 1 (previous appendix 2)

GRIEVANCE

(To be completed at location where grievance is lodged)  
(À remplir au lieu du dépôt du grief)

GRIEVANCE/GRIEF

Location and Grievance No. ■Lieu et no du grief
Agreement involved ■Convention visée

GRIEVANCE ■EXPOSÉ DU GRIEF:

Grievor's Supervisor:  
Chef de service du plaignant:

Has grievance been discussed with Supervisor?  
Le grief a-t-il été porté à l'attention du chef de service?

Yes  
Oul  Non

Local meeting no ■No de la réunion locale	Date
Action ■Suite	
<b>Second Step /</b> Deuxième étape	<b>Date</b>
<b>Action / Suite</b>	
Type of grievance ■ Nature du grief	

SIGNATURES

Grievor ■Le plaignant

Representative ■Le Délégué

Date



CONFIDENTIAL

**MEDICAL ABSENCE REPORT  
AND FUNCTIONAL ABILITIES**

<b>TO EMPLOYEE:</b> For any leave of absence requiring a medical certificate, please fill out the Personal Information section below before giving this form to your attending physician. Once completed and signed, make sure the form is sent to the CBC Health Department no later than 15 calendar days after the first day of your leave of absence.		<b>RETURN ADDRESS:</b> MONTREAL (and regions) Société Radio-Canada/CBC Occupational Health (A-34) 1420 René-Lévesque Blvd. E. Montréal (Q-4bec) H2L 2M2		<b>TELEPHONE:</b> (514) 897-8828 (514) 742-3887 FAX: (514) 897-7448 (514) 742-8333		<b>TELEPHONE:</b> TORONTO (and regions) Canadian Broadcasting Corporation Occupational Health (20000) CBC Toronto, P. O. Box 500, Station A FAX: (416) 294-7676 (416) 961-8099	
PERSONAL INFORMATION							
SURNAME		FIRST NAME		EMPLOYEE I.D.		DATE OF BIRTH	
ADDRESS (HOME)				POSTAL CODE		TELEPHONE	
DEPARTMENT		FUNCTION		FIRST DAY OF LEAVE (Y/M/D)			
SUPERVISOR		TELEPHONE EXTENSION (supervisor)		PLACE OF WORK			
EMPLOYEE AUTHORIZATION							
I authorize my attending physician to provide the designated personnel of Health Safety & Environment with information concerning the reason for my absence from work. I am responsible for any fees charged for providing such a report, unless otherwise provided for in my collective agreement. I also authorize the designated personnel of Health Safety & Environment to exchange information related to my absence from work, my rehabilitation and return to work with the Great-West Life Assurance Company should my absence continue on Long Term Disability.							
Employee's signature						Date	
REPORT BY ATTENDING PHYSICIAN							
N.B. : Any information provided by the physician will be treated confidentially. Its purpose is to enable the CBC Health Department to follow the progress of the patient's illness, to determine his/her eligibility for disability benefits and make arrangements for his/her return to work, with or without restrictions.							
NATURE OF ILLNESS / DISABILITY						Date of first appointment (Y/M/D)	
						Date of first day of leave (Y/M/D)	
HOW DOES THIS CONDITION CONTRIBUTE TO THE PATIENT'S PRESENT INABILITY TO WORK? (functional limitations, symptoms, clinical effects of the condition)							
THIS DISABILITY IS THE RESULT OF							
Illness <input type="checkbox"/>		Accident at work <input type="checkbox"/>		a car accident <input type="checkbox"/>		pregnancy complication <input type="checkbox"/>	
		off work <input type="checkbox"/>				Expected date of birth (Y/M/D)	
IS THE PATIENT UNDER ACTIVE TREATMENT YES <input type="checkbox"/> NO <input type="checkbox"/>							
MEDICATION(S) YES <input type="checkbox"/> NO <input type="checkbox"/>							
PHYSIOTHERAPY YES <input type="checkbox"/> NO <input type="checkbox"/>							
PSYCHOTHERAPY YES <input type="checkbox"/> NO <input type="checkbox"/>							
OTHER							
PATIENT REFERRED TO SPECIALIST(S) ?							
OUI <input type="checkbox"/> NO <input type="checkbox"/>							
HAS THE PATIENT UNDERGONE SURGERY?							
YES <input type="checkbox"/> NO <input type="checkbox"/>							
HAS THE PATIENT BEEN HOSPITALIZED?				NAME OF HOSPITAL		LENGTH OF HOSPITALIZATION	
YES <input type="checkbox"/> NO <input type="checkbox"/>							
MODIFIED WORK IS AVAILABLE TO MEET FUNCTIONAL LIMITATIONS							
EXPECTED DATE OF RETURN				NATURE AND DURATION (WEEKS) OF RESTRICTIONS			
TO NORMAL WORK		Date					
TO WORK WITH RESTRICTIONS		Date					
UNDETERMINED DATE (approximate duration)							
PHYSICIAN'S NAME (printed)						PHONE NUMBER	
Physician's signature (do not use stamp)						License number	
						Date (Y/M/D)	

(12/2006)

FRENCH ON REVERSE

**Allowance 350 \$**

<b>Group 1</b>
Caretaker General Building Maintenance Worker

<b>Group 2</b>
Service stagehand (restraint)

<b>Group 3</b>
Radio studio attendant Television assistant Technical stores assistant Stagehand Stagehand– flyman Service stagehand driver Senior television assistant (Merit) Teleprompter operator Television assistant- stagehand

<b>Group 4</b>
Locksmith– general maintenance worker Welder - general maintenance worker Service stagehand (Crew leader) TV Assistant / chauffeur Chauffeur Scenic photographer

<b>Group 5</b>
Marquette's constructor Scenic constructor Fabric specialist Propsman specialist Design processor Carpenter – general bldg maintenance worker Staging crew leader

<b>Group 6</b>
Chief maintenance workshop Vehicle mechanic

<b>Group 7</b>
Machinist Senior machinist Crew leader – workshop Cutter (crew leader) Scenic constructor (crew leader)



Scenic estimator Senior special effects man Lighting technician Senior lighting technician Technical installer General building trades superintendent Mechanic-air conditioning-heating Building master plumber General building mtce worker-in-charge
--

<b>Group 8</b>
Building Electrician Maintenance technician A (mechanical mtce & special events)

<b>Group 9</b>
Mechanic-in-charge-air conditioning-heating Building master electrician Building master plumber Technician electronically installation

<b>Group 10</b>
General maintenance technician <b>B</b> (mechanical mtce & special events)

<b>Group 11</b>
Supervising maintenance technician (mechanical mtce & special events)

<b>Group 12</b>
Advanced maintenance technician C (mechanical mtce & special events)

**Allowance 450 \$**

<b>Group 4</b>
Building painter Senior painter

<b>Group 6</b>
Senior furniture finisher Junior scenic artist

<b>Group 7</b>
Senior scenic artist

**Allowance 125 \$ - SAFETY SHOES**

**Group 1**

Caretaker  
General Building Maintenance Worker

**Group 2**

Service stagehand (restraint)

**Group 3**

Radio studio attendant  
Television assistant  
Technical stores assistant  
Stagehand  
Stagehand – flyman  
Service stagehand driver  
Senior television assistant (Merit)  
Teleprompter operator  
Television assistant - stagehand

**Group 4**

Service stagehand (Crew leader)  
Building painter  
Senior painter  
Locksmith – general maintenance worker  
Welder - general maintenance worker  
TV Assistant / chauffeur  
Chauffeur  
Scenic photographer

**Group 5**

Staging assistant crew leader  
Staging crew leader  
Marquette's constructor  
Scenic constructor  
Propsman specialist  
Design processor  
Fabric specialist  
Carpenter – general bldg maintenance worker

**Group 6**

Chief maintenance workshop  
Senior furniture finisher  
Junior scenic artist  
Vehicle mechanic

**Group 7**

Machinist  
Senior machinist  
Crew leader – workshop

Cutter (crew leader)  
Scenic constructor (crew leader)  
Scenic estimator  
Senior special effects man  
Lighting technician  
Senior lighting technician  
Technical installer  
General building trades superintendent  
Mechanic-air conditioning-heating  
Building master plumber  
General building mtce worker-in-charge  
Senior scenic artist

**Group 2**

Building Electrician  
Maintenance technician A (mechanical mtce & special events)

**Group 9**

Mechanic-in-charge-air conditioning-heating  
Building master electrician  
Building master plumber  
Technician electronically installation

**Group 10**

General maintenance technician B (mechanical mtce & special events)

**Group 11**

Supervising maintenance technician (mechanical mtce & special events)

**Group 12**

Advanced maintenance technician C (mechanical mtce & special events)

**Objective:**

One of the chief elements of appropriate personnel management resides in regular and constructive dialogue and discussions between employees and their immediate supervisors<sup>(1)</sup>. Employees must be clearly aware of how they are developing, how their work is valued and, as necessary, how they can improve their professional knowledge, competence, skills and so on through training, development or any other measure deemed appropriate to employees' development.

These guidelines have been prepared by a committee composed of employer and union representatives with a view to informing appraisers and employees of the objectives sought through performance and development management, and the framework for their application.

The appraisal interview is a meeting in which the immediate supervisor and the employee freely discuss the Corporation's and the department's objectives, and the results of work performed. This meeting is an opportunity to make employees aware of the employer's expectations of them, the objectives to be achieved, an employee's needs to improve knowledge and skills, and the development of a concrete action plan.

Since performance and development management is a process of exchange based on an analysis of the results achieved by an employee in his function, as compared to the expected results, this appraisal process should occur annually. This process should not take the place of regular, informal opportunities to comment on performance, but rather foster and encourage them.

**Procedure:**

- . The form should list the Corporation's and the department's objectives.
- . The employee and the immediate supervisor should complete the form individually for later discussion together at a meeting.
- . The appraisal is done in the light of the objectives agreed to by the employee and his immediate supervisor.
- . The employee must be allowed preparation time, and if he wishes, he should be given the list of his assignments in the past year, to the extent that such documentation is available.

The employee's interests must be taken into consideration.

- . There must be agreement on an action plan to enable the employee to achieve his objectives.

Guidelines:

1. Performance management meetings should take place annually and are part of an ongoing process.
2. The immediate supervisor is the appraiser.
3. All performance management measurements should be directly linked to the employee's work, in the light of the objectives set.
4. Should the employee be dissatisfied with his appraisal, he may appeal it to the line manager of the signing supervisor within ten (10) days following his signature of the acknowledgement.
5. The employee, who may be accompanied by a union representative, meets with the second-level line manager and the Human Resources Manager or Counsellor, who will study the request for appeal. A final decision will be given and conveyed to the employee.
6. An employee who is still dissatisfied with the result of his appraisal following his request for appeal may file a grievance as provided under the Collective Agreement.

<sup>(1)</sup> *The immediate supervisor who does the appraisal is Corporation management staff.*

**CONSULTATIVE COMMITTEE  
ON STAFF BENEFITS**

**Letter of understanding 1**

**(A) CONSULTATIVE COMMITTEE ON STAFF BENEFITS.**

**1. - ESTABLISHMENT**

- a) The Consultative Committee on Staff Benefits shall continue as established.
- b) Membership shall be open to employee groups represented by recognized bargaining agents, and to the Confidential and Management groups in such a manner as they shall themselves decide. However, no employee may be represented by more than one Union, Association or group.
- c) The Corporation shall be represented by the Director of Compensation, or another person designated by hi, who shall be the Chairperson of the Committee.
- d) The Vice-Chairperson shall be elected by the employee groups.
- e) The Committee or any of its members may invite observers and/or technical advisors who shall have voice but no vote.
- f) The Committee shall establish its own rules of procedure.

**2. - FUNCTIONS**

- a) The function of the Committee shall be to discuss and make recommendations with respect to the establishment, administration and modification of all present and future staff benefits plans affecting Corporation employees. By way of illustration but not limitation, the Committee may concern itself with:
  - Pension plans
  - a Insurance – life, accident and so on
  - a Health insurance
  - a Leave
  - a Gratuities
- b) The Consultative Committee on Staff Benefits shall have access to all types of information, documentation and correspondence related to the subjects of its mandate. Such information, documentation and correspondence shall be sent to the Committee chairperson, who shall ensure that they are reproduced and distributed to the members of the committee.

**3. - POWERS**

- a) Decisions of the Committee shall be by a simple majority of the votes cast. The Corporation shall, subject to the provisions of Section 44 of the Broadcasting Act, implement all duly-adopted recommendations of the Committee involving adoption, amendment or termination of staff benefits plans, which do not involve the expenditure of additional fund.

- i) When such proposals involve additional expenditures, the Committee shall suggest to the Corporation, as well as the employee groups and bargaining agents, an agreement respecting the sharing of costs which it considers to be fair and equitable.
- ii) It is understood that the Committee is not empowered to amend any of the provisions of the collective agreements except by mutual consent of the parties to that agreement.

**4. - MEETINGS**

- a) The Consultative Committee on Staff Benefits shall meet quarterly or in accordance with the majority decision of the Committee.
- b) The agenda and any other relevant documents shall be distributed two (2) weeks beforehand.
- c) The Committee Chairperson shall see to the keeping of the minutes of the meeting, which shall be distributed to the members of the Committee within one (1) month of the Committee's meeting.

**5. CCAS, collective agreements**

- a) No provision in this Letter of Understanding shall prevent any or all of the unions represented on the Committee to negotiate any change in the CBC's financial contribution to the benefit plans during discussions concerning collective agreements, inasmuch as such and such an employee group is concerned.
- b) It is agreed, furthermore, that the Committee is not entitled to amend any provision of the collective agreements, barring mutual agreement by the parties to the agreement concerned.

**(B) CONSULTATIVE REGIONAL SUBCOMMITTEE**

**1. - PREAMBLE**

Considering that

- a) Certain elements of the program of staff benefits plans, such as:
  - i) the CBC pension plan;
  - ii) the CBC group life insurance plan (basic, optional, reducing term, dependants', and the old group life insurance plan);
  - iii) the short-term and long-term disability income protection plans
  - iv) the CBC travel accident insurance plan;
  - v) the employees' voluntary and accident insurance are national in scale, and that therefore, any amendment must be of the same effect, and
- b) certain elements of the benefits plan program, such as basic and supplementary health insurance, and dental, if applicable, may be regional, and

- c) such regional or provincial laws, work customs, local customs and so on may affect all or some of the present provisions of the existing benefits program, or be affected by them, reorganization of the CCSB shall take place as follows:

## **2. - STRUCTURE**

- a) An English subcommittee of the CCSB shall represent all staff in
- Newfoundland
  - The Maritime
  - Toronto
  - Head Office
  - Ottawa Area
  - the Prairies
  - Alberta
  - British Columbia
  - the Northern Service
- b) A French subcommittee of the CCSB shall represent all staff in
- Quebec
  - Engineering and
  - Moncton
- c) The current CCSB shall be maintained and shall handle matters of national scope and application, and shall examine matters of a regional nature that may be submitted to it by one or another of the subcommittees.

## **3. - MEMBERS**

The two subcommittees mentioned above shall include

- i) one (1) representative of each employee group represented bargaining agent, and of confidential and management staff,
- ii) as well as a chair appointed by the CBC, subject to the subcommittees' approval and acceptance.

## **4. - FUNCTIONS**

- a) Each of the subcommittees conducts surveys and studies, and makes recommendations on the creation or amendment of the administrative requirements of the existing or planned benefit plans falling within their respective areas of responsibility, as stated in paragraphs b) and c) of the Preamble. These recommendations shall be submitted to the CCSB by the respective chair (or delegate) of each subcommittee.
- b) Likewise, any initiative taken by the subcommittee respecting nation-wide benefit plans shall be made on the assumption that the two subcommittees shall contact the national committee and vice versa, in accordance with processes to be determined mutually.



- c) All these recommendations shall be submitted to the CCSB for examination, co-ordination, presentation to corporate management for approval and implementation, subject to CCSB bylaws and approved by the bargaining unit concerned.

#### **5.- REPRESENTATIVES ENTITLED TO VOTE**

The members of each subcommittee entitled to vote are as follows:

- a) English regional subcommittee
- CMG
  - APS
  - Confidential staff
- b) French regional subcommittee
- SCFP
  - SCRC
  - STARF
  - AR
  - APS
  - Confidential staff

The consultative subcommittee(s) or each of its members may invite observers and technical advisors who shall be entitled to participate in discussions, but not to vote.

#### **6. - POWER**

The powers of the consultative subcommittees are more or less parallel to those of the CCSB.

#### **7. - BYLAWS, TERMS AND CONDITIONS**

The bylaws, terms and conditions of each subcommittee shall be established individually by each one.

The parties agree that it is beneficial to promote certain local initiatives to solve local problems  
and to try out new work methods and different working conditions locally

- a) Initiatives that entail amendments to the articles of the collective agreement may be covered by a local agreement.
  - i) Such provisions may be amended with the approval of local management and the union local.
  - ii) The union local shall ensure it has the approval of two-thirds (2/3) of the employees concerned.
  - iii) Amendments shall be established in writing and may not take effect until both parties have approved at the national level.
  - iv) If changes are required at the national level, the local procedure shall be resumed.
  
- b) Such amendments or agreements may only be temporary and may not last longer than six (6) months.
  - i) They may be extended six (6) months at a time, with the consent of the parties at the local and national levels, and on the same conditions mentioned above.
  
- c) It is understood that such agreements or amendments shall not create a precedent and may not be used to the detriment of one or the other of the parties in any location throughout the country.

With a view to promoting harmony between the parties and studying together the new challenges created by technological change in broadcasting, the parties agree to set up a joint committee whose purpose will be to :

- a) Seek ways for enabling the CBC to increase employee productivity and work procedure efficiency.
- b) So as to increase employee satisfaction and fulfilment in the workplace, explore ways of putting new work methods in place.

This committee shall consist of three (3) representatives of the Union and three (3) representatives of the CBC. The CBC representatives shall be released without any loss of salary or leave credits to enable them to take part in meetings of this committee.

At the request of either party, this committee shall meet within fifteen (15) days of such a request being made, in a spirit of co-operation and good faith.

Employees assigned to work on location and to sleep away from home shall be entitled to keep their room the day of their return, at CBC expense, until 6 p.m. at the latest, provided the work schedule for the day concerned provides for a return after the meal scheduled for after 4:30 p.m.

The parties agree to prepare a list of the employees concerned in paragraphs 30.1.1 and 31.1 (section IX) on the date of the signing of the agreement, for future reference.

This list shall be prepared by the CBC and conveyed to the Union within thirty (30) days of the coming into effect of the agreement.

The CBC and STARF acknowledge that there are hybrid jobs. Any new hybrid jobs shall be subject to experiment and discussion.

The parties acknowledge that it will be necessary to monitor the progress of the new hybrid jobs, to conduct examinations and ensure follow-up. Although they recognize that it is difficult to say when a job becomes a genuine hybrid, they will begin with the criterion of 40% of time spent performing duties outside their basic function. Hybrid jobs may also include 50% of duties outside their basic function. In such cases, these jobs shall be distributed equally among the units concerned.

When hybrid jobs are created, the following provisions shall apply:

- a) A hybrid job combines the basic functions of two (2) or more jobs in two (2) or more bargaining units, in proportions determined by the CBC;
- b) The CBC will ensure that employees receive adequate training to occupy hybrid jobs;
- c) Hybrid jobs may be created on an experimental basis. Such trials should not exceed six (6) months, but may be extended by mutual agreement between the CBC and the Union. During trials, employees may not be paid more than the salary rate assigned to the best-paid job or an increase of three per cent (3%), whichever is higher.

Within one year of the beginning of the trial, the CBC shall create a continuing hybrid job or end the trial. In the first case, the parties shall meet to discuss the functions of the job and to agree on the level of pay. If they succeed in agreeing, the employee shall be paid at the agreed rate, or the matter shall be handled in accordance with the section – Job Evaluation and Remuneration (Article 38).

- d) Prior to implementation, a full job description shall be provided to the bargaining units concerned.
- e) The relative worth of the hybrid job shall be determined in accordance with the section – Job Evaluation and Remuneration (Article 38).
- f) The parties shall meet to determine the functions concerned, affiliation and dues to pay. However, each time it is clear that someone assuming a hybrid job is predominantly and lastingly occupying a technician's or craftsperson's duties, this person shall be transferred to the STARF bargaining unit.

Likewise, a technician or craftsperson who predominantly and lastingly performs duties belonging to another unit would be transferred to that unit.

- g) The CBC shall distribute hybrid jobs equitably among the participating bargaining units for the duration of the agreement.

The parties acknowledge that any current practice shall be maintained as in the past.

**LOCAL JOINT COMMITTEES**

The parties agree to establish in each location a joint cross-skilling committee in order to promote and integrate cross-skilling and hybrid positions (hereafter cross-skilling) equitably, to ensure follow-up of all cross-skilling projects affecting duties or employees in the bargaining unit and to promote training so as to optimize the employability of the members of STARF.

**COMPOSITION AND FUNCTIONING**

The committee will have equal union-management representation, and will examine and propose solutions designed to maximize the positive impact of participation by STARF employees. It is made up of an equal number of representatives of management, including one manager in charge of production activities, and of the union (maximum of three). The union representatives will be released without loss of pay or leave credits so that they can attend the meetings of this committee. If necessary, the committee may use resource persons, both internal and external, and consultants. **As** necessary, there will be *two* (2) committees: a radio committee and a television committee.

The committee will hold monthly meetings, or as necessary, and decisions will be reported in minutes.

**RESPONSIBILITIES AND POWERS**

The committee will receive and analyse or initiate cross-skilling projects, involving duties normally performed by employees in the bargaining unit or involving employees in the bargaining unit, which go beyond the level of mutual assistance. These projects will be submitted as long as possible ahead of time (minimum of one (1) month) so that the projects can be communicated and discussed with the persons concerned. The committee will discuss the timetable of projects ending dates and the number of persons involved in accordance with production needs.

The committee will assess the impact of projects on STARF employees. In each location, in April and October (months to be confirmed), of each year, the committee will review the projects under way. This review will take account notably of the hours worked in each unit with regard to basic duties and ancillary duties, as well as the quality of the duties performed.

In Radio, time worked using technical equipment commonly called Dalet (or its equivalent), which is a shared work tool, will not be taken into account in the reviews by the local Montreal, Quebec City and Moncton committees, in the following circumstances:

When this equipment is used by AR employees (Unit 4) and SCRC On-air Personnel (Unit 1) for "cut-a-cut" type editing (Surfer 1 or its equivalent);

When this equipment is used by SCRC On-air Personnel (Unit 1) in accordance with local practice established on the signing of this Agreement.

When the committee has established that the review demonstrates an unfavorable variance (determined locally), it will initiate projects aimed at restoring equity. If during the following period, the unfavorable variance persists, the committee will delay the implementation of new projects until projects are presented seeking to restored equity.

Furthermore, the committee will have a mandate to examine measures and activities to counterbalance the handicap presently inherent for STARF employees who wish to access cross-skilling jobs because they are usually absent from the program planning, organization and creation process.

Notably it will ensure the implementation of measures enabling programming officers to become acquainted with STARF employees, informing them quickly of career possibilities and future program production directions. STARF employees interested in broadening their responsibilities through cross-skilling should register in a bank of candidates which will be distributed to program officers through the committee. The committee will decide whether a posting is required to identify the candidates. The CBC will make the list of persons in charge of programs produced in-house in the location available to these employees.

The committee will be responsible for identifying training needs and make recommendations to the training committee so as to meet STARF employees' needs to develop or broaden their skills so that they can perform duties normally performed by employees in another unit.

### **SENIOR COMMITTEE**

The parties shall set up a national senior committee, which shall have a mandate to ensure coordination, application and supervision of the local committee activities and shall solve any problems submitted to it by them. The senior committee shall make sure it obtains information concerning capital plans and changes related to new technology in order to convey the appropriate information to the local committees.

The committee shall meet in May and November, and as necessary to solve problems submitted by local committees.

The committee shall consist of four **(4)** members delegated by each of the parties representing all sections and regions. The Corporation shall release Union members with pay so that they can attend joint meetings.

### **JOB SECURITY**

#### **Cross-unit work – Radio stations in small markets**

The following special provisions are designed to attenuate the effects of cross-unit work in the radio stations at Matane, Sept-Iles, Rimouski and Chicoutimi



The parties acknowledge that the limited number of employees in these stations limits the possibilities of using the means established in Article 14.5.2 a) and b). Furthermore, employees who work in these small-market radio stations very largely enjoy protection from staff cuts provided for in sub paragraph 30.1.1 and paragraph 31.2 (section IX).

The following measures shall be considered before use is made of the bumping procedure provided for in the agreement:

- a) The manpower committee shall try to find employees interested in giving up their jobs. A protected employee who agrees to give up his job shall receive four **(4)** weeks' advance notice of termination of employment or, failing notice, four (4) weeks' pay, and a lump sum separation allowance equal to one (1) week's pay for every three (3) months' service with the CBC or major part of a quarter up to a total of twenty-four **(24)** months' salary. The employee is deemed to have given up his job with the CBC.
- b) Subject to approval by the Vice-president, Radio, the separation allowances provided for may be used to defray the costs of career guidance, relocation expenses, a self-funded sabbatical leave, followed by giving up the job or job-sharing that allows the same objectives to be achieved.
- c) Lastly, the employee having the least seniority or a volunteer having more seniority, shall be declared redundant and relocated to another location in accordance with the bumping process.

#### **Lay-offs related to cross-unit work**

Special provisions respecting lay-off related to cross-unit work.

- a) The parties acknowledge that some of the staff cutbacks that will affect the bargaining unit may be caused indirectly by the ability of members from other bargaining units to perform work that comes within STARF duties. The parties cannot quantify in the short term what the cutbacks will be like.
- b) If it is clearly established that the lay-off of an employee is directly attributable to cross-unit work, the laid-off employee shall be entitled to one **(1)** week's additional pay for each year of continuous service with the CBC, and this amount shall be given as an allowance for help in rejoining the work force, in addition to the separation allowance.
- c) The CBC will use attrition to absorb staff cuts arising from cross-unit work.
- d) The CBC shall try to retrain employees directly affected by cross-unit work through reassignment to another medium or another trade within STARF.

e)

**Letter of understanding 7-A**

**CROSS-UNIT PROJECTS-  
COMPENSATION**

---

The Corporation agrees to pay compensation for cross-skilling. Such compensation, twenty dollars (\$20) for each day worked, shall be paid to employees in the bargaining unit concerned for cross-unit work of ninety (90) minutes or more per shift (eighteen per cent [18%] or more / per cycle) on a regular and / or ongoing basis.

Such compensation shall also be paid when an employee is assigned to replace an employee working in a cross-unit project.

**LE – 8.1 General provisions**

In view of the industry’s development and the inevitable growth of the number of cooperation agreements in radio and television production, the CBC undertakes to maintain a high level of in-house production with the objective of maintaining the necessary skills to produce programs.

**LE – 8.2 Jurisdiction and production : Provisions respecting radio**

The CBC undertakes to maintain an in-house production rate of ninety per cent (90%), based on the number of first-broadcast hours of original Canadian productions. The usual or existing practices concerning international and cultural exchanges between public broadcasters shall be excluded from calculation of the in-house production rate.

**LE – 8.3 Jurisdiction and production: Provisions respecting television**

The CBC undertakes to produce itself seventy per cent (70%) of its original Canadian productions.  
The proportion of seventy per cent (70%) of its original Canadian productions is calculated as follows:

**LE – 8.3.1 Nature and length of programs**

$$\frac{\text{Length of program broadcast} \times \text{Number of hours worked STARF}}{\text{Number of hours worked STARF + equivalent}} = \text{Credited length of program}$$

**LE – 8.3.2 Total number of broadcast hours of original Canadian productions**

The total number of hours includes the broadcast hours of all original Canadian productions aired on the French network, to which are added the hours of original Canadian productions broadcast:

- a) locally, on each regional station (Montreal- Quebec City - Moncton),
- b) locally and on the English network by the English regional station in Montreal
- c) on another station (or commercial sale) in which one or more STARF employees have taken part

**LE – 8.3.3 Calculation of percentage of in-house production**

Credited length

LE-8.3.1 above

----- X 100 = % of in-house production

Total length

LE-8.3.2 above

**LE – 8.3.4 Relevant documentation to the Union**

On request, but no more than once (1x) a year, the Corporation shall send the Union the following documentation :

- a) a list of the radio programs aired or to be aired during the year, with an indication of the length of each program and the identity of its producer;
- b) a list of original Canadian television productions aired or to be aired during the year, with an indication of the length of each program and the percentage of hours worked on this program by STARF employees in relation to the total number of hours worked by both STARF employees and outside persons performing equivalent functions.
- c) Should there be a major change in the broadcasting schedule, the CBC shall provide additional information at the request of the Union.

**LE – 8.4 Mixed crews and equipment rentals**

The provisions of the collective work agreement between the CBC and STARF shall continue to apply when the CBC puts mixed teams in place with another producer or rents the services of its personnel.

The CBC shall take the necessary measures to ensure the protection of equipment it rents outside by using the means it deems appropriate. This may include the assignment of a supervisor, technician or craftsperson to ensure proper use of the equipment.

## **I. JOINT TASK FORCE: IMPROVEMENT OF EFFICIENCY AND PRODUCTIVITY**

CBC and STARF both share a common objective: to maintain in-house production staff levels.

Both parties agree that there **is** a need for improved efficiency, productivity and operating costs in order to maximise CBC's performance. Accordingly, they agree to set up a joint task force entrusted with the following mandate:

- Analyse productivity and production cost issues in one or several operating areas.
- Compare results of our productivity and production cost analysis with those of suppliers and companies operating in the same competitive environment.
- When results are not in CBC's favour, propose ways of closing the gap in terms of productivity and efficiency with respect to work organisation. More specifically, though not exclusively, the following should be examined:
  - work methods
  - work allocation
  - procedures
  - facilities
  - work process
  - implementation of new technologies.

To stress their joint involvement, both parties agree to earmark areas that will be analysed on a priority basis. Selection of these areas by either party must be done within sixty days after signing of this agreement.

The analysis and comparative study of priority areas must be completed so that corrective measures can be implemented, if need be, before the current collective agreement expires keeping the improvement of efficiency and productivity as an objective while maintaining employment.

## **II. PROVISIONS RESPECTING NATIONAL ACTIVITIES**

The CBC could give up the following activities: distribution, transmitters, engineering and property management.

The CBC thus undertakes to give the Union at least 120 days' advance notice of the expected date for transfer of the activities concerned and to consult it through

an Ad Hoc Working Group. The purpose of such consultation will be to enable the Ad Hoc Working Group to:

- i. obtain information about the type of activities, the objectives sought by the CBC, and the estimated number of employees in the STARF bargaining unit concerned by the transfer of activities expected to be given up (hereinafter the "employees concerned");
- ii. obtain from the parties any other information that the Ad Hoc Working Group considers necessary and relevant to have;
- iii. propose alternatives to the CBC about reducing costs and operational efficiency so as to achieve the objectives stated.

The information conveyed during the consultation sessions will remain confidential and may not be transmitted to anyone. Participants of the working group recognize the requirement to keep information obtained during the sessions confidential.

The Ad Hoc Working Group will be made up of an equal number of representatives of Management and of the Union (maximum of three). The Union representatives will be released without loss of pay or leave credits so that they can attend meetings of this committee. If necessary, the committee will use resource persons, both internal and external, and consultants.

The Ad Hoc Working Group must complete its work within ninety (90) days of the date on which the CBC apprised it of the matter pertaining to Section II of this letter of understanding.

Were the CBC to maintain its decision in spite of consultation with the Ad Hoc Working Group and it contracted out work within the jurisdiction of the STARF bargaining unit and in order to minimize the consequences related to outsourcing, the following provisions would apply:

- a) The CBC undertakes to encourage the outside company to hire the employees concerned.
- b) Each employee concerned who is laid off, separated or downgraded will receive four (4) weeks' written notice or four (4) weeks' pay in lieu of notice.
- c) The CBC will pay an employee concerned who has completed his probationary period under Article 18, lump sum severance pay equal to one (1) week's pay per three months or major part of three months of service with the CBC, in one or the other of the following cases:
  - i) if he has accepted a job with the outside company and renounced his employment relationship with the CBC; or
  - ii) if he has purely and simply renounced his employment relationship with the CBC.
- d) If an employee concerned is not hired by the outside company or, does not wish to renounce his job, he will be redeployed or will bump in accordance

with the provisions of Articles 32 and 33 of the agreement respecting job security.

- e) Furthermore, during this process the Corporation will institute a program to offer to an employee concerned a redirection to a position for which the employee does not possess the occupational qualifications specified in the job description. This program shall identify the competence, the abilities of the employee concerned and the Corporation's needs. The Corporation thus offers a training and trial period up to a cumulative total of twelve (12) months to help the employee adjust to such a career change. At the end of this period the performance will be measured in accordance with the STARF performance assessment process. If the assessment is unsatisfactory the employee may be subject to lay-off in accordance with articles 32 and 33. The employee who is not personally protected by virtue of paragraph 30.1.1 will not be able to be reassigned or bump again if he has already used his right to be reassigned or bump.
- f) No employee concerned who has completed his probationary period as of the date of signing of this agreement will suffer a reduction in salary during the term of this agreement if his work is outsourced and as a result he is reassigned, bumped or redirected to a lower salary group.
- g) Following the bumping process, an employee concerned could decide to request unpaid leave up to twelve (12) months to complete his training. The Corporation shall not unreasonably refuse such a request. The Corporation could provide an advance to the employee of an amount equivalent to the severance pay, net of income tax, he would have been entitled to if he had chosen to renounce his employment relationship. If at the end of the unpaid leave the employee maintains his employment with the Corporation he will reimburse the advance through payroll deductions. Before such a request is accepted by the Corporation the employee and the Corporation must agree on the period for the reimbursement of the advance.
- h) At the end of the unpaid leave, the employee concerned shall be re-engaged in the position obtained through the reassignment and bumping process.  
  
If at the end of the unpaid leave the employee decides to renounce his employment relationship, the Corporation will determine the severance pay amount to which the employee is entitled. The Corporation will deduct from this amount the advance already paid to the employee.
- i) If the employee refuses an offer of reassignment, redirection or bumping mentioned above, he is laid off without recall rights.

**Further to the agreement reached as part of the Collective Agreement renewal, the fees used for Dental Plan no. 55431 shall be adjusted to the 2005 fee guide as of the effective date of the Collective Agreement.**



- a) Such employees usually set their own work schedule.
- b) These employees are bound to go regularly to the site of transmitters located outside the location, at a distance from their maintenance base, where immediate help is not usually available.
- c) Depending on their assignment, they are responsible for ensuring the maintenance of all the elements at the transmitter site, including buildings, grounds and roads.
- d) As far as safety is concerned, the provisions of Article 17 (Section Vi) and paragraph 17.8 (Section VI) shall apply.

If another Union certified under the Canada labour code to represent Corporation's employees in Quebec and Moncton negotiates a better night shift differential than the one provided for under Article 54.1, the latter shall then be amended to reflect that increase for the remainder of the collective agreement.

The hiring of a term employee, or the combined effect of hiring more than one term employee for a given position/job, shall not exceed four thousand (4,000) regular hours/employee over a maximum period of twenty-four **(24)** months unless approved in writing by the national Union.

Twice a year, in June and December, the Corporation shall compile the hours worked per position/job filled by one or more term employees in order to evaluate whether there is a permanent need in a given position/job; as necessary, the Corporation shall post the position.

Should the Corporation conclude that there is no need to create a permanent position, the matter shall then be referred to the local/national Union for discussion. Failing an agreement between the parties, the matter shall then be referred to an arbitrator in accordance with Article 13 of the collective agreement.

It is understood that paid and unpaid annual leave, special leave (excluding non paid leave mentioned in Article **61.7**) and paid sick leave shall be considered as time worked and therefore added to the number of hours worked in the position/job.

The current letter of understanding shall not apply to positions/jobs filled exclusively for special projects for which a time limit has been set, for example, the Archives project.

The parties agree that the Corporation will provide within ninety (90) days follow the effective date of the collective agreement, the list of permanent positions in the bargaining unit and their incumbents.

The parties hereby acknowledge that the work of employees in the bargaining unit has evolved in recent years and that the current job descriptions do not reflect the evolution of duties or the responsibilities of their functions. The purpose of the comprehensive job review process is to update the job descriptions so that they properly reflect the duties and functions currently performed by employees.

The parties hereby agree that some job restructuring or merging of jobs may have been or may be subject to agreements between the parties during said review process. Should this not be the case, however, the **Corporation's** objective will be covered by a separate process following the completion of this comprehensive review, conducted in accordance with the provisions of Article 38.

As agreed by the parties, separate job descriptions shall be written for the following positions:

Assistant Technician (Mobile Lighting Systems)  
Wardrobe Keeper (Senior Wardrobe Attendant)  
Desktop Radio Systems Technician  
Driver  
Graphic Designer  
Stage Technician  
Makeup Artist  
Hairdresser  
Senior Furniture Finisher  
Character Generator Technician  
Intermediate Character Generator Technician  
TV Audio Technician  
Radio Audio Technician  
**ENG/EFP** Camera Operator  
Intermediate Camera Operator (Studio)  
Intermediate Radio Audio Technician  
Intermediate TV Audio Technician  
Colour Correction Technician  
Quality Control Technician  
Technical Instructor

The Corporation, jointly with the union, shall continue validation of the unit job descriptions according to the following terms and conditions:

- 1) The point/factor evaluation method already used by the Corporation has been chosen, to harmonize the process.
- 2) The parties shall meet as a joint committee to determine the schedule for gathering information prior to drafting the job descriptions. The parties shall also agree on the number of joint meetings required to validate the content of the job descriptions and, if necessary, evaluate them.
- 3) The Corporation has set aside a maximum of 1% of the total basic payroll for the bargaining unit as at March **31<sup>st</sup>, 2004**, to cover the costs of all salary adjustments arising from this Letter of Understanding. It is agreed that the basic payroll includes the basic payrolls of Corporate and Local Payroll.
- 4) Since the above process was not completed by March **31<sup>st</sup>, 2004**, the parties agree that the new job descriptions and the salary group shall come into effect as of that date.
- 5) It is also agreed that since this is a complete review of all job descriptions in the unit, the salary adjustment shall take place in accordance with the promotion policy provided for in this Agreement (Article 41.3, Minimum Increase on Promotion).
- 6) Ranking of each job title within the salary scale will be according to the basic job title of each employee as at March **31<sup>st</sup>, 2004**.
- 7) No employee shall suffer any loss of salary as a result of amendments to the evaluation plan.
- 8) The conditions of Article 38 shall apply further to implementation of the new job descriptions if a description or its evaluation is challenged.**

The parties agree that it may be desirable for each of them to review the salary scales in effect during the term of the Collective Agreement, and renegotiate the scales applicable to each of the functions.

If need be, the parties shall agree that Article 40 of the Collective Agreement in effect be amended to reflect the new salary scales, after approval by each party according to its respective ratification process.

Following discussions during Collective Agreement renewal, the parties hereby agree to set up a national joint committee with a mandate to study **work/life** balance issues, to reflect upon solutions that account for this reality, and to make recommendations that could lead to tailored solutions being implemented in the various business units.

The committee's mandate will include the following responsibilities:

- Study the needs of employees based on information that it gathers.
- Examine potential solutions that would fit with this reality, production needs and available resources.
- Study existing resources within the Corporation so as to explore and attempt to achieve maximum convergence among said available resources.
- Recommend an action plan organized by business unit, with a timetable for achieving the established objectives.
- Raise employee awareness of the limitations inherent to certain functions.

The committee will be made up of six (6) people, who may occasionally call upon supplementary resources as required.

The union representatives on the committee, made up of three (3) members, will receive leave without loss of pay or leave credits so that they may attend committee meetings.

The committee will meet four (4) times yearly following the signing of the Collective Agreement, with the initial meeting to take place within sixty (60) days of the signing date.

**In witness whereof, the parties have signed in Montreal this 13<sup>th</sup> day of April 2006.**

**CANADIAN BROADCASTING  
CORPORATION**

**LE SYNDICAT DES TECHNICIEN(NE)S ET  
DES ARTISAN(E)S DU RÉSEAU FRANÇAIS**

---

Robert Rabinovitch  
President and CEO

---

François Lewis  
National President

---

Sylvain Lafrance  
Vice-president, French Radio and New Media

---

Michel Legault  
National Vice-président

---

Georges C.B. Smith  
Senior Vice-president, Human Resources and  
Organization

---

Benoit Celestino  
National Secretary-treasurer

---

Johanne Charbonneau  
Vice-president and Chief Financial Officer



**CANADIAN BROADCASTING  
CORPORATION**

---

Lise Mathieu  
Counsellor, Labor Relations

---

Jean-Marc Gellatly  
Senior Manager, Radio exploitation  
French Radio

---

Chantal Desroches  
Manager Resources Planning technical  
Production

---

Diane Charbonneau  
French Radio and Television

---

Michel Comtois  
Director maintenance PTDA

**LE SYNDICAT DES TECHNICIEN(NE)S ET  
DES ARTISAN(E)S DU RÉSEAU FRANÇAIS**

---

François Lewis  
National President

---

Martin Lemieux  
Local President- Quebec

---

Carole Ryan  
Representative, Regional Members

---

Alain Allard  
Local President- Montreal

---

Alain Couture  
Section Head - Radio

---

Jean-Pierre Laurin  
Representative, Montreal Members

---

Johanne Hémond  
Section Head, Craftspeople- GTV